



CITY OF MERRILL
REDEVELOPMENT AUTHORITY
AGENDA • WEDNESDAY MARCH 10, 2021

Regular Meeting

City Hall Council Chambers

5:15 PM

To attend, call 929-399-7776 and meeting PIN 271 249 967 #

- I. Call to order
- II. Consider approval of RDA meeting minutes from January 19th
 1. RDA Meeting Minutes January 19th
- III. Public Comment
- IV. Agenda Items for Consideration
 1. Consider Resolution authorizing Development Agreement by and between the City of Merrill, Wisconsin and Merrill Social and Sick Benefit Society (TID No. 8)
 2. 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 Meeting 1/21/2021)
- V. Next RDA meeting - potential joint session with Committee of Whole
- VI. The RDA may convene in closed session per Wis. Stats. Sec. 19.85(1)(e)-deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session 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)
- VII. Consider potential negotiation terms for cash development incentive(s) to facilitate redevelopment along E. Main St. (Within 1/2 mile of TID No. 4) and consideration of potential creation of new Overlay Tax Increment District (Parcels within TID No. 3)
- VIII. The RDA may reconvene in open session to take action on above closed session items
- IX. Adjournment

City of Merrill
Meeting of Redevelopment Authority (RDA)

Tuesday, January 19th, 2021 at 6:00 p.m.
Virtual Meeting

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

RDA Excused: Tony Kusserow

Others: Alderpersons Steve Hass, Mark Weix, and Paul Russell, City Clerk Bill
Heideman, City Administrator Dave Johnson, City Attorney Tom Hayden,
Finance Director Kathy Unertl, City Public Works Director/Engineer Rod
Akey, Brian Reilly and Josh Low from Ehlers & Associates, Ryan
Schwartzman, and City IT Manager Dustin Brown

Call to Order: Nelson called the meeting to order at 6:00 p.m.

Consider approval of RDA meeting minutes from December 2nd, 2020:

Motion (Woellner/Sabatke) to approve the meeting minutes from December 2nd, 2020.
Carried.

Public Comment: None

Preliminary Items:

Review Public Hearing Notice published in the Merrill FotoNews on December 31, 2020 and January 7, 2021:

Unertl reported that the required legal notice was published in the Merrill FotoNews.

Overview of proposed Tax Incremental District No. 13 creation plan and amendments of Tax Increment District No. 4 and No 11 plans:

Brian Reilly from Ehlers & Associates provided overview of the proposed Tax Incremental District (TID) Plans. The Merrill Joint Review Board met earlier on Tuesday, January 23rd. Reilly highlighted the process steps.

Sabatke asked numerous questions regarding TID No. 13 creation. Responses confirmed that:

- There are no immediate manufacturing or commercial commitments for new development.

Overview of proposed Tax Incremental District No. 13 creation plan (Continued):

- The proposed TID No. 13 Plan includes potential eligible projects and potential future development projections. As development occurs in the future, a Plan Amendment could be needed.
- The only 2021 expense is consulting services from Ehlers & Associates for about \$15,000. This will be funded by a General Fund Advance that will be repaid from future tax increment.
- Unertl emphasized that TID No. 13 creation is proposed now so that the City of Merrill protects the opportunity to create a new TID as the City's overall TID increment equalized valuation is approaching the 12.0% State of Wisconsin maximum limit.

Reilly noted that it could be a number of years before a new TID could be created or an existing TID boundary expanded once the 12.0% State limit is reached. TID No. 3 is scheduled to close in 2026 (with extension to 2027 for housing).

- Potential acquisition of road right-of-way relates to future extension of North Pine Ridge Avenue from Thielman Street to Lincoln County Highway G. There could be some Federal infrastructure funding to encourage economic development.
- Public Works Director/City Engineer Rod Akey reported that it would cost about \$400,000 to extend water and sewer mains along Lincoln County Highway G from Johnson Street to the Industrial Park site and another \$125,000 to extend utilities to the north into the Industrial Park.
- Sabatke asked about potential increased traffic issues. Public Works Director/City Engineer Rod Akey advised that Wisconsin Department of Transportation has future highway improvement plans for the intersection of Lincoln County Highway G and State Highway 17. Potential turning lanes along Lincoln County Highway G are also included as potential eligible TID No. 13 infrastructure expenses.
- There is an existing need for an east side water tower which would serve the entire City of Merrill. Public Works Director/City Engineer Rod Akey advised that water tower cost is estimated at about \$1.8 million dollars. Johnson emphasized that a 1985 study recommended an east side water tower be planned.
- Sabatke suggested that other sites should be considered for industrial development.

Motion (Sabatke/Anderson-Malm) to table creation of TID No. 13. There was extensive discussion on why proposing creation of TID No. 13. Mindak and Nelson reemphasized that proposed TID creation is to protect the City's opportunity if new manufacturing developments are proposed within the next several years. The City of Merrill already owns 67 acres of the proposed TID area. **Motion to table failed on 2-4 roll call vote.**

Reilly then highlighted the proposed TID No.4 and TID No. 11 Plan amendments. TID No. 4 amendment includes potential tax increment sharing with the 'blighted area' TIDs including No. 6, No. 7, No. 8, No. 9, and No. 10. The sharing of tax increment will repay General Fund Advances.

Public Hearings:

Public Hearing regarding the proposed project plan, boundaries and creation of Tax Incremental District No. 13

Public Hearing regarding the proposed amendment of project plan for Tax Incremental District No. 4

Public Hearing regarding the proposed amendment of project plan for Tax Incremental District No. 11

Motion (Woellner/Anderson-Malm) to open the public hearings at 6:55 p.m. Carried.

There were no public comments regarding the TID Plans.

Motion (Nelson/Woellner) to close the public hearings at 6:57 p.m. Carried.

Resolutions:

Consider Resolution Designating Proposed Boundaries and Approving a Project Plan for Tax Incremental District No. 13, City of Merrill, Wisconsin:

Motion (Mindak/Woellner) to recommend the resolution creating TID No. 13. Carried 4-2 on roll call vote.

Consider Resolution Approving a Project Plan Amendment for Tax Incremental District No. 4, City of Merrill, Wisconsin:

Motion (Mindak/Woellner) to recommend the resolution amending TID No. 4 Plan. Carried 6-0 on roll call vote.

Consider Resolution Approving a Project Plan Amendment for Tax Incremental District No. 11, City of Merrill:

Sabatke asked about new commitment for single-family homes. Johnson reported that the existing three West St. Paul Street homes have been sold. Denyon Homes and Ott Development are planning on construction of ten additional single-family homes.

There is no amendment of the TID No. 11 boundary. Potential infrastructure costs for both single-family home developments are included.

Motion (Woellner/Mindak) to recommend the resolution creating TID No. 11. Carried 5-1 on roll call vote.

Consider a resolution authorizing a development agreement by and between the City of Merrill, Wisconsin and Denyon Homes Inc. and Ryan Ott Development and Construction LLC (Tax Increment District No. 11):

Ott confirmed that the three West St. Paul Street homes have been sold.

The resolution and draft development agreement reflect the previous RDA discussions for additional phased single-family home development. An additional ten single-family homes are planned.

Johnson advised that extension of Superior Street is planned to facilitate home construction on the additional ten lots. As far as infrastructure improvements, there is \$440,000 in the 2021 TID No. 11 budget including curb, gutter, and paving of West St. Paul Street, extension of Superior Street between West 10th Street and West St. Paul Street, and streetlighting improvements.

Motion (Woellner/Anderson-Malm) to recommend the resolution authorizing a development agreement by and between the City of Merrill, Wisconsin and Denyon Homes Inc. and Ryan Ott Development and Construction LLC. Carried 6-0.

Next RDA meeting: The next RDA meeting is scheduled for Wednesday, March 3rd at 8:00 a.m.

Adjournment: (Sabatke/Polak) to adjourn at 7:16 p.m. Carried.

Minutes prepared by RDA Secretary Kathy Unertl

City of Merrill – TIF Development Incentive Overview

TID No. 8 (West Side Area)

Property Owner:	Merrill Social & Sick Society
Location:	416 – 418 Grand Ave. (East of the existing building)
Development:	2,200 sq. ft. addition (Site plan and building elevations/drawings follow)
Investment:	Estimated at about \$342,000 City sold 20' x 60' part of the City-owned parking lot to S&S for \$2,375 in late November 2018 to facilitate this planned development
Infrastructure:	None

TID Development Incentive:

City staff recommendation:

Total of \$30,000 with the following payment schedule:

- | | |
|--|----------|
| • Upon completion of building addition | \$10,000 |
| • By September 1 st , 2022 | \$10,000 |
| • By September 1 st , 2023 | \$10,000 |

TID Lifespan Tax Increment:

Spreadsheet provided – projected at about \$133,000 and likely to be higher than conservative estimates.

City of Merrill - Tax Increment District (TID) No. 8 (West Side)						
Projected Tax Increment for Building Addition (2,200 Sq. Ft.)						
Merrill Social & Sick Society - 416-418 Grand Ave.						
PIN 251-3106-113-0502						
Real Estate		Valuations				
		<u>1/1/2020</u>				
	Land	\$3,000				
	Improved	\$51,800				
	Total	\$54,800				
		Projected				
		<u>Valuation</u>				
	Land	\$5,000			Projected Tax Increment \$277,000	
	With Addition	\$326,800				
	New Total	\$331,800				
Projected Tax Increment:						
Const.	Value	Revenue	Tax		Tax	Total New
Year	Year	Year	Increment		Rate	Increment
2021	2022	2023	\$277,000		\$30.00	\$8,310
	2023	2024	\$277,000		\$30.00	\$8,310
	2024	2025	\$277,000		\$30.00	\$8,310
	2025	2026	\$277,000		\$30.00	\$8,310
	2026	2027	\$277,000		\$30.00	\$8,310
	2027	2028	\$277,000		\$30.00	\$8,310
	2028	2029	\$277,000		\$30.00	\$8,310
	2029	2030	\$277,000		\$30.00	\$8,310
	2030	2031	\$277,000		\$30.00	\$8,310
	2031	2032	\$277,000		\$30.00	\$8,310
	2032	2033	\$277,000		\$30.00	\$8,310
	2033	2034	\$277,000		\$30.00	\$8,310
	2034	2035	\$277,000		\$30.00	\$8,310
	2035	2036	\$277,000		\$30.00	\$8,310
	2036	2037	\$277,000		\$30.00	\$8,310
	2037	2038	\$277,000		\$30.00	\$8,310
			Projected Tax Increment			\$132,960
						Total

Attachment: TID8 - S&S Addition (5741 : Consider Resolution authorizing Dev. Agreement City of Merrill & Social and Sick Benefit Society)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF MERRILL, WISCONSIN AND
MERRILL SOCIAL & SICK BENEFIT SOCIETY**

WHEREAS, the Common Council of the City of Merrill created Tax Increment District (TID) No. 8 on September 27, 2011 and the development site is within TID No. 8; and,

WHEREAS, Merrill Social & Sick Benefit Society has proposed a commercial building addition; 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 commercial space created from this development project; and,

WHEREAS, Merrill Social & Sick Benefit Society has negotiated the development agreement to provide for an incentive payment not to exceed \$30,000 for the commercial addition project.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this _____ day of March, 2021, that the Mayor and City Clerk are authorized to sign the development agreement by and between the City of Merrill and Merrill Social & Sick Benefit Society 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

Social And Sick Society Addition

418 Grand Ave
Merrill, Wisconsin 54452

Conditionally
APPROVED
DEPT. OF SAFETY AND PROFESSIONAL
SERVICES
DIVISION OF INDUSTRY SERVICES
William Wagner
SEE CORRESPONDENCE

Transaction ID: 3307406
Plan Type: Addition/Alteration Level 2
Review Type: Building
Date: 01/22/2021

**COX &
ASSOCIATES**
Architects and Planners
7702 STARFLOWER DR
WAUSAU
WISCONSIN 54401
PHONE (715) 355-8260
CELL (715) 551-0032

DRAWING INDEX

STATE SUBMITTAL 6-1-2020
REVISED SUBMITTAL 7-7-2020
REVISED STATE SUBMITTAL 11-12-2020

ARCHITECTURAL

●	T1.0	TITLE SHEET , CODE & SITE PLAN
●	A1.0	FLOOR PLAN & ENLARGED PLANS
●	A2.0	ELEVATIONS
●	A3.0	BUILDING SECTIONS & DETAILS

STRUCTURAL

●	S1.0	FOUNDATION PLAN & FRAMING PLANS
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CODE NOTES:

2015 IBC

OCCUPANCY CLASSIFICATION -
ASSEMBLY A-2 - BANQUET HALL

ALLOWABLE AREA - 6,000 SF - 1 STORIES

EXISTING BUILDING IS 50' X 60' = 3,000 SF
EXISTING 2ND FLOOR IS 25' X 60' = 1,500 SF
IT IS TWO STORY.
ADDITION PROJECT - 2,200 SF

FIRE AREA LIMITS ARE 5,000 SF AND OCCUPANCY LIMITED TO 99

THE ADDITION WOULD BE OVER THAT LIMIT SO THE ADDITION WILL
BE A 2 HR FIRE WALL GIVING US TWO FIRE AREAS

NON SPRINKLERED UNPROTECTED CLASS OF CONSTRUCTION

TYPE OF CONSTRUCTION - TYPE V B

2 HOUR FIRE WALL PROVIDED BETWEEN EXISTING
AND PROPOSED ADDITION

TABLE 601 - TYPE V B	
PRIMARY STRUCTURAL FRAME	0
BEARING WALLS EXTERIOR	0
BEARING WALLS INTERIOR	0
NON BEARING & INTERIOR	0
ROOF CONSTRUCTION	0

99 OCCUPANTS MAX - TO BE POSTED
50 MEN, 49 WOMEN, REQUIRED 1 PER 75 OCCUPANTS
2 - UNISEX TOILETS PROVIDED

SIGNATURE	
ARCHITECT:	RBC
REGISTRATION NUMBER:	8047
DATE:	11/12/2020
DRAWN BY:	RBC
CHECKED BY:	RBC

PROJECT TITLE
**S & S BAR
Addition**

**MERRILL
WISCONSIN**

Project Number **21911**

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Revision	Date	Description
1	7-7-2020	STATE REVISIONS
2	7-17-2020	STATE REVISIONS
3	11-12-2020	STATE REVISIONS

Phase	CONSTRUCTION DOCUMENTS
Sheet Title	Title Sheet
Drawing No.	T1.0



PROJECT TITLE

**S & S BAR
Addition**

MERRILL
WISCONSIN

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Phase	CONSTRUCTION DOCUMENTS
Sheet Title	Floor Plan
Drawing No.	A1.0



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SIGNATURE
ARCHITECT: RBC
REGISTRATION NUMBER: EP47
DATE: 11/12/2020
DRAWN BY: RBC
CHECKED BY: RBC

PROJECT TITLE
S & S BAR Addition
MERRILL WISCONSIN

Project Number **21911**

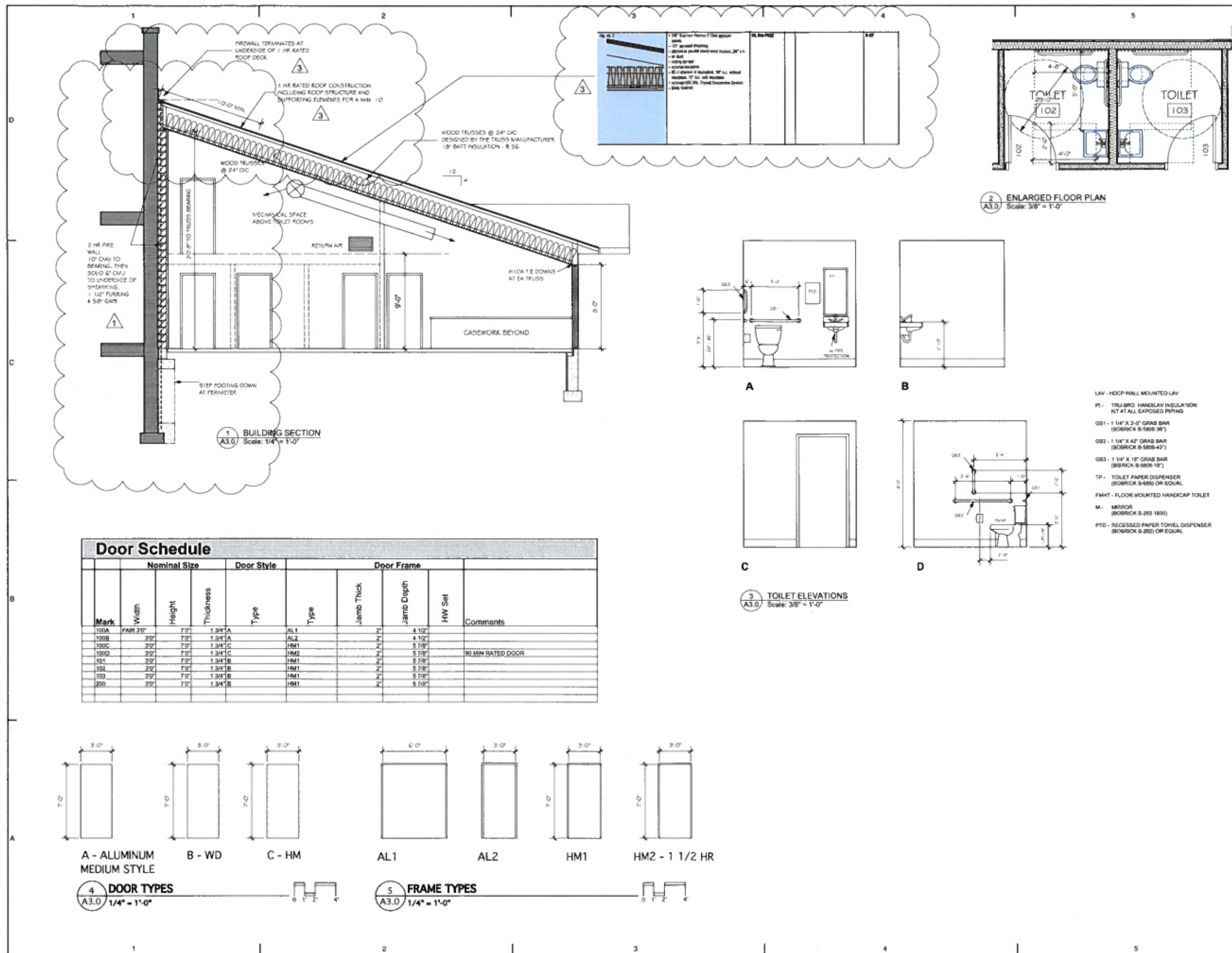
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Revision	Date	Description
1	7-7-2020	STATE REVISIONS
3	11-12-2020	STATE REVISIONS

Phase
CONSTRUCTION DOCUMENTS

Sheet Title
Elevations

Drawing No.
A2.0



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SIGNATURE _____

ARCHITECT: RBC

REGISTRATION NUMBER: 6947

DATE: 11/12/2020

DRAWN BY: RBC

CHECKED BY: RBC

PROJECT TITLE

S & S BAR Addition

MERRILL WISCONSIN

Project Number **21911**

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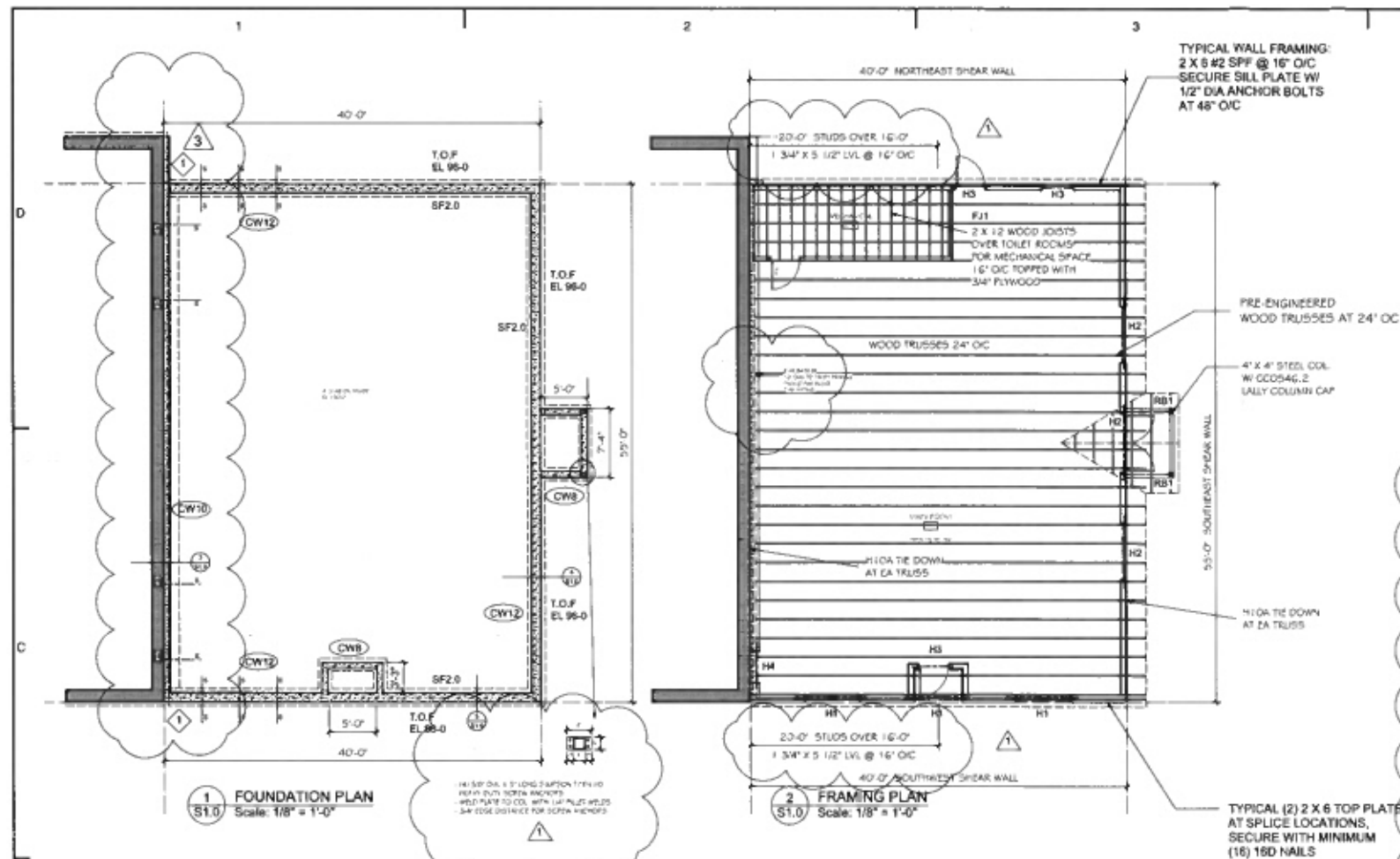
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Revision	Date	Description
1	7-7-2020	STATE REVISIONS
2	7-17-2020	STATE REVISIONS

Phase **CONSTRUCTION DOCUMENTS**

Sheet Title **Building Sections Details**

Drawing No. **A3.0**



HEADER SCHEDULE - SEE STRUCTURAL CALCS

- H1 - HEADER SPAN 6'-0" (WINDOWS)**
2-2x10's #2 SPF
1 (2x8) SPF STUD GRADE - STUDS FOR BEARING
- H2 - HEADER SPAN 6'-4" (FRONT ENTRY DOOR & WINDOWS)**
2-1 3/4" X 9 1/2" LVL 2.0E/2800Fb
2 (2x8) SPF STUD GRADE - STUDS FOR BEARING
- H3 - HEADER SPAN 3'-4" (REAR DOOR)**
2-2x10's #2 SPF
1 (2x6) SPF STUD GRADE - STUDS FOR BEARING
- H4 - HEADER SPAN 3'-4" 10" BOND BEAM**
- FJ1 - FLOOR JOISTS SPAN 7'-3" (MECHANICAL SPACE)**
2-2x10's #2 SPF
WALL FOR BEARING

BEAM SCHEDULE - SEE STRUCTURAL CALCS

- RB1 - BEAM SPAN 5'-0" AT ENTRY**
2-2x10's #2 SPF
BEAM POCKET & 1 1/4" X 4" STEEL COL.

NORTHEAST & SOUTHWEST SHEAR WALLS

OSB ROOF SHEATHING TO ROOF TRUSSES W/ POWER DRIVEN NAILS:
FASTENING: UNBLOCKED, 7/16" OSB, 0.131" DIA GUN NAILS,
2" LONG OR GREATER @ 6" O/C EDGES AND 12" O/C FIELD

OSB WALL SHEATHING TO WALL STUDS W/ POWER DRIVEN NAILS:
FASTENING: BLOCKED, 7/16" OSB, 0.131" DIA GUN NAILS,
2" LONG OR GREATER @ 6" O/C EDGES AND 12" O/C FIELD

5/8" GWB TO WALL STUDS - NO. 6 - 1 1/4" SCREWS 8" O/C EDGES AND 12" O/C FIELD

FRAMED GABLE WALL TO ROOF SHEATHING
FASTENING: UNBLOCKED, 7/16" OSB, 0.131" DIA GUN NAILS,
2" LONG OR GREATER @ 6" O/C EDGES

WALL TO SILL PLATE USING WALL SHEATHING:
FASTENING: BLOCKED, 7/16" OSB, 0.131" DIA GUN NAILS,
2" LONG OR GREATER @ 6" O/C EDGES

SOUTHEAST SHEAR WALLS

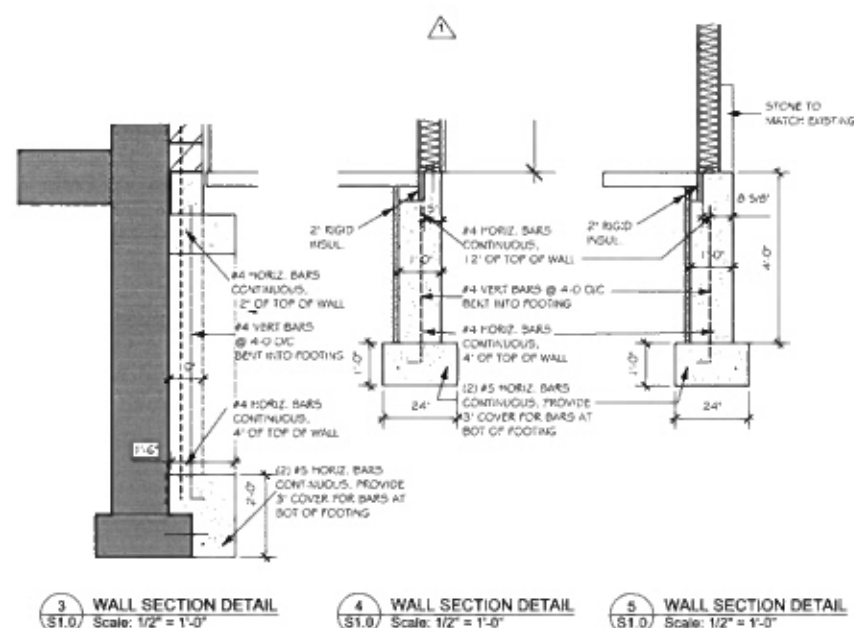
OSB ROOF SHEATHING TO ROOF TRUSSES W/ POWER DRIVEN NAILS:
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2" LONG OR GREATER @ 6" O/C EDGES AND 12" O/C FIELD

OSB WALL SHEATHING TO WALL STUDS W/ POWER DRIVEN NAILS:
FASTENING: BLOCKED, 7/16" OSB, 0.131" DIA GUN NAILS,
2" LONG OR GREATER @ 6" O/C EDGES AND 12" O/C FIELD

5/8" GWB TO WALL STUDS - NO. 6 - 1 1/4" SCREWS 8" O/C EDGES AND 12" O/C FIELD

TRUSSES TO WALL TOP PLATE - USE H10A AT EACH TRUSS

WALL TO SILL PLATE USING WALL SHEATHING:
FASTENING: BLOCKED, 7/16" OSB, 0.131" DIA GUN NAILS,
2" LONG OR GREATER @ 6" O/C EDGES



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SIGNATURE

ARCHITECT: RBC

REGISTRATION NUMBER: 6947

DATE: 11/12/2020

DRAWN BY: RBC

CHECKED BY: RBC

PROJECT TITLE

**S & S BAR
Addition**

**MERRILL
WISCONSIN**

Project Number

21911

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Revision	Date	Description
1	7-7-2020	STATE REVISIONS
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Phase
**CONSTRUCTION
DOCUMENTS**

Sheet Title
**Foundation Plan
Framing Plan & Details**

Drawing No.

S1.0

PLUMBING

Price includes all materials, labor and tax for the following:

Removal of the cast iron drain lines for the existing bathrooms in the basement

Re-pipe those drain lines with PVC pipe

Install new PVC drain lines to the proposed lavatories, toilets and kitchen sink up to Wisconsin state code

Install new pex water lines to the proposed lavatories, toilets and kitchen sink with separate valves to

control this portion without affecting the old portion

Supply and install a 50 gallon electric AO Smith hot water heater

Supply and install 2 Gerber Viper ADA toilets in white

Supply and install 2 Gerber wall hung lavatories in white

Supply and install a Mainline double compartment stainless steel kitchen sink

Supply and install a Delta 400 kitchen faucet

Supply and install two Delta ADA lavatory faucets

Supply and install two trap wraps on the lavatories

Supply and install three grab bars for the toilets for ADA compliance

40

HVAC

1 - Evergreen High Efficient Boiler, 155,000 BTU's, 95% Efficient Model EVG155

Approximately 2500' of 5/8 Pex Tubing with vapor barrier and cross linked

1- Low Water cut off per code

1- Auxiliary High Limit per code

1- Expansion Tank with auto spiro vent bleeder

1- Set of manifolds with flow meters and valves for 1 zone, 5 loops

1- lot of copper and fittings

Ball valves to isolate boiler and pumps

Honeywell T-6 Hydronic Programable Thermostat

50 Gals of Alphi Anti-Freeze

1- Rheem Two Stage Roof top unit set on back side of building, on slab (Slab by general contractor) with R- 8 insulated duct-ran on outside wall **Note: Unit is 208-230 3 Phased**

7 1/2 Tons of cooling and 180,000 BTU's heating

1- RxRD- OIMDHAM3 Horizontal Economizer

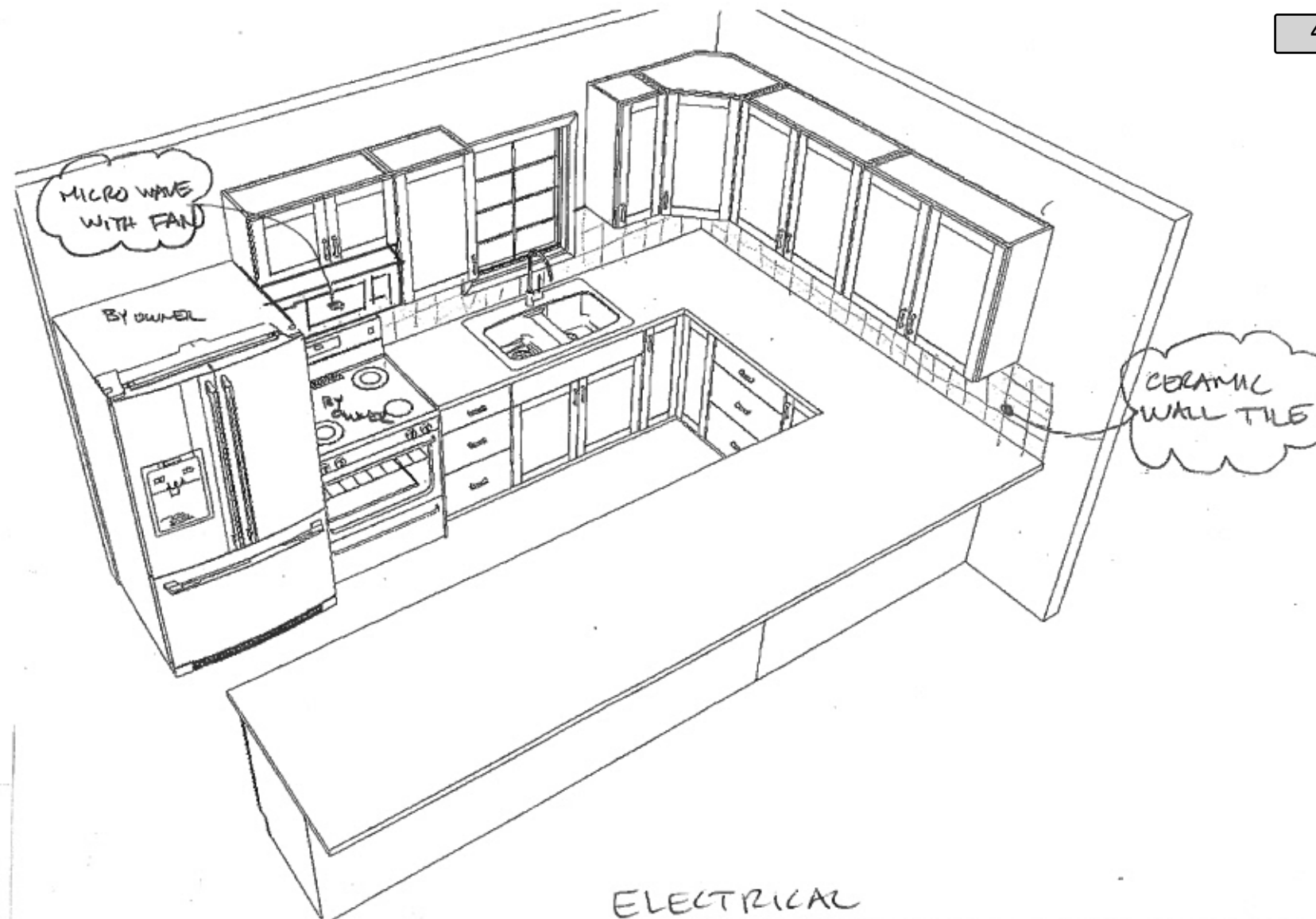
1- Honeywell Vision pro 8000 with red link technology 7 day programmable

Duct work ran in 22" galvanized spiral pipe reduced to 18" hung from ceiling

14- 20x6 spiral registers

1-36x36 return air grill

3- L100, 100 CFM Lonsone Fans with 3 641 6" wall caps



ELECTRICAL

Design Build

NOTE - These numbers are generalities that are to be used for future budgeting and not to be use as a firm number for construction.

WPS-WE Energies /
Inspections / Permits

Coordination for disconnection and re-connection of the electrical service, required permits, inspection fees as required, compliance cards, etc.

150 Main electrical Panel

This would be dedicated for the new addition. The existing service is a 400 amp with twin 200 amp panels being fed from it. It may be possible that the existing loads could be combined as to be supplied from one panel, the more likely option would be that it will be necessary rework the main service to accomplish that.

Lighting

General and accent lighting throughout, this lighting will be dimmable, used for everything from lighting the addition for cleaning, down to task lighting in the warming kitchen.

Receptacles

Wiring for general receptacles throughout the new addition area

Mechanicals

Boilers, furnace, A/C, hot water, etc

Bathrooms

Power for bathroom lights, power, exhaust fans, etc.

General

Exterior signage, Canopy Lighting, (2) ceiling fans, multiple TV's, etc

Island

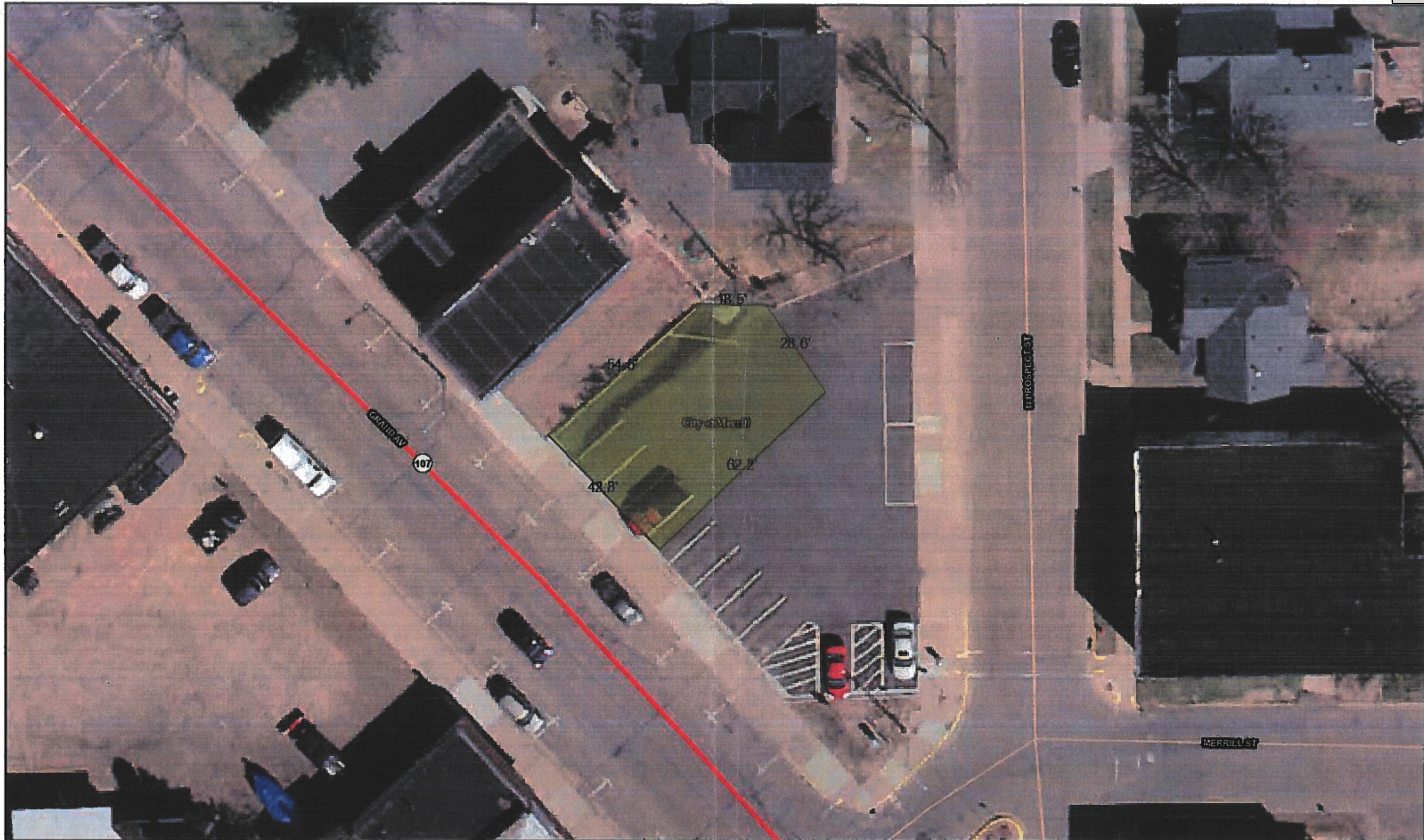
Power and custom lighting to and for the bar area for both function and looks.

Warming Kitchen

General (4) and ~~dedicated receptacles for dishwasher~~ stove, refrigerator, (6) Nesco units, coffee pots, crockpots, etc.

Labor and Misc. Materials

Labor and Misc. materials required for a complete project



SS Construction Parking



DISCLAIMER: The information depicted on this map is a compilation of public record information including aerial photography and other base maps. No warranty is made, express or implied, as to the accuracy of the information used. The data layers are a representation of current data to the best of our knowledge and may contain errors. It is not a legally recorded map and cannot be substituted for field-verified information. Errors should be reported to Land Services Department, 801 North Sales St, Merrill, WI, 54452. Phone (715) 539-1087.

Author: Public
Date Printed: 2/15/2021

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE
CITY OF MERRILL, WISCONSIN
AND MERRILL SOCIAL AND SICK BENEFIT SOCIETY**

THE DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of _____, 2021 by and between the City of Merrill, Wisconsin, (the “City”) a political subdivision of the State of Wisconsin and Merrill Social and Sick Benefit Society (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. Merrill Social and Sick Benefit Society owns the development area described as:
 Lt 1 CSM 2805 V16 P245 D0546566
 Located at: 416-418 Grand Ave., Merrill, Wisconsin
- E. The Developer proposes to construct a 2,200 sq. ft. addition located within the Development Area.
- F. As an inducement to Developer to undertake the Development in TID 8 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 remodel existing building and construct building addition within TID 8.
- 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 #8, created September 27, 2011.
- 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. Acquired all necessary real estate interests.
- b. Raised equity and financing necessary for the development.
- c. File site plan and permit applications with the City and/or State.
- d. Contract for construction of the building addition.
- e. Developer will commence construction, with occupancy planned by December 15, 2021. The new tax increment would be generated beginning with 2022 property tax (2023 collection).
- f. This development incentive is to facilitate building addition construction.
- g. Shall pay all Real Estate Taxes when due.

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 Thirty Thousand Dollars (\$30,000). This incentive shall be paid to Merrill Social and Sick Benefit Society per the following schedule as new property tax increment is generated and property taxes paid:

PAYMENT TIME FRAME

DEVELOPMENT INCENTIVES

Merrill Social and Sick Benefit Society

Upon completion of addition	\$10,000
By September 1, 2022	\$10,000
By September 1, 2023	\$10,000

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 Merrill Social and Sick Benefit Society. Merrill Social and Sick Benefit Society hereby warrants and represents the following: Merrill Social and Sick Benefit Society will expend at least Two Hundred Fifty Thousand Dollars (\$250,000) for construction of the building addition 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 Seven Thousand Five Hundred and 00/100 Dollars (\$7,500) in incremental taxes from the new construction 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, 2038 or the date TID #8 is dissolved, Merrill Social and Sick Benefit Society 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.

Merrill Social and Sick Benefit Society, 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 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,

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 March ____, 2021, by the Common Council.

IN WITNESS WHEREOF:

The parties have executed this Agreement as of _____, 2021

CITY OF MERRILL, WISCONSIN

Derek Woellner, Mayor

Approved:

Katherine G. Unertl, Finance Director

William N. Heideman, Clerk

Approved as to Form:

Thomas N. Hayden, City Attorney

STATE OF WISCONSIN)

) ss.

COUNTY OF LINCOLN)

Personally came before me this ____ day of _____, 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 _____

MERRILL SOCIAL AND SICK BENEFIT SOCIETY

By _____

Michael Kunkel, President

STATE OF WISCONSIN)

) ss.

COUNTY OF LINCOLN)

Personally appeared before me this ____ day of _____, 2021, the above named Michael Kunkel, of Merrill Social and Sick Benefit Society to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My commission _____

MERRILL SOCIAL AND SICK BENEFIT SOCIETY

By _____
 Jeff Anderson, Secretary

STATE OF WISCONSIN)
) ss.
 COUNTY OF LINCOLN)

Personally appeared before me this ____ day of _____, 2021, the above named Jeff Anderson, of Merrill Social and Sick Benefit Society to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My commission _____

MERRILL SOCIAL AND SICK BENEFIT SOCIETY

By _____
 William Folta, Treasurer

STATE OF WISCONSIN)
) ss.
 COUNTY OF LINCOLN)

Personally appeared before me this ____ day of _____, 2021, the above named William Folta, of Merrill Social and Sick Benefit Society to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My commission _____

City of Merrill - N. Poplar St. Utilities
North of E. 9th St.

Tax Increment District No. 7

Please see Water & Sewer Committee information and request from individuals interested in purchasing lot owned by HAVEN, Inc. for new single-family home.

Proposed utility infrastructure would include 6" water main extension and hydrant installation at the SE corner of N. Poplar St. and E. 10th St. Also, extension of 8" sanitary sewer main and manhole. Two service laterals would also be installed to the two lots (one on each side) of N. Poplar St. Estimated at \$35,000.

The TID No. 7 budget for 2021 includes \$30,000 for potential extension of water & sewer service to northernmost FreMarq Innovations building. This funding would be reallocated.

PIN	Property Owner	Acres	Assessments - 1/1/2020		Total
			Land	Improved	
251-3106-121-0205	HAVEN, Inc.	0.661	\$0	\$0	\$0
251-3106-121-0359	Ollhoff, Jennifer	0.809	\$8,200	\$0	\$8,200
Total		1.47	\$8,200	\$0	\$8,200

Potential Tax Increment - If new single-family home on Tax Exempt Parcel:

	Land	Improved	Total
Projected	\$7,300	\$147,700	\$155,000

Projected Tax Increment and TID No. 7 Cash Flow:

Const. Year	Value Year	Revenue Year	TID Value Increment	Tax Rate	1 new home Projected Tax Increment
2021	2022	2023	\$155,000	\$30.00	\$4,650
2022	2023	2024	\$155,000	\$30.00	\$4,650
2023	2024	2025	\$155,000	\$30.00	\$4,650
2024	2025	2026	\$155,000	\$30.00	\$4,650
2025	2026	2027	\$155,000	\$30.00	\$4,650
2026	2027	2028	\$155,000	\$30.00	\$4,650
2027	2028	2029	\$155,000	\$30.00	\$4,650
2028	2029	2030	\$155,000	\$30.00	\$4,650
2029	2030	2031	\$155,000	\$30.00	\$4,650
2030	2031	2032	\$155,000	\$30.00	\$4,650
2031	2032	2033	\$155,000	\$30.00	\$4,650
2032	2033	2034	\$155,000	\$30.00	\$4,650
2033	2034	2035	\$155,000	\$30.00	\$4,650
2034	2035	2036	\$155,000	\$30.00	\$4,650
2035	2036	2037	\$155,000	\$30.00	\$4,650
Total					\$69,750

WATER AND SEWER 1/27/2021

Alderman Osness called meeting to order at 5:00 p.m.

Attending: Dustin Bonack, Rod Akey, Mike Rick, Dave Johnson, Steve Osness, Gabe Steinagel, Mark Weix, Dustin Brown.

Vouchers: Rick/Weix approved and carried.

Discussion on Manganese: Gabe says that in some areas there are problems. Some solutions are exponential. Crews in spring, will work on more directional flushing, which should eliminate scaling in the mains.

Gabe provided a handout detailing prior manganese treatment. 2018 & 2019 media was added to reduce costs.

In 2020, numbers were going higher. Manganese grips onto filter media. Additional iron will be added to water to assist in the problem. Cost will be \$3,000-\$3,500/year. This might provide 5-10 years of relief. Filter rehab, etc. could cost \$125,000. "Therachloride" is the chemical used.

Rod – Therachloride is a maintenance item.

Discussion was held on prior maintenance on Well 5, and heightened levels.

Gabe indicated that we can do most maintenance ourselves, etc. Problem areas will be served first. Years and years of calcification add to the problem.

Dave Johnson gave a visual demonstration regarding manganese.

2. Due date on grease trap ordinance to August 1, from March 1st. Motion Rick/Weix to change the date to August 1st. Carried.

3. 9th & Poplar – get a request to extend water and sewer. Normally we'd extend a 1" water and a 4-6" sewer. Since we see extension, recommend 6" water, 8" sanitary line.

Staff is checking into TIF assistance for that project. Weix/Rick motioned to forward to RDA for consideration.

4. Parking on Pine St. –Rick/Weix motioned to refer to Health and Safety committee. Carried.

Monthly Report – Gabe Steinagel reviewed the report that was in the meeting packet. Rick/Weix motioned to accept the report. Carried.

Public Comment Period – Steve Sabatke - 2801 Thielman, gave public comment.

January 6, 2021

Gabe

Our names are William and Jody Maulson and we are interested in buying the property on N Poplar Street to build a home on the lot. We are asking for Merrill Water Utility to bring the sewer and water down to the lot at no expense to us.

Please let us know if this is possible and when this can be done.

Thank You

William Maulson



Jody Maulson



PIN
251-3106-121-0205

PETITION

A - Curb and Gutter _____ B - Water Main _____
 C - Sanitary Sewer X _____ D - Sidewalk _____
 E - Bituminous Pavement _____

HONORABLE MAYOR AND COMMON COUNCIL

We, the undersigned, hereby petition your honorable body for _____
water and sewer on N Poplar Street,
 from E 9th St to The North 140' on Poplar Street,
 for which we are willing to pay at the rate adopted by the Common Council.

It is hereby understood that the Common Council, based on a recommendation from the Board of Public Works, shall determine which work shall be required on public work projects. Public works projects shall be street construction resurfacing, sanitary sewer, storm sewer, water main, sidewalk and curb and gutter construction. Sanitary sewer and water laterals are requested to be installed prior or with a major street reconstruction or the installation of water main and sanitary sewer. The cost of the above public works project being requested will be assessed against the abutting property owner at the time of installation and completion of the public works project. The Board of Public Works shall set a priority list for all public works projects requested and set forth that priority list for all public works projects requested and set forth that priority list on a yearly basis. All work requested by petition will be done in an approved method as prescribed by the Board of Public Works and the petitioner hereby agrees to this be his signature. Special assessments and charges will be as per City of Merrill Special Assessment Policy relating to public works improvements. Public Works improvements requested by property owners shall go to a public hearing prior to any special assessment being levied against said property owner unless a waiver of hearing is signed by the affected property owners.

FOR IMPROVEMENT

Name	Address	Date	Footage
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

AGAINST IMPROVEMENT

Name	Address	Date	Footage
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



DISCLAIMER: The information depicted on this map is a compilation of public record information including aerial photography and other base maps. No warranty is made, express or implied, as to the accuracy of the information used. The data layers are a representation of current data to the best of our knowledge and may contain errors. It is not a legally recorded map and cannot be substituted for field-verified information. Errors should be reported to Land Services Department, 801 North Sales St, Merrill, WI, 54452. Phone (715) 539-1087.