



CITY OF MERRILL
REDEVELOPMENT AUTHORITY
AGENDA • WEDNESDAY DECEMBER 7, 2022

Regular Meeting

City Hall Council Chambers

8:00 AM

To attend remotely call 541-600-2302 and PIN 552 770 835#

- I. Call to order
- II. Consider approval of RDA meeting minutes from October 5th, 2022
 1. Minutes from 10-05-2022
- III. Public Comments
- IV. Update on status of residential developments - 2022-11-28
 1. Housing Status
- V. Review revised development plans and proposed modifications to the development agreement for Webster St. residential developments by S.C. Swiderski, LLC (TID No. 8)
 1. TID8 Revised Swiderski Webster St.
- VI. Review of draft Request for Proposal (RFP) for sale of City-owned development site at southeast corner of Pine Ridge Plaza (TID No. 4)
 1. TID4 - Development Site (RFP)
- VII. Next RDA meeting - Wednesday, February 1, 2023 at 8:00 a.m.
- VIII. Adjournment

City of Merrill
Meeting of Redevelopment Authority (RDA)

Wednesday, October 5, 2022 at 8:00 a.m.
City Hall Common Council Chambers

RDA Present: Steve Hass, Clyde Nelson, Mark Bares, Steve Sabatke, Rebecca Rutkowski, and Tony Kusserow

Absent: Jim Koppelman

Others: Alderpersons Rick Blake, Dick Lupton and LaDonna Fermanich, Finance Director Kathy Unertl, City Attorney Tom Hayden, City Public Works Director/City Engineer Rod Akey, Building Inspector/Zoning Administrator Darin Pagel, Bill Bialecki from Lincoln County Economic Corp. (LCEDC), Kortni Wolf and Connor Langbehn from S.C. Swiderski, LLC, IT Manager Dustin Brown, and video operator from Merrill Productions

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

Consider approval of RDA meeting minutes from September 7, 2022 :

Motion (Bares/Sabatke) to approve the meeting minutes from September 7th. Carried.

Public Comments: Nelson distributed various economic and housing background information.

Update on status of residential developments:

Information as of 9/26/2022 was reviewed.

Review revised development plans and consider modifications to development agreement for Webster St. residential developments by S.C. Swiderski, LLC (TID No. 8):

Kortni Wolf and Connor Langbehn from S.C. Swiderski, LLC highlighted preliminary revised Webster St. residential development plans. Both Hass and Unertl recommended additional multi-family housing instead of potential single-family home lots.

The revised development agreement will be reviewed after City Plan Commission and Common Council action on the Conditional Use Permit (CUP) applications.

Additional development plan revisions occurred before the November 1 City Plan Commission review of Conditional Use Permit (CUP) application.

Construction would begin in Spring 2023 with completion planned by end of 2024.

Next RDA Meeting: Preliminarily planned for Wednesday, November 2nd at 8:00 a.m.
[This potential meeting was deferred to Wednesday, December 7th.]

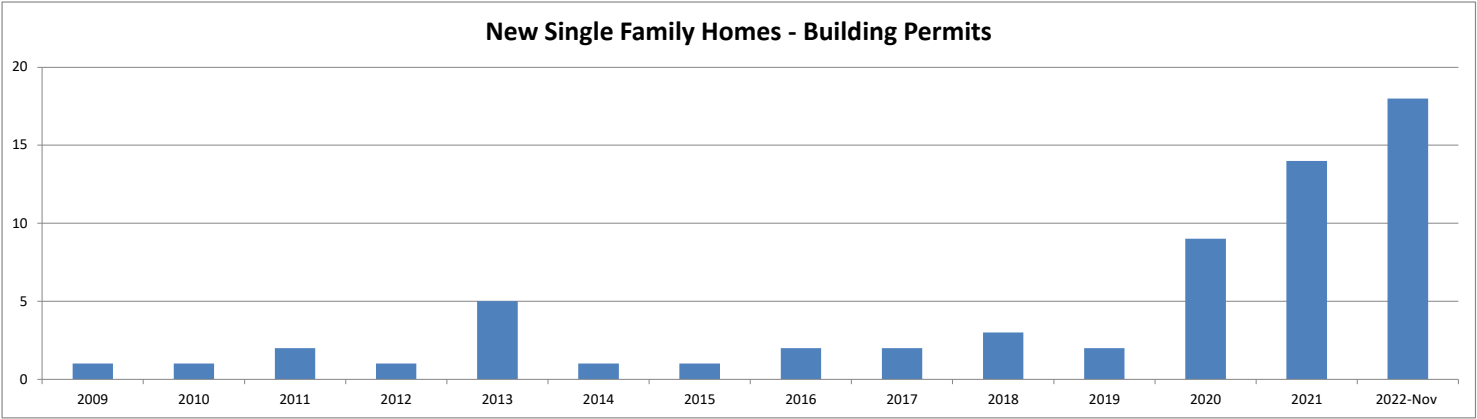
Closed Session: There was no need for Closed Session.

Adjournment: (Nelson/Sabatke) to adjourn at 8:22 a.m. Carried.

Minutes prepared by RDA Secretary Kathy Unertl

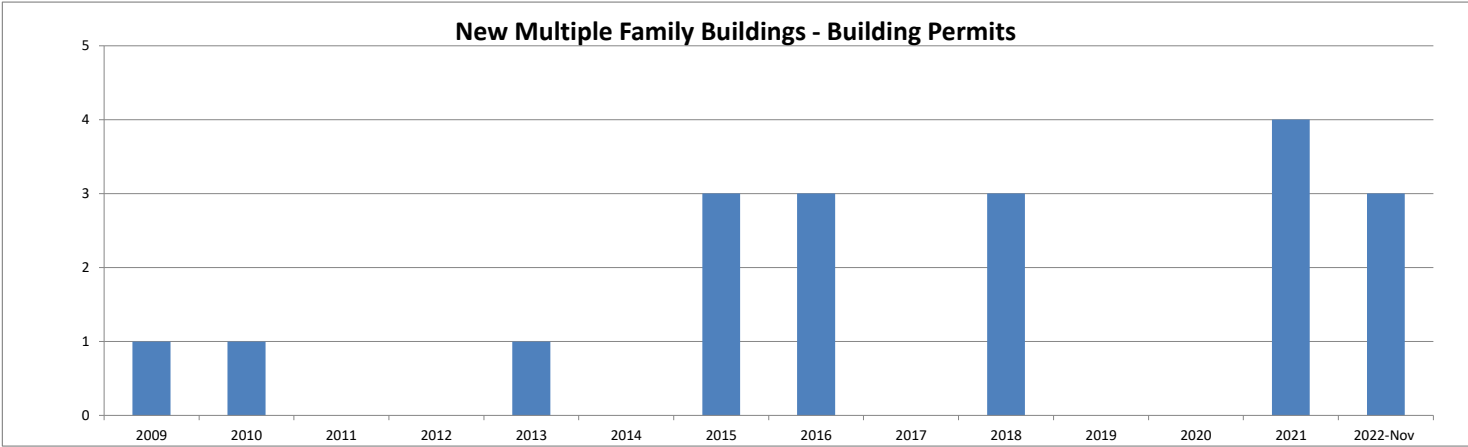
Attachment: 2022-10-05 RDA Minutes (9461 : Minutes from 10-05-2022)

City of Merrill - New Residential Development (2009 - 2022)



	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022-Nov	Total	
Single Family Homes	1	1	2	1	5	1	1	2	2	3	2	9	14	18	62	Homes
Multiple Family Buildings	1	1			1		3	3		3			4	3	19	Buildings
# of units	Condos - 4	Duplex 2			Duplex 2		Football 12	Rock Ridge - I 36		Rock Ridge - II 36			FoxPoint 56	Webster St. 36	184	New Units in Multi-Family Buildings

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



City of Merrill - Residential Developments

Status as of 11/28/2022

Single-Family Homes:

Developer	Location	Building Lots	Completed Occupancy Permits	Under Construction	Basement or Footings	Vacant Lots	TID
Ryan Ott/Denyon Homes	Superior/W. St. Paul	13	13	0	0	0	No. 11
JJ Premier/CMO Builders	Parkview/Edgewater	13	6	2	0	5	No. 11
JS Builders	E. 10th St. (East of Poplar St.) (Former HAVEN lots)	3	0	1	0	2	No. 7
Timber Ridge Builders	Highland Dr.	2	2	0	0	0	No. 11
Merrill Area Housing Authority	MAPS BlueJay House - 808 E. 4th St.	1	0	1	0	0	Tax Exempt
Ryan Ott Development	Johnson St. - Phase 1 (2022 - CSM)	2	0	1	1	0	No. 4
Ryan Ott Development	Johnson St. - Phase 2 (after Plat)	6	0	0	0	6	No. 4
Beckman, Lea	1804 E 12th St.	1	0	1	0	0	N/A
Thiel, Lucas & Elizabeth	302 Willow Bend Ct. (6/22 Permit)	1	0	0	0	1	N/A
Sullivan, Dan	1509 Nicklaus Dr. (10/22 Permit)	1	0	0	0	1	N/A
Zelich, Max	1605 Nicklaus Dr. (10/22 Permit)	1	0	0	0	1	N/A
Totals		44	21	6	1	16	Totals

Note: North of E. 10th St. (Prairie River Properties) pending
Plat for about 20 building lots (if Spruce St. extended)

Attachment: Housing-2022-11-28 Status (9463 : Housing Status)

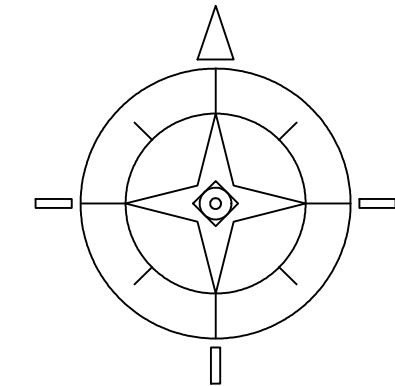
City of Merrill - Residential Developments

Status as of 11/28/2022

Duplexes:			Buildings Planned	Completed Occupancy Permits	Under Construction	Footings	Vacant Lots	TID
Developer	Location							
Merrill Area Housing Authority	Francis Dr.		3	0	1	0	2	Tax Exempt

Multi-Family Apartments:			Buildings Planned	Completed Occupancy Permits	Under Construction	Footings	Vacant Lots	
Developer	Location							
S.C. Swiderski, LLC Total of 56 Units	Fox Point (E. 14th St.)		4	4	0	0	0	No. 10
S.C. Swiderski, LLC Total of 64 Units	Webster St. (3 CSM Lots)							
	Bedford (6 Units) - 2 Buildings		2	0	0	0	1	No. 8
	Bedford (2 Units) - 2 Buildings		2	0	0	0	N/A	No. 8
	Fulton (20 Units) - 2 Buildings		2	0	0	0	1	No. 8
	Rockwell (4 Units) - 2 Buildings		2	0	0	0	1	No. 8
Conditional Use Permit (CUP) approved 11/9/2022 Common Council meeting								
Nicolet Lumber (36 Units) (Planned 2023 Occupancy)	Webster St./Eugene St. State building plans approved 6/28/2022		3	0	3	0	0	No. 8

Attachment: Housing-2022-11-28 Status (9463 : Housing Status)



C.01

DWGNAME

[illegible]

401 RANGER STREET
MOSINEE, WI 54455
PH: 715.693.9522
FAX: 715.693.9523
WWW.SCSWIDERSKI.COM

PROJECT	ALEXANDER ESTATES
MODEL	CONCEPTUAL SITE PLAN A
TITLE	SITE PLAN

DATE	10-10-2022
DRAWN BY	TSCF
SCALE	SCALE

SHEET NO.
C.01

City of Merrill - TID No. 8 - S.C. Swiderski, LLC Residential Developments								
Originally PIN 251-3106-152-0228 - now owned by City of Merrill								
	Land	Improved	Total RE					
1/1/2021	Valuation	Valuation	Valuation		Taxes 2020			
	\$14,700	\$0	\$14,700		of \$459			
Original 2021 proposed development:			Total of 32 Housing Units (when fully developed)					
	Duplexes - Projected total of eight (i.e. 16 housing units)							\$5,000,000
	Single-Family Homes - Projected total of 16 housing units							Projected Value
	Would have required utility and street improvements of Heldt St.							
Revised 2022 proposed development:			Total of 64 Housing Units (when fully developed)					
	Bedford 6 Units - Total of two (i.e. 12 housing units)							\$10,000,000
	Bedford 2 Units - Total of two (i.e. 4 housing units)							Projected Value
	Rockwood 4 Units - Total of two (i.e. 8 housing units)							
	Fulton 20 Units - Total of two (i.e. 40 housing units)							
	Would <u>not</u> require utility and street improvements of Heldt St.							
					Increase # Units			32
					Increase Projected Tax Increment			\$5,000,000
Projected for each housing unit:								
	Land	Improved	Total RE					
	Valuation	Valuation	Valuation					
	\$6,250	\$150,000	\$156,250					
Projected Tax Increment:								
			Conceptual Phased Fiscal Projection:					
Const.	Value	Revenue	Tax	Phase 1	Phase 2	Phase 3	TID Value	Projected
Year	Year	Year	Rate	- 2023	- 2024	-2025	Increment	Tax Increment
2023	2024	2025	\$30.00	12			\$1,875,000	\$56,250
	2025	2026	\$30.00		32		\$6,875,000	\$206,250
	2026	2027	\$30.00			20	\$10,000,000	\$300,000
	2027	2028	\$30.00				\$10,000,000	\$300,000
	2028	2029	\$30.00				\$10,000,000	\$300,000
	2029	2030	\$30.00				\$10,000,000	\$300,000
	2030	2031	\$30.00				\$10,000,000	\$300,000
	2031	2032	\$30.00				\$10,000,000	\$300,000
	2032	2033	\$30.00				\$10,000,000	\$300,000
	2033	2034	\$30.00				\$10,000,000	\$300,000
	2034	2035	\$30.00				\$10,000,000	\$300,000
	2035	2036	\$30.00				\$10,000,000	\$300,000
	2036	2037	\$30.00				\$10,000,000	\$300,000
	2037	2038	\$30.00				\$10,000,000	\$300,000
								\$3,862,500

Attachment: TID8 - Revised Swiderski Webster St (9464 : TID8 Revised Swiderski Webster St.)

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE
CITY OF MERRILL, WISCONSIN
S.C. SWIDERSKI, LLC (WEBSTER ST.)**

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 S.C. Swiderski, 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. The City of Merrill has acquired and will sell about 12.154 acres to the Developer land for ~~duplex and single family home~~ multiple occupancy housing unit development/construction.

Lots Two (2) and Three (3) of Certified Survey Map Number 2855, recorded July 1, 2021, in Volume 17, page 77. ~~which will be further subdivided through formal plat.~~

- E. The Developer proposes to construct about ~~seven duplexes and sixteen single-family homes, in two phases,~~ 2 six-unit housing units, 2 four-unit housing units, 2 two-unit housing units and 2 twenty-unit housing units located within the Development Area (the “Project”). ~~Phase II (Heldt Street homes) should be completed no later than 12 months after completion of appropriate infrastructure improvements by City of Merrill.~~

~~Both parties agree that if foundation work cannot be completed due to weather conditions, this time frame is subject to change.~~

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, for project costs incurred, to construct ~~duplexes multiple occupancy housing units and single family homes~~ within TID 8.

G. The City will construct Webster Street utility and street infrastructure between Alexander Street and Eugene Street during 2021 ~~and 2022~~ through 2023. ~~The City will construct Heldt Street utility and street infrastructure during 2023 (at the earliest) based upon developments. All timelines noted in this document are subject to change based on completed infrastructure by the City.~~

H. The City will permit the developer to connect to the new Webster Street ~~and future Heldt Street~~ water and sanitary sewer mains, for the benefit and servicing of the Project.

I. 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.

J. 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.

K. If construction ~~of seven duplex homes and eight single family homes~~ is not started by ~~September 30, 2022~~ May 31, 2023, property title shall revert back to the City of Merrill, and developer shall execute the appropriate documents to facilitate that transfer.

~~L. If construction of the Heldt St. single family homes is not started by December 1, 2026 property title shall revert back to the City of Merrill, and developer shall execute the appropriate documents to facilitate that transfer.~~

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, which was created by the Merrill Common Council on September 27, 2011.
- b. Purchased the Alexander Street property and arranged for necessary survey services and preparation of certified survey map.
- c. Held a City Plan Commission Public hearing on the Planned Unit Development (PUD) for ~~duplexes multifamily development~~.
- d. ~~Contract for formal plat for the residential development area.~~

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. 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 ~~duplexes multiple housing units and single-family homes~~ and related infrastructure improvements with occupancy planned by December 31, 2024. The new tax increment would be generated beginning with 2024 (to the extent of improvements completed as of January 1, 2024) property tax (2025 collection).
- d. Property taxes must be current.

ARTICLE II INCENTIVE PAYMENTS TO DEVELOPER

This development incentive is to facilitate development of the Project, through City development of Webster ~~and Heldt Street~~ utility and street infrastructure.

Land will be sold for \$1.00. Title to property will revert back to City of Merrill if development is not completed by December 31, 2026.

ARTICLE III MISCELLANEOUS

Section 3.01 Restriction on Sale.

Prior to the earlier of January 1, 2038 or the date TID #8 is dissolved, S.C. Swiderski, 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.

S.C. Swiderski, 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 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 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. 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:	S.C. Swiderski, LLC 401 Ranger St. Mosinee, WI 54455

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. 2706 adopted on September 14, 2021, by the Common Council **and as amended by the Redevelopment Authority on December 7, 2022.**

IN WITNESS WHEREOF:

The parties have executed this Agreement as of _____, 2022

CITY OF MERRILL, WISCONSIN

Steve J. Hass, Mayor

Lori Anderson-Malm, City 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 _____, 2022, the above named Steve J. Hass, Mayor and Lori Anderson-Malm, City Clerk, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My commission _____

S.C. SWIDERSKI, LLC

By _____

STATE OF WISCONSIN)

) ss.

COUNTY OF _____)

Personally appeared before me this ____ day of _____, 2022, the above named _____, _____ for S.C. Swiderski, LLC to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My commission _____

DRAFT

Request For Proposals

“PINE RIDGE PLAZA – VACANT LOT DEVELOPMENT”

City of Merrill, Wisconsin 54452

DRAFT – 2022-11-30

City of Merrill, Wisconsin

Redevelopment Authority (RDA)
1004 E. 1st St.
Merrill, Wisconsin
(715) 536-5594

December 9, 2022 [Potential Release Date]

Attachment: TID4 – Development Site RFP (9465 : TID4 - Development Site (RFP))

Request For Proposals

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Introduction -

Background - The City of Merrill, Wisconsin, invites qualified individuals and development firms to submit a proposal for purchase of City-owned 2.016 acre vacant site for new commercial development.

The City of Merrill recognizes the need for additional commercial developments within the City. Development of this prime property meets a need of the City to improve the livability of our community.

The City of Merrill's settlement commenced in 1843, five years before Wisconsin was established as a State. Originally called "Jenny Bull Falls", the city was a hub of social and economic activity through the timber boom years. Located at the crossroads of State Highways 51 and 64 Merrill now has a population of approximately 9,300.

Today, Merrill is a full service community with a diverse economy. The past decade has seen a positive turn-around in Merrill's economic outlook. Major new amenities include the River Bend Trail along the Wisconsin River, the Bierman Family Aquatic Center, a 3,000 seat grandstand at the Merrill Festival Grounds, and new senior center and expo hall at the Merrill Festival Grounds, as well as new and expanding businesses.

Purpose - In an effort to increase available commercial businesses the City of Merrill is offering this approximately 2.016 acre parcel with the intent to see new sit-down restaurant or other commercial development(s) on this site.

There is a demonstrated need for food-related commercial businesses in the community.

This request for proposals is designed to provide sufficient background and property information so that individuals and developer teams may submit a proposal to the City.

Property Overview –

Site Overview and Zoning –

Located on Merrill's northeast side, this prime 2.016 acre parcel is presently zoned Thoroughfare Commercial.

The City-owned parcel is located at the southeast corner of the Pine Ridge Plaza commercial area. A new Tractor Supply Company store opened in mid-2022 after rehabilitation of vacant former grocery store and construction of new greenhouse.

The development site is of even grade and was previously used as an asphalt parking lot. The site could be served from the west by extension of private (Pine Ridge Plaza owned) water and sewer services to connect to City municipal utilities on Pine Ridge Ave.

Proximity to U.S. Highway 51 and State Highway 64, make this an appealing commercial development site.

Contemplated Uses -

The City of Merrill is anticipating that developers would look at this property for the development of high quality commercial businesses.

Possible uses include:

- Commercial uses: commercial use may include retail, financial, or restaurant, for new or expanding businesses.

PROPOSAL SUBMISSION –

Proposals submitted to the City of Merrill should be presented in concise form responding specifically and directly to the type of development activity being proposed for the site.

All questions regarding the proposal shall be directed to:

Kathy Unertl, RDA Secretary
1004 East First Street
Merrill, Wisconsin 54452
Telephone: (715) 536-5594
E-Mail: Kathy.Unertl@ci.merrill.wi.us

- Proposals shall respond to the outline of the components as presented.
- The entire proposal shall be not more than 15 pages including all spreadsheets, drawings and sketches.
- Proposals shall be submitted by the deadline: 4:00pm CST, Monday, January 30, 2023 to the above listed office.

City contact person for information is:

- Kathy Unertl, RDA Secretary (715) 536-5594

E-Mail: Kathy.Unertl@ci.merrill.wi.us

PROPOSAL COMPONENTS –

Prospective developer proposals shall include the suggested components as listed below:

1. Proposal Summary –

A statement or outline on the project's principal features for the proposed work including a description of proposed use(s) and anticipated user(s).

2. Project Summary Outline and Tentative Schedule –

Provide an outline of primary tasks including design, permitting, financing, construction, occupancy and any other tasks required to complete the proposed project. Material shall include a timeline for completion of the proposed project.

3. Development Organization –

Provide necessary information about the organization of the development entity to include official registered name, place and date of organization, level of experience in comparable projects and a statement which demonstrates financial capacity to perform. Also, provide any irregularities relative to suspensions, defaults or bankruptcies and other matters which may have an effect or impact on this proposal.

Include contact information for the individual or company as well as contact information on project team leader or primary contact to include office number, cell phone numbers and email addresses which will be used in developing this project.

In the event more than one individual or company teams with another entity all of the above information is required for that entity or company as well and the arrangements and relationships are fully disclosed. A prime developer will be the responsible party for all contractual performances and guarantees.

4. Project Team and Management Qualifications-

Include material (website address), a list of or a brief description of experience and qualifications of owner entity and experience.

5. Financial Viability and Investment Strategy –

The developer shall demonstrate proof of financial viability. This may include a variety of documents including financial statements, loan commitments, or other evidence of performance.

The developer shall provide a summary indicating the amount and timing of investments necessary to complete the proposed development in a timely way.

REQUEST FOR PROPOSAL SCHEDULE

- Friday, December 9, 2022 - RFP Available For Distribution.
- December 2022 & January 2023 Developer & City Questions/Discussion.
- Monday, January 30, 2023 - Proposal Due Date to City (4:00 pm.).
- Wednesday, February 1, 2023 - Redevelopment Authority (RDA) meeting with internal City recommendation of proposal(s).
- Potentially, Tuesday, February 18, 2023 - Common Council meeting with project selection/approval on the agenda.

- Note: The City of Merrill acquired this property solely for the purpose of new commercial development and to facilitate redevelopment of the Pine Ridge Plaza commercial area. If insufficient proposals are submitted or rejected under this Request For Proposals, the City of Merrill reserves the right to negotiate and enter into discussion with future individual developers or development entities without future advertising or providing public notice. The property will be continually available for sale until sold or transferred for new development.

EVALUATION AND SELECTION CRITERIA –

Any award to be made for this project will be based upon the proposal with consideration for operational, technical, cost, and management requirements. The following items will be the primary considerations utilized to evaluate proposals and for selection of the developer:

1. The extent to which the proposal fulfills stated requirements.
2. An assessment of the developer's organization and ability to deliver the project as proposed.
3. Developer's experience, history and record of performance.
4. Availability of skilled and experienced personnel for project tasks.
5. Overall Investment level, which equates to increased tax base.
6. General sense of the proposer's understanding and approach to the commercial development process.

The City of Merrill reserves the right to discontinue this Request For Proposal process without notice for any reason; the City may reject any and all proposals; may waive formalities in the review of proposals and the City may select whichever proposal it deems to be in the best interest of the City.

INCENTIVES –

Although the property is located within Tax Increment District (TID) No. 4, the expenditure period for that TID has expired.

At this time (December 2022), the City of Merrill is unable to create a new TID since the City's Equalized Valuation within TIDs exceeds the State of Wisconsin 12.0% limit.

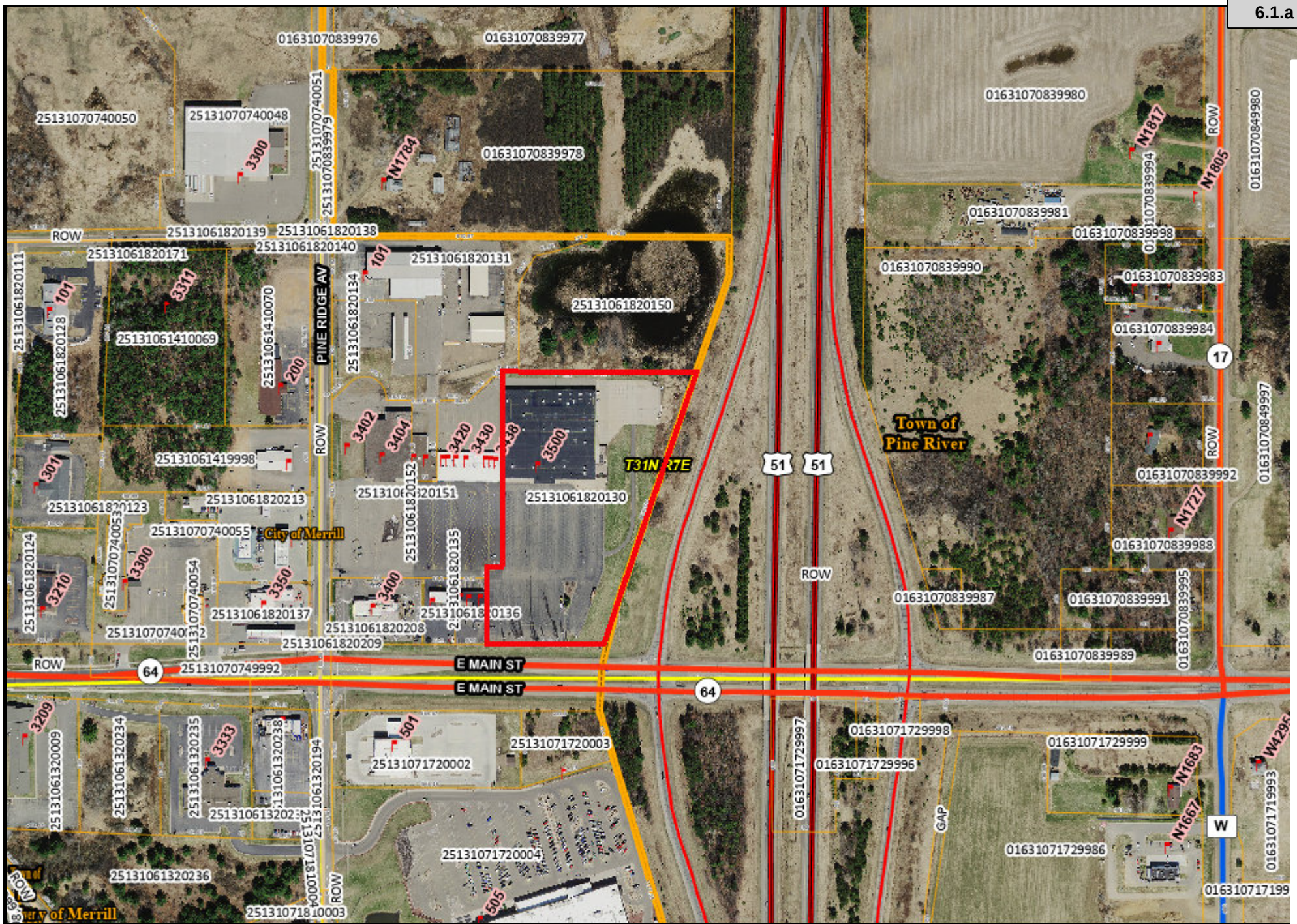
City will be reviewing potential Tax Increment District options if future City TID Equalized Valuation (1/1/2023) falls below the State TID 12.0% limit or if parcels are potentially considered for removal from existing Tax Increment Districts.

If TIF incentive(s) are possible in the future, the City may provide a cash development incentive to the developer on a pay-as-you go basis based on need and the value of the development, as well as selling the development site. The developer should include any potential TIF development incentive requests within the proposal.

MAPS

See attachments, including GIS map of Pine Ridge Plaza commercial area.

Lot 2 on CSM No. 2902 is the City-owned parcel offered for sale.



Lincoln County, WI

Author: Public

Date Printed: 11/30/2022



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.

**REI**

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 875-9784

LINCOLN COUNTY CERTIFIED SURVEY MAP

MAP NO. 2902 VOLUME 17 PAGE 189

PREPARED FOR: CITY OF MERRILL

LANDOWNER: MERRILL RIDGE PLAZA SUBSIDIARY, LLC.

PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 31 NORTH,
RANGE 7 EAST, CITY OF MERRILL, LINCOLN COUNTY, WISCONSIN.

SEE NOTES ON SHEET 2

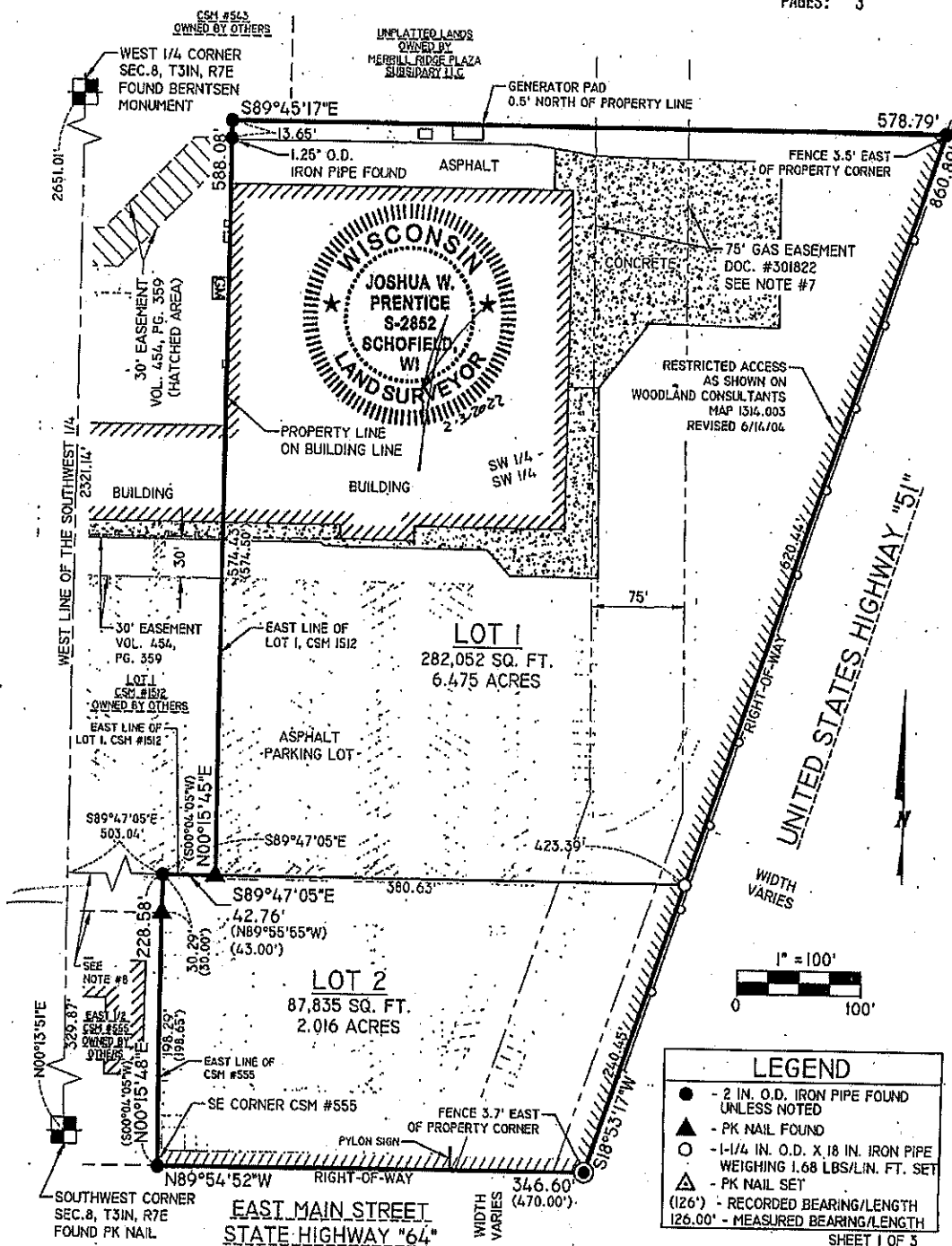


557337

SARAH L. KOSS
LINCOLN COUNTY, WI
REGISTER OF DEEDS

02/14/2022 03:33:10PM

RECORDING FEE: 30.00
PAGES: 3



DRAWING FILE: Q:\10200-10289\10287 - City of Merrill - Former Wal-Mart Property - Merrill\Drawing\Survey\10287 CSM Church Mutual.dwg
Lincoln County Register of Deeds Document # 5573389 Page 1 of 3

Attachment: TID4 – Development Site RFP (9465 : TID4 - Development Site (RFP))



REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

LINCOLN COUNTY CERTIFIED SURVEY MAP

MAP NO. 2902 VOLUME 17 PAGE 189

PREPARED FOR: CITY OF MERRILL

LANDOWNER: MERRILL RIDGE PLAZA SUBSIDIARY, LLC.

PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 31 NORTH,
RANGE 7 EAST, CITY OF MERRILL, LINCOLN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED AND DIVIDED PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 31 NORTH, RANGE 7 EAST, CITY OF MERRILL, LINCOLN COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE NORTH 00°13'51" EAST, COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 329.87 FEET; THENCE SOUTH 89°47'05" EAST, 503.04 TO THE EAST LINE OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 1512, RECORDED IN VOLUME 7, ON PAGE 185, AS DOCUMENT NUMBER 397553, FILED IN THE LINCOLN COUNTY REGISTER OF DEEDS OFFICE AND THE POINT OF BEGINNING; THENCE CONTINUING 89°47'05" EAST, COINCIDENT WITH SAID EAST LINE OF LOT 1, 42.76 FEET; THENCE NORTH 00°15'45" EAST, COINCIDENT WITH SAID EAST LINE OF LOT 1, 588.08 FEET TO THE SOUTH LINE OF CERTIFIED SURVEY MAP NUMBER 543, RECORDED IN VOLUME 2, ON PAGE 474, AS DOCUMENT NUMBER 304154, FILED IN THE LINCOLN COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTH 89°45'17" EAST, COINCIDENT WITH SAID SOUTH LINE OF CERTIFIED SURVEY MAP NUMBER 543 AND THE EASTERLY EXTENSION THEREOF, 578.79 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF UNITED STATES HIGHWAY "51"; THENCE SOUTH 18°53'17" WEST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, 860.89 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET/STATE HIGHWAY "64"; THENCE NORTH 89°54'52" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 346.60 TO THE SOUTHEAST CORNER OF CERTIFIED SURVEY MAP NUMBER 555, RECORDED IN VOLUME 3, ON PAGE 7, AS DOCUMENT NUMBER 304861, FILED IN THE LINCOLN COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 00°15'48" EAST, COINCIDENT WITH THE EAST LINE OF SAID CERTIFIED SURVEY MAP NUMBER 555 AND SAID EAST LINE OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 1512, 228.58 FEET TO THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 369,887 SQUARE FEET, 8.491 ACRES, MORE OR LESS.

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

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF MERRILL.

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

DATED THIS 3RD DAY OF FEBRUARY 2022

REI
JOSHUA W. PRENTICE
WI P.L.S. S-2852

\$ 30.00 pd. c



NOTES:

1. BEARINGS ARE BASED ON THE LINCOLN COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 31 NORTH, RANGE 7 EAST, MEASURED TO BEAR NORTH 00°13'51" EAST.
2. FIELD WORK WAS COMPLETED ON 1-18-2022.
3. RIGHT-OF-WAY IS BASED ON MONUMENTS FOUND IN FIELD.
4. THE CURRENT PIN FOR THE PARCEL IS 25131061820130.
5. THE CURRENT ADDRESSES FOR THE SUBJECT PARCEL PER LINCOLN COUNTY GIS MAPPING IS 3402 EAST MAIN STREET, MERRILL, WISCONSIN.
6. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPT FOR PUBLIC DEDICATIONS.
7. THE 75' WIDE GAS EASEMENT HAD A DESCRIPTION THAT WAS AMBIGUOUS. THE APPROXIMATE LOCATION IS AS SHOWN BASED ON THE DESCRIPTION AND MARKER POSTS FOUND IN THE FIELD.
8. 30' WIDE EASEMENT BASED ON VOLUME 454, PAGE 359 AND A RECIPROCAL SHOPPING CENTER EASEMENT BASED ON VOLUME 462, PAGE 112.

CITY OF MERRILL APPROVAL CERTIFICATE

RESOLVED, THAT THIS CERTIFIED SURVEY MAP IS WITHIN THE CITY OF MERRILL AND IS HEREBY APPROVED.

DATE 2-7-22

SIGNED

SHEET 2 OF 3



CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 875-9784

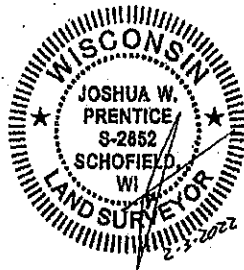
LINCOLN COUNTY CERTIFIED SURVEY MAP

MAP NO. 2902 VOLUME 17 PAGE 189

PREPARED FOR: CITY OF MERRILL

LANDOWNER: MERRILL RIDGE PLAZA SUBSIDIARY, LLC.

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 1512, RECORDED IN VOLUME 7 ON PAGE 185
AS DOCUMENT NUMBER 397553, FILED IN THE LINCOLN COUNTY REGISTER OF DEEDS OFFICE;
LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 31 NORTH,
RANGE 7 EAST, CITY OF MERRILL, LINCOLN COUNTY, WISCONSIN.



X LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE
MERRILL RIDGE PLAZA SUBSIDIARY, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY CERTIFY
THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND
MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

IN WITNESS WHEREOF, THE SAID MERRILL RIDGE PLAZA SUBSIDIARY, LLC., HAS CAUSED THESE PRESENTS

TO BE SIGNED BY Martin H. Graff, MEMBER

AT 560 Green Bay Road, Ste 403, Winnetka, IL 60093

THIS 11 DAY OF February, 2020

IN THE PRESENCE OF: MERRILL RIDGE PLAZA SUBSIDIARY, LLC.

Martin H. Graff, MEMBER Manager of Member

STATE OF)
SS
COUNTY)

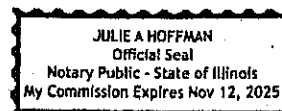
PERSONALLY CAME BEFORE ME THIS 11th DAY OF February, 2020.

THE ABOVE NAMED Martin H. Graff, MEMBER

OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING
INSTRUMENT AND TO ME KNOWN TO BE SUCH MEMBER OF SAID COMPANY, AND ACKNOWLEDGE THAT THEY EXECUTED
THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID COMPANY, BY ITS AUTHORITY.
manager of Member

Julie A. Hoffman
NOTARY PUBLIC STATE OF Illinois

MY COMMISSION EXPIRES 11/12/25



SHEET 3 OF 3

DRAWING FILE: Q:\10200-10299\10287 - City of Merrill - Former Wal-Mart Property - Merrill\Drawing\Survey\10287 GSM Church Mutual.dwg

Lincoln County Register of Deeds Document # 557337 Page 3 of 3