



*** 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, March 1, 2022 at 5:00 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 2/1/22
2. Discussion and possible action on approving new Standard Deed Restrictions (Atty. Jacobson, Fifrick)
3. Termination of Recorded Deed Restrictions and Recording Set of Revised Deed Restrictions for 715, 717, 719, 721 and 723 S. 72nd Avenue (Fifrick)
4. Update on rescinding prior resolution #12-0705, Joint Resolution of the Economic Development and Finance Committess approving the sale of the to be surveyed Wausau Business Campus Expansion Area land at 9500-9600 Innovation Way to Composite Envisions (or their assignee) and reverse Tax increment Financing (TIF) payments for 2 years not to exceed a total of \$49,000, adopted September 24, 2019 (Brodek, Fifrick)
5. Set April meeting date
6. 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 2/24/22

Due to the COVID-19 pandemic, this meeting is being held in person and via Webex. 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>. All public participants' phones will be muted during the meeting. Virtual attendees who wish to speak may only do so during the "Public Comment" portion of the agenda and they must register by 2:00 p.m. on the meeting day by emailing Liz Brodek at liz.brodek@ci.wausau.wi.us with their phone number so they can be identified in the meeting software. Any person wishing to offer public comment who does not appear in person to do so, (or pre-register to speak virtually), may e-mail City Clerk Kaitlyn Bernarde at clerk@ci.wausau.wi.us with "EDC Public Comment" in the subject line prior to the meeting start. All public comments, 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.

Meeting number (access code): 2482 494 6300 Meeting password: cVj4MRJWv69

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event, the City of Wausau will make a good faith effort to accommodate your request.

Other Distribution: Media, Alderpersons, Mayor, City Departments



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Meeting of: **ECONOMIC DEVELOPMENT COMMITTEE**

Date/Time: **Tuesday, March 1, 2022 at 5:00 p.m.**

Location: **City Hall, Council Chambers**

Members: Tom Neal (C) , Lisa Rasmussen, Sarah Watson, Becky McElhaney and Tom Kilian

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

7. Discussion and possible action on approving Planning Option extension request from T. Wall Enterprises/District at Riverlife, LLC (Brodek, Patterson)

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 2/28/22

Due to the COVID-19 pandemic, this meeting is being held in person and via Webex. 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>. All public participants' phones will be muted during the meeting. Virtual attendees who wish to speak may only do so during the "Public Comment" portion of the agenda and they must register by **2:00 p.m. on the meeting day by emailing Liz Brodek at liz.brodek@ci.wausau.wi.us** with their phone number so they can be identified in the meeting software. Any person wishing to offer public comment who does not appear in person to do so, (or pre-register to speak virtually), may e-mail City Clerk **Kaitlyn Bernarde at clerk@ci.wausau.wi.us** with "EDC Public Comment" in the subject line prior to the meeting start. All public comments, 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.

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Other Distribution: Media, Alderpersons, Mayor, City Departments

Economic Development Committee Meeting

Tuesday, February 1, 2022, at 5:15 P.M. | Neil at 5:15 P.M.

In Attendance

Members Present: Tom Neal (C), Sarah Watson, Lisa Rasmussen, Becky McElhaney, Tom Kilian
Others Present: Mayor Rosenberg, Liz Brodek, Attorney Anne Jacobson, Randy Fifrick, Tammy Stratz, Kimm Weber (MCDEVCO), Jesse Kearns, Alder Jim Wadinski, Alder Deb Ryan, Elizabeth Knight, Eric Lindman

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 1/4/2022

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

Agenda Item 2 – Presentation from Elizabeth Knight of Aplomb on Wausome Campaign

Knight presented a summary of the Wausome Campaign. She reiterated the goal of the campaign as positioning the city as an ideal place to live, work, raise a family, start/grow a business, or retire. She explained during this campaign she focused on using two tactics including the My Wausome story features and leveraging the social media channel. She provided details on the visibility the Wausome stories featured have garnered since being posted. Knight stated the number of paid and organic views and engagements received were substantial. Knight also provided statistics on Wausome.com page views per Wausome featured story from Sept. 20, 2021 – Jan. 20, 2022, as well as the top 15 locations (Region/City) who viewed the page. Knight explained future opportunities of the Wausome Campaign would be to continue leveraging and sharing the library of Wausome stories, continue producing My Wausome Story content, continue engaging the social media audience and ramp up social media strategies and redesign wausome.com landing page.

Kilian asked if the goal is to hit a non-Wausau audience more would it be possible to bump up geo targeting efforts outside of Wausau. He also said it would be nice to see a success measure or action as a performance indicator to determine a cost per action which would provide the city data showing the results of an investment.

Knight replied there is opportunity to obtain this information and can get very specific but depends on the amount of money that would be allotted to obtaining this data.

Agenda Item 3 – Discussion and possible action on approving Economic Development Policies and Procedures between City of Wausau and MCDEVCO, Inc. (Stratz)

Stratz presented the changes to the Economic Development Policies and Procedures. She explained that after being monitored by HUD earlier in 2021 of the Economic Development policies and procedures and based on the findings, HUD determined there was language missing from the policies and procedures that clearly defined the process on who is responsible for what, where money is held, and citations that needed to be added stating the goal is to meet the needs of low-moderate income needs for job requirements. Stratz explained MCDEVCO staff and Community Development Staff met to discuss changes to the policies and procedures and the revisions were sent to HUD for approval. Stratz said HUD has approved it provisionally with full approval to come once the document is signed which can't occur until it's approved by ED and Council.

Neal commented that he agrees this is a housekeeping item with clear changes.

Rasmussen commented she likes the added clarity to the agreement, and it really delineates whose responsibility is what. She also said the reporting requirement between MCDEVCO, and Community Development is not only key, but the frequency is now clarified. Rasmussen said she likes that the two continue to network with each other

and Community Development retains seats on the committees that make the decisions described in the agreement as well as ensuring the adherence to HUD metrics.

Rasmussen made a motion to approve the changes, seconded by Watson.

Kilian asked if the relationship between the City of Wausau/Community Development and MCDEVCO has been long standing. Stratz replied yes.

Kilian asked if the management fees associated with the revolving loan management are coming from HUD. Stratz answered yes. Kilian then asked if those fees and revenue go to MCDEVCO. Stratz explained MCDEVCO presents an application to the Citizens Advisory Committee for CDBG funding when they have loans to finance. Stratz said MCDEVCO has been funded anywhere from \$60-150,000 in past years depending on loan availability and MCDEVCO's in-house revolving loan fund. MCDEVCO then gets paid by loan repayments because HUD rules allow 20% of loan repayments to be used for administrative costs. From that 20%, MCDEVCO keeps 15% for their administrative costs and 5% goes in the cities pot for any Economic Development activities. Stratz explained this is the same process for any revolving loan fund where repayments are received; 20% is kept for administrative costs.

Kilian stated Stratz answered his question and that it led to a related question regarding MCDEVCO's financial documents where they paid over \$100,000 in management fees to independent contractors which was usually only one: Wausau Chamber of Commerce. Kilian pointed out in tax period 2013, the payment was for \$386,000 and the Chambers taxes reported over \$400,000 in management fees. Kilian mentioned an underwriting agreement between MCDEVCO and the City which was signed by Mr. Ziriny as the CEO of MCDEVCO and the Chambers tax returns that year list Mr. Ziriny as the Executive Director of the Chamber. Kilian wanted clarification on how the Head of Chamber who was also the head of MCDEVCO and MCDEVCO was paying the chamber hundreds of thousands of dollars. Kilian then asked if there could be more clarity with the City and the E.D. Committee which independent contractors are used/if used. He also asked if the dynamic he described is still occurring or if things have changed since then.

Stratz answered that the dynamic changed many years ago. She explained there was previously a partnership between MCDEVCO and Wausau Chamber of Commerce and MCDEVCO was housed at the Chamber. The partnership split and MCDEVCO branched out on their own as a non-profit and no longer part of the Chamber.

Weber further explained as far as transparency that everything done at MCDEVCO is "above board." Everything that occurs with the agreement is done to streamline the process and make sure records and financials are accurate for all parties and for those who ask questions of them.

Kilian asked if a stipulation could be added to the agreement to preemptively prevent a conflict of interest with independent contractors and work with the city attorney for appropriate verbiage.

Weber answered stating it is impossible for this type of situation to occur again because as stated in MCDEVCO's Bylaws, the Executive Director of MCDEVCO cannot write a check over \$2,500 without another signature from their Executive Committee. She further explained with their auditing team, Wipfli, they have developed numerous procedures to ensure appropriate checks and balances. Weber explained she didn't think the agreement with the City of Wausau was the appropriate place for the verbiage Kilian requested because the request is regarding MCDEVCO expenditures which do not involve the city. Weber explained an independent contractor could not be hired without approval from the Executive Committee.

Stratz further explained that MCDEVCO is managing other funds. She said block grant funds are a small portion of what they manage. Stratz said MCDEVCO is answering to many boards and to tell them they can't expend "x" amount of dollars may not be appropriate. Stratz also explained that Community Development sees MCDEVCO's audit each year to ensure block grant money was spent correctly but how they spend the rest of the money they receive is not up to the city.

Seconded by McElhaney. Motion approved 4-0 with Kilian being the dissenting vote.

Agenda Item 4 – Update on 2022 marketing plan (Brodek)

As background, Brodek said the E.D. Committee last authorized an extension of a contract with Aplomb P.R. for 9/1/21-2/1/22 to allow staff to put together a more comprehensive marketing plan. Brodek said the first step was to determine the goal and the audience. She said after reflection and research the best investment in terms of what is needed for the community, which is workforce and money, the focus needs to be on retention. Brodek provided statistics from a 3-year study done by the Knight Foundation in 2010 that surveyed 40,000 people in 26 communities of varying sizes nationwide and studied why they live where they live. She explained they looked at drivers of attachment which is most influential in determining why people live and love where they live. The top drivers were how welcoming people are, how pretty a community is and social offerings.

Brodek said local philanthropist, Ryan Gallagher, noticed a lack of internal marketing and worked with the Community Foundation to establish a fund to create awareness of Wausau's assets. She said the project is funded at \$200,000 with the plan to increase to \$300,000 over the next 2 years. City Staff had conversations with Tim Parker, President & CEO of the Community Foundation and Gallagher about forming a partnership with the City.

Brodek said based on those conversations, staff proposes to invest \$20,000 of the Development Department's marketing budget annually, to the fund with the goal of hiring someone to execute the plan for a period of at least 3 years. Brodek said funding from the City on its own would not be enough to hire someone to execute the plan as needed.

Brodek described the Community Foundation as a logical partner because they hold a fund with the same focus that would quintuple the city's investment over 3 years, but it's better personal to fund the project as a private 501(c)3 organization because it isn't subject to public bureaucracy which could slow progress.

Brodek explained the plan will capitalize on past marketing campaigns, continuing to use My Wausome Stories and Wausome.com and it would allow the city to follow through on Aplomb's marketing suggestions.

Brodek said the Community Foundation and donor agreed to allow the City Development Director to be in an advisory role for both hiring and advising the position. A Memorandum of Understanding (MOU) is being drafted to establish a binding connection that reflects this agreement.

Brodek specified the sole source documentation of expenditures over \$25,000 must be approved by the Finance Committee. The marketing plan will be presented for approval at Finance on 2/8/22 and the MOU should be finalized by the end of February and then a job description can be developed and posted. Interviews would take place in April/May with expected start date in June/July. Brodek explained the position would present on project status in June or July 2023 (after 12 months of work) and annually thereafter.

Rasmussen spoke in support of the marketing plan and is excited to see what can be achieved.

Neal spoke in support of the marketing plan and agreed with the importance of retention.

Watson asked if there would be more of a partnership with neighboring communities, along with potential contributions to provide a more regional approach. Brodek made clear why the Community Foundation is an ideal partner because their reach is up to the U.P. of Michigan. She agreed it's important to recognize there is cross pollination between communities. Brodek explained in year one of the plan, they want to get a baseline from data and measurables to measure against and from there see what opportunities it presents.

Kilian spoke in agreement that part of retention is improving upon the current product and may be a central element in how we retain citizen.

Agenda Item 5 – Adjourn

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

Proposed Updated Deed Restrictions

CITY OF WAUSAU STANDARD DEED RESTRICTIONS FOR WAUSAU BUSINESS CAMPUS

1. The City of Wausau (CITY) shall have the option of repurchasing the land at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property, under either of the following circumstances: ("Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.)
 - a. GRANTEE fails to start construction within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
 - b. GRANTEE fails to complete construction within two years of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
2. Exercise of its option to repurchase the property under either of the circumstances described in Paragraph 1 shall be by a Resolution adopted by the CITY. Such option shall be exercisable upon delivery in writing of a notice by the CITY to the GRANTEE within three months after the expiration of such one or two year period. Conveyance to the CITY shall take place within 60 days following the exercise of such option on such date as shall be designated by the CITY specified in such notice, by warranty deed free and clear of all liens and encumbrances created by act or default of the GRANTEE.
3. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
4. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY's zoning ordinances, and any and all other laws, codes and regulations.
5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY's zoning ordinances.
6. GRANTEE shall submit to CITY plans and specifications meeting the site design and land use requirements in the CITY's zoning ordinance as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements. Site Plan approval from the CITY is required prior to start of construction. Development of the property shall match plans and specifications approved by the CITY. All site improvements shall be completed within 6 months from the time of issuance of a building occupancy permit and zoning certification of compliance.

7. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code. A proposed landscape plan for the entire parcel shall be submitted and approved in accordance with the requirements in the CITY's zoning ordinance.
8. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
9. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
10. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
11. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.
12. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
13. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
14. The CITY may, unilaterally, in the future, by Resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
15. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the

Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

16. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
17. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - a. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - b. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.

Updated 2/18/22

STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS

1. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
2. A. The City of Wausau (CITY) shall have the option of repurchasing the land at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property, under either of the following circumstances: ("Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.)
 - 1) In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase;
 - 2) In the event GRANTEE elects to convey all or any portion of said land at any time following the date of closing, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.
- B. In either event, the following procedure shall be used:
 - 1) GRANTEE shall offer to CITY by registered mail, return receipt requested, mailed to the City Clerk, the option of repurchasing the land.
 - 2) CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.
- C. This repurchase restriction runs with the land as do all the restrictions

contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

- D. The Community Development Director or his/her successor shall approve, in writing, conveyances for which there is no change in the use or purpose of the parcel and its improvements or which involve intra-or inter-family transfers. These transfers shall not require committee or Council approval.

3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Economic Development Committee or its successor committee.

4. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.

5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action, with the exception of intra-or inter-family transactions described above, or for which the use and purpose of the parcel and improvements is not changing. In this case, the Community Development Director or his/her successor shall approve such transaction in writing, without committee or Council approval.

6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).

7. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.

8. There shall be no on-site dumping of anything which CITY indicates shall not be dumped.

9. GRANTEE shall submit to CITY plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.

10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and NorthWestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.

11. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 9 above.

12. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.

13. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.

14. Prior to the construction of any buildings and improvements on the premises, the owners shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.

15. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.

16. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

17. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.

To: Economic Development Committee

From: Randy Fifrick, Economic Development Manager

Date: March 1, 2022

Re: Termination of Recorded Deed Restrictions and Recording Set of Revised Deed Restrictions for 715, 717, 719, 721 and 723 S. 72nd Avenue



City Staff has been working to update the standard deed restrictions that are recorded when the City sells a property within the Wausau Business Campus. That set of revised deed restrictions is currently being reviewed by the Economic Development Committee (EDC). The purpose of the deed restrictions document is two-fold. First off protecting the City's interest in ensuring that taxes are recovered from the sale of discounted land within the Business Campus. Secondly, ensuing orderly development which complies with City regulations and requires

Jason Amrani, Manager of R3JAS3 LLC, who bought property at 715 - 723 S. 72nd Ave in December of 2021 has approached the City about revising the deed restrictions recorded with this recent purchase. This property currently has two sets of deed restrictions on it that were approved in 1990 and 1996.

In revising these restrictions for the R3JAS3 property, I started with the proposed new standard deed restrictions that are going forward to the EDC this month. These restrictions were then tweaked slightly to remove what would be specific to vacant parcels with a new build happening on them. For example, I pulled the items regards buy back provisions for commencement and completion as those are already complete and fulfilled.

Jason's preference is to have all deed restrictions on this property removed. Specifically, we had in-depth conversations about Provision #11 in the attached draft document. In working with the Attorney's Office, I've elected to leave these provisions in the current document. Staff is hesitant to remove this provision in this proposal as it is currently included in existing requirements as #20 (1990) and #18 (1996). This specific provision allows the City to amend or add additional covenants, regulations, restrictions, and encumbrances (easements). Removing this could come at a substantial cost to the City if we ever wanted to act on this item. This restriction does act as an impediment on the property for the owner. It is up to the Committee on how they wish to proceed with the request from Jason Armani and R3JAS3, LLC.

Staff recommends the City approve the termination of the current recorded deed restrictions for 715, 717, 719, 721 and 723 S. 72nd Avenue and recording the new set of revised deed restrictions.

CITY OF WAUSAU STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS – EXISTING PROPERTIES

1. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
2. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY's zoning ordinances, and any and all other laws, codes and regulations.
3. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY's zoning ordinances.
4. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code.
5. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
6. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
7. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
8. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.
9. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.

10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
11. The CITY may, unilaterally, in the future, by Resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
12. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed, that have not been formally rescinded by the CITY. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.
13. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
14. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - a. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - b. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.

Updated 2/16/22

936877

1990 Recorded Deed Restrictions

936877

DOCUMENT NO.

WARRANTY DEED
STATE BAR OF WISCONSIN FORM 2-1092

544 PAGE 178

City of Wausau, a municipal corporation of the
State of Wisconsin,conveys and warrants to Edwin F. Jahlonski, a two-thirds
interest in, and Barbara R. Wohlfahrt, a one-third
interest in, as tenants in common,the following described real estate in Marathon County,
State of Wisconsin:

Land described in Certified Survey Map No. 4785 recorded in the office of the
Register of Deeds for Marathon County, Wisconsin, in Volume 17 of Certified
Survey Maps on page 253; being a part of the North one-half (N $\frac{1}{2}$) of the
Northwest fractional quarter (NW $\frac{1}{4}$) of Section thirty-one (31), Township
twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon
County, Wisconsin.

FEE

#77.25 U2
EXEMPTThis is not homestead property.
(is) (is not)Exception to warranties: Subject to covenants, conditions and restrictions attached
hereto and marked "Exhibit A."

CITY OF WAUSAU BY:

John Robinson, Mayor

Gary Lee Klingbeil, Clerk

AUTHENTICATION

Signature(s)

authenticated this day of 19

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
authorized by § 706.08, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
William P. Nagle, City Attorney for the
City of Wausau, 407 Grant Street,
Wausau, WI 54401-4781.

(Signatures may be authenticated or acknowledged. Both
are not necessary.)

*Names of persons signing in any capacity should be typed or printed below their signature.

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No 2-1092RECORDED IN THE OFFICE
OF THE REGISTER OF DEEDS
MARATHON COUNTY, WISCONSIN
1990 OCT 10 1041-460

OCT 10 1990 544 PAGE 178

Patricia F. Brady

Return to
Prime Properties
(see envelope)
pdcash@12.00
2907-312-990
Tax Parcel No:ACKNOWLEDGMENT
STATE OF WISCONSIN

Marathon County,
Personally came before me this 10th day of
October, 1990, the above named
John Robinson, Mayor, and
Gary Lee Klingbeil, City Clerk for
the City of Wausau,

to me known to be the person
foregoing instrument and acknowledged the same

Joan L. Heahke
Notary Public
My Commission is permanent. (If not, state expiration
date: 6/27 1993)

DEED RESTRICTIONS

1. In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase, the City of Wausau (CITY) shall have the option of repurchasing the land at the original sale price, plus interest at the rate of 5 percent per annum from the date of closing, plus the cost, less depreciation, if any, of any improvements made to the property. "Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.

In the event GRANTEE elects to convey all or any portion of said land, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the original sale price, plus interest at the rate of 5 percent per annum from the date of closing, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.

The offer to CITY shall be by registered mail, return receipt requested, mailed to the City Clerk.

CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.

This repurchase restriction runs with the land as do all the restrictions contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

2. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).

3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Economic Development Committee or its successor committee.

4. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.

5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action.

6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).

7. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.

8. There shall be no on-site dumping of anything which CITY indicates shall not be dumped.

9. GRANTEE shall submit to CITY plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.

10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and NorthWestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.

11. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 9 above.

12. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.

13. Before any outside area is used for storage, prior approval for such storage must be received, in writing, from CITY.

14. Before any outside area is used for storage parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.

15. All buildings and improvements on the property, with the exception of the initially constructed building, shall be subject to the approval of CITY.

16. On or within 60 days of October 10, 1995, CITY and Edwin F. Jablonski and Barbara R. Wohlfahrt and/or any grantees and/or successors in interest of Edwin F. Jablonski and Barbara R. Wohlfahrt shall meet and review plans for unused property on the 3.93-acre site; and if it is mutually determined that some of the property will not be used for development by Edwin F. Jablonski and Barbara R. Wohlfahrt and/or the then current owners, that CITY shall have the option to purchase back the unused property at \$3,500.00 per acre plus 5 percent interest per year.

17. At least one building shall be constructed on the property within one year of date of closing, the building to be at least 125 feet by 80 feet.

18. An addition to the building currently owned by Major Industries to the south of the parcel, of approximately 60 feet by 80 feet shall be constructed within one year of closing.

19. Prior to the construction of any additional buildings on the premises, the owners shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.

20. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.

21. These restrictions supercede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

REC'D FOR RECORDS
TIME 12:19 PM
DEC 14 1990
PATRICK D. BRAATZ
REGISTER OF DEEDS

VOL 767 PAGE 1192

STATE BAR OF WISCONSIN FORM 2 - 1982
WARRANTY DEED

DOCUMENT NO.

City of Wausau, a municipal corporation of the
State of Wisconsin,conveys and warrants to Roland R. McNutt, Jr. Revocable Trust
dated January 1, 1992,the following described real estate in Marathon County,
State of Wisconsin:

Land described in Certified Survey Map No. 4785
recorded in the office of the Register of Deeds for
Marathon County, Wisconsin, in Volume 17 of
Certified Survey Maps on page 253; being a part
of the North one-half (N 1/2) of the Northwest
fractional quarter (NW fr'1 1/4) of Section thirty-
one (31), Township twenty-nine (29) North, Range
seven (7) East, in the City of Wausau, Marathon
County, Wisconsin

1092609
CITY WAUSAU/MCNUTT
REGISTER'S OFFICE
MARATHON COUNTY, WI
12-31-1996 11:21 AMVOLUME 167 OF MICRO
RECORDS ON PAGE 1192

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Office of City Attorney
City Hall, 407 Grant Street
Wausau, WI 54403-4783

(\$14 Charge to City of Wausau)

37.291.4.2907.312.0982 ✓

PARCEL IDENTIFICATION NUMBER

EXEMPT 77.25(2)

This is not homestead property.
(is) (is not)Exception to warranties: Subject to covenants, conditions and restrictions attached hereto
and marked "Exhibit A."Dated this 30th day of December, A.D., 19 96

CITY OF WAUSAU BY:

Philip E. Valitchka (SEAL)

Philip E. Valitchka, Acting Mayor

Doris Carlson (SEAL)

Doris Carlson, Deputy Clerk

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19 _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

William P. Nagle, City Attorney for the
City of Wausau, 407 Grant Street,
Wausau, WI 54403-4783(Signatures may be authenticated or acknowledged. Both are not
necessary.)

ACKNOWLEDGMENT

State of Wisconsin,

Marathon CountyPersonally came before me this 30th
December, 1996Philip E. Valitchka, Acting Mayorand Doris Carlson, Deputy Clerk

for the City of Wausau.

to me known to be the persons
instrument and acknowledge the same.

Joan L. Heahlike

Notary Public, Marathon County, Wis.

My commission is permanent. (If not, state expiration date:

6/22, 1997)

DEED RESTRICTIONS ✓

1. In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase, the City of Wausau (CITY) shall have the option of repurchasing the land at the original sale price, plus interest at the rate of 5 percent per annum from the date of closing, plus the cost, less depreciation, if any, of any improvements made to the property. "Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.

In the event GRANTEE elects to convey all or any portion of said land, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the original sale price, plus interest at the rate of 5 percent per annum from the date of closing, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.

The offer to CITY shall be by registered mail, return receipt requested, mailed to the City Clerk.

CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.

This repurchase restriction runs with the land as do all the restrictions contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

2. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).

3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Economic Development Committee or its successor committee.

4. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.

5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action.

6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).

7. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.

8. There shall be no on-site dumping of anything which CITY indicates shall not be dumped.

9. GRANTEE shall submit to CITY plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.

10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and NorthWestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
11. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 9 above.
12. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.
13. Before any outside area is used for storage, prior approval for such storage must be received, in writing, from CITY.
14. Before any outside area is used for storage parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.
15. On or within 60 days of October 2, 1997, CITY and Roland R. McNutt, Jr. Revocable Trust dated January 1, 1992, and/or any grantees and/or successors in interest of Roland R. McNutt, Jr. Revocable Trust dated January 1, 1992, shall meet and review plans for unused property on the 3.93-acre site; and if it is mutually determined that some of the property will not be used for development by Roland R. McNutt, Jr. Revocable Trust dated January 1, 1992, and/or the then current owners, that CITY shall have the option to purchase back the unused property at \$16,250 per acre plus 5 percent interest per year.
16. Prior to the construction of any buildings and improvements on the premises, the owners shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.
17. GRANTEE agrees to upgrade the exterior of the existing building on the premises and to landscape the property surrounding the building—all pursuant to plans approved by CITY.
18. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
19. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.
20. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.

1092609
CITY WAUSAU/MCNUTT

To: Economic Development Committee
From: Liz Brodek, Development Director
Date: March 1, 2022
Re: Planning Option Extension Request for Riverlife
Lots 6, 7, and 8



As background to this request, please recall that this Economic Development Committee received a request from T. Wall Enterprises for a Planning Option Agreement for Riverlife Lots 6, 7, and 8 on December 7, 2021. Staff drafted and presented the requested Planning Option on January 4, 2022, which was approved by this Committee, 4-0. That Planning Option is incorporated in your packet materials for reference. The extension request we are entertaining today related to the statements that due diligence must be performed by March 1, 2022, and that development agreement negotiations may take place for up to 60 days after a written notice of intent to proceed with the project is received (by May 1, 2022). Terrance Wall and Nick Patterson, also of T. Wall Enterprises, were present at the December 7, 2021, meeting at which these terms were initially discussed and verbally agreed to the timeline at that meeting. A copy of the December 7, 2021, Economic Development Committee meeting minutes are also included for your reference.

Mr. Patterson contacted me on February 9, 2022, to inform the City of their intent to start boring the week of February 21 as due diligence under the Planning Option. Upon receiving my out of office message (I was at the Governor's Conference on Economic Development), Mr. Patterson then immediately reached out to Brad Lenz, his prior contact on this project, about getting on site to perform the due diligence testing. Mr. Lenz responded on February 10 asking for a sampling map. On February 14, Mr. Patterson provided a map and type of samplings they were requesting.

On February 16, I informed Mr. Patterson of the need to provide Certificates of Insurance ("COIs") prior to testing. Mr. Patterson sent the COIs for their subcontractors, True North and American Engineering Testing ("AET"), within the hour of my request. I also informed Mr. Patterson on February 16 that this will need to go through Council on February 22, and that, upon approval, testing could begin on February 23. I emailed Mr. Patterson on February 22 at both 4:29pm and immediately following the Council item that satisfactory COIs would also be needed before testing could begin. Mr. Patterson emailed representatives from True North and AET at 7:01pm on February 22 to ensure that they provided updated and satisfactory COIs to proceed with boring the next day.

Since then, Attorney Jacobson and T. Wall's attorney have been exchanging emails about the COIs to ensure they adequately protect the City of Wausau. Per a conversation with Mr. Patterson on the afternoon of February 25, I understand that the T. Wall team will be meeting early the week of February 28 to discuss what is needed to satisfy the City's requirements.

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: Terrence R. Wall
Title: President of its manager

CITY:

CITY OF WAUSAU,
a Wisconsin municipal corporation

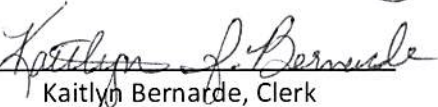
By: 
Katie Rosenberg, Mayor
By: 
Kaitlyn Bernarde, Clerk

EXHIBIT A

DEPICTION OF THE PROPERTY

RIVERFRONT NORTH

PART OF SECTIONS 25 AND 26, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN.



On February 24, Mr. Patterson and I had a brief conversation in which he indicated that True North and AET would not be able to provide the adequate documentation in time for the expiration of the Planning Option on March 1, 2022, at 5pm, and requested an extension of the Planning Option.

On February 25, Mr. Patterson and I spoke more in depth about the extension request. Mr. Patterson made a verbal request, a written version of which will be received shortly, that the Planning Option be extended to May 2, 2022, and that our negotiation period be extended from 60 days from the written notice of intent to proceed, to end on September 1, 2022.

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 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 than 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 units, 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 posed 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.