



*** 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: Economic Development Committee

Date/Time: Tuesday, June 7, 2022 at 5:15 p.m.

Location: City Hall, Council Chambers

Members: Sarah Watson (C), Chad Henke (VC), Lisa Rasmussen, Tom Kilian, and Carol Lukens

AGENDA ITEMS FOR CONSIDERATION

(All items listed may be acted upon)

1. Approval of Minutes from 5/3/22
 2. Presentation, discussion, and possible action on RFP responses for 180 E Wausau Ave. (Fifrick, Brodek)
 3. Discussion and possible action on approving Commercial Rehab Loan for 101 Pub at 101 N. 3rd Ave. (Stratz, Brodek)
 4. Discussion and possible action on approving Commercial Rehab Loan for Wausau's Liberty Gardens, LLC at 608 N 3rd Ave. (Stratz, Brodek)
 5. Discussion and possible action on waiving noncompliance with condition precedent to City's obligation to provide Tax Increment Grant Installment pursuant to Development Agreement (Mountain Lanes) - 1401 Elm Street (Brodek, Atty. Alfonso)
 6. Update on Gorman & Co West Side Battery redevelopment at 415 S. 1st Ave. (Brodek, Claybough)
 7. Update on Marketing plan and Wausau Area Marketing Specialist position (Brodek)
 8. Discussion and possible action on developer request for demolition expense pursuant to Plaza Hotel Multifamily (Phase 1) Development Agreement - 201 N 17th Ave. (Brodek, Atty. Alfonso, Atty. Roang)
 9. Discussion and possible action on developer request for Phase 2 Tax Increment Grant for Multifamily redevelopment at 201 N. 17th Avenue (Brodek, Atty. Alfonso, Atty. Roang)
- CLOSED SESSION** pursuant to Wis. Stat. 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, regarding:
- Developer request for demolition expense pursuant to Plaza Multifamily (Phase 1) Development Agreement at 201 N 17th Avenue
 - Developer request for Tax Increment Grant allocated to Phase 2 for Multifamily redevelopment at 201 N 17th Avenue
10. Reconvene in open session for possible action on Closed Session items
 11. 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 6/03/22

Members of the public who do not wish to appear in person may view the meeting live on Channel 981 of Cable TV or the City of Wausau Meetings YouTube Channel at <https://tinyurl.com/WausauCityCouncil> (go to playlist and choose the meeting playlist desired). Any person wishing to offer public comment who does not appear in person to do so, may email liz.brodek@ci.wausau.wi.us with "EDC public comment" in the subject line by 3:00 p.m. on the meeting day. All public comments received, either by email or in person, if agendized, will be limited to items on the agenda only. Messages related to agenda items received by 3:00 p.m. on the meeting day will be provided to the Committee Chair.

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

MINUTES

Economic Development Committee Meeting

Tuesday, May 3, 2022, at 5:00 P.M. | Kilian at 5:15 P.M.

In Attendance

Members Present: Sarah Watson, Lisa Rasmussen, Tom Kilian, Chad Henke, Carol Lukens

Others Present: Liz Brodek, Randy Fifrick, Shannon Graff, Atty. Anne Jacobson, MaryAnne Groat (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 – Select a Chairperson and Vice Chairperson for 2022-2024 Term

Brodek called meeting to order and opened discussion for a new nomination of a chairperson for the committee.

Rasmussen nominated Alder Watson for Chairperson, seconded by Kilian. Watson accepted the nomination.

Kilian motioned to close the nomination, seconded by Henke. PASSED 5-0

Watson requested committee member nominations for co-chair.

Rasmussen nominated Alder Henke for co-chair, seconded by Kilian. Henke accepted the nomination.

Lukens motioned to close the nomination, seconded by Rasmussen. PASSED 5-0.

Agenda Item 2 – Establish Regular Meeting Date and Time for 2022-2024 Term

Watson asked committee members if there was a motion to keep the meeting time as the 1st Tuesday of each month at 5:15 p.m. No discussion to change occurred.

Kilian motioned, seconded by Rasmussen. PASSED 5-0

Agenda Item 3 – Approval of the Minutes from 4/06/2022

Kilian motioned to approve, seconded by Henke. PASSED 5-0. No discussion regarding minutes.

Agenda Item 4 – Discussion and possible action on RFP for Riverlife Lots 6, 7, and 8 (Fifrick)

Brodek provided background on the RFP for Riverlife. Brodek said this is for the lots that previously had a planning option that has since been terminated due to expediency of the project.

Fifrick explained the RFP is similar to the last one but includes additional information on the environmental piece to be provide clarity to potential developers.

Watson asked if there were specifics on the timeline for the RFP. Fifrick explained the rationale to have a 3-month timeframe for proposals due to a fanfare scheduled in June through Synergy which will bring many developers from around the state to Wausau. Fifrick wants this opportunity to show off the lots to those developers with the hope of eliciting more proposals. He also explained the timeline itself might change but is hoping to keep moving things forward so there aren't large voids in the timeline.

Watson motioned to amend the RFP to add verbiage to the 6th bullet point regarding the use of local contractors to score higher points. Atty. Jacobson commented that there is a state statute prohibiting preferential treatment to local contractors. Fifrick stated he would work with the city attorney to add the appropriate verbiage to the RFP.

Lukens seconded Watson's amendment suggestion.

Watson also suggested to incorporate in the 2nd paragraph on the history and background or develop the design standards more on page 3. Fifrick agreed emphasis on design standards could be added.

Rasmussen motioned to release the RFP with amendments discussed, seconded Henke. PASSED 5-0.

Agenda Item 5 – Discussion and possible action on approving Briq’s lease amendment for Riverlife (Brodek)

Brodek outlined the changes made to Briq’s lease agreement for Riverlife. She explained the lease is being extended to September 25, 2022, instead of June 25, 2022, to be a full three years. Briqs will open for the season on May 25, 2022, to accommodate the workers needed for the season. Hours of operation remain the same. Brodek also explained Parks will provide cleaning of the 2 public restrooms in the morning and midafternoon and Briqs will close the restrooms when they close for the evening.

Rasmussen requested the Park Department continue to maintain the bathrooms through fall, after Briqs closes for the season.

Rasmussen moved to approve the lease amendment, seconded by Kilian. PASSED 5-0.

Agenda Item 6 – Discussion and possible action on approving Second Amendment to Riverlife Condo Agreement (Atty. Jacobson, Brodek)

Brodek explained the amendment is to push the closing date out 120 days from the April dates and completion date for the project would be pushed to November 2023. Brodek explained after discussions with the developer, it was determined everything related to the project is taking longer these days.

Rasmussen agreed the upheaval in the market has caused a wide variety of issues for contractors.

Rasmussen motioned to approve, seconded by Kilian. PASSED 5-0.

Adjournment

Henke motioned to adjourn, seconded by Lukens. PASSED 5-0. Meeting adjourned at 5:40 p.m.

To: Economic Development Committee
From: Randy Fifrick, Economic Development Manager
Date: June 2, 2022
Re: Request for Proposals for 180 E Wausau Ave



The City of Wausau released a Request for Proposals (RFP) for redevelopment of the former Wausau Chemical building at 180 East Wausau Ave in early April. This is the smaller of the former Wausau Chemical buildings that the City purchased. This 0.89 acre parcel has an existing 14,000 square foot building on it.

The City received one proposal for property. "Infused" proposed by Mathew and Kristen Aschbrenner of Asch Properties, LLC. Their proposal addresses the need in the area for a public indoor green space. The proposed business will procure and supply produce, beverages, crafted oils, syrups, bitters and garnishes in an aesthetically pleasing and environmentally sustainable space. The charming space will be open to the public and available for private use.

This property was recently rezoned to Urban Mixed Use, which would support this use but require a conditional use for the indoor greenhouse use.

Proposed Purchase Price: \$40,000

Estimated Improvement Costs: \$250,000

Requested City Financing: None

180 E Wausau RFP

'Infused'

Asch Properties LLC
Mathew and Kristen Aschbrenner
1100 Highland Park Blvd
Wausau, WI
715.297.9032 & 715.297.5251
asch.property@gmail.com
Aschbrenner.mathew@gmail.com
Khbagnall@gmail.com

Executive Summary

This design proposal addresses the need in the greater Wausau area for a public indoor green space. Our proposed business, 'Infused', will procure and supply produce, beverages, crafted oils, syrups, bitters and garnishes in an aesthetically pleasing and environmentally sustainable space. The charming space will be open to the public and available for private use.

Proposed Use of the Area

Although bountiful in green space and public areas, the Wausau area currently lacks indoor green space. The 180 E Wausau building and surrounding area will be transformed into a lush, tranquil gathering space. The main focus of the building will be an indoor garden with a central meeting space, surrounded by garden beds, enclosed in a pergola. The garden beds will contain fruiting trees, tropical plants, climbers and vines, and edible varieties that will create a colorful, lush atmosphere (attached photo A). The area will be warm, welcoming, and relaxing. Wi-Fi will be available, free of charge, and there will be electronic hook up to monitors and screens to allow for business events and multimedia use. The pergola will create a vertical separation and allow for ambient lighting that can feed the plants year round with a longer growing period. All lighting will be LED and energy efficient. Served in the garden space will be infused drinks that will be unique mocktails, teas, and smoothies.

The existing space is divided by a concrete wall. The north side of the wall (attached photos B and C) will serve as the meeting area, open to the public and available for private use. The south side of the wall will be used for the growth of herbs, vegetables and fruit trees. There will be a mixture of hydroponic and conventional growing beds (attached photos D and E). The southern space will also house a kitchen preparation area, a distillation apparatus, and space for extra equipment. The produce grown will be sold and used to create oils, syrups, bitters and garnishes for sale. The unique products will be available for sale to the local public and the online community. Any excess produce will be donated to local food pantries.

Hardscape planters will also be installed in the existing parking area, and a greenhouse will be built. The exterior materials used for the changes will complement the existing structure and enhance the overall look (attached photos F and G). The exterior street scaping will include perennials and trees that will soften the current urban feel of the existing property. The planters and greenhouse will transform an industrial building into a welcoming gathering space that incorporates renewable vegetation and resources. The greenhouse will allow for another space that extends an outdoor experience protected from the harsh Wisconsin elements (attached photo H).

The roof structure of the existing property will house solar panels and a water runoff system to recycle the grey water that will be used to water the non-edible vegetation. Batteries, which will collect energy from the solar panels, will be installed in the south end of the building to allow for heating and cooling of the building to be run primarily on renewable energy.

Profits will be generated from private event rentals, mocktail sales, and produce sales. Our space allows events to hold up to 100 people indoors, with a larger capacity when expanded outdoors. We anticipate employing two staff members full time and ample part-time staff for events. Our public hours of operation will be 10:00am-6:00pm Monday-Friday and 10:00am-8:00pm on Saturday. We will host most private events after-hours.

Handcrafted syrups, oils, and bitters will serve as the base of our mocktails. These will be created on site and include:

- Orange Oil
- Lemon Oil
- Sage Oil
- Lavender Syrup
- Bee Balm Syrup
- Lemon Balm Syrup
- Lemon Balm Ginger Syrup
- Pineapple Sage Syrup
- Rose Water Syrup
- Orange Bitters
- Lemon Bitters
- Jalapeño Bitters
- Sage Bitters
- Cilantro Bitters
- Espresso Bitters

One of our signature drinks will be:

- Club Soda
- Lavender Syrup
- Pineapple Syrup
- Lemon Bitters
- Garnish with a Lemon Peel and Maraschino cherry

Our estimated gross profits are \$150,000 annually:

\$75,000 in product sales

\$75,000 in event sales

We plan to be open for pregame Woodchuck games, and we would allow parking to occur on site until the current contract expires in 2029. We expect some of our highest volume will coincide with the Woodchucks and wish to partner with them for any private corporate events.

We also anticipate multiple events open to the public and educational events to the local schools. Possible events include:

- Kentucky Derby Watch Party

- Cabin Fever Party to coincide with Wausau Winter Festival

- Harvest Dinner

- Distillation/Extraction Class

- Composting Class

- Spring Seedling Sale

Long-term goals are to create an event space on the south side of the building to accommodate larger private events; obtain a liquor license for additional drink menu items; create a food menu; provide education to the public; and expand upon the current inventory of produce.

Proposed Purchase Price

\$40,000

Estimated Construction Value and Timeline

\$250,000

The building is in immediate need of updated heating, cooling, electrical, plumbing, roofing, doors, and bathroom. The raised garden beds, pergola, exterior landscaping, and hydroponic planters will be constructed within 6 months of property acquisition.

A breakdown of the construction is as follows and includes labor costs:

- Roof with water runoff: \$10,000

- Heating and cooling: \$10,000

- Electrical: \$5,000

- Bathroom: \$5,000

- Solar Panels and Batteries: \$25,000

- Pergola and flower beds: \$20,000

- Hydroponic gardens: \$5,000

- Greenhouse: \$10,000

- Plants: \$5,000

- Kitchen: \$50,000

- Exterior: \$40,000

Tables, chairs, glassware, silverware: \$10,000
Distillation equipment: \$5,000

Asch Properties LLC is a local business that has a ten year history of home restoration and renovations. The restoration projects have valued over \$1.4 million. We are experienced in working with local contractors and subcontractors, which we will use for this project.

General Contractor: First Wausau Building and Remodeling
Plumbing, Heating and Cooling: PGA
Electrical: Current Connections
Solar: All Energy Solar
Roofing: Kulp's of Stratford

Financing of the project will be from Asch Properties LLC. The liquid assets are over \$300,000. There is no need for a city loan or exemption. Asch Properties is a small, family-run organization with owners Mathew and Kristen Aschbrenner. Mathew is a Wausau native and physician with the Eye Clinic of Wisconsin. Kristen is a Hartland, Wisconsin native and a pharmacist. Our housing portfolio includes renovations done at multiple homes in the Wausau area. We have used the above contractors and subcontractors for multiple projects.

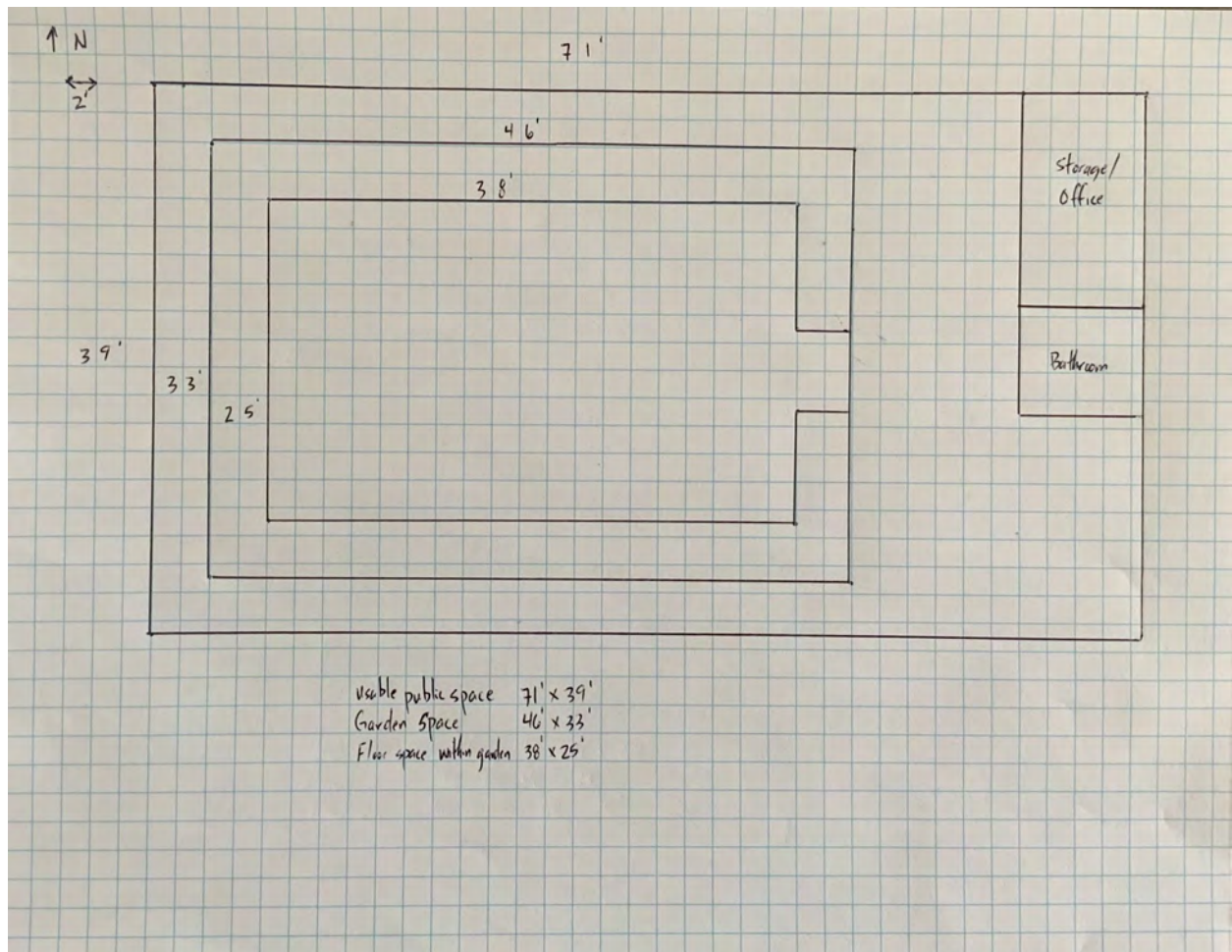
Photo exhibits A-H

A.

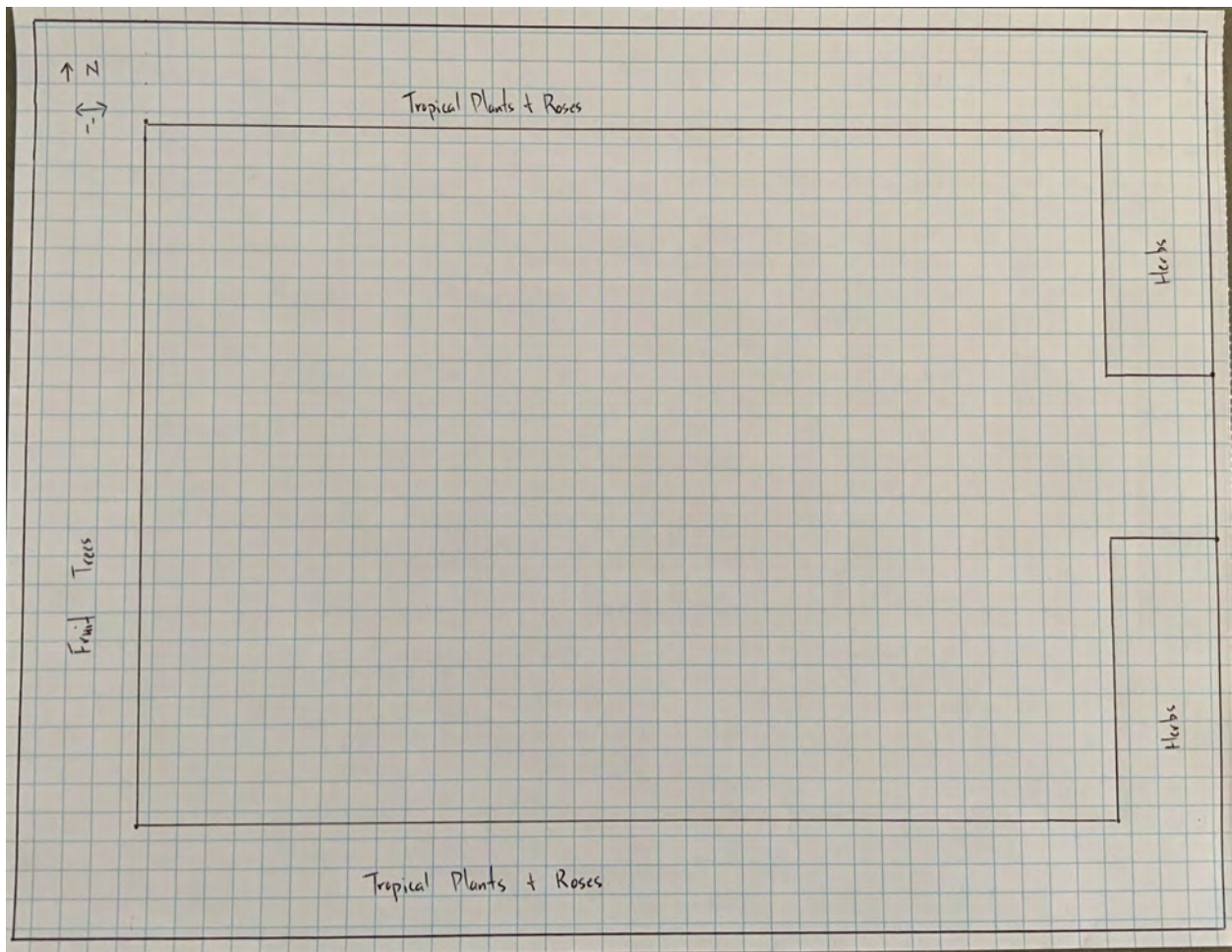


(A) A visually similar event space with surrounding garden beds, vines, and a pergola that will define the vertical space and allow for lighting and vine growth.

B.

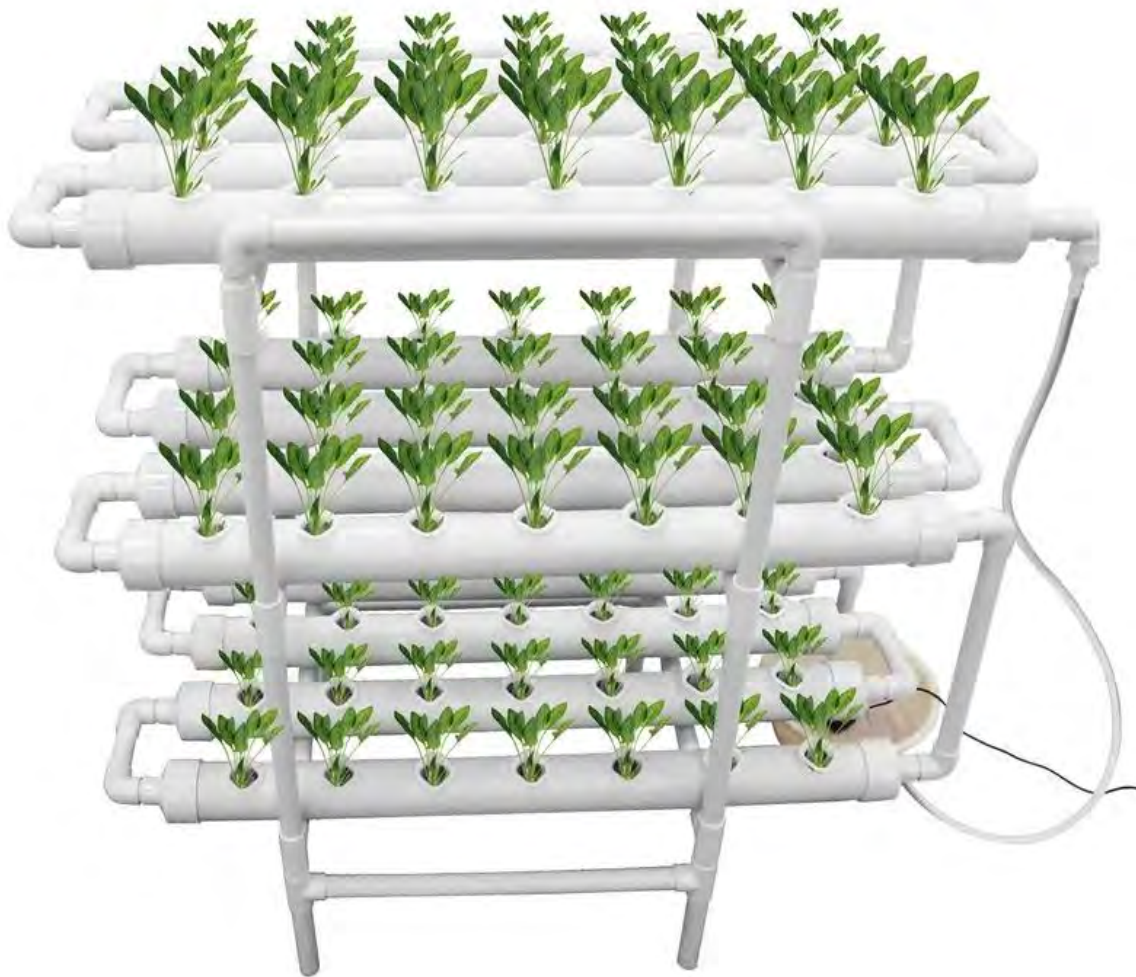


C.



The images above represent, to scale, the event space (B) and pergola.
(C) represents the meeting space.

D.



2 SIDES 72 PLANT SITES

MATERIAL : PVC

GROSS WEIGHT: 22LB



E.

Above, images (D) and (E) represent the hydroponic units that will grow herbs.

F.



Image (F) is similar to the look of the building after doors and siding have been updated.

G.



(G) Most overhead doors will be replaced with glass doors.

H.





(H) A greenhouse addition will create additional communal space as well as a growing space.

Office of the Mayor
Katie Rosenberg



TEL: (715) 261-6800
FAX: (715) 261-6808

April 11, 2022

Dear Interested Parties,

The City of Wausau is pleased to release this Request for Proposals (RFP) for redevelopment of the former Wausau Chemical building at 180 East Wausau Ave. This is the smaller of the former Wausau Chemical buildings that the City purchased. This 0.89 acre parcel has an existing 14,000 square foot building on it.

The City of Wausau is proud of a long track record of successful public-private partnerships for development which has resulted in over \$100 million invested in downtown in the past decade and another \$80 million currently under construction.

Successful proposals should:

- Be creative in its use and add value to the neighborhood and surrounding businesses
- Propose a use that complements the existing uses and maximizes property tax value of the land to City.
- Utilize the existing building or proposes an architecturally unique building which meets the City's Urban Design Guidelines.

Event	Date
1. RFP Released	April 13, 2022
2. Proposals Due	May 26, 2022
3. Initial Review of Proposals (Economic Development Committee)	June 7, 2022

Questions and/or additional information on this RFP and private tours of the existing building are available upon request. Please contact:

Randy Fifrick, Economic Development Manager, 715-261-6684, randy.fifrick@ci.wausau.wi.us

Sincerely,

Katie Rosenberg
Mayor

History & Background

The City of Wausau is pleased to accept proposals for the redevelopment of the former “Wausau Chemical” building at 180 East Wausau Ave (PIN: 291-2907-243-0956). This 0.89 acre parcel has an existing approximately 14,000 square foot building on it. Private tours of the building are available upon request by contacting Randy Fifrick, Economic Development Manager, 715-261-6684, randy.fifrick@ci.wausau.wi.us.

The City seeks creative proposals which could involve the reuse of the existing building or the construction of new building(s). Successful proposals should:

- Be creative in its use and add value to the neighborhood and surrounding businesses.
- Propose a use that complements the existing uses and maximizes property tax value of the land to City.
- Reuse the historic building or propose an architecturally unique building that meets the City’s Urban Design Guidelines and fulfills the gateway nature of the site.
- Allow for parking on this lot for events at Athletic Park while adjacent area is developed.



Proposal Format and Required Information

The submitted proposals should include each of the following sections:

1. Interested developer name, address, telephone, and email.
2. Executive Summary of the project.
3. A draft site plan for the property. Plan does not need to be engineered but should generally be to scale.
4. Proposed use of the area, including plans and elevations of the proposed project, or relevant examples.
5. Proposed purchase price offered.
6. Estimated construction value and approximate construction timeline.
7. Other successful urban redevelopment project examples.
8. Any request for city participation. If city participation or funding is requested, the proposer will need to complete an Application for City Assistance, which can be found online at:

<https://cloud.bmisw.com/cityofwausau/Tif>

The City's development and incentive strategy particularly encourages the diversification of housing typology and rents, deployment of alternative energy technology, achievement of high energy efficiency standards, and/or the use of Property Assessed Clean Energy (PACE) tools; the priority hiring of local contractors and subcontractors; and workforce agreements with the local Building Trades Council.

City Participation

The property is located in [Tax Increment District #12](#). As part of the proposal the Developer must identify if they are requesting City participation in the project. If city participation or funding is requested, the proposer will need to complete an Application for City Assistance.

Zoning

The property is currently zoned as Heavy Industrial. The City is in the process of having the property rezoned to Urban Mixed Use which will support the land uses envisioned by the City on this site such as Mixed-Use Buildings, Artisan Production Shops, Physical Activity Studios, Commercial Kitchens, Restaurants, Taverns, and Indoor Commercial Entertainment or similar uses.

Parking

The City has an agreement to allow parking on this lot for events at Athletic Field, home of the Wausau Woodchucks. The developer will need to take this into consideration as part of the development plans for this property.

Environmental

The City of Wausau had a Phase 1 Environmental Analysis completed on the property in 2019. That analysis did not identify any concerns at that time. This report is linked on RFP announcement page on the City's website.

Design Standards

City Urban Design Standard must be integrated into the proposed project. If the project will involve utilizing the existing building, improvements to the exterior façade should be included with the project. More details can be found on the RFP announcement page on the City's website.

Landscaping

The property is currently completely covered by impervious surface. The City encourages the new development to incorporate some landscaping into the redesign.

Proposal Preparation

Any costs incurred in the development of the Response to this Request for Proposals are borne by the Developer. The City of Wausau is not responsible for any costs incurred by the Developer in formulating a response, or any other costs incurred such as mailing expenses. Information and attachments provided as part of the RFP are provided to help the developer in understanding the site. All information should be verified by the developer.

Evaluation Criteria

The Economic Development Committee and internal staff evaluation shall consider proposals based on the quality of response, proposed use, appropriateness for the neighborhood, and projected investment. To be selected, a proposer must be able to comply with general city land purchase requirements and any other applicable laws and requirements.

Weighting of criteria is used by the City as a tool in selecting the best proposal. The City may change criteria and criteria weights at any time. Evaluation scores or ranks do not create any right in or expectation of a contract award. Proposals will be evaluated on the accuracy and responsiveness of the Developer. Background checks and references will also be considered.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a Developer (out of a total of 100):

- *Proposal is creative in its use and adds value to the neighborhood and surrounding businesses (25 points)*
- *Proposal maximizes the use of the site and provides significant taxable value to the City. (25 Points)*
- *Proposal will complement the ongoing waterfront redevelopment plans. (10 Points)*
- *Developer possesses diverse resources, a successful track record, and strong financial backing for the project. (10 points)*
- *Proposal offers a reasonable purchase price to the City. (5 Points)*
- *Availability of high-quality design personnel and contractors to complete the project. (5 Points)*
- *Proposal furthers one or more strategic goals including 1) innovative companies, 2) talented workforce, and/or 3) placemaking. (10 points)*
- *Proposal incorporates green building, alternative energy technology and achieves high energy efficiency. (5 Points)*
- *Proposal incorporates shared Athletic Park parking needs (though 2029) (5 Points)*

The response that is deemed to be the most advantageous for the City and region will be given the highest consideration. The City reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability;
- Accept or sell land on the basis of initial offers received, without discussions or requests for best and final offers;
- Negotiate the nature and scope of the project before final Committee and Council approval;
- Accept no proposal and re-RFP or bid properties again in the future.

Event	Date
1. RFP Released	April 11, 2022
2. Proposals Due	May 26, 2022
3. <i>Initial Review of Proposals (Economic Development Committee)</i>	<i>June 7, 2022</i>
4. <i>City Council Review and Approval</i>	<i>June 14, 2022</i>
5. <i>Sales and Development Agreement (Finance Committee)</i>	<i>July, 2022</i>
6. <i>City Council Approval of Sales and Development Agreement</i>	<i>July, 2022</i>

The timeline Committee and Council Meetings is tentative.

Send proposals by 4:30 p.m. on Thursday, May 26, 2022, to the attention of:

Randy Fifrick, Economic Development Manager
randy.fifrick@ci.wausau.wi.us
407 Grant Street
Wausau, WI 54403-4783
Office: 715-261-6684

Exterior Views of the Building



West side of the building and parking area



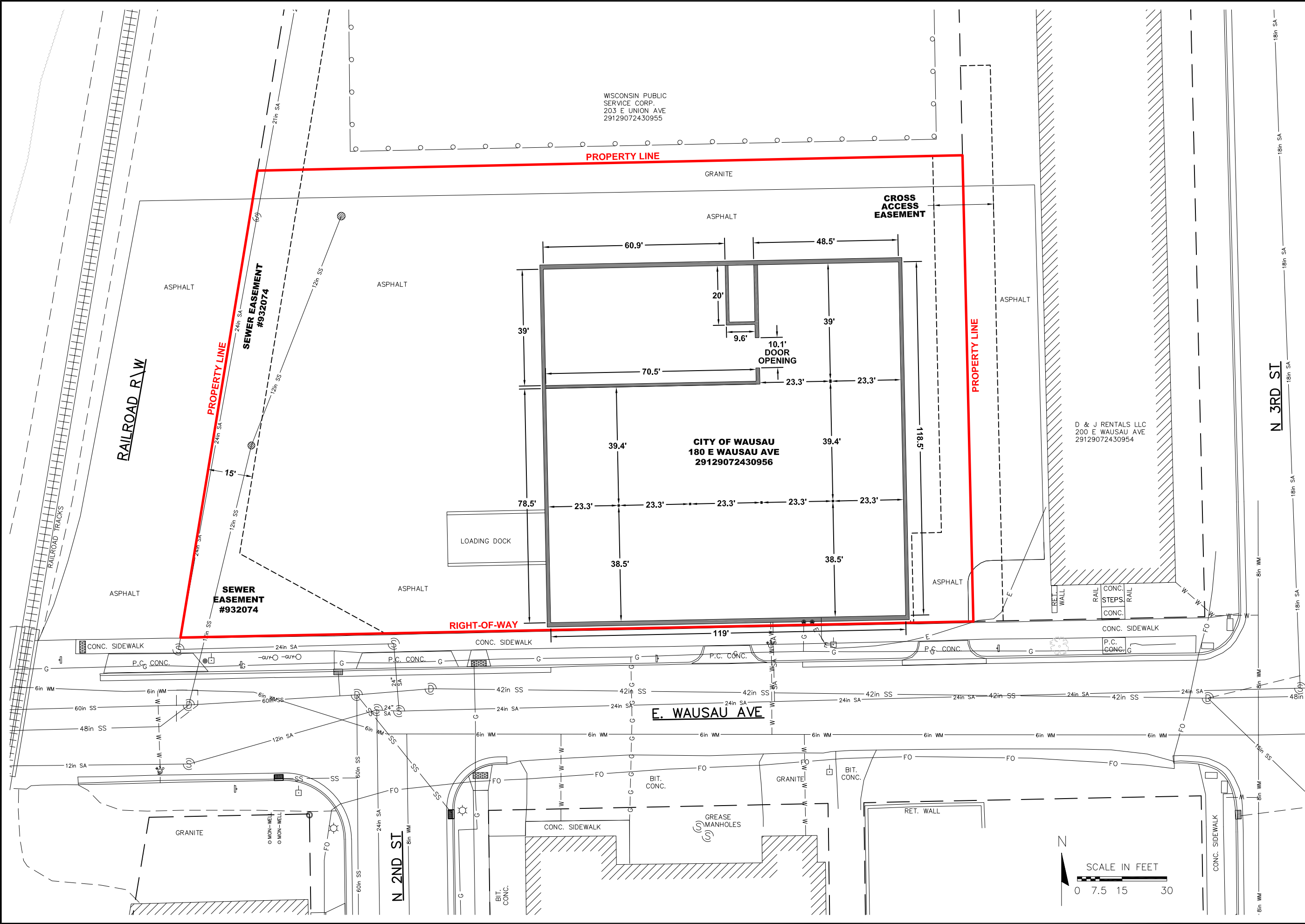
Southeast of the building looking across East Wausau Ave.

Aerial View of the Area



The area west of the railroad tracks (north and south of E Wausau Ave) will be transformed with new development in the coming years as the City of Wausau has acquired these former manufacturing parcels. Although no plans are set at this point, the expectation is this area will see expanded residential and commercial development in the next 10 years.

DWG FILE NAME: O:\Engineering\Josh180EastWausauAve.dwg, 3/23/2022 4:15:40 PM, City of Wausau - Engineering Department, Plotted by: J.D. VanBoxel



180 E. WAUSAU AVENUE CITY OF WAUSAU APPROXIMATE BUILDING DIMENSIONS REQUEST FOR PROPOSALS		CITY OF WAUSAU Engineering Department 407 GRANT STREET WAUSAU, WI 54403-4763 (715) 261-6740 FAX (715) 261-6759	
ISSUED FOR ☒ PRELIMINARY ☐ REVIEW/APPROVAL ☐ BIDDING/CONST. ☐ REC. REF. DWG. ☐ OFFICE USE		DATE 03/17/2022	REVISIONS J.D. VANBOXEL
SURVEYED BY: ENG. DEPT. FIELD BOOK NO. 1 PG. PROJ. ENGINEER: DRAWN BY: J.D. VANBOXEL APPROVED BY: POINT FILE:			
SHEET NO.		OF 1 SHEETS	
FILE NUMBER		22-03-17	



Planning, Community and Economic Development

Memorandum

To: Economic Development Committee Members
From: Tammy Stratz, Community Development Manager
Date: 6/3/2022
Re: Commercial Rehabilitation Loan Review – (101 N. 3rd Avenue)

The Community Development Department has been approached by Matt Brewer to assist with the construction costs of creating a beer garden at his property that is located at 101 N. 3rd Ave., Wausau. He has submitted a Commercial Rehabilitation Loan application with supporting documentation. He is requesting \$81,580 in loan assistance; however, there is only \$111,000 in approvable expenses according to the cost breakdown. In accordance with the guidelines, the owner has provided a Sources & Uses scenario as listed below:

USES	SOURCES			
	Owner	Bank	City	Total
Acquisition	\$	\$	\$ -0-	\$309,359
Rehab	\$	\$ -0-	\$ 81,580	\$250,121
Soft Costs (Arch/Engineer)	\$	\$ -0-	\$ 1,000	\$ 1,000
Equipment	\$	\$ -0-	\$ -0-	\$ 62,350
TOTAL	\$262,830	\$248,000	\$82,580	\$625,960

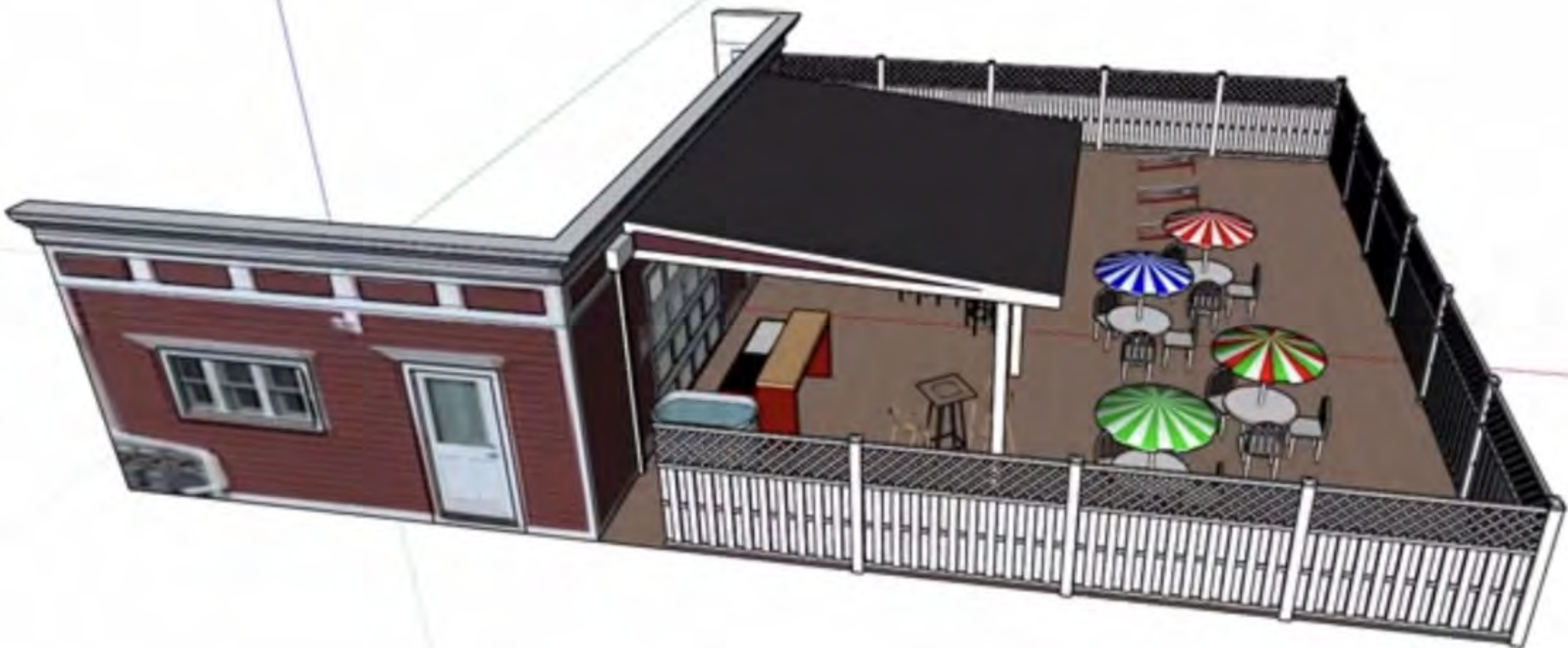
The equipment line includes kitchen equipment, other fixtures and start-up costs associated with the new business.

Staff Recommendation – Upon review of the proposed acquisition/rehabilitation costs, (\$81,580,000) are eligible under the Commercial Rehabilitation Loan guidelines plus an additional \$1,000 for the attorney's fees for closing documentation; therefore, staff is recommending a loan in the amount of (\$82,580). This would represent the city's portion to be (---%) of the total acquisition/rehabilitation project. This is right in line with other Commercial loans we have assisted with in the past.



ONE WAY
→

NO PARKING
ON THIS SIDE
←



JG

From Justin Gaffney >





Planning, Community and Economic Development

Memorandum

To: Economic Development Committee Members
From: Tammy Stratz, Community Development Manager
Date: 6/3/2022
Re: Commercial Rehabilitation Loan Review – (608 N. 3rd Avenue)

The Community Development Department has been approached by Tyler Vogt to assist with the renovations of his proposed project that is located at 608 N. 3rd Ave., Wausau. He has submitted a Commercial Rehabilitation Loan application with supporting documentation. He is requesting \$145,000 in loan assistance; however, there is only \$114,130 in approvable expenses according to the cost breakdown. In accordance with the guidelines, the owner has provided a Sources & Uses scenario as listed below:

USES	SOURCES			
	Owner	Bank	City	Total
Acquisition	\$ 61,359	\$248,000	\$ -0-	\$309,359
Rehab	\$139,121	\$ -0-	\$111,000	\$250,121
Soft Costs (Arch/Engineer)	\$	\$ -0-	\$ 4,130	\$ 4,130
Equipment	\$ 62,350	\$ -0-	\$ -0-	\$ 62,350
TOTAL	\$262,830	\$248,000	\$115,130	\$625,960

The equipment line includes kitchen equipment, other fixtures and start-up costs associated with the new business.

Staff Recommendation – Upon review of the proposed acquisition/rehabilitation costs, (\$114,130) are eligible under the Commercial Rehabilitation Loan guidelines plus an additional \$1,000 for the attorney's fees for closing documentation; therefore, staff is recommending a loan in the amount of (\$115,130). This would represent the city's portion to be (18.39%) of the total acquisition/rehabilitation project. This is right in line with other Commercial loans we have assisted with in the past.



What	Who	How Much
Electical	By Design	\$6100
Brick South Facade	Hi/Lo Service	\$45,054
Brick North Facade	Hi/Lo Service	\$10,974
Windows/Glass/Doorways Storefront	Rib Mountain Glass	\$25,974
Roof (2 flat rubber roofs)	Wausau Roofing	\$23,402
Roof (shingle/office)	Wausau Roofing	\$4058
TOTAL		\$115562
PHASE 2		
Roof top design	Funktion Design	\$3130
Steel Structure/Stairs	TBA	TBA

DEVELOPMENT AGREEMENT
(Mountain Lanes)

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made as of December 30, 2019 (the “Effective Date”), by and among the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”); and, 1401 ELM STREET, LLC, a Wisconsin limited liability company (the “Company”), and ROLAND LOKRE (“Lokre” and, together with the Company, “Developer”).

RECITALS

WHEREAS, the Company is the owner of certain real property in the City of Wausau, County of Marathon, State of Wisconsin, being legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Developer has proposed to develop the Property as set forth herein; and

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created two Tax Incremental Districts, including the City of Wausau Tax Increment District Six and the City of Wausau Tax Increment District Eight (collectively, the “TID”), and adopted or will adopt a Project Plan or each (collectively and as each is amended, the “TID Plan”) to finance certain costs to induce development within or around the TID; and

WHEREAS, in order to achieve the objectives of the TID Plan and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the TID Plan, the City has determined to provide assistance through grants from the TID and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, the Property is located within the TID; and

WHEREAS, Developer’s ability to develop the Property as set forth herein requires certain financial incentives from the City as set forth herein; and

WHEREAS, the City has determined that the proposed development at the Property by Developer (i) will promote and carry out the development objectives of the City, (ii) furthers the purposes of the TID Plan, and (iii) would not occur at the Property without the assistance of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

- a. “Agreement” means this Development Agreement.
- b. “City” is defined in the introductory paragraph of this Agreement.

- c. **"Company"** is defined in the introductory paragraph of this Agreement.
- d. **"Developer"** is defined in the introductory paragraph of this Agreement.
- e. **"Effective Date"** is defined in the introductory paragraph of this Agreement.
- f. **"Minimum Construction Cost"** means at least Seven Million, Five Hundred Thousand Dollars (\$7,500,000.00).
- g. **"Plans"** means final detailed plans and specifications for the Project in form and substance acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the Property, the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, sidewalks, landscaping, all materials to be used in construction, all interior and exterior finishes, building sections, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems, and a landscaping plan and landscape maintenance plan.
- h. **"Project"** means the redevelopment of the Property as a mixed-use multifamily residential complex as set forth in the Proposal, including, but not limited to the construction of all improvements as may be required in order to comply with applicable laws, rules, regulations, codes and ordinances in the use of the Property.
- i. **"Project Commencement"** means, the date of actual construction commencement of the Project, as determined by the City in its reasonable discretion.
- j. **"Project Commencement Deadline"** means December 31, 2019.
- k. **"Project Completion"** means the substantial completion of all of the Project, as determined by the City in its reasonable discretion. Substantial completion means the occurrence of each of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for the Project, as applicable; and (ii) the Project architect has issued a certificate stating that the Project has been substantially completed in accordance with the Plans.
- l. **"Project Completion Deadline"** means December 31, 2020.
- m. **"Project Cost Breakdown"** means a current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans. The Project Cost Breakdown shall also include Developer's proposed source(s) of funds.
- n. **"Property"** is defined in the Recitals above.

o. “Proposal” means that certain City of Wausau TIF Application dated March 26, 2019, which was presented by Developer to the City.

p. “Tax Increment Allocation” means a cumulative total amount of the Tax Increment equal to \$601,520.00 pursuant to the terms and conditions set forth below.

q. “Tax Increment” for any given calendar year is the amount derived by: (i) taking the total real property tax revenues paid by Developer and actually received and retained by the City from real property tax payments on the Property and then (ii) subtracting the Tax Increment Base Year Amount. In the event of a negative number, the Tax Increment for such year shall be \$0.00.

r. “Tax Increment Base Year Amount” means the real property taxes payable for calendar year 2019 based on the assessed value of the Property as of January 1, 2019.

s. “Tax Increment Grant” means, as described in more particularity below, a grant from the City in up to eight (8) annual installments of a percentage of Tax Increment not to exceed a cumulative amount of the Tax Increment Allocation.

t. “Tax Increment Grant Amount” for any given calendar year means an amount equal to the Tax Increment Percentage multiplied by the Tax Increment actually collected for such year.

u. “Tax Increment Percentage” means One Hundred Percent (100%).

v. “TID” is defined in the Recitals above.

w. “TID Plan” is defined in the Recitals above.

2. Construction and Operation of the Project by Developer; Preconditions for Grant.
Developer agrees and covenants with the City as follows:

a. Subject to the terms and conditions of this Agreement, Developer, at its cost and expense, agrees to construct, install, furnish, equip and maintain the Project. Developer will cause the Project to be constructed in a good and workmanlike manner and in accordance with the Plans.

b. Construction of the Project shall commence no later than the Project Commencement Deadline, and upon commencement, Developer will diligently continue construction of the Project substantially in accordance with the construction schedule approved by the City and shall achieve Project Completion no later than the Project Completion Deadline.

c. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations and ordinances. Developer covenants that it

will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Property.

d. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management, and operation of the Project.

e. Developer will not, without the City's prior written consent, materially change the scope of the Project, the Plans, or the uses of the Project. The development and operation of the Project shall be in substantial conformity with the Proposal.

f. Developer shall spend at least the Minimum Construction Cost in construction costs at the Property in connection with the Project. Developer's expenses from purchasing the Property shall not be included in such amount, nor shall any soft construction costs.

3. Available Tax Increment Grant by the City. Subject to the terms and conditions of this Agreement, the City agrees to make, and Developer agrees to accept, the Tax Increment Grant as partial reimbursement for the construction of the Project. The Tax Increment Grant shall be made in up to eight (8) annual installments on or before November 1 of each year in the amount of the Tax Increment Grant Amount for the prior calendar year up to the cumulative maximum amount of the Tax Increment Allocation; provided, however, that the amount of the Tax Increment Grant in each year is further limited to the amount of the Tax Increment actually appropriated for use as the Tax Increment Grant by the City Council for such year. The first annual payment of the Tax Increment Grant shall be in 2021 for payment of the Tax Increment Grant Amount for calendar year 2020, and the final scheduled annual payment of the Tax Increment Grant shall be in 2028 for payment of the Tax Increment Grant Amount for calendar year 2027. In the event that Developer fails to meet all conditions precedent for an installment of the Tax Increment Grant for a given year, such installment shall be forfeited for such year. The City makes no representation or covenant, express or implied, that any non-zero Tax Increment Grant Amount will be generated and/or appropriated in any given year or that, in the aggregate, all such installments will be sufficient to total the Tax Increment Allocation. Any Tax Increment which is not appropriated and allocated toward the Tax Increment Grant Amount may be used by the City for any legally permitted purpose, in its sole discretion. The City reserves the right to accelerate payments of the Tax Increment Grant.

4. Conditions Precedent to the City's Obligations.

a. *General Conditions.* In addition to all other conditions and requirements set forth in this Agreement, all of the obligations of the City under this Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

i. Developer shall promptly provide the City with (A) evidence that the Company is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of the Company are authorized to so sign this Agreement and to bind the Company to the terms and conditions of this Agreement, (B) a certified copy of the Company's organizational documents,

(C) a certificate of status for the Company issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction, and (D) resolutions or consents of the Company's board of directors, partners or members, as the case may be, approving this Agreement and the transactions which are the subject of this Agreement.

ii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this 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.

iii. Developer, at its cost, will promptly provide the Project Cost Breakdown to the City. The Project Cost Breakdown shall be certified by Developer, its Project architect and general contractor as accurate and complete and shall be acceptable to the City. The Project Cost Breakdown must show a state of facts acceptable to the City. Any revisions to the Project Cost Breakdown shall be subject to the City's review and approval.

iv. Developer shall promptly have completed the Plans which must be acceptable in all respects to the City. Any revisions to the Plans shall be subject to the City's review and approval.

v. Developer shall promptly provide the City with a detailed completion schedule for the Project which must be acceptable to the City. Such schedule shall specify the timing of all material aspects of the Project. Any revisions to such completion schedule shall be subject to the City's review and approval.

vi. Developer shall promptly provide financial information of Developer to the City, which information shall be in form and content acceptable to the City, including evidence that Developer has available funds sufficient to complete the Project.

vii. The City, through its City Council, shall have approved this Agreement and the transactions contemplated herein, and all other agreements and/or transactions which require approval.

viii. Developer shall promptly deliver to the City a standard lender comfort letter from Developer's primary lender.

b. *Conditions to Each Installment of the Tax Increment Grant.* In addition to the foregoing and all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to provide each installment of the Tax Increment Grant is conditioned upon the satisfaction of each and every of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this 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.

ii. Project Completion shall have occurred on or prior to the Project Completion Deadline.

iii. Developer shall provide the City with written evidence of Developer's expenditures with respect to construction of the Project and such other documentary evidence as required herein consistent with the Project Cost Breakdown showing a minimum hard cost construction spend of at least the Minimum Construction Cost.

iv. Developer shall provide the City with evidence that the short form memorandum of this Agreement contemplated below was either recorded before any mortgages, leases or any other assignment of the Property, or that such pre-existing mortgagee, lessee and/or assignee has agreed in writing to the terms and conditions of this Agreement.

All submissions given to the City to satisfy the conditions contained in this Section 4 must be satisfactory in form and content to the City, in its reasonable discretion.

5. Additional Representations, Warranties and Covenants of Developer. Developer represents and warrants to the City and agrees and covenants with the City as of the Effective Date and again at each disbursement of the Tax Increment Grant as follows:

a. All copies of documents, contracts and agreements which Developer has furnished to the City are true and correct in all material respects.

b. Developer has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

c. Developer will pay for all work performed and materials furnished for the Project.

d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

e. The Company is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. The Company is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of the Company and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with the Company's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

h. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

i. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.

j. The Project Cost Breakdown approved by the City accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the City is entitled to rely on the Project Cost Breakdown. Developer knows of no circumstances presently existing or likely to occur which would or could be expected to result in a variation or deviation from the Project Cost Breakdown.

k. Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. Default. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

a. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

b. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 60 days following the notice thereof from the City); or

c. Construction of the Project shall be abandoned for more than sixty (60) consecutive days or if any portion of the Project shall be damaged by fire or other casualty and not repaired, rebuilt or replaced within a reasonable time thereafter; or

d. Developer shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer or Guarantor shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

e. If the Company shall dissolve or shall cease to exist, or Lokre dies.

Upon the occurrence of any Default, the City at its option, may pursue any or all of the rights and remedies available to it at law and/or in equity and/or under this Agreement.

7. Transfers; Assignment. Developer shall not, directly or indirectly, sell, assign, transfer, convey, mortgage or encumber the Property during the term of this Agreement unless it first obtains the prior written consent of the City, which consent shall not be unreasonably withheld. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties and shall run with the land.

8. Term. The term of this Agreement shall commence on the Effective Date shall continue, unless terminated by all parties, until the earliest to occur of the following: (i) payment in full of the Grant, (ii) the last scheduled disbursement of the Grant as set forth above, and (iii) Termination of both of the tax incremental districts comprising the TID.

9. Joint and Several Obligations. The Company and Lokre shall each be jointly and severally liable for the performance of all obligations of Developer under this Agreement, and the City may bring suit against either of them, jointly or severally, or against both of them.

10. Miscellaneous.

a. Notices. All notices hereunder must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Notices to Developer:

Rolly Lokre
3062 Village Park Dr.
Plover, WI 54467

Notices to the City:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk

with a copy to:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Attorney

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

b. Recording. Recording of this Agreement is prohibited except as allowed in this paragraph. Simultaneously with this Agreement, Developer shall execute and deliver to the City the short form memorandum of this Agreement in the form attached hereto as Exhibit B, which the City may record in the real estate records.

c. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

d. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

e. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in

connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

f. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the Project.

g. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

h. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.

i. Time is of the Essence; Deadlines. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.

j. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.

k. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

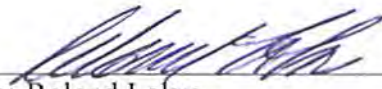
l. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

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

DEVELOPER:

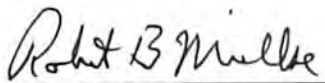
1401 ELM STREET, LLC

By: 
Name: Roland Lokre
Title: Member


ROLAND LOKRE, individually

CITY:

CITY OF WAUSAU

By: 
Robert B. Mielke, Mayor

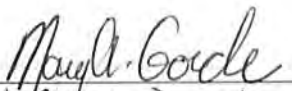
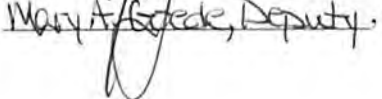
Attest: 
 Mary A. Goede, Deputy, Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 and Lot 2 of Certified Survey Map No. 18501 recorded in the Office of Register of Deeds for Marathon County in Volume 91 of Certified Survey Maps on Page 132, being part of Section 27, T29N, R7E, City of Wausau, Marathon County, Wisconsin.

Tax Parcel ID Nos.: 291-2907-274-0939 and 291-2907-274-0940

EXHIBIT B

FORM OF RECORDABLE SHORT FORM MEMORANDUM

[Attach to this cover page.]

**MEMORANDUM OF
DEVELOPMENT AGREEMENT
(Mountain Lanes)**

Document Name

Document Number

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (Mountain Lanes) (this "Memorandum") is made and entered into as of the 30th day of December, 2019, by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation located at 407 Grant Street, Wausau, WI 54403 (the "City"), **1401 ELM STREET, LLC**, a Wisconsin limited liability company (the "Company"), and **ROLAND LOKRE** ("Lokre") and, together with the Company, "Developer") (the City and Developer are referred to herein, collectively, as the "Parties").

WHEREAS, the Parties entered into that certain Development Agreement (Mountain Lanes) with an effective date of December 30, 2019 (as may be amended from time to time, the "Development Agreement"), with respect to certain property described on Exhibit A attached hereto (the "Property"); and

Recording Area

Name and Return Address

Anne L. Jacobson, Esq.
City of Wausau, City Attorney
407 Grant Street
Wausau, WI 54403

See Exhibit A attached hereto.

Parcel Identification Number (PIN)

This is not homestead property.

WHEREAS, the Parties desire to place this Memorandum of record in the real estate records for Marathon County, Wisconsin to provide notice to third parties of the Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Development Agreement.

a. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the Property and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors and assigns. The term of the Development Agreement commences as of the date thereof and terminates as provided therein.

b. The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity

as to the terms, conditions and provisions thereof. A copy of the Development Agreement is available upon request from the City at the offices of the City Clerk.

c. This Memorandum is not a complete summary of the Development Agreement. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of conflict between this Memorandum and the unrecorded Development Agreement, the unrecorded Development Agreement shall control.

2. Counterparts. This Memorandum 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

DEVELOPER:

1401 ELM STREET, LLC

By: _____
Name: Roland Lokre
Title: Member

ROLAND LOKRE, individually

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2020, ROLAND LOKRE, to me known to be the person who executed the foregoing instrument and to me known to be the member of 1401 ELM STREET, LLC, and acknowledged that he executed the foregoing instrument as such authorized representative of said entity and with its authority, and individually.

Notary Public, State of Wisconsin
My commission: _____

THE CITY:

THE CITY OF WAUSAU, WISCONSIN

By: _____
Robert B. Mielke, Mayor

Attest:

By: _____
_____, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2020, Robert B. Mielke and _____, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Notary Public, State of Wisconsin
My commission: _____

This instrument was drafted by:

Jeffrey R. Schneider
Quarles & Brady LLP
33 East Main Street, Suite 900
Madison, Wisconsin 53703

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 and Lot 2 of Certified Survey Map No. 18501 recorded in the Office of Register of Deeds for Marathon County in Volume 91 of Certified Survey Maps on Page 132, being part of Section 27, T29N, R7E, City of Wausau, Marathon County, Wisconsin.

Tax Parcel ID Nos.: 291-2907-274-0939 and 291-2907-274-0940



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

October 18, 2021

Roland Lokre
1820 Plover Road, Suite E
P. O. Box 215
Plover, WI 54467

RE: Development Agreement with 1401 Elm Street, LLC

Dear Mr. Lokre:

It has come to my attention that upon certain obligations having been met by the Developer, the City is obligated to make the first Tax Increment Grant by November 1, 2021, according to the City's Development Agreement with you.

The obligation of the City to provide each installment of the Tax Increment Grant is conditioned upon the satisfaction of each of the four conditions noted in para. 4.b.

Notably, 4.b.iv. requires the Developer to provide the City evidence that the short form memorandum of this Agreement was either recorded before any mortgages, leases or any other assignment of the Property, or that such pre-existing mortgagee, lessee and/or assignee has agreed in writing to the terms and conditions of this Agreement.

Further, all submissions given to the City to satisfy the conditions contained in Section 4 must be satisfactory in form and content to the City, in its reasonable discretion.

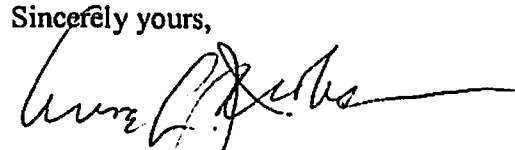
A check of Landlink reveals that the short form memorandum of this Agreement was recorded on January 16, 2020. A mortgage was recorded by Greenstate Credit Union on December 30, 2019 (as Document 1795217), as well as an Assignment of Rents (as Document 95218).

This letter is your notice that with regard to compliance with para. 4.b.iv., before the City can make the first grant payment to you, you must supply the City evidence that Greenstate Credit

Union has agreed in writing to the terms and conditions of the aforementioned Agreement, since they recorded a mortgage and an assignment of rents before the short form memorandum of the Agreement was recorded.

If you have any questions, please don't hesitate to call.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Anne L. Jacobson", written over a horizontal line.

Anne L. Jacobson
City Attorney

cc Liz Brodek, Community Development Director
Maryanne Groat, Finance Director

To: Economic Development Committee
From: Liz Brodek, Development Director
Date: June 7, 2022
Re: 1401 Elm Street, Mountain Lanes, Order of Recording
Of Short Form Memorandum



The City of Wausau entered into a Development Agreement with Roland Lokre, Developer, on December 30, 2019. Section 3 of this Agreement allows for a Tax Increment Grant for the project to be paid in eight (8) annual installments, due by November 1 each year, starting in 2021, at 100% of the Tax Increment not to exceed \$601,520.00, cumulatively.

The obligation of the City to provide each installment of the Tax Increment Grant is conditioned upon the satisfaction of each of the four conditions noted in paragraph 4b of the Development Agreement (included in this packet). Paragraph 4.b.iv requires the Developer to provide the City evidence that the short form memorandum of the agreement was either recorded before any mortgages, leases, or any other assignment of the Property, or that such pre-existing mortgagee, lessee, and or assignee has agreed in writing to terms and conditions of this Agreement.

However, a mortgage was recorded by Greenstate Credit Union on December 30, 2019 (as document 1795217) as well as an assignment of rents (document 95218). The short form memorandum of this agreement was recorded on January 16, 2020.

Mr. Lokre and his staff were contacted via email starting on September 1, 2021, with emails and calls exchanged among his staff and City staff between September 2021, and April 2022, in attempts to prepare for the Tax Increment Grant contemplated in the Agreement. The letter of October 18, 2021, included in this packet, was sent to Mr. Lokre two times without substantive response. The issue continues to be unresolved.

The City may choose to overlook that noncompliance as a practical matter to get this matter resolved. The Agreement is always required to be recorded ahead of the mortgage, to guarantee that if a foreclosure of the mortgage were to occur, it would not eliminate the City's Development Agreement. The building is complete. From the City's perspective, if the lender were to start foreclosure proceedings now, and the development agreement was eliminated, the City would not owe the Developer any TIF payments.

This Economic Development Committee and Common Council must decide whether to effectively waive the recording order requirement and allow payment of the Tax Increment Grant, or require the Developer to re-record the mortgage, assignment of rents, and short form memorandum in the order required by the Development Agreement before making a Tax Increment payment.



Job Title

Wausau Area Marketing
Specialist

Responsible To

President & CEO

Date Approved

June 1, 2022

POSITION SUMMARY

The Wausau Area Marketing Specialist advances the mission of Community Foundation of North Central Wisconsin (CFONCW) by promoting the Wausau area as an ideal place to live, work, and enjoy life. The position is responsible for increasing the awareness and perception of opportunity in the community, as well as enhancing resident attachment within the Wausau area. The Wausau Area Marketing Specialist will coordinate, compliment, amplify, and accelerate related initiatives across the community.

MAJOR RESPONSIBILITIES

- This role is new for the community and few comparable positions exist throughout the country. As such, this position will be highly iterative. The goal of the role is to increase resident attachment to the community and to increase awareness of our community from outside the region. The process for developing programs to complete the work are open to interpretation and creation.
- Regardless of how the work is executed, measures of success will be in place to review performance and ultimately assess the long-term viability of this position. Key performance indicators will be developed within six months on the job, in coordination with an Advisory Team within the CFONCW. The Advisory Team consists of the Community Foundation President & CEO, one CFONCW donor, a City of Wausau Economic Development representative, and others who may be added as appropriate.
- Leads development and execution of the annual plan and budget for the initiative.

QUALIFICATIONS & REQUIREMENTS

- Knowledge of the Wausau area landscape and ecosystem in terms of people, geography, culture, and cultural, social, civic entities, civic groups, and businesses
- Able to collect, analyze, synthesize, compare, sort, classify, and assess data is required
- Strong interpersonal skills, excellent verbal and written communication and presentation skills
- Diplomatic, charismatic, gregarious, curious, passionate about Wausau, strategic, smart, and a bridge-builder
- Ability to write compellingly for varied audiences and communication channels
- Strong organizational and project management skills with attention to detail
- Proficient in MS Office, Adobe Suite, web content management, and social media platforms
- Strong work ethic, ethical compass, and ability to maintain confidentiality
- Must include 5 references, at least 3 from the Wausau area

EDUCATION AND/OR EXPERIENCE

- Well-acquainted with the Wausau area
- Experience building community, working with and consensus building in diverse populations, community marketing, and program development preferred
- Understanding of asset-based community development
- Combination of experience and/or education, with proven ability to deliver outstanding creative and measurable results