



CITY OF MERRILL
REDEVELOPMENT AUTHORITY
AGENDA • TUESDAY APRIL 19, 2022

Regular Meeting

City Hall Council Chambers

5:30 PM

To attend remotely call 260-297-0042 and PIN 180-720-455#

- I. Call to Order
- II. Consider approval of RDA meeting minutes from April 13
 1. Minutes from April 13th
- III. Public Comments
- IV. Agenda item for review:
 1. Consider resolution authorizing development agreement with MEND Merrill, LLC for the former grocery store and adjacent N. Pine Ridge Ave. property to facilitate Tractor Supply (TID No. 4)
- V. Adjournment

City of Merrill
Meeting of Redevelopment Authority (RDA)

Wednesday, April 13, 2022 at 8:00 a.m.
City Hall Common Council Chambers

RDA Present: Clyde Nelson, Derek Woellner, Tony Kusserow, Sheila Polak, Steve Sabatke, and Val Mindak

RDA Absent: Lori Anderson-Malm

Others: Alderpersons Rick Blake and Steve Hass, Finance Director Kathy Unertl, City Administrator Dave Johnson, City Attorney Tom Hayden, Public Works Director/City Engineer Rod Akey, Bill Bialecki from Lincoln County Economic Development Corp. (LCEDC), Renea Frederick from Prairie River Properties, LLC, Austin Jones from Jones & Jones, and video operator from Merrill Productions,

Call to Order: Nelson called the meeting to order at 8:00 a.m.

Consider approval of RDA meeting minutes from March 2nd:

Motion (Kusserow/Sabatke) to approve the meeting minutes from March 2nd. Carried.

Public Comments: None.

Consider resolution authorizing development agreement with MEND Merrill, LLC for the former grocery store and adjacent N. Pine Ridge Ave. property to facilitate Tractor Supply Company (TID No. 4):

Johnson and Unertl advised that the new property owner (MEND Merrill, LLC – Bonham Construction & Maintenance Services, Inc.) will be replacing/repairing the roof of the vacant former grocery store building. So, the \$75,000 previously authorized would be provided to this LLC after completion. There will be rehabilitation within the building and construction of a new greenhouse facility. Tractor Supply Company will be leasing the property.

Sabatke questioned the potential development project costs since no site plans or building layouts were provided related to the new greenhouse. Other RDA Commissioners suggested that assumptions need to be included.

Unertl and City Attorney Tom Hayden recommended including fiscal assumptions in the development agreement which still needs to be drafted. Unertl will also follow-up with Community Development Department as to whether any Building Permit has been issued with potential site and layout plans.

Another RDA meeting will be held at 5:30 p.m. on Tuesday, April 19th to review the draft development agreement and site and layout plans. This additional RDA meeting would facilitate consideration of the Resolution at the April 19th Common Council meeting.

Update on former Anson-Gilkey site (TID No. 9) – Flood Plain:

Further engineering review of options is underway related to the National Flood Hazard Layer FIRMette map for the property. Sabatke asked about planting trees along the railroad tracks. Akey suggested waiting on making any changes to the property at this time.

Update on two new houses – 1406 and 1408 Highland Dr. (TID No. 11):

Unertl reported that TID residential incentive program forms were provided by Timber Ridge Builders, LLC (Athens) for two new homes on Highland Dr. The lots were previously owned by Lokemoen Development. When completed and preliminary reviewed by the City Assessor, each would be eligible for up to the \$10,000 housing incentive.

Next RDA meetings: Tuesday, April 19th at 5:30 p.m. and regular meeting on Wednesday, May 4 at 8 a.m.

Closed Session:

Nelson read the following: The RDA may convene in closed session per Wis. Stats. Sec. 19.85(1)(e) – deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session to consider:

- a) Consideration of potential TID No. 7 development concept and negotiation of potential development incentives
- b) Consideration of potential purchase of development sites

Motion (Kusserow/Sabatke) to move to Closed Session. Carried on roll call vote at 8:32 a.m.

There was discussion on potential development concept and potential development incentives, including potential utility and street infrastructure extensions through a property in TID No. 7. Further information on next development steps and potential costs will be provided at the next RDA meeting.

City Administrator Dave Johnson provided information on pricing for potential property purchase in TID No. 8. Information on pricing on an additional potential property purchase is still pending.

No action taken on the Closed Session items.

The RDA reconvened in Open Session at 9:12 a.m.

Update on Lincoln County Housing Summit (3/16th) and discussion of affordable housing:

Johnson highlighted the March 16th meeting, which had about 27 participants including representatives of Lincoln County, City of Merrill, City of Tomahawk, and various organizations (including HAVEN, Inc. and Merrill Area Housing Authority). Both housing and childcare were identified as major community needs. Sabatke noted need for potential American Rescue Plan Act (ARPA) grant funding and cooperative efforts between government units and community organizations.

Bialecki and Hass joined the RDA meeting at about 8:22 a.m. due to another City meeting. Bialecki reported that there would be follow-up Lincoln County meetings. There was a legislative proposal to require 10% of ARPA funds to be allocated to affordable housing.

Adjournment: (Woellner/Sabatke) to adjourn at 9:30 a.m. Carried.

Minutes prepared by RDA Secretary Kathy Unertl

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF MERRILL, WISCONSIN AND
MEND MERRILL, LLC (FOR TRACTOR SUPPLY COMPANY)**

WHEREAS, the Common Council of the City of Merrill created Tax Increment District (TID) No. 4 on September 11, 2007 and the redevelopment site is within TID No. 4; and,

WHEREAS, Resolution No.2709 adopted on October 12, 2021 authorized \$75,000 for replacement of the roof on the former grocery store at the 3402 E. Main St. for new commercial operations and this work will be performed by the new property owner, MEND Merrill LLC; and,

WHEREAS, a new greenhouse facility will be constructed on the west side of the existing building, along N. Pine Ridge Ave. and commercial business leased to Tractor Supply Company; and

WHEREAS, the City of Merrill finds that the proposed development and the fulfillment of the items and conditions of the attached Development Agreement are in the vital and best interest of the City of Merrill, the Merrill Redevelopment Authority and City residents and serves a public purpose in accordance with State law; and,

WHEREAS, additional new retail jobs will be generated by the new commercial businesses and property taxes will be maintained through these redevelopment projects; and,

WHEREAS, MEND Merrill, LLC has negotiated the development agreement to provide an incentive payment not to exceed \$75,000 for roof replacement/repair and \$50,000 for the new greenhouse facility; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 19th day of April, 2022, that the Mayor and City Clerk are authorized to sign the development agreement by and between the City of Merrill and MEND Merrill, LLC and to facilitate the implementation thereof.

Recommended by:
Redevelopment Authority (RDA)

CITY OF MERRILL, WISCONSIN

Moved: _____

Steve J. Hass
Mayor

Passed: _____

Lori Anderson-Malm
Deputy City Clerk

City of Merrill – TIF Development Incentive Overview

TID No. 4 – Former Grocery Store (East Side)

Property Owner:	MEND Merrill LLC (Bonham Construction and Maintenance Services, Inc. from Mahomet, IL is purchasing the vacant former grocery store property from Merrill Ridge Shopping Center LLC
Location:	3402 E. Main St. (vacant 25,697 sq. ft. building, front parking lot, and adjacent N. Pine Ridge Ave. frontage
Development:	Repair/replacement of leaking roof and construction of new greenhouse to facilitate new commercial tenant (i.e. Tractor Supply Company). See following March 7, 2022 overview of planned improvements and site/building plans.
Investment:	Besides purchase of the land and vacant building, developer estimating about \$600,000 investment in renovations and another \$450,000 for new greenhouse. City Building Permit issued 4/5/2022 for \$900,000.
Job Creation:	New commercial jobs through tenant of the leased commercial property.
Infrastructure:	None planned.

TID Development Incentives:

Tax Increment – Projected increase of almost \$200,000 over TID No. 4 Lifespan (see following fiscal information).

Would be structured as redevelopment occurs:

- \$75,000 after roof repair/replacement is completed; and
- \$50,000 upon completion of new greenhouse

City of Merrill - Tax Increment District (TID) No. 4					
Projected Tax Increment Renovation & New Greenhouse					
MEND Merrill, LLC (for tenant - Tractor Supply Company)					
Real Estate Assessments:					
251-3106-182-015*					
3402 E Main St					
Greenhouse					
Valuations					
1/1/2021					
Projected					
Land		\$481,400			\$0
Improved		\$1,428,800			\$400,000
Total		\$1,910,200			\$400,000
Project Increases \$150,000 \$400,000					
*Tax Parcel for also includes valuations for 3404 and 3420 to 3440 E. Main St.					
Pending Certified Survey Map (CSM) to split the tax parcel,					
Projected Tax Increment Renovation and New Greenhouse:					
Const.	Value	Revenue	Real Estate	Tax	Total New
Year	Year	Year	Increment	Rate	Increment
2022	2023	2024	\$550,000	\$29.46	\$16,203
	2024	2025	\$550,000	\$29.46	\$16,203
	2025	2026	\$550,000	\$29.46	\$16,203
	2026	2027	\$550,000	\$29.46	\$16,203
	2027	2028	\$550,000	\$29.46	\$16,203
	2028	2029	\$550,000	\$29.46	\$16,203
	2029	2030	\$550,000	\$29.46	\$16,203
	2030	2031	\$550,000	\$29.46	\$16,203
	2031	2032	\$550,000	\$29.46	\$16,203
	2032	2033	\$550,000	\$29.46	\$16,203
	2033	2034	\$550,000	\$29.46	\$16,203
	2034	2035	\$550,000	\$29.46	\$16,203
Projected Tax Increment					\$194,436
Total					

Attachment: TID NO.4 - MEND Merrill (for Tractor Supply) (8706 : Consider resolution authorizing dev.agreement with MEND Merrill, LLC to

MEND Merrill, LLC

PO Box 387
 Mahomet, IL. 61853
 217-586-1880

City of Merrill
 1004 E. 1st. St.
 Merrill, WI. 54452

March 7, 2022

RE: TIF Incentive

City of Merrill officials,

MEND Merrill, LLC is looking to purchase the old Piggly Wiggly building located at 3404 E. Main St., Merrill, WI with the purpose of leasing to Tractor Supply Company. The building is in poor condition and will need several updates which includes the following:

- Replace the roof
- Install new HVAC with high efficiency
- Update the restrooms with new and touchless fixtures
- Build a pet wash room
- Install all new LED lighting
- Paint interior and exterior of building
- Demo tile floor, grind and polish the concrete floor
- Remove all cooler pads and replace with new concrete
- Building a new manager office
- Install new fire alarm and security system
- Install a new overhead door
- Reseal and restripe the parking lot

Additionally, to serve the tenant and the customers:
 (tenant will require to generate the projected sales it needs)

- Build a greenhouse
- Installing a propane tank for customer sales
- Install a fenced outdoor display area

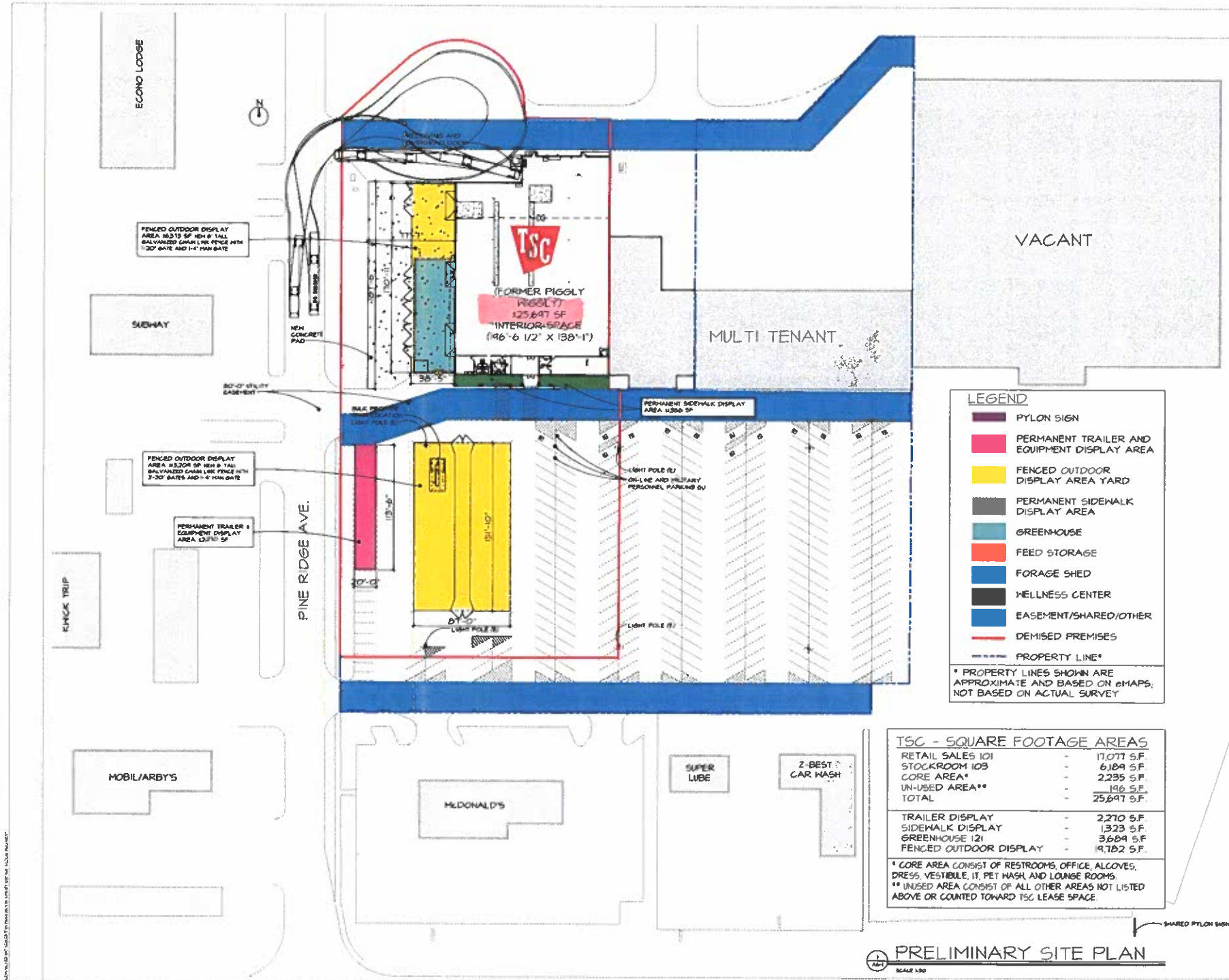
Total cost to renovate (not including greenhouse).	\$600,000.00
Total cost to build greenhouse.	\$450,000.00

In order to complete the project to the standards the tenant requires we are asking for the following:

- \$50,000 grant to build the greenhouse
- \$75,000 grant to replace the roof

Sincerely,

Don Bonham, manager



SAORSA
ARCHITECTURE
P.O. BOX 1000, BRENTWOOD, TN 37027
PHONE: (615) 440-4200

PRELIMINARY

5401 VIRGINIA WAY
BRENTWOOD, TN 37027
PHONE: (615) 440-4200

TSC TRACTOR SUPPLY CO.

PROPOSED RETROFIT:
340N E. MAIN STREET
MERRILL, WI 54452

JOB NUMBER
21-009
REVISIONS:
1. REVISED - TRAILER AND EQUIPMENT DISPLAY AREA
2. REVISED - TRAILER AND EQUIPMENT DISPLAY AREA
3. REVISED - TRAILER AND EQUIPMENT DISPLAY AREA
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9. REVISED - TRAILER AND EQUIPMENT DISPLAY AREA
10. REVISED - TRAILER AND EQUIPMENT DISPLAY AREA

MAY 11, 2021
AS-
PRELIMINARY SITE PLAN

Attachment: TID NO.4 - MEND Merrill (for Tractor Supply) (8706 : Consider resolution authorizing

SCALE BOX: 1"=10'

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE
CITY OF MERRILL, WISCONSIN
AND MEND MERRILL, LLC (FOR TRACTOR SUPPLY
COMPANY)**

THE DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of _____, 2022 by and between the City of Merrill, Wisconsin, (the “City”) a political subdivision of the State of Wisconsin and MEND Merrill, LLC, (the “Developer”).

RECITALS

- A. The City desires to encourage economic development, the development of underutilized land, expand its tax base and create new jobs within the City.
- B. Wis. Stat. §66.1105 (the “Tax Increment Law”) provides the authority and establishes procedures by which the City may exercise powers necessary and convenient to carry out the purposes of the Tax Increment Law, cause project plans to be prepared, approve such plans, implement provisions and effectuate the purposes of such plans and finance such development through the use of tax incremental financing.
- C. Wis. Stat. §66.1333 (the “Redevelopment Law”) provides the authority and establishes the procedures by which the City acting through and by the Redevelopment Authority of the City of Merrill (the “RDA”) may exercise powers necessary and convenient to carry out the purposes of the Redevelopment Law, cause redevelopment plans to be prepared, approve such plans, borrow money and issue bonds, implement provisions and effectuate the purposes of such plans and finance redevelopment through the Redevelopment Law.
- D. MEND Merrill, LLC is purchasing a development area described as:
LT 1 CSM 1512 V7 P185 D0397553
.
Located at: 3402 E. Main Street, Merrill, Wisconsin
- E. The Developer proposes to rehabilitate existing 25,697 square foot vacant former grocery store and construct a new 3,672 square foot greenhouse located within the Development Area.
- F. As an inducement to Developer to undertake the Development in TID 4 and to construct or cause to construct the Development, the City and the RDA intend to provide an incentive to Developer by making an incentive payment to the Developer for project

costs incurred to rehabilitate the existing retail building and construct new greenhouse within TID 4.

G. The City and RDA finds incentives to be necessary to encourage the Development in the Development Area and for Developer to undertake the Development in such a manner as to accomplish the City goals.

H. The City finds that the redevelopment and the fulfillment generally of the terms and conditions of this Agreement are in the vital and best interest of the City, RDA and City residents by expanding the tax base, creating new jobs and causing the redevelopment of underutilized property thereby serving a public purpose in accordance with state and local law.

NOW THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Section 1.01 Initial Undertaking of the City of Merrill

The City Has:

- a. Included the Development Area within TID #4.
- b. Reviewed the Business Plans of the Developers

Following Execution of this Agreement, the City agrees that it shall cooperate with Developer to facilitate Developer's performance under this Agreement.

Section 1.02 Initial Undertakings of the Developers

- a. Raised equity and financing necessary for the development.
- b. File site plan and permit applications with the City and/or State.
- c. Contracted for rehabilitation of existing 25,697 square foot vacant former grocery store and construction of a new 3,672 square foot greenhouse.
- d. Developer will commence construction, with occupancy planned by November 1, 2022.
- e. This development incentive is to facilitate the retail building rehabilitation, including roof replacement/repair and construction of new greenhouse.

ARTICLE II INCENTIVE PAYMENTS TO DEVELOPER

The City shall pay a pay-as-you-go development incentive to the Developer in the aggregate amount of One Hundred Twenty-Five Thousand Dollars (\$125,000). This incentive shall be paid to MEND Merrill, LLC per the following schedule:

<u>PAYMENT TIME FRAME</u>	<u>DEVELOPMENT INCENTIVES</u>
Upon completion of roof repair/replacement	\$75,000
Upon completion of new greenhouse	\$50,000

ARTICLE III MISCELLANEOUS

Section 3.01 Restriction on Sale.

Prior to the earlier of January 1, 2031 or the date TID #4 is dissolved, MEND Merrill, LLC, shall not sell, transfer, convey or assign the Development Area or any part thereof to any person, entity or in any manner which would render the Development Area exempt from property taxation without the prior written consent to the City. As an express condition for such consent, the City shall require purchaser to annually pay to the City an amount equal to all property taxes, which would have accrued to the Development Area if it were subject to property taxation. Any such payments shall be considered tax increment and shall be applied as set forth in above.

Section 3.02 Indemnification.

MEND Merrill, LLC, its successors and assigns shall indemnify and save harmless and defend the other party and its respective officers, agents and employees from any and all liabilities, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorney costs and fees for claims of any character, including liability and expenses in connection with the loss of life, personal injury or damage to property or any of them brought because of any injuries or damages received or sustained by any persons or property on account of or arising out of or occasioned wholly or in part by any act or omission on the other party's part or on the part of its agents, contractors, subcontractors, invitees or employees provided that the foregoing indemnification shall not be effective for any claims of the indemnified parties that are not contemplated by this Agreement or which constitute gross negligence or willful misconduct.

Section 3.03 No City Obligations.

The City shall have no obligations or liability for any obligations or responsibilities to any lending institution, architect, contractor or sub-contractor or any

other party retained by Developers in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. The Developers specifically agrees that no representation, statements, assurances or guarantees will be made by Developers to any third party contrary to this provision.

Section 3.04 Default.

a. Default and Notice of Default. In the event either party to this Agreement is in default hereunder (the “Defaulting Party”) the other party (the “Non-Defaulting Party”) shall be entitled to take any action allowed by applicable law, by virtue of said default, provided that Non-Defaulting Party gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than sixty (60) days in which the default may be cured by the Defaulting party. Notwithstanding the foregoing, if any default cannot reasonably be cured within sixty (60) days, the Non Defaulting Party shall refrain from exercising remedies as long as a cure is being diligently pursued.

If either party fails to cure a default as permitted herein, the Non-Defaulting Party, without limiting its remedies under this Agreement, may compel performance by the Defaulting Parting by bringing an action for specific performance. If after the specified time period for cure proceedings are initiated to cure an alleged default, the prevailing party in such proceedings shall be entitled to reimbursement from the other party for its reasonable attorney’s fees and associated costs incurred in such proceedings.

b. Force Majeure. Neither party shall be responsible to the other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of the enemies, strikes, fires, floods, acts of God, unusual weather, or by any other cause not within the control of the party whose performance was interfered with and which by the exercise of reasonable diligence such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

Section 3.05 Non Discrimination.

Neither the Development nor any portion thereof shall be used by any party in any manner to permit unlawful discrimination or unlawful restriction on the basis of race, creed, ethnic origin or identity, color, gender, marital status, familial status, age, handicap, sexual orientation, or national origin and the construction and operation of the Development shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

Section 3.06 Parties and Interest; Survival of Agreements.

Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association, or corporation shall acquire or have any rights hereunder by virtue hereof. All representations and agreements in this Agreement shall remain operative and at full force and effect regardless of any investigation made by or on behalf of any party. No party may assign its rights under this Agreement without the written consent of the other party.

Section 3.07 Notices.

All notices, demand, certificates, or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand-delivered or when mailed by first class mail postage pre-paid with property addresses indicated below:

To the City: City of Merrill, Wisconsin
Attention: City Clerk
1004 East First Street
Merrill, Wisconsin 54452

With a copy to the City Attorney.

To the Developers: MEND Merrill, LLC
Att: Don Bonham, Manager
PO Box 387
Mahomet, IL 61853

Any party may, by written notice to the other party, designate a change of address for the purposes of aforesaid.

Section 3.08 Amendment.

No modification, alteration, or amendment of this Agreement shall be binding upon any party hereto until such modification, alteration, or amendment is reduced to writing and executed by all parties hereto.

Section 3.09 Governing Law.

The laws of the State of Wisconsin shall govern this Agreement.

Section 3.10 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case, in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any other

provision or provisions hereof or any constitution or statute or rule of public policy or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering and provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

Section 3.11 Compliance with Law.

The parties shall, in undertaking the construction and operation of the Development, comply with all applicable federal, state, and local laws.

Section 3.12 City Authorization.

The execution of this Agreement was authorized by Resolution No _____ adopted on _____, 2022 by the Common Council

IN WITNESS WHEREOF:

The parties have executed this Agreement as of _____, 2022

CITY OF MERRILL, WISCONSIN

Steve Hass, Mayor

Approved:

Katherine G. Unertl, Finance Director

Lori Anderson-Malm, Clerk

Approved as to Form:

Thomas N. Hayden, City Attorney

STATE OF WISCONSIN)

) ss.

COUNTY OF LINCOLN)

Personally came before me this ____ day of _____, 2022, the above named Steve Hass, Mayor and Lori Anderson-Malm, Clerk, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My commission _____

MEND MERRILL, LLC

By _____

Don Bonham, Manager

STATE OF _____)

) ss.

COUNTY OF _____)

Personally appeared before me this ____ day of _____, 2022, the above named Don Bonham, Manager, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____

My commission _____