



CITY OF MERRILL

COMM OF THE WHOLE/REDEV AUTHORITY

AGENDA • WEDNESDAY APRIL 7, 2021

Joint Meeting

City Hall Council Chambers

5:15 PM

To attend remotely, call 470-273-8964 and PIN 158 732 678 #

- I. Call to Order
- II. Consider approval of RDA meeting minutes from March 10th
 1. RDA meeting minutes from March 10th
- III. Public Comment
- IV. Agenda items for consideration
 1. Update on new residential developments (2009 through March)
 2. Update on TID No. 11- Superior St Extension - W. St. Paul St infrastructure improvements
 3. Review of Rock Ridge Park Plat and request from JJ Premier LLC for four additional lots for 2021 new single-family construction
 4. Consider potential 2021 TID No. 11 budget amendment request to facilitate utility and street infrastructure construction of Parkview Drive through Rock Ridge Park Plat
 5. Consider resolution authorizing development agreement by and between the City of Merrill, Wisconsin and JJ Premier LLC - Phase 2 (TID No. 11)
 6. Next RDA meetings (Please see timeframes for proposed TID No. 14 Overlay District)

- V. 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. Consider potential negotiation terms for cash development incentive(s) to facilitate redevelopment along E. Main St. (Parcel within existing TID No. 3) and would be included in proposed new TID No. 14 Overlay District
 - b. Update on potential purchase of property in TID No. 8 to facilitate new residential developments
 - c. Consider negotiation terms for cash development incentive(s) to facilitate multi-family home development in TID No. 8
 - d. Update on additional single-family and duplex housing opportunities in TID No. 8 and consider negotiation terms for cash development incentive(s)
- VI. The RDA may reconvene in open session to take action on above closed session items
- VII. Adjournment

City of Merrill
Meeting of Redevelopment Authority (RDA)

Wednesday, March 10, 2021 at 5:15 p.m.
City Hall Common Council Chambers

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

Others: Alderperson Mark Weix, Alderperson Steve Hass (via remote), Finance Director Kathy Unertl (via remote), City Administrator Dave Johnson, City Attorney Tom Hayden, Public Works Director/City Engineer Rod Akey, Bill Bialecki from Lincoln County Economic Development Corp. (LEDC), Mike VanDerGest of Premier LLC, and City IT Manager Dustin Brown

Call to Order: Nelson called the meeting to order at 5:19 p.m.

Consider approval of RDA meeting minutes from January 19th, 2021:

Consensus to approve the meeting minutes from January 19th, 2021. Carried.

Public Comment: None

Consider a resolution authorizing a development agreement by and between the City of Merrill, Wisconsin and Merrill Social and Sick Benefit Society (TID No. 8):

In response to question from Sabatke about negotiation process, Unertl and Nelson advised that the City staff recommended \$30,000 TID cash development incentive is consistent with previous City TID developments. The S&S expansion project has been planned since November 2018 when S&S purchased part of the City-owned parking lot, Mindak commented that this development is partnership between the City and the developer.

Motion (Sabatke/Mindak) to recommend the resolution authorizing a development agreement by and between the City of Merrill and Merrill Social and Sick Benefit Society (TID No. 8). Carried.

Attachment: 2021-03-10 RDA Minutes (5831 : RDA meeting minutes from March 10th)

Consider reallocating 2021 TID No. 7 budget funding to facilitate utility infrastructure extension north of E. 9th St. along Poplar St. (Referred from Water & Sewage Disposal Committee meeting of 1/21/2021):

Water & Sewage Committee member Weix highlighted that Committee's January 27th, 2021 recommendation to install to 6" water main and 8" sewer main instead of smaller sized utility services. This type of utility infrastructure would facilitate potential future residential development in the pines area to the north of E. 9th St.

The lots for sale on N. Poplar St. are owned by HAVEN, Inc. and therefore are currently tax exempt. Public Works Director/City /Engineer Akey reported that there remains potential interest in residential development on the site although the January petitioner was no longer considering. The proposed utility infrastructure improvements could also serve the adjacent vacant lot (to the west of N. Poplar St.) and could be extended to the north.

Sabatke questioned the conceptual utility infrastructure request without any site plans or building permit. Akey advised that no utility infrastructure would occur without firm residential development commitment. Mindak emphasized that potential purchaser is doing their due diligence as to whether utility service would be available which is what any financial institution would be asked before loaning money for new home construction. Mindak further commented that it is important to see something happening in City of Merrill.

Motion (Woellner/Mindak) to authorize reallocation of the \$35,000 TID No. 7 budgeted utility infrastructure funding for utility infrastructure extension on N. Poplar St. After further discussion, Amendment to the Motion (Nelson/Mindak) to make any budget reallocation contingent upon actual housing construction. The amendment passed.

Amended motion to authorize reallocation of \$35,000 TID No. 7 budgeted utility infrastructure funding for utility infrastructure extension on N. Poplar St. contingent upon actual housing construction plans. Carried.

Next RDA meeting: Due to pending issues involving 2021 TID budget amendment, the next RDA meeting will be joint with the Committee of Whole at 5:15 p.m. on Wednesday, April 7th.

Chair Nelson 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. Consider potential purchase of property and negotiation terms for cash development incentive(s) to facilitate multi-family home development along Alexander Street (TID No. 8)
- b. Consider potential negotiation terms for cash development incentive(s) to facilitate redevelopment along E. Main St. (Within ½ mile of TID No. 4) and consideration of potential creation of new Overlay Tax Increment District (Parcels within TID No. 3)

Motion (Sabatke/Kusserow) to move into Closed Session at 5:47 p.m. Carried 7-0 on roll call vote.

Closed Session Summary:

There was extensive discussion on proposed E. Main St. redevelopment project on a parcel located within TID No. 3. The proposed developer highlighted plans and challenges.

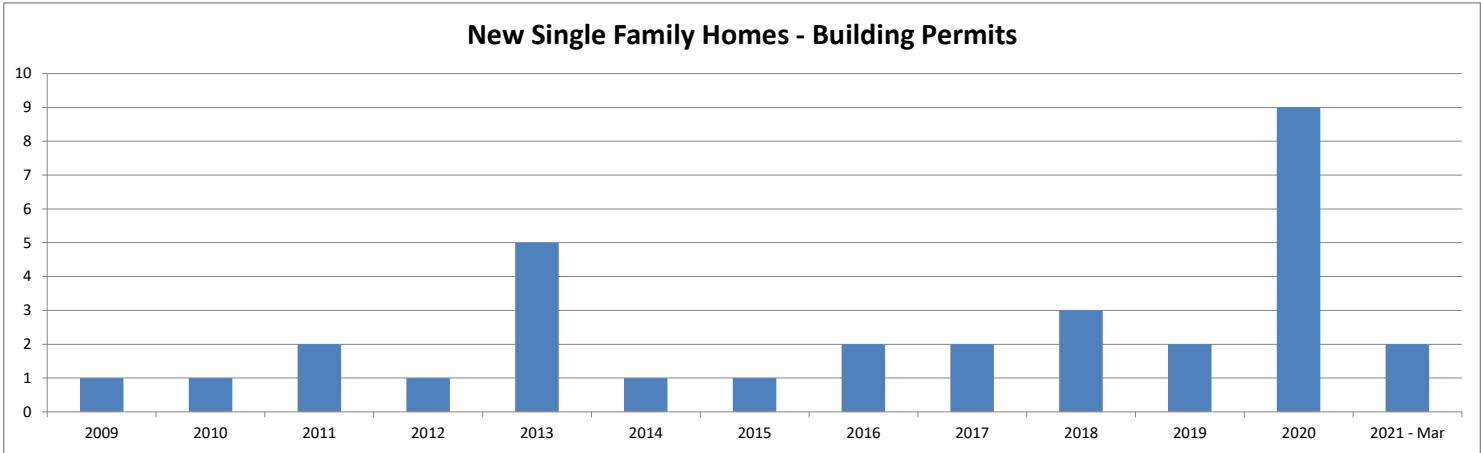
The expenditure period for TID No. 3 ended in September 2020. Two TID fiscal options include use of TID No. 4 (since within ½ mile of boundary) or potentially creating new TID No. 14 (i.e. overlay of the development site and the adjacent parcel).

There was also extensive discussion on potential purchase of property to facilitate residential development in TID No. 8. A requested TID No. 8 development incentive for proposed multi-family development was discussed and RDA Commissioners provided negotiation direction. City Administrator Johnson reported on two additional housing developers that are interested in potentially building in the City of Merrill.

Adjournment: (Kusserow/Polak) to adjourn at 7:15 p.m. Carried.

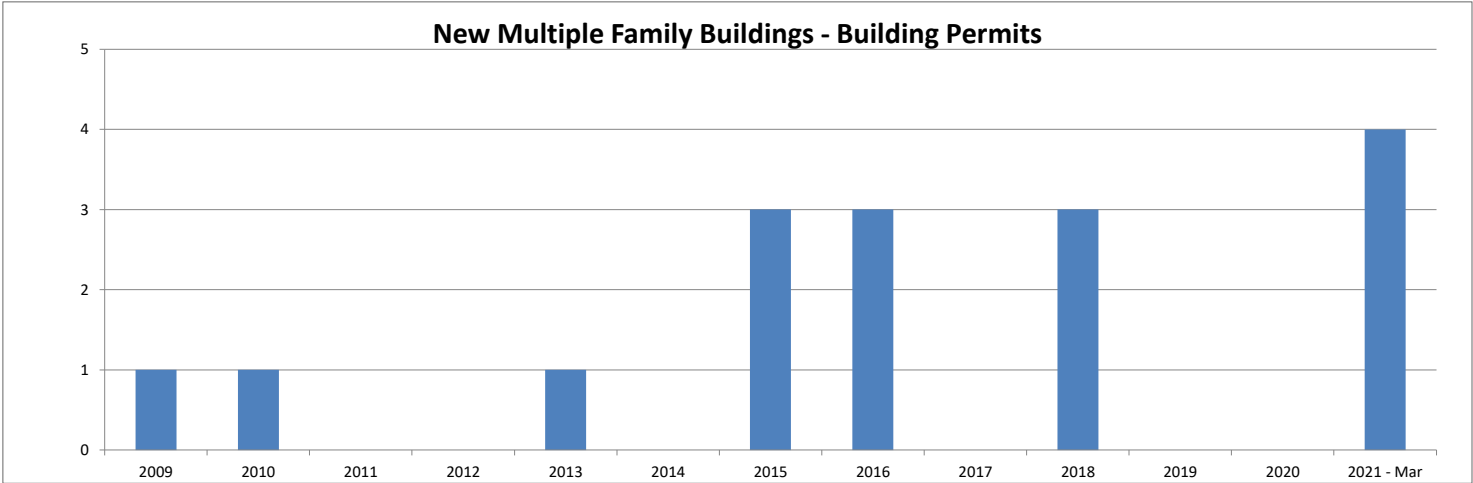
Minutes prepared by RDA Secretary Kathy Unertl

City of Merrill - New Residential Development (2009 - March 2021)



	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021 - Mar	Total	
Single Family Homes	1	1	2	1	5	1	1	2	2	3	2	9	2	32	Homes
Multiple Family Buildings	1	1			1		3	3		3			4	16	Buildings
Condos -	4						12								
Duplex	2				2			36		36			56	148	New Units in Multi-Family Buildings
# of units															

Merrill Area Housing Authority (MAHA) not included in 2018 information since no increase in units between Stonebridge Apartments and Park Place
New Mobile Homes (which are taxed as Personal Property) are also not included



[Previous](#) [Next](#) [Close Window](#)
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Project Bid Results

Superior Street Extension and W St Paul Street Surface Project (Quest project #7628722)

Owner: Merrill WI, City of
1004 E 1st Street
Merrill , WI 54452
ph: 715-536-5594
contact: Rod Akey
e-mail: rod.akey@ci.merrill.wi.us

Soliciting agent: Merrill WI, City of

Contact: Rod Akey

Phone: 715-536-5594

E-mail: rod.akey@ci.merrill.wi.us

Bid Date: 03/23/2021 02:00 PM CDT

Owner Project Number: M2021-02

Award Date:

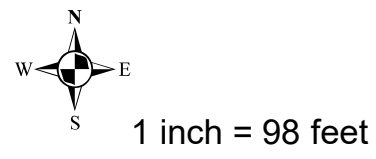
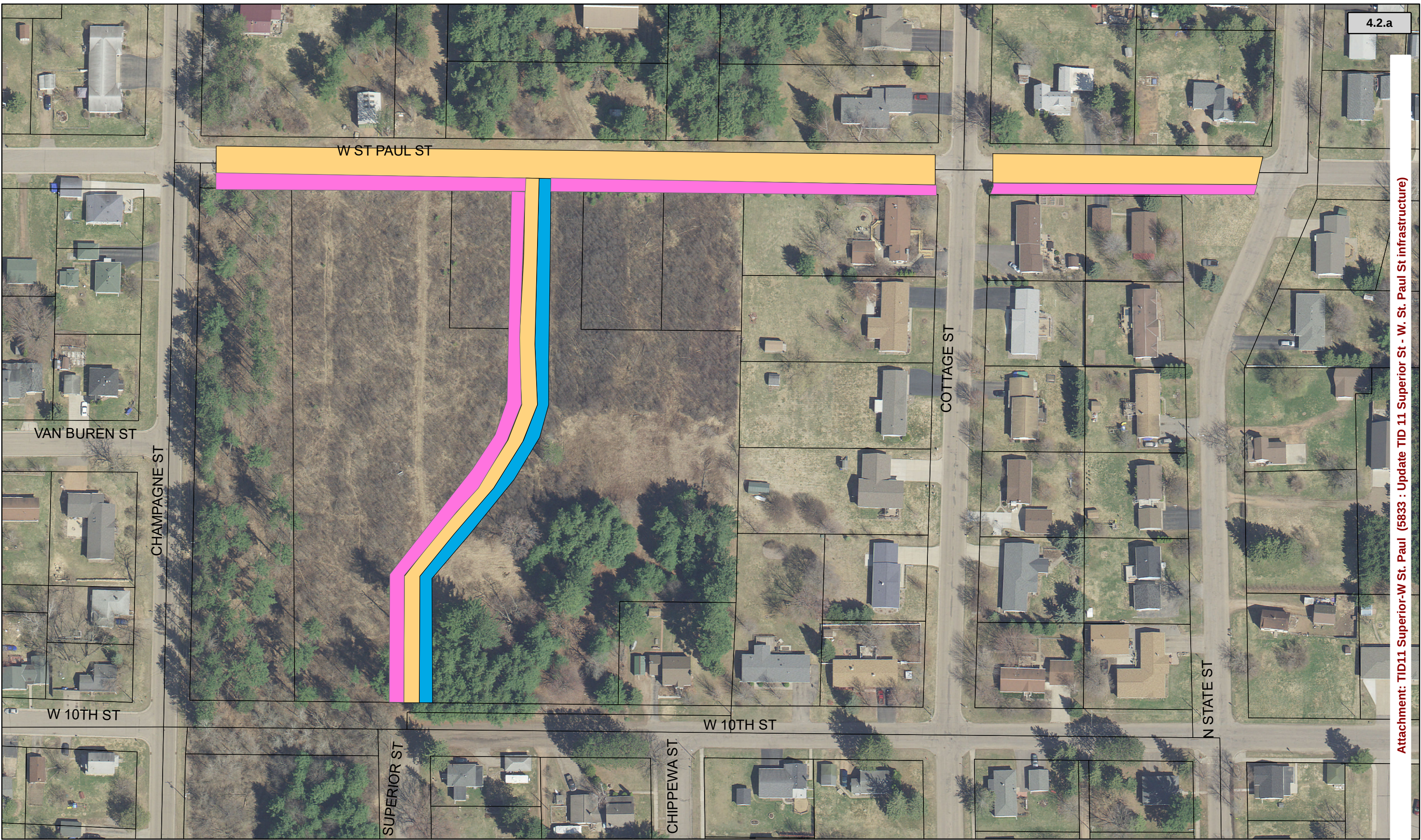
Comments:

Award Status: Pending

Bid Result/Award Information: (no information presently available)

Company/Contact	Phone/E-mail	Amount	Awarded
Merrill Gravel & Construction Co Matthew Schumitsch	715-536-6223 office@merrillgravel.com	\$279,356.55	
Jake's Excavating & Landscaping LLC Jake Novascone	906-285-7109 jakesexcavating@aol.com	\$289,307.88	
Haas Sons, Inc. Craig Haas	7156695469 Bidding@haas4.com	\$295,058.00	
Francis Melvin, Inc. Eric Melvin	715-748-1107 eric.melvin@tds.net	\$341,476.90	
A-1 Excavating Inc. Estimator	715/568-4141 estimating@a1excavating.com	\$351,484.00	
Switlick & Sons Inc. Merlin Switlick	715-257-9081 mswitlick@frontier.com	\$375,948.00	

Attachment: TID11 Superior-W St. Paul (5833 : Update TID 11 Superior St - W. St. Paul St infrastructure)



2021 Projects

Legend

- Streetlights
- Curb/Cutter & Pavement
- Packet Pg. 8

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NUMBER 2802, RECORDED ON PAGE 16, IN VOLUME 238, AS DOCUMENT NUMBER 848324, FILED IN THE LINCOLN COUNTY REGISTER OF DEEDS OFFICE; BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF GOVERNMENT LOT 4 OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 6 EAST, ALL IN THE CITY OF MERRILL, LINCOLN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN

I, JAMES A. FINKE, COUNTY CLERK OF LINCOLN COUNTY, WISCONSIN, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT HANS N. STELLER, MARRIED AND RESIDING AT 1006 E. KENOSHA AVENUE, MILWAUKEE, WISCONSIN, HAS BEEN PROVED TO BE THE PERSON WHOSE NAME IS LISTED IN THE RECORDS OF THE DEPARTMENT OF REVENUE AS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE:

SECTION 36, TOWNSHIP 18 NORTH, RANGE 6 EAST, ALL IN THE CITY OF MENOMONIE, LINCOLN COUNTY, WISCONSIN.

PLAT THE ADJUT DESCRIBED PARCEL OF LAND CONTAINS 190,095 SQUARE FEET, 4.348 ACRES, MORE OR LESS

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF THE CITY OF MERRILL, OWNER OF SAID PARCEL.

TILAY SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 246 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-77.

2025 RELEASE UNDER E.O. 14176

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF THE DIVISION THEREOF MADE

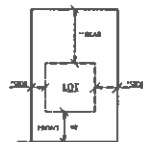
DATED 17th DAY OF February 1968

202 ENGINEERING, INC.
PO BOX 100
WILSON, N.J. 07095

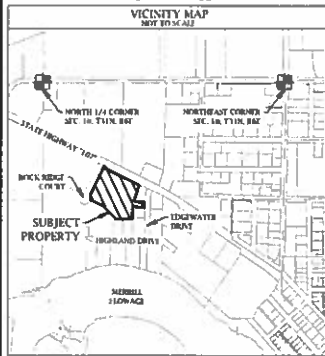
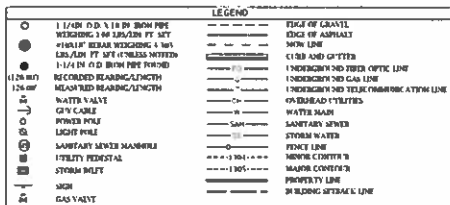
OWNER:
CITY OF MEIRILL
1004 EAST 1ST STREET
MEIRILL, WI 54452
715-546-1880

ENGINEER:
CITY OF MERRILL
ROD AKEY
1004 EAST 1ST STREET
MERRILL, WI 54452
715-536-1890

SURVEYOR:
REG. ENGINEERING
JOSHUA W. PRENTICE WT PLS 5-2852
4080 N. 20TH AVENUE
WAUSAU, WI 54401
715-675-9784



FROM SECTION 11-54 OF THE CITY OF MEMPHIS ZONING CODE
"IF THE (ONE SIDE AND NEARLY) THRU-~~IN~~ IN-~~JECT~~ FROM SIDE
LAWNS FOR THE 1-2 STORY BUILDINGS AND IF THE ONE SIDE
AND NEARLY THRU-~~IN~~ FROM SIDE LANS FOR 3 STORY
BUILDINGS AND TALLER FROM SIDE LANS FOR 4 STORY
"FOR THE OF THE CITY OF YET IS LEFT, WITH THE PROVISIONS THAT
YOU DON'T NEED A REAR LAWN OR NEARLY THRU-~~IN~~ IN-~~JECT~~ FROM



GENERAL NOTES:

1. BEARINGS AND COORDINATES ARE BASED ON THE LINCOLN COUNTY COORDINATE SYSTEM, NAD83 (2011) DATUM, AND ARE REFERENCED TO THE NORTH LINE OF THE NORTHEASTLY 1/4 OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 6 EAST, MEASUED TO BEAR NORTH 95°56'46" EAST.

2. ELEVATIONS ARE REFERENCED TO THE MVD AS DATUM AND ESTABLISHED BY USING THE WABCS NETWORK. THREE BENCHMARKS ARE SHOWN ON THE MAP.

3. THERE APPEARS TO BE NO STRUCTURES ON THE SUBJECT PROPERTY AT THE TIME OF SURVEY.

4. INCLUDING TRACKS ARE AS FOLLOWS:

FRONT YARDSETBACK = 10 FEET FROM PROPERTY LINE
SIDE YARDSETBACK = 4 FEET FOR ONE SIDE AND NO LESS THAN 20 FEET FOR BOTH SIDE YARDS
FOR UP TO 1-1/2 STORY HOMES AND 10 FEET FOR ONE SIDE AND NO LESS THAN 25 FEET FOR
BOTH SIDE YARD FOR 2 STORY HOMES AND TALLER FROM SIDE PROPERTY LINES
REAR YARDSETBACK = 20% OF THE DEPTH OF YOUR LOT, WITH THE PROVISION THAT YOU DON'T
NEED A REAR YARD OR MORE THAN 30 FEET FROM THE REAR PROPERTY LINE

REGIST - T7571

5. PLANT AND SURFACE INFORMATION FROM PLANS AND MARKINGS PROVIDED BY OTHERS WAS COMBINED WITH MINOR SURFACE EVIDENCE OF UTILITIES TO DEVELOP THE APPROXIMATED LOCATION OF THE UNDERGROUND UTILITIES (UNITS), LACKING EXCAVATION. THE EXACT LOCATION OF ALL UNDERGROUND FEATURES CANNOT BE ACCURATELY CORRELATED OR RELIABLY DEPICTED IN ADDITION TO PLANT PROJECTIONS. (1) UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR PARTIALLY RESPONDED TO WHERE ADDITIONAL OR MORE SURFACE INFORMATION IS REQUIRED. THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.

6. FIELD WORK WAS COMPLETE ON 1-4-2012

7. SUBJECT PROPERTY IS 2ND FLYE 101

8. SUBJECT PROPERTY IS ZONED FOR R-1 (SINGLE FAMILY)

Curve Table							
CURVE	RADIUS LENGTH	CORDED RADIUS	CORDED LENGTH	CENTRAL ANGLE	ARC LENGTH	TANGENT BEFORE	TANGENT AFTER
C1	250.000	240.000	99.9	3.09017	30.79	90.00000	90.00000
C2	275.000	265.000	115.1	3.57637	35.15	55.52679	55.56576
C3	300.000	285.000	134.9	4.10937	40.68	30.81524	30.76129
C4	325.000	305.000	157.1	4.69136	45.99	6.00000	6.00000
C5	350.000	325.000	181.9	5.32336	51.87	18.00000	18.00000
C6	375.000	350.000	209.1	5.99536	58.37	0.00000	0.00000
C7	400.000	375.000	238.9	6.70736	65.47	0.00000	0.00000
C8	425.000	400.000	271.1	7.45936	73.17	0.00000	0.00000
C9	450.000	425.000	305.9	8.25136	81.47	0.00000	0.00000
C10	475.000	450.000	343.1	9.08336	90.27	0.00000	0.00000
C11	500.000	475.000	382.9	9.95536	99.47	0.00000	0.00000
C12	525.000	500.000	425.1	10.86736	109.07	0.00000	0.00000
C13	550.000	525.000	469.9	11.81936	119.07	0.00000	0.00000
C14	575.000	550.000	517.1	12.81136	129.47	0.00000	0.00000
C15	600.000	575.000	566.9	13.84336	140.27	0.00000	0.00000
C16	625.000	600.000	619.1	14.91536	151.47	0.00000	0.00000
C17	650.000	625.000	673.9	16.02736	163.07	0.00000	0.00000
C18	675.000	650.000	731.1	17.17936	175.07	0.00000	0.00000
C19	700.000	675.000	790.9	18.37136	187.47	0.00000	0.00000
C20	725.000	700.000	853.1	19.60336	200.27	0.00000	0.00000
C21	750.000	725.000	917.9	20.87536	213.47	0.00000	0.00000
C22	775.000	750.000	985.1	22.18736	227.07	0.00000	0.00000
C23	800.000	775.000	1054.9	23.53936	241.07	0.00000	0.00000
C24	825.000	800.000	1127.1	24.93136	255.47	0.00000	0.00000
C25	850.000	825.000	1201.9	26.36336	270.27	0.00000	0.00000
C26	875.000	850.000	1279.1	27.83536	285.47	0.00000	0.00000
C27	900.000	875.000	1358.9	29.34736	301.07	0.00000	0.00000
C28	925.000	900.000	1441.1	30.89936	317.07	0.00000	0.00000
C29	950.000	925.000	1525.9	32.49136	333.47	0.00000	0.00000
C30	975.000	950.000	1613.1	34.12336	350.27	0.00000	0.00000
C31	1000.000	975.000	1703.9	35.79536	367.47	0.00000	0.00000
C32	1025.000	1000.000	1797.1	37.50736	385.07	0.00000	0.00000
C33	1050.000	1025.000	1892.9	39.25936	403.07	0.00000	0.00000
C34	1075.000	1050.000	1991.1	41.05136	421.47	0.00000	0.00000
C35	1100.000	1075.000	2091.9	42.88336	440.27	0.00000	0.00000
C36	1125.000	1100.000	2195.1	44.75536	459.47	0.00000	0.00000
C37	1150.000	1125.000	2300.9	46.66736	479.07	0.00000	0.00000
C38	1175.000	1150.000	2409.1	48.61936	499.07	0.00000	0.00000
C39	1200.000	1175.000	2519.9	50.61136	519.47	0.00000	0.00000
C40	1225.000	1200.000	2633.1	52.64336	540.27	0.00000	0.00000
C41	1250.000	1225.000	2748.9	54.71536	561.47	0.00000	0.00000
C42	1275.000	1250.000	2867.1	56.82736	583.07	0.00000	0.00000

5111101

REPRODUCTION 9451

DATE	REVISION	BY	CHK'D
REI Engineering, Inc. 2000 W. 20th St. #2 Salt Lake City, UT 84119-1000 PHONE: 765-474-7000, FAX: 765-474-7001 E-MAIL:			
		CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING	

Unertl, Kathy

From: Johnson, David
Sent: Monday, February 8, 2021 11:43 AM
To: Unertl, Kathy; Hayden, Tom
Subject: FW: 4 lots

We should get this on the next RDA meeting for approval.

David Johnson, City Administrator
 City of Merrill
 1004 E. 1st St.
 Merrill WI 54452
 715-536-5594

From: jim@centralwisconsinre.com [mailto:jim@centralwisconsinre.com]
Sent: Monday, February 8, 2021 10:47 AM
To: William Bialecki
Cc: Johnson, David
Subject: RE: 4 lots

Bill and Dave
 Thanks for the correspondence.
 Our subdivision project is progressing with the normal ups and downs of the winter season. We have 1400 Park View home under contract and interest in the 904 Edgewater home.
 We request the City release the next 4 lots so we can prepare our plans for the upcoming spring building season.
 Please call me with any questions.

Thanks again.

Jim Jaworski

Broker/Owner
 Central WI Real Estate/JJ Premier LLC
 2610 Stewart Ave, Suite 120
 Wausau WI 54401
 Cell: 715 571-1156
 Office: 715 842-3948
 Fax: 715 842-7772
www.centralwisconsinRE.com

-----Original Message-----

From: "William Bialecki" <ecdev.lincolnco.wi@gmail.com>
Sent: Monday, February 8, 2021 9:49am
To: "Jim Jaworski" <jim@centralwisconsinre.com>, "Johnson, David" <David.Johnson@ci.merrill.wi.us>
Subject: 4 lots

Good morning Jim,
 Hope this finds you warm and well. Dave Johnson asked that I would relay to you the City needs an e-mail or letter from you asking them to release the next 4 lots to you. Maybe in the next week or so in case the request needs to be on the agenda for the March RDA meeting.
 Thanks,
 Bill Bialecki

Attachment: TID 11 Parkview Dr Infrastructure (5834 : Review Rock Ridge Plat/JJ Premier additional lots for construction)

Unertl, Kathy

From: Akey, Rod
Sent: Thursday, February 11, 2021 2:15 PM
To: Unertl, Kathy; Steinagel, Gabriel; Bonack, Dustin
Cc: Johnson, David; Hayden, Tom
Subject: RE: Parkview Drive - Engineering Probable Cost

Preliminary estimate including lighting would be \$225,000.

Any sidewalks installed at this point would lead to nowhere.
 Add another \$35,000 on for sidewalk for Parkview Drive and Rock Ridge Court.

Roderick J. Akey, PE
 Public Works Director/City Engineer
 City of Merrill
 715-536-5594

-----Original Message-----

From: Unertl, Kathy
Sent: Thursday, February 11, 2021 7:37 AM
To: Akey, Rod; Steinagel, Gabriel; Bonack, Dustin
Cc: Johnson, David; Hayden, Tom
Subject: Parkview Drive - Engineering Probable Cost

Rod - For March RDA meeting packet - needed by Monday, 2/22nd:

Could you please provide engineering probable cost estimate for Parkview Drive utility and street improvements ? Also, sidewalk on Rock Ridge Court (i.e. River Bend Trail connection) and any potential streetlighting.

Look forward to your info.

Kathy Unertl, Finance Director
 City of Merrill

TAX INCREMENT DISTRICT (TID) No. 11 – Rock Ridge Lot 3

Phase 2 of Single-Family Homes

Through TID No. 11, the former Lokemoen Development property (17.8 acres) was acquired by the City of Merrill in 2016 for \$200,000. Phases I and II of Rock Ridge Apartments were constructed with total of six apartment buildings (i.e. 72 units) with total assessed valuation of \$4,125,100 as of 1/1/2020.

Lot 3 is about 5.314 acres and is adjacent to the Edgewater Drive single-family home neighborhood. Total of fifteen (15) new single-family homes are planned.

Key development background:

- Existing City utility services (i.e. water and sanitary sewer) are available on Edgewater Drive and Rock Ridge Court frontage. Three new lots were created through Certified Survey Map (CSM) process for Phase 1 housing development on Edgewater Drive.
- The Preliminary Rock Ridge Park Plat is being finalized for the rest of the development site. City has contracted with REI for the survey and Plat development work.
- There will need to be extension of City water and sanitary sewer to service the interior of the site and curb/gutter & paving of proposed new City street (Parkview Dr.) between Edgewater Dr. and Rock Ridge Ct.

Phased Development:

Phase 2 – four new homes on Parkview Dr. with 2021 construction

Infrastructure Requirements - Parkview Dr. construction in 2021

Conceptual Development Fiscal – Phase 2:

Preliminary development fiscal spreadsheet is provided on following spreadsheet for Phase 2.

Overall development project of fifteen (15) new single-family homes cash flows and would allow for the proposed TID No. 11 infrastructure investments debt service payments.

There potentially could be tax increment transfers to “blighted area” TIDs after additional single-family housing phases constructed.

RESOLUTION NO. _____

DRAFT – 2021-03-28

**A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF MERRILL, WISCONSIN AND
JJ PREMIER LLC (PHASE 2)**

WHEREAS, the Common Council of the City of Merrill created Tax Increment District (TID) No. 11 on May 10, 2016 and the development site is within TID No. 11; and,

WHEREAS, JJ Premier LLC has proposed construction of up to fifteen new single-family homes through a phased construction timeframe including new homes under construction on Edgewater Drive; 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 property tax will be generated and new residential homes created from this development project; and,

WHEREAS, JJ Premier LLC has negotiated the development agreement to provide for transfer of property ownership of four lots on Parkview Drive and an incentive payment not to exceed \$40,000 to facilitate Phase 2 of the single-family home development project;.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 13th day of April, 2021, that the Mayor and City Clerk are authorized to sign the development agreement by and between the City of Merrill and JJ Premier LLC and to facilitate the implementation thereof.

Recommended by:
Redevelopment Authority (RDA)

CITY OF MERRILL, WISCONSIN

Moved: _____

Derek Woellner
Mayor

Passed: _____

William N. Heideman
City Clerk

Attachment: TID 11 JJ Phase 2 Housing (5835 : TID 11 JJ Phase 2 Housing)

City of Merrill - TID No. 11 (Hwy 107/MARC Area)							
Projected Tax Increment for single-family home development						Phase 2	
PIN 251-3106-101-0212 - City-owned property (former Lokemoen Development)							
Rock Ridge Park Preliminary Plat							
- between Edgewater Dr. and Rock Ridge Ct. along State Highway 107							
Projected assessments for new single-family home:							
	Land	Improved	Total RE				
	Valuation	Valuation	Valuation				
	\$5,000	\$150,000	\$155,000				
Projected Tax Increment and TID No. 11 Cash Flow:							
						If four (4) new homes	
					1 new home		
Const.	Value	Revenue	TID Value	Tax	Projected	TID Value	Projected
Year	Year	Year	Increment	Rate	Tax Increment	Increment	Tax Increment
2021	2022	2023	\$125,000	\$30.00	\$3,750	\$500,000	\$15,000
2022	2023	2024	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
2023	2024	2025	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
2024	2025	2026	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
2025	2026	2027	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
2026	2027	2028	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
2027	2028	2029	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
2028	2029	2030	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
2029	2030	2031	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
2030	2031	2032	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
2031	2032	2033	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
2032	2033	2034	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
2033	2034	2035	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
2034	2035	2036	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
2035	2036	2037	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
2036	2037	2038	\$155,000	\$30.00	\$4,650	\$620,000	\$18,600
Total					\$73,500	Total	\$294,000

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE
CITY OF MERRILL, WISCONSIN
AND JJ PREMIER, LLC (PHASE 1 2)**

THE DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of _____, 202021 by and between the City of Merrill, Wisconsin, (the "City") a political subdivision of the State of Wisconsin and JJ Premier, LLC, a Wisconsin Limited Liability Company (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. The City of Merrill has acquired and will be selling to the Developer land described below for \$1 per lot.

Edgewater Drive Rock Ridge Court and Parkview Drive:

~~Lots 1, 2 and 3 of Certified Survey Map No. 2554, recorded in Volume 14, on Page 272, as Document No. 519505, being part of the Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) and part of Government Lot Four (4), located in Section Ten (10), Township Thirty-one (31) North, Range Six (6) East, City of Merrill, Lincoln County, Wisconsin;~~

Lots to be determined

Attachment: TID 11 JJ Phase 2 Housing (5835 : TID 11 JJ Phase 2 Housing)

City may grant the Developer an option for land purchase for future phases after verification by the City Engineer or Building Inspector that construction of 34 homes is substantially completed. This option shall continue for a period of one hundred eighty (180) days.

E. As an inducement to Developer to undertake the Development in TID 11 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 construct three single-family homes within TID 11.

F. The City will construct, at City's sole cost and expense, a new City Street, to facilitate access to future phases within the Development Area and extend municipal water and sanitary sewer mains, at City's sole cost and expense, to service the Development Area. The City will permit the developers to connect to the extended water and sanitary sewer mains, for the benefit and servicing of the Project.

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.

I. If the development construction is not underway by June 1, 2024, lot ownership shall revert to the City of Merrill and Developer agrees to sign the necessary documents therefore.

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/will:

- a. Included the Development Area within TID #11, which was created by the Merrill Common Council on May 10, 2016.
- b. Purchased the property and arranged for necessary survey services and preparation of certified survey maps and future plat.

- c. ~~Will hold~~ Held a City Plan Commission Public hearing on February 2nd, 2021 on the plan of Rock Ridge Park. ~~the future plat.~~
- d. Will begin engineering design work for construction of new City Street and extension of municipal water and sanitary sewer service to serve the Development Area.
- e. Will plan for 2021 or 2022 extension of City utilities and new street construction.

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

Section 1.02 Initial Undertakings of the Developer

- a. Will raise equity and arrange for financing necessary for the Project.
- b. File site plan and permit applications with the City and/or State.
- c. Contract for construction of three single-family home and related infrastructure improvements with occupancy planned by August 31, 2021. The new tax increment would be generated beginning with 2021 (to the extent of improvements completed as of January 1, 2021) property tax (2022 collection).
- d. Shall pay all Real Estate Taxes when due.

ARTICLE II INCENTIVE PAYMENT TO DEVELOPER

This development incentive is to facilitate development of the Project, ~~three (3)~~ four (4) single-family homes in Phase 1 + 2.

The City shall pay a Cash TIF development incentive to the Developer in the aggregate amount of Ten Thousand Dollars (\$10,000) per home upon its completion/occupancy permit.

Section 2.03 Warranties and Representations of the City. The City hereby warrants and represents that until all incentive payments have been made to Developer pursuant to Article III of this Agreement: (i) the assessment ratio generally applicable to property within the City (and therefore applicable to the Development and the Development Area) shall be no less than ninety percent (90%) and (ii) the tax rate generally applicable to property within the City (and therefore applicable to the Development and the Development Area) shall be no less than Thirty and 00/100 Dollars (\$30.00) per Thousand Dollars (\$1,000) of assessed valuation.

Section 2.04 Warranties and Representations of JJ Premier, LLC. JJ Premier, LLC hereby warrants and represents the following: JJ Premier, LLC will expend at least One Hundred Fifty Thousand Dollars (\$150,000) for each new single-family home

relating to the construction of the Development within the Development Area. Further, the Developer hereby agrees that, so long as the warranties and representations of the City in Section 2.03 above remain true and correct, the City shall receive a minimum of Four Thousand and 00/100 Dollars (\$4,000) in incremental taxes from each house in the Development and the Development Area, commencing with the first calendar year occurring after Developer's substantial completion of the Development.

ARTICLE III MISCELLANEOUS

Section 3.01 Restriction on Sale.

Prior to the earlier of January 1, 2037 or the date TID #11 is dissolved, JJ Premier, LLC 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.

JJ Premier, LLC, its successors and assigns shall indemnify and save harmless and defend the City 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 Developer'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.

The City, its successors and assigns, to the extent permitted under Wisconsin law, shall indemnify and save harmless and defend the Developer and its respective officers, agents and employees from any and all liabilities, suits, action 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 accessioned wholly or in part by any act or omission on the City'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 the Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. The Developer specifically agrees that no representation, statements, assurances or guarantees will be made by the Developer to any third-party contrary to this provision. Notwithstanding anything aforesaid to the contrary, the Developer may assign the payments due it under this agreement to the Developer's lender, for collateral purposes only.

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 Party 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:	The City Attorney, City of Merrill
To the Developers:	JJ Premier, LLC Attn: Jim Jaworski 140390 Lincoln Dr. Athens, WI 54411

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 ~~October 13, 2020~~ April 13, 2021, by the Common Council

IN WITNESS WHEREOF:

The parties have executed this Agreement as of _____, 20~~20~~²⁰²¹

CITY OF MERRILL, WISCONSIN

Derek Woellner, Mayor

William N. Heideman, Clerk

Approved:

Approved as to Form:

Katherine G. Unertl, Finance Director

Thomas N. Hayden, City Attorney

STATE OF WISCONSIN)

) ss.

COUNTY OF LINCOLN)

Personally came before me this ____ day of _____, 20~~20~~²⁰²¹, the above named Derek Woellner, Mayor and William N. Heideman, Clerk, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My commission _____

JJ PREMIER, LLC

By _____

Jim Jaworski, _____

STATE OF WISCONSIN)

) ss.

COUNTY OF LINCOLN)

Personally appeared before me this ____ day of _____, 20~~20~~²⁰²¹, the above named Jim Jaworski of JJ Premier, LLC to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My commission _____

Attachment: TID 11 JJ Phase 2 Housing (5835 : TID 11 JJ Phase 2 Housing)

CITY OF MERRILL, WI
2021 TAX INCREMENTAL DISTRICT NO. 14 BLIGHT CREATION
Proposed Timetable - 3/26/21

ACTION DATE	STEP
March - April	City will provide Ehlers with a list of the parcel tax key #'s within the District, pertinent parcel information, the maps, list of projects and costs, etc.
	Ehlers will prepare & provide the City with a feasibility analysis report, options, and/or draft project plan document
	Redevelopment Authority makes a motion to call for a public hearing (optional)
April 30	Ehlers' will e-mail a Notice to Official City Newspaper of organizational JRB meeting & public hearing. (cc: City)
	IF A "BLIGHT, REHAB OR CONSERVATION" DISTRICT: Ehlers will provide City with a draft of a notice that must be sent to property owners within the proposed TID, for the City's use.
	Ehlers will mail notification letters, along with required enclosures, to overlapping taxing jurisdictions of JRB organizational meeting & public hearing, as well as the agenda - to be posted by the City. (cc: City & attorney) <i>(Letters must be postmarked prior to first publication).</i>
April 30 - May 5	IF A "BLIGHT, REHAB OR CONSERVATION" DISTRICT: City will send notices, along with required enclosures, to applicable properties within proposed boundaries. (cc: Ehlers & attorney). <i>(Letters must be postmarked prior to first publication & at least 15 days prior to hearing). Properties may be removed, but may not be added after publications.</i>
May	Ehlers will provide City, overlapping taxing entities, and/or City Attorney with [revised] draft Project Plan document, if not yet provided and/or necessary, as well as agenda language (City to post) & resolution (City to distribute) for first meetings, and will also request legal opinion of the plan.
May 6	First Publication of Public Hearing & JRB Meeting Notice <i>(Week prior to second notice & at least 5 days prior to JRB meeting)</i>
May 13	Second Publication of Public Hearing & JRB Meeting Notice. <i>(At least 7 days prior to public hearing & in a separate week than the first notice; publications must be in consecutive weeks)</i>
May 25 <i>Tuesday</i>	Joint Review Board meets to review plan, appoint chairperson and public member and set next meeting date. <i>(Prior to public hearing & within 14 days of the public hearing notice publication)</i>
	Redevelopment Authority Public Hearing on Project Plan and approval of TID boundary. <i>(Within 14 days of second publication)</i>
	Redevelopment Authority reviews plan & approval of District Project Plan and boundaries.
May - June	Ehlers will provide City & City Attorney with revised draft Project Plan, if necessary, as well as agenda language (City to post) & resolution (City to distribute) for Common Council meeting. Also request legal opinion from City Attorney approving the Project Plan (to be inserted into the plan prior to the Common Council meeting).
June 8 <i>Tuesday</i>	Common Council reviews Plan & adopts resolution approving District Project Plan and boundaries. <i>(at least 14 days after hearing)</i>
TBD	Ehlers' will e-mail a Class 1 Notice to Official City Newspaper of JRB meeting. (cc: City)
	Ehlers will mail notices & required attachments to JRB of the final meeting, along with the Agenda (City to post). (cc: City & Attorney) <i>(Letters/documents are not required to be sent prior to the meeting).</i>
TBD	Publication of JRB Meeting Notice <i>(At least 5 days prior to meeting)</i>
TBD	Joint Review Board meets to consider approval <i>(Within 45 days of notification of meeting / receipt of Redevelopment Authority & Common Council resolutions)</i>
July - Oct	Ehlers will notify the DOR within 60 days of approval that the TID creation took place. Ehlers will then gather prepare, and submit state forms & required documents to the state, once the 2021 assessed parcel values available (following the BOR) & we receive all remaining maps, legal descriptions, parcel information, documents, etc. from the City. DOR filing deadline October 31.

Attachment: Proposed TID 14 Schedule (5836 : Proposed TID 14 Schedule)

RDA meets as needed on Tuesday's @ 6 p.m.
Council meets 2nd Tuesday @ 7 p.m.

Merrill FotoNews Publishes on Thursday's. Deadline is Monday @ 3 p.m.