CITY OF MERRILL

REDEVELOPMENT AUTHORITY

AGENDA ● WEDNESDAY FEBRUARY 1, 2023

Regular Meeting | **City Hall Council Chambers** | **8:00 AM**

To attend remotely call 203-285-3268 PIN 255 109 739 #

I. Call to Order

II. Consider approval of RDA meeting minutes from December 7, 2022

1. Minutes from December 7, 2022

III. Public Comment

IV. Consider a resolution authorizing a development agreement by and between the City of Merrill, WI and JJ Premier LLC (Phase 3) - TID No. 11

1. Development Agreement JJ Premier LLC (Phase 3)

V. Update on Tax Increment generated for 2023 budgets

1. Tax Increment for 2023 budgets

VI. Update on 2022 Developments

1. 2022 Developments

VII. Review and clarify procedure for $10,000 new housing incentive program

1. Procedures for $10,000 new building incentive program

VIII. Next RDA meeting - Wednesday, March 1, 2023 at 8:00 AM

IX. Adjournment

City of Merrill
Meeting of Redevelopment Authority (RDA)

Wednesday, December 7, 2022 at 8:00 a.m.
City Hall Common Council Chambers

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

Others: Alderpersons Rick Blake and LaDonna Fermanich, City Clerk Lori Anderson-Malm, 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), 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 October 5, 2022:

Motion (Nelson/Kusserow) to approve the meeting minutes from October 5th. Carried.

Public Comments: None.

Update on status of residential developments:

Information as of 11/28/2022 was reviewed.

Since JJ Premier is completing Phase 2 of the Parkview Drive single-family home developments, Unertl reported that a Phase 3 development agreement will be drafted for consideration at the next RDA meeting. There are five (5) remaining housing lots on Parkview Drive. JJ Premier plans construction of at least two additional new homes during 2023.

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

City Plan Commission and Common Council approved the Conditional Use Permit (CUP) for the revised multi-family housing development. All access will be off Webster St. The revised proposal includes 32 more housing units and projected $5 million in increased valuation over the 2021 duplex and single-family home concept.

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

Motion (Hass/Nelson) to recommend the revised development agreement by and between the City of Merrill, Wisconsin and S.C. Swiderski, LLC (Webster St. – TID No. 8). Carried.

Attachment: 2022-12-07 RDA Minutes (9580 : Minutes from December 7, 2022)

Review of draft Request for Proposal (RFP) for sale of City-owned development site at the southeast corner of Pine Ridge Plaza (TID No. 4):

Unertl highlighted additional items included in the draft RFP including that the City of Merrill purchased the property for $300,000 in May 2022; added proposed purchase price as part of Proposal Summary section; and added the Lincoln County Parcel Number for Lot 2 of the Certified Survey Map (CSM).

Mark Bares requested background on why City of Merrill purchased the property. Steve Sabatke emphasized that it was all or nothing related to redevelopment of the former grocery store building into Tractor Supply Company.

Unertl, and Akey highlighted previous RDA Commissioner discussions on potential restaurant site before COVID-19. The property owner was originally requesting about $750,000 for the vacant land. Former RDA Commissioners pushed to include the purchase of the 2 acres for $300,000 as part of TID No. 4 redevelopment assistance for the former grocery store building, as well as potential redevelopment assistance of the former "big box" building.

Motion (Koppelman/Hass) to proceed to distribute the Request for Proposal (RFP). Carried. RFP responses are due on Monday, January 30th.

Next RDA Meeting: Preliminarily planned for Wednesday, February 1, 2023 at 8:00 a.m.

Adjournment: (Bares/Hass) to adjourn at 8:30 a.m. Carried.

Minutes prepared by RDA Secretary Kathy Unertl

Attachment: 2022-12-07 RDA Minutes (9580 : Minutes from December 7, 2022)

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MERRILL, WISCONSIN AND JJ PREMIER LLC (PHASE 3)

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 on Edgewater Drive and Parkview 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 five lots on Parkview Drive and an incentive payment not to exceed $50,000 to facilitate Phase 3 of the single-family home development project;.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this14th day of February, 2023, 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)

Moved: _____

Passed: _____

CITY OF MERRILL, WISCONSIN

_____
Steve J. Hass
Mayor

_____
Lori Anderson-Malm
City Clerk

Attachment: TID11 - JJ Premier Parkview Dr (9582 : Development Agreement JJ Premier LLC (Phase 3))

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE
CITY OF MERRILL, WISCONSIN
AND JJ PREMIER, LLC (PHASE 3)

THE DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of _____ ___, 2023 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 as development is ready to proceed.

Parkview Drive:

Lots 1, 3, 5, 8 and 9 of Certified Survey Map No. 2802, recorded on page 16 in volume 236 as Document No. 546324, filed in the Lincoln County Register of Deeds Office, being part of the Northwest ¼ of the Northeast ¼ and part of Government Lot 4 of Section 10, Township 31 North, Range 6 East, all in the City of Merrill, Lincoln County, Wisconsin.

Attachment: TID11 - JJ Premier Parkview Dr (9582 : Development Agreement JJ Premier LLC (Phase 3))

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 five single-family homes within TID 11.

F. The City constructed, at City's sole cost and expense, Parkview Drive, 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 on all lots by July 1, 2027, lot ownership will not be transferred from the City of Merrill to the Developer.

J. Minimum of one new home must be constructed annually.

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 contracted for survey services plat development.
c. Held a City Plan Commission Public hearing and took Common Council action to approve Rock Ridge Park Plat.
d. Constructed the new Parkview Drive and extended municipal water and sanitary sewer service to serve the Development Area.

Attachment: TID11 - JJ Premier Parkview Dr (9582 : Development Agreement JJ Premier LLC (Phase 3))

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 up to five single-family homes and related infrastructure improvements with occupancy planned by December 15, 2027. The new tax increment would be generated beginning with 2023 (to the extent of improvements completed as of January 1, 2023) property tax (2024 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, five (5) single-family homes in Phase 3.

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.

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

Attachment: TID11 - JJ Premier Parkview Dr (9582 : Development Agreement JJ Premier LLC (Phase 3))

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.

Attachment: TID11 - JJ Premier Parkview Dr (9582 : Development Agreement JJ Premier LLC (Phase 3))

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

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

Section 3.05 Non-Discrimination.

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

Section 3.06 Parties and Interest; Survival of Agreements.

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

Section 3.07 Notices.

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

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

Attachment: TID11 - JJ Premier Parkview Dr (9582 : Development Agreement JJ Premier LLC (Phase 3))

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 _____, by the Common Council

Attachment: TID11 - JJ Premier Parkview Dr (9582 : Development Agreement JJ Premier LLC (Phase 3))

IN WITNESS WHEREOF:

The parties have executed this Agreement as of _____, 2023

CITY OF MERRILL, WISCONSIN

_____	_____
Steve J. Hass, Mayor	Lori Anderson-Malm, 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 _____, 2023, the above named Steve J. Hass, Mayor and Lori Anderson-Malm, Clerk, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My commission_____

JJ PREMIER, LLC

By_____
Jim Jaworski, _____

STATE OF WISCONSIN)
) ss.
COUNTY OF LINCOLN)

Personally appeared before me this ____ day of _____, 2023, 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: TID11 - JJ Premier Parkview Dr (9582 : Development Agreement JJ Premier LLC (Phase 3))

551433

PLAT OF

ROCK RIDGE PARK

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NUMBER 2802, RECORDED ON PAGE 16, IN VOLUME 236, AS DOCUMENT NUMBER 546324, 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

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 A PARCEL OF LAND BEING ALL OF LOT 4 OF CERTIFIED SURVEY MAP NUMBER 2802, RECORDED IN VOLUME 16, ON PAGE 236, AS DOCUMENT NUMBER 546324, 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.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 198,095 SQUARE FEET, 4.548 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.

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

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-E7, THE SUBDIVISION REGULATIONS OF THE CITY OF MERRILL, AND THE WISCONSIN DEPARTMENT OF ADMINISTRATION.

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

DATED THIS 30th DAY OF APRIL 2021

REI ENGINEERING, INC.
JOSHUA W. PRENTICE
WI P.L.S. S-2852

WISCONSIN JOSHUA W. PRENTICE S-2852 SCHOFIELD WI LAND SURVEYOR

OWNER'S CERTIFICATE OF DEDICATION

CITY OF MERRILL, AS OWNER, DOES HEREBY CERTIFY THAT THEY CAUSED THE LAND DESCRIBED ON THIS PLAT OF ROCK RIDGE PARK TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED, AS REPRESENTED ON THIS PLAT OF ROCK RIDGE PARK. CITY OF MERRILL DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S. 236.10 OR S. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF MERRILL, THE WISCONSIN DEPARTMENT OF TRANSPORTATION, AND THE WISCONSIN DEPARTMENT OF ADMINISTRATION.

IN WITNESS WHEREOF, CITY OF MERRILL, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY (PRINT NAME) Thomas M. Wheeler, City Attorney

AND COUNTERSIGNED BY (PRINT NAME) William M. Heideman (TITLE) City Clerk,

AT Merrill, WISCONSIN.

THIS 12th DAY OF May, 2021

IN THE PRESENCE OF CITY OF MERRILL

(SIGNATURE)

(PRINT NAME) Paula Pagel

(SIGNATURE)

(PRINT NAME) Rod Alby

STATE OF WISCONSIN
SS
Lincoln COUNTY

PERSONALLY CAME BEFORE ME THIS 12th DAY OF May, 21

THE ABOVE NAMED (PRINT NAME) Frank Wilke TITLE: Mayor

AND (PRINT NAME) William Heideman clerk

OF THE ABOVE NAMED TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH PRESIDENT AND SECRETARY OF SAID CITY OF MERRILL AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CITY OF MERRILL, BY ITS AUTHORITY

Notary Public Wilke
NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES 12/25/2021

LINCOLN COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN
SS
LINCOLN COUNTY)

I, DIANA PETRUZZATE, COUNTY TREASURER, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE COUNTY OF LINCOLN, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF

May 13, 2021

AFFECTING THE LANDS INCLUDED IN THE PLAT OF ROCK RIDGE PARK.

DATED THIS 13th DAY OF May 2021

Diana Petruzzate

DIANA PETRUZZATE, TREASURER, LINCOLN COUNTY

CERTIFICATE OF THE CITY OF MERRILL TREASURER

STATE OF WISCONSIN
SS
LINCOLN COUNTY)

I, KATHY UNDERL, BEING THE DULY APPOINTED, QUALIFIED AND ACTING TREASURER OF THE CITY OF MERRILL, WISCONSIN, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF

May 10th, 2021

2021 AFFECTING THE LANDS INCLUDED IN THE PLAT OF ROCK RIDGE PARK.

DATED THIS 12th DAY OF May 2021

Kathy Underl

KATHY UNDERL, TREASURER

CITY OF MERRILL COMMON COUNCIL APPROVAL CERTIFICATE:

RESOLVED, THAT THE PLAT OF ROCK RIDGE PARK, IN THE CITY OF MERRILL, CITY OF MERRILL, OWNER, IS HEREBY APPROVED BY THE CITY OF MERRILL COMMON COUNCIL.

DATE 5-11-2021 APPROVED Wade W. Mueller
MAYOR

DATE 5-11-2021 SIGNED Wade W. Mueller
MAYOR

I HEREBY CERTIFY THAT THE AFOREMENTIONED PLAT OF CHAMPAGNE PARK HAS BEEN APPROVED BY THE CITY OF MERRILL COMMON COUNCIL

CITY OF MERRILL CLERK

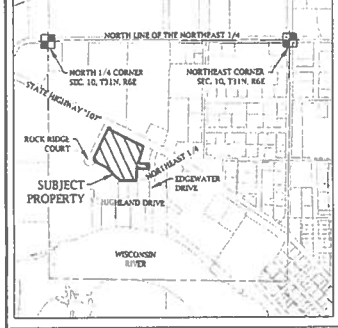
REGISTER OF DEEDS
LINCOLN COUNTY, WIS.

RECEIVED FOR RECORD May 14, 2021
AT 9:00 O'CLOCK A M AS
DOCUMENT # 551433
IN VOLUME 6 PAGE 190
Sarah L. Hops
REGISTER OF DEEDS

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified May 3, 2021
Department of Administration

VICINITY MAP
NOT TO SCALE



LEGEND

- 1 1/4in O.D. X 18 IN. IRON PIPE WEIGHING 1.68 LBS/LIN. FT. SET
- #10X18" REBAR WEIGHING 4.303 LBS./LIN. FT. SET (UNLESS NOTED)
- 1-1/4 IN. O.D. IRON PIPE FOUND
- (128.00') RECORDED BEARING/LENGTH
- 126.00' MEASURED BEARING/LENGTH
- BOUNDARY LINE
- ////////// RESTRICTED ACCESS

1" = 50'
0 50

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 NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 6 EAST, MEASURED TO BEAR NORTH 89°55'56" EAST.
2. THERE APPEARS TO BE NO STRUCTURES ON THE SUBJECT PROPERTY AT THE TIME OF SURVEY.
3. THE WISCONSIN DEPARTMENT OF TRANSPORTATION HAS RESTRICTED THE VEHICULAR ACCESS FROM STATE HIGHWAY 107 TO LOTS 1 THROUGH 5.

SHEET 1 OF 1

REI PROJECT #9451

$50.00 Pd-CK#172309
City of Merrill

DATE	REVISION	BY	CHK'D
4/27/2021	UPDATED PER DOA COMMENTS	JWP	JLB

REI Engineering, INC. CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING

Curve Table

CURVE	RADIUS LENGTH	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	ARC LENGTH	TANGENT IN	TANGENT OUT
C1	250.00'	S84° 48' 48"E	38.66'	8°52'07"	38.70'	S89°12'52"E	S80°20'45"E
C2	279.00'	S3° 30' 13"W	15.14'	3°06'37"	15.15'	S5°03'32"W	S1°56'55"W
C3	310.00'	N83° 41' 54"W	59.60'	11°01'52"	59.69'	N89°12'52"W	N78°10'55"W
C4	60.00'	N7° 40' 01"W	14.95'	14°14'48"	14.99'	N0°30'37"W	N14°49'25"W
C5	60.00'	N5° 52' 51"E	42.43'	41°24'48"	43.37'	N20°35'15"E	N14°48'33"W
C6	250.00'	N71° 52' 49"W	73.61'	16°53'54"	73.88'	N80°20'45"W	N63°26'52"W
C7	250.00'	S76° 18' 52"E	111.63'	25°48'00"	112.57'	S63°26'52"E	S89°12'52"E
C8	310.00'	N70° 47' 53"W	78.68'	14°40'04"	79.00'	N78°10'55"W	N63°26'52"W
C9	310.00'	N76° 18' 52"W	138.42'	25°48'00"	139.59'	N63°26'52"W	N89°12'52"W

Attachment: TID11 - JJ Premier Parkview Dr (9582 : Development Agreement JJ Premier LLC (Phase 3))

City of Merrill - TID No. 11 (Hwy 107/MARC Area)

Projected Tax Increment for single-family home development — **Phase 3**

PIN 251-3106-101-0212 - City-owned property (former Lokemoen Development)

Rock Ridge Park Plat

- between Edgewater Dr. and Rock Ridge Ct. along State Highway 107

Projected assessments for new single-family home:

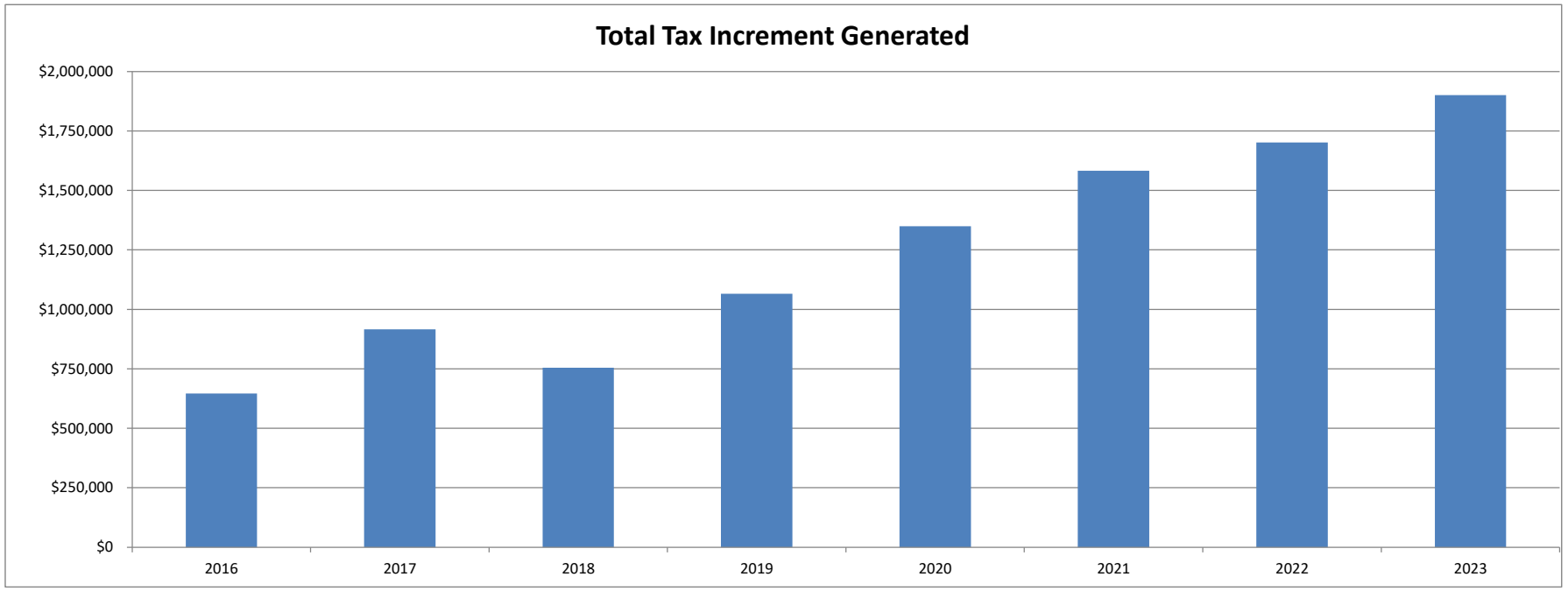
Land Valuation	Improved Valuation	Total RE Valuation
$5,000	$150,000	**$155,000**

Projected Tax Increment and TID No. 11 Cash Flow:

Const. Year	Value Year	Revenue Year	TID Value Increment	Tax Rate	Each Home Projected Tax Increment	#	If five (5) new homes with phased construction: TID Value Increment	If five (5) new homes with phased construction: Projected Tax Increment
2023	2024	2025	$155,000	$30.00	$4,650	1	$155,000	$4,650
2024	2025	2026	$155,000	$30.00	$4,650	2	$310,000	$9,300
2025	2026	2027	$155,000	$30.00	$4,650	3	$465,000	$13,950
2026	2027	2028	$155,000	$30.00	$4,650	4	$620,000	$18,600
2027	2028	2029	$155,000	$30.00	$4,650	5	$775,000	$23,250
2028	2029	2030	$155,000	$30.00	$4,650	5	$775,000	$23,250
2029	2030	2031	$155,000	$30.00	$4,650	5	$775,000	$23,250
2030	2031	2032	$155,000	$30.00	$4,650	5	$775,000	$23,250
2031	2032	2033	$155,000	$30.00	$4,650	5	$775,000	$23,250
2032	2033	2034	$155,000	$30.00	$4,650	5	$775,000	$23,250
2033	2034	2035	$155,000	$30.00	$4,650	5	$775,000	$23,250
2034	2035	2036	$155,000	$30.00	$4,650	5	$775,000	$23,250
2035	2036	2037	$155,000	$30.00	$4,650	5	$775,000	$23,250
2036	2037	**2038**	$155,000	$30.00	$4,650	5	$775,000	$23,250
				Total	**$65,100**		**Total**	**$279,000**

Attachment: TID11 - JJ Premier Parkview Dr (9582 : Development Agreement JJ Premier LLC (Phase 3))

City of Merrill - Tax Increment by Budget Year



Assessment Year	Budget Year	TID Total Increment		TID No. 3 East Side	TID No. 4 Pine Ridge	TID No. 5 Hwy 107	TID No. 6 Downtown	TID No. 7 N. Center	TID No. 8 West Side	TID No. 9 River/	TID No. 10 Fox Point	TID No. 11 Rock Ridge	TID No. 12 Weinbrenner	TID No. 13 Hwy G	TID No. 14 Car Wash
2015	**2016**	**$645,649**		$604,329	$25,917	$15,403									
2016	**2017**	**$915,335**	*	$666,257	$218,752	$17,301		$12,922			$103				
2017	**2018**	**$754,901**		$506,389	$219,256	$16,645						$12,611			
2018	**2019**	**$1,065,721**		$681,175	$221,852	$17,645	$32,863		$20,221			$69,961	$22,005		
2019	**2020**	**$1,349,906**		$889,641	$208,267	$17,322	$41,797	$18,501	$40,348			$113,060	$20,970		
2020	**2021**	**$1,581,978**		$968,674	$197,868	$17,464	$57,648	$116,594	$58,260			$145,075	$20,395		
2021	**2022**	**$1,701,480**		$1,014,953	$191,643	$16,524	$73,238	$130,909	$75,290			$175,413	$23,509		
2022	**2023**	**$1,900,981**		$991,440	$167,685	$14,132	$113,252	$152,656	$128,440		$58,355	$236,061	$25,394	$208	$13,358

* Based upon City Assessor June 2016 estimates prior to completion of 1/1/2016 revaluation process. There were adjustments made for 1/1/2017.

Attachment: TID Value Increment - Historical 2016 - 2023 Budgets (9583 : Tax Increment for 2023 budgets)

CITY OF MERRILL - BUILDING PERMITS

	2018	2019	2020	2021	2022
New Commercial/Industrial					
No. of Permits	7	4	3	5	2
Valuation	4,199,049	3,656,000	1,465,000	1,857,500	976,000
New Single-Family Homes					
No. of Permits	3	2	9	14	14
Valuation	484,000	400,000	1,370,000	2,717,600	3.013.000
New Multiple Family Buildings					
No. of Permits	3	0	0	4	3
Valuation	2,400,000	0	0	6,691,432	960,000
TOTAL All Building Permits ***(includes additions, remodels)***					
No. of Permits	239	233	304	252	247
Valuation	15,377,175	5,277,633	3,435,064	12,439,115	9,135,230

Commercial Developments in 2022:

Rain Car Wash – new building completed and open for business (TID No. 14)

S.C. Swiderski LLC – FoxPoint apartments completed and tenants moved in (TID No. 10)

MEND Merrill LLC (for Tractor Supply Company) – opened in former grocery store building after major rehabilitation, as well as new greenhouse constructed (TID No. 4)

Tranquil Times Wellness LLC – opened after remodeling building at 807 E. 1st St. (TID No. 6)

Plant Garden Center – new greenhouses and retail building constructed (TID No. 9)

Breaman's Ford building expansion (TID No. 7)

Manufacturing Developments in 2022:

Weinbrenner Shoe Company – Rehab of 211 S. Genesee St. for manufacturing operation expansion (TID No. 8) - Wisconsin Economic Development Corporation (WEDC) awarded $250,000 Idle Site Grant

Lincoln Wood – Chippewa St. – new addition to manufacturing building (TID No. 8)

Revised: 1/25/2023

Attachment: Merrill Developments - 2022 (9584 : 2022 Developments)

From: Hass, Steve

Sent: Wednesday, January 11, 2023 3:29 PM

To: Unertl, Kathy
Cc: Anderson-Malm, Lori; Hayden, Tom

Subject: RDA agenda item

Clarify procedure for $10,000.00 new building grant, is there an application, is it guaranteed, how do builders or owners know? I would like it on the agenda to clarify.

Steve J. Hass
City of Merrill Mayor
715-536-5594

Attachment: Merrill Residential Incentive Program (9585 : Procedures for $10,000 new building program)

Residential Incentive Program – City of Merrill

Program Objective:

To provide incentive for new single-family or duplex home construction within City of Merrill on privately-owned development lots.

Areas eligible for the Tax Incremental District (TID) program include development lots within TIDs or within ½ mile of TID boundary. City will also fund new residential developments outside TID-eligible areas.

Amount Available:

Up to 5% of the preliminary assessment valuation (maximum of $10,000) for completed new residential homes or duplexes.

TID Incentive Payment:

Will be paid within thirty days after an Occupancy Permit has been issued by the City of Merrill Building Inspector and after preliminary assessment valuation by the City of Merrill Assessor.

Application Process:

Completion of Residential Incentive Program form and submission to the Merrill Redevelopment Authority (RDA) via City Clerk-Treasurer Office at 1004 E. 1st St. or e-mailed to RDA Secretary at Kathy.Unertl@ci.merrill.wi.us.

Please call with questions to (715) 536-5594.

Attachment: Merrill Residential Incentive Program (9585 : Procedures for $10,000 new building program)

City of Merrill

Residential Incentive Program Application Form

Owner Contact Information:

Name: _____

Mailing Address: _____

Phone Number: _____

E-Mail Address: _____

New Residential Site:

Tax Parcel Number: _____

Home Site Address: _____

House Type: Single Family ____ or Duplex ____

Date of Application: _____

Submit to:

Merrill Redevelopment Authority (RDA) via Clerk-Treasurer Office at 1004 E. 1st St. Merrill, WI. 54452 or e-mailed to RDA Secretary at Kathy.Unertl@ci.merrill.wi.us.

For City Staff:

Tax Increment District (TID) No. (or within ½ mile boundary) _____

Attachment: Merrill Residential Incentive Program (9585 : Procedures for $10,000 new building program)