



CITY OF MERRILL
REDEVELOPMENT AUTHORITY
AGENDA • WEDNESDAY OCTOBER 5, 2022

Regular Meeting

City Hall Council Chambers

8:00 AM

To attend remotely call 971-278-1535 and PIN 707 473 530#

- I. Call to order and introductions of new RDA Commissioner Rebecca Rutkowski
- II. Consider approval of RDA meeting minutes from September 7th
 1. Minutes from September 7th, 2022
- III. Public Comments
- IV. Update on status of residential developments - 2022-09-26
 1. Merrill Housing Developments
- V. Review revised development plans and consider modifications to development agreement for Webster St. residential developments by S.C. Swiderski, LLC (TID No. 8)
 1. TID 8 - Webster St - Swiderski
 2. TID 8 - Webster St. - Development Agreement
 3. TID 8 - Webster St. - Revised Site Plan
 4. TID 8 - Webster St. - Building Specs
- VI. Next RDA meeting - Wednesday, November 2nd (or December 7th)
- VII. The RDA may convene in closed session per Wis. Stats. Sec. 19.85(1)(e) - deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session to consider.
 - A. Consider potential development agreement negotiation terms for Webster St. residential developments by S.C. Swiderski, LLC (TID No. 8)
- VIII. Adjournment

City of Merrill
Meeting of Redevelopment Authority (RDA)

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

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

Absent: Jim Koppelman, and Sheila Polak

Others: Alderpersons Rick Blake, Mark Weix, Dick Lupton and LaDonna Fermanich, Finance Director Kathy Unertl, City Clerk Lori Anderson-Malm, City Administrator Dave Johnson, City Attorney Tom Hayden, Public Works Director/City Engineer Rod Akey, Building Inspector/Zoning Administrator Darin Pagel, Police Chief Corey Bennett, Fire Chief Josh Klug, Bill Bialecki from Lincoln County Economic Corp. (LCEDC), Dylan Alwin, 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 August 3rd:

Motion (Sabatke/Nelson) to approve the meeting minutes from August 3rd. Carried.

Public Comments: None.

Update on status and consider modifications to development agreement with Ott Development & Construction LLC for Johnson St. single-family homes (TID No. 4) :

Unertl reported that the City of Merrill can only transfer Lots 2 and 3 of the Certified Survey Map (CSM) in 2022. There is an underground electrical line running across Lot 1 which will first be relocated by Wisconsin Public Service in spring 2023. The new Plat with the five additional development lots should be approved by the 2023 construction season.

Due to the delay in property acquisition by the City of Merrill, RDA Chair Hass concurred with extending the timeframe to complete the first two single-family homes to March 31, 2023 (instead of December 31, 2022).

With the changing housing market due to mortgage interest increases, Unertl recommended also modifying the development agreement to require construction of minimally two new homes per year. Nothing prohibits Ott Development & Construction LLC from completing the eight new homes on faster timeframe.

RDA Commission consensus that the proposed development agreement modifications were acceptable.

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

A letter from Kortni Wolf, Business Development Manager, from S.C. Swiderski LLC was distributed at the RDA meeting. Higher building costs, increasing interest rates, and housing market volatility were noted.

S.C. Swiderski will be proposing a revised development plan for Webster Street. Specifically, proposed increase in multi-family residential units. This will result in additional housing units and a higher tax base.

More information will be provided during September 2022 for review and consideration at the October 2022 RDA meeting.

Update on potential WHEDA Tax Credit site owned by Lincoln County (Potential alternative sites will be considered in Closed Session):

Minutes from the Lincoln County Administrative and Legislative Committee from August 3rd were included in the RDA agenda packet. There was no action related to Lincoln County-owned site at corner of Memorial Dr. and E. 10th St. LCEDC's Bill Bialecki reported that there did not appear to be Lincoln County support.

Lincoln County Supervisor Lori Anderson-Malm commented that there was no presentation, no concrete plan, and no developer for the proposed WHEDA tax credit residential project.

The need for identification and control of proposed development site was reemphasized as the critical first step before seeking potential developer through Request for Proposal (RFP) process. The WHEDA tax credit application is due in December 2022. It is highly competitive process with tax credit awards made in about April 2023 for potential construction starting in 2024. Fermanich reported that the scoring process includes number of housing units, walk-ability points, and financial support.

Update on Wisconsin Department of Revenue (1/1/2022) TID Equalized Valuations:

The 2022 equalized valuations were included in the agenda packet. Unertl emphasized that there were significant increases. Only Tax Increment District (TID) No. 9 (Wisconsin River frontage and S. Center Ave.) has no tax increment being generated

Next RDA Meeting: Wednesday, October 5th at 8:00 a.m.

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

Consider potential development incentives for Pine Ridge Plaza (former big box) – TID No. 4

Consider potential sale and negotiation of terms for City-owned property located at the southeastern corner of Pine Ridge Plaza - TID No. 4

Consider potential purchase of property for WHEDA tax credit project, including S. State St. property along Wisconsin River (State Street 13 LLC - TID No. 8) and other potential site(s)

Motion (Nelson/Sabatke) to move into Closed Session. Carried on 5-0 roll call vote at 8:30 a.m.

Dylan Alwin presented potential redevelopment concept for Pine Ridge Plaza (former big box) – TID No. 4. The potential TID development incentives as authorized by the RDA and Common Council in fall 2021 were discussed.

A reallocation of the total \$250,000 TID No. 4 cash development incentive would be possible for redevelopment of the entire vacant building. There could also be potential loan funding through the Central Wisconsin Economic Development Fund (CWED).

Motion (Sabatke/Nelson) to authorize potential reallocation of the \$250,000 TID No. 4 cash development incentive upon redevelopment of the former big box building. Carried.

The potential sale and development reviewed at the August 3rd RDA meeting fell through. Bialecki reported on different interest in acquisition of the City-owned property located at the southeastern corner of Pine Ridge Plaza – TID No. 4 for restaurant development. Unertl emphasized that there has not been a Request for Proposals (RFP) process for this property.

RDA Commissioner Consensus to issue RFP with responses due in January 2023.

The purchase of alternative properties for proposed WHEDA tax credit project were reviewed and discussed. **There was no RDA action.**

Adjournment: (Sabatke/Bares) to adjourn at 9:25 a.m. Carried.

Minutes prepared by RDA Secretary Kathy Unertl

City of Merrill - Residential Developments

Status as of 9/26/2022

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	10	3	0	0	No. 11
JJ Premier/CMO Builders	Parkview/Edgewater	13	7	2	0	4	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	1	1	0	0	No. 11
Merrill Area Housing Authority	MAPS BlueJay House - 808 E. 4th St.	2	0	1	0	1	Tax Exempt
S.C. Swiderski, LLC	Webster St. Pending revised plan	7	0	0	0	7	No. 8
Ryan Ott Development	Johnson St. - Phase 1 (2022 - CSM)	2	0	0	0	2	No. 4
Ryan Ott Development	Johnson St. - Phase 2 (after Plat)	6	0	0	0	6	No. 4
Totals		48	18	8	0	22	Totals

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

Attachment: Merrill Housing Developments - Status 2022-09-26 (9252 : Merrill Housing Developments)

City of Merrill - Residential Developments

Status as of 9/26/2022

Duplexes:

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

Multi-Family Apartments:

Developer	Location	Buildings Planned	Completed Occupancy Permits	Under Construction	Footings	Vacant Lots	
S.C. Swiderski, LLC	Fox Point (E. 14th St.)	4	4	0	0	0	No. 10
S.C. Swiderski, LLC	Webster St.						
	Huntington - 8 Units	4	0	0	0	4	No. 8
	Bedford - 6 Units	2	0	0	0	2	No. 8
	Pending revised plan						
Nicolet Lumber (Planned 2023 Occupancy)	Webster St./Eugene St. State building plans approved 6/28/2022	3	0	2	1	0	No. 8

Attachment: Merrill Housing Developments - Status 2022-09-26 (9252 : Merrill Housing Developments)

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 51 Housing Units (when fully developed)					
	Huntington 8 Units - Total of four (i.e. 32 housing units)							\$7,968,750
	Bedford 6 Units - Total of two (i.e. 12 housing units)							Projected Value
	Single-Family Homes - Potential for 7 homes							
	Would <u>not</u> require utility and street improvements of Heldt St.							
					Increase # Units 19			
					Increase Projected Tax Increment \$2,968,750			
Projected for each housing unit:								
	Land	Improved	Total RE					
	Valuation	Valuation	Valuation					
	\$6,250	\$150,000	\$156,250					
Projected Tax Increment:							48	
			Conceptual Phased Fiscal Projection:					
Const.	Value	Revenue	Tax	Phase 1	Phase 2	Phase 5	TID Value	Projected
Year	Year	Year	Rate	- 2023	- 2024	- Future	Increment	Tax Increment
2023	2024	2025	\$30.00	12			\$1,875,000	\$56,250
	2025	2026	\$30.00		32		\$5,000,000	\$150,000
	2026	2027	\$30.00				\$5,000,000	\$150,000
	2027	2028	\$30.00				\$5,000,000	\$150,000
	2028	2029	\$30.00				\$5,000,000	\$150,000
	2029	2030	\$30.00			4	\$7,500,000	\$225,000
	2030	2031	\$30.00			3	\$7,968,750	\$239,063
	2031	2032	\$30.00				\$7,968,750	\$239,063
	2032	2033	\$30.00				\$7,968,750	\$239,063
	2033	2034	\$30.00				\$7,968,750	\$239,063
	2034	2035	\$30.00				\$7,968,750	\$239,063
	2035	2036	\$30.00				\$7,968,750	\$239,063
	2036	2037	\$30.00				\$7,968,750	\$239,063
	2037	2038	\$30.00				\$7,968,750	\$239,063
								\$2,793,750

Attachment: TID8 - Rev Webster St. - Swiderski Fiscal (9253 : TID 8 - Webster St - Swiderski)



September 6, 2022

City of Merrill

1004 E. 1st St.

Merrill, WI 54452

Dear Council Members,

Due to the unprecedented and continuous building cost increases coupled with increasing interest rates and market volatility, S.C. Swiderski is proposing to revise the Alexander Estates plat approved by the city on 7/12/2022. The new proposed plat plan will feature a reduction in the single-family home lots and an increase in multi-family units. Increasing the apartment unit count will create a larger tax base for the city of Merrill and will provide more viable project financing options for S.C. Swiderski by allowing site costs to be split between a larger number of units.

We are 100% committed to bringing additional housing to the city of Merrill. We appreciate your consideration of a revised plat plan that will allow us to deliver a project that will best suit the needs of both parties. We are prepared to provide a conceptual plan revision by 9/16/22 for the city's review, with a revised preliminary plat in the fall of 2022.

Sincerely,

Kortni Wolf

Business Development Manager

S.C. Swiderski, LLC

401 Ranger St.

Mosinee, WI 54455

715-693-7838

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 2 OF CERTIFIED SURVEY MAP NUMBER 2855, RECORDED IN VOLUME 17, ON PAGE 77, AS DOCUMENT NUMBER 552477, AND ALL OF LOT 1 AND ALL OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2918, RECORDED IN VOLUME 17, ON PAGE 228, AS DOCUMENT NUMBER 558428, BOTH FILED IN THE LINCOLN COUNTY REGISTER OF DEEDS OFFICE; BEING PART OF ASSESSOR'S PLAT OF THE CITY OF MERRILL NUMBER 617, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 15, TOWNSHIP 31 NORTH, RANGE 6 EAST, CITY OF MERRILL, LINCOLN COUNTY, WISCONSIN.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 529,448 SQUARE FEET, 12.154 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF THE SC SWIDERSKI LLC, OWNER OF SAID PARCEL.

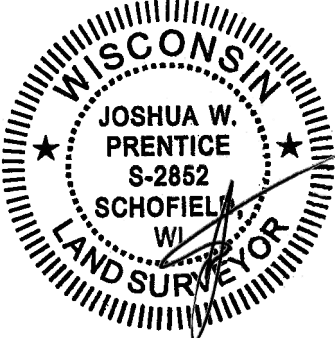
THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-47, 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 3rd DAY OF February, 2022

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



February 3rd, 2022

MORTGAGEE CERTIFICATE

I, _____, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DO HEREBY CONSENT TO THE SURVEYING, DIVIDING AND MAPPING OF THE LAND DESCRIBED ON THIS PLAT, AND I DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF S.C. SWIDERSKI LLC, OWNER.
WITNESS THE HAND AND SEAL OF _____, MORTGAGEE, THIS ____ DAY OF _____, 20____.
IN THE PRESENCE OF: _____

MORTGAGEE

STATE OF WISCONSIN)
SS)
COUNTY)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20____, THE ABOVE NAMED _____, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT

AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES _____

GENERAL NOTES:

1. BEARINGS AND COORDINATES ARE BASED ON THE LINCOLN COUNTY COORDINATE SYSTEM, NAD83 (2011) DATUM, AND ARE REFERENCED TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 31 NORTH, RANGE 6 EAST, MEASURED TO BEAR SOUTH 89°34'45" EAST.

MUNICIPAL PLAT OF
ALEXANDER ESTATES

A SUBDIVISION PLAT BEING ALL OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2855, RECORDED IN VOLUME 17, ON PAGE 77, AS DOCUMENT NUMBER 552477, AND ALL OF LOT 1 AND ALL OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 2918, RECORDED IN VOLUME 17, ON PAGE 228, AS DOCUMENT NUMBER 558428, BOTH FILED IN THE LINCOLN COUNTY REGISTER OF DEEDS OFFICE; BEING PART OF ASSESSOR'S PLAT OF THE CITY OF MERRILL NUMBER 617, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 15, TOWNSHIP 31 NORTH, RANGE 6 EAST, CITY OF MERRILL, LINCOLN COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

S.C. SWIDERSKI LLC, AS OWNER, DOES HEREBY CERTIFY THAT THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS PLAT.

S.C. SWIDERSKI LLC, 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, LINCOLN COUNTY AND THE WISCONSIN DEPARTMENT OF ADMINISTRATION.

IN WITNESS WHEREOF, THE SAID S.C. SWIDERSKI LLC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____

HEREUNTO AFFIXED ON THIS ____ DAY OF _____, 20____.

MEMBER

STATE OF WISCONSIN)
SS)
COUNTY)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 2022.

THE ABOVE NAMED _____ MEMBER

OF THE ABOVE NAMED REPRESENTATIVE TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH TRUSTEE OF SAID S.C. SWIDERSKI LLC, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH REPRESENTATIVE AS OF THE DEED OF SAID S.C. SWIDERSKI LLC, BY ITS AUTHORITY.

NOTARY PUBLIC STATE OF _____

MY COMMISSION EXPIRES _____

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
SS)
LINCOLN COUNTY)

I, ROBBIN GIGL, 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 _____, 2022

AFFECTING THE LANDS INCLUDED IN THE PLAT OF ALEXANDER ESTATES.

DATED THIS ____ DAY OF _____, 2022

ROBBIN GIGL, TREASURER, LINCOLN COUNTY

CERTIFICATE OF THE CITY OF MERRILL TREASURER

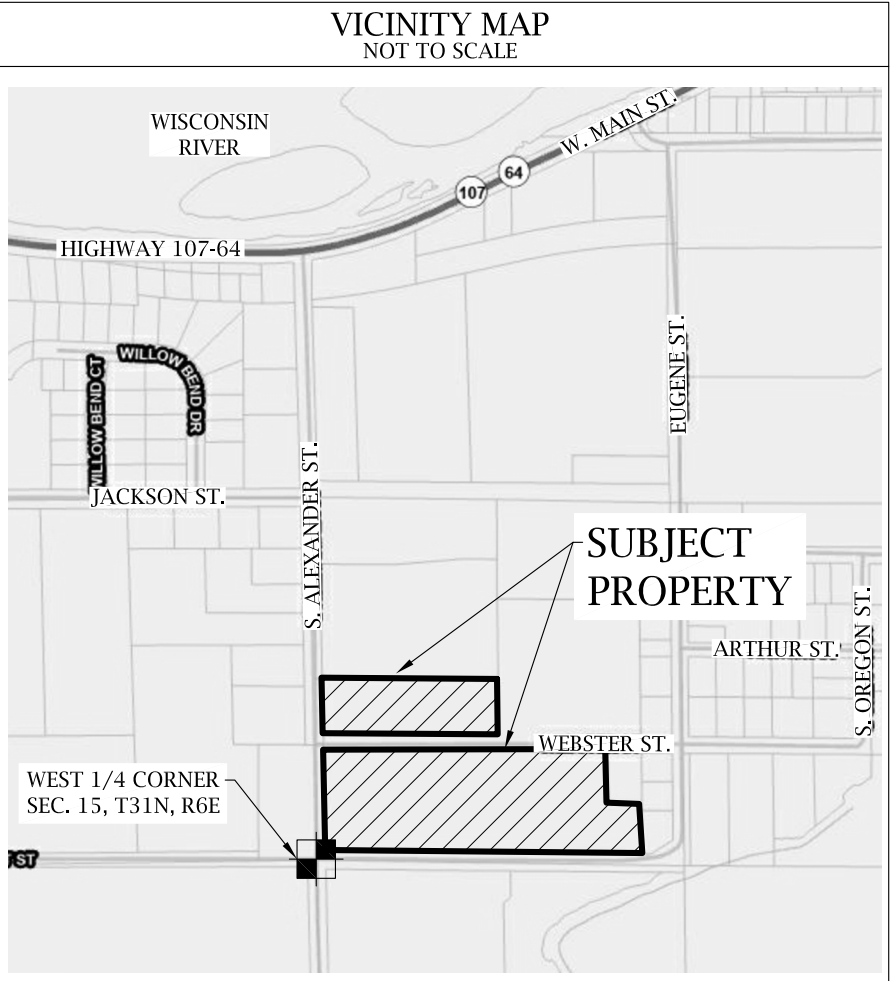
STATE OF WISCONSIN)
SS)
LINCOLN COUNTY)

I, KATHY UNERTL, 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 _____, 2022

AFFECTING THE LANDS INCLUDED IN THE PLAT OF ALEXANDER ESTATES.

DATED THIS ____ DAY OF _____, 2022

KATHY UNERTL, TREASURER



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

Certified _____, 20____

Department of Administration



CITY OF MERRILL COMMON COUNCIL APPROVAL CERTIFICATE:

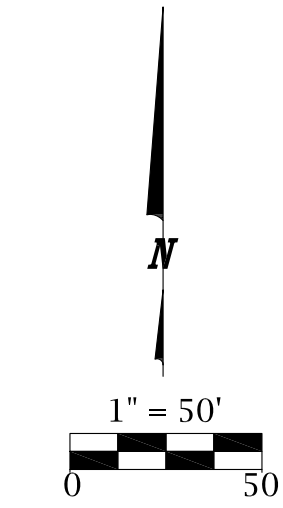
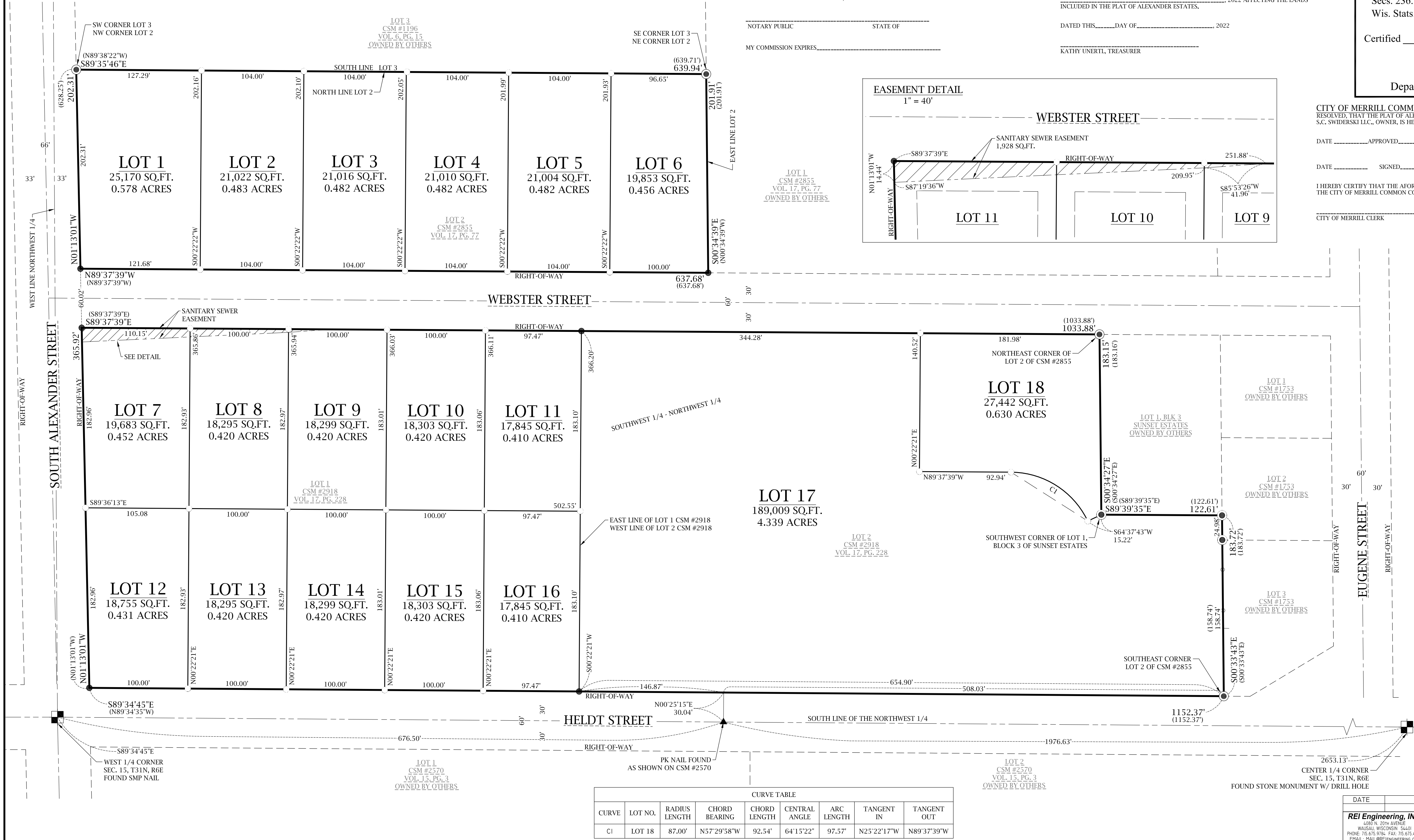
RESOLVED, THAT THE PLAT OF ALEXANDER ESTATES IN THE CITY OF MERRILL, S.C. SWIDERSKI LLC, OWNER, IS HEREBY APPROVED BY THE CITY OF MERRILL COMMON COUNCIL.

DATE _____ APPROVED _____ MAYOR

DATE _____ SIGNED _____ MAYOR

I HEREBY CERTIFY THAT THE AFOREMENTIONED PLAT OF ALEXANDER ESTATES HAS BEEN APPROVED BY THE CITY OF MERRILL COMMON COUNCIL.

CITY OF MERRILL CLERK



Register of Deeds
Lincoln County, Wis.

Received for Record this _____

day of _____ A.D. 2022

at _____ o'clock _____ M. in Plat

Cabinet No. _____ on page _____

REGISTRAR

SHEET 1 OF 1
REI PROJECT #10231

DATE _____ REVISION _____ BY _____ CHK'D _____

REI Engineering, INC.
4025 N. 25th Avenue
Merrill, Wisconsin 54451
PHONE: 715.675.9784 FAX: 715.675.4260
EMAIL: MAIL@REIENGINEERING.COM

REI CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

**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 5/11, 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 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 four phases, located within the Development Area (the "Project"). Phase III (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 and single-family homes within TID 8. This will be done in four phases.

G. The City will construct Webster Street utility and street infrastructure between Alexander Street and Eugene Street during 2021 and 2022. 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 infrastructure completed 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. The project will take place in four phases, the first of which shall be started no later than September 30, 2022. The second phase shall consist of four single family homes, commencing as soon as possible after phase one is completed. The third phase (lots 7, 8, 9 and 12) shall be started as soon as possible after completion of phase two, to be completed after completion of Heldt St. infrastructure. Phase four (lots 13, 14, 15 and 16) shall be commenced as soon as possible after completion of phase three.

L. If construction of seven duplex homes and four single-family homes is not started by September 30, 2022, property title shall revert back to the City of Merrill, and developer shall execute the appropriate documents to facilitate that transfer.

M. 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.
- 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 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.

IN WITNESS WHEREOF:

The parties have executed this Agreement as of May 11th, 2022

CITY OF MERRILL, WISCONSIN

Steve J. Hass
Steve J. Hass, Mayor

Lori Anderson-Malm
Lori Anderson-Malm, City Clerk

Approved:

Katherine G. Unertl
Katherine G. Unertl, Finance Director

Approved as to Form:

Thomas N. Hayden
Thomas N. Hayden, City Attorney

STATE OF WISCONSIN)

) ss.

COUNTY OF LINCOLN)

Personally came before me this 11th day of May, 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.

Krista Mitchell
Notary Public, State of Wisconsin
My commission expires 1/17/26



S.C. SWIDERSKI, LLC

By Nathanael Popp
Nathanael Popp

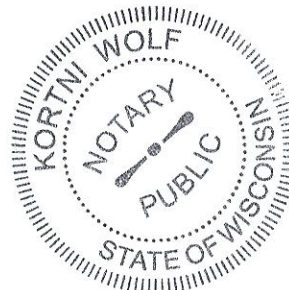
STATE OF WISCONSIN)

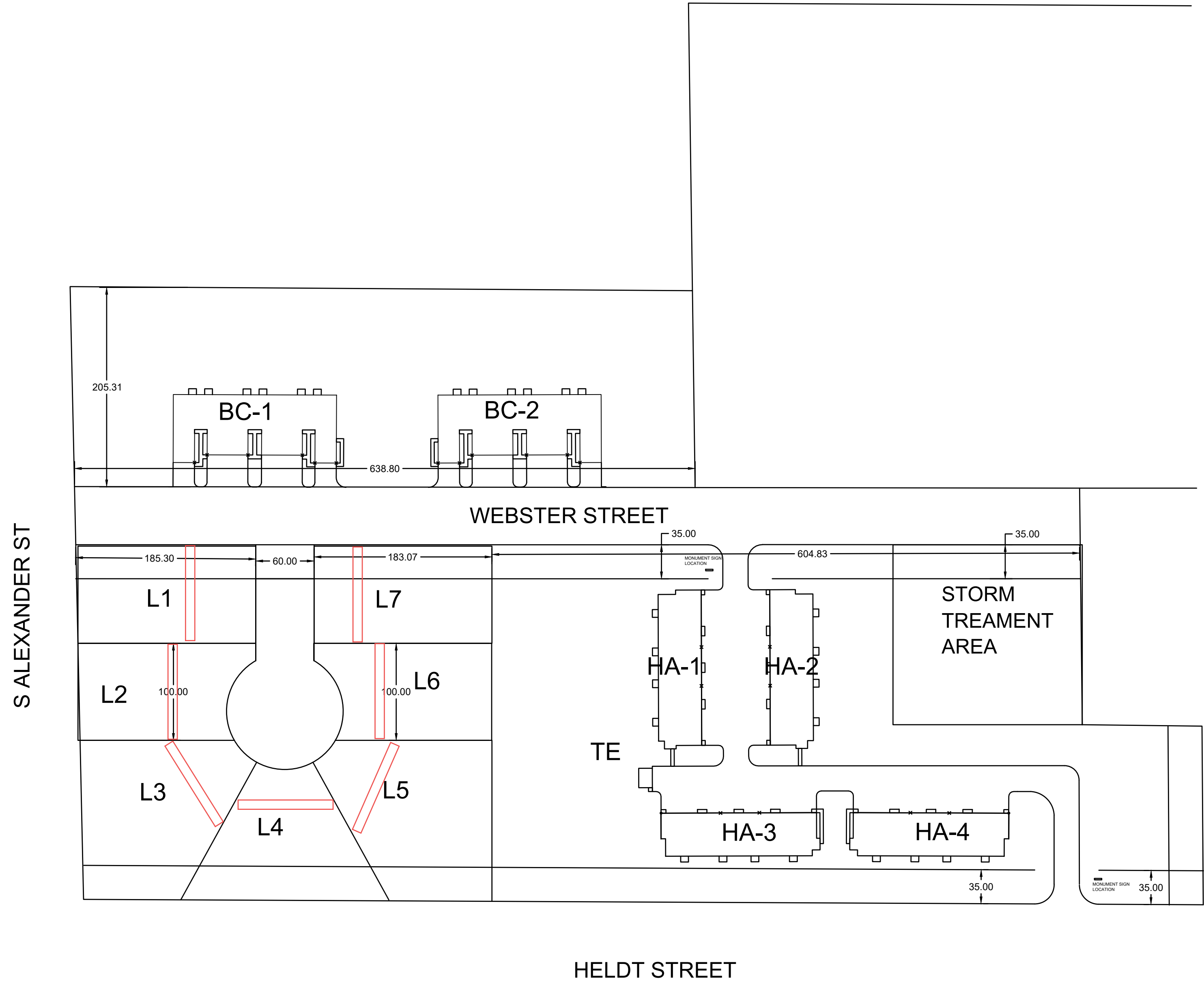
) ss.

COUNTY OF Manitowish)

Personally appeared before me this 3rd day of May, 2022, the above named Nathanael Popp, COO for S.C. Swiderski, LLC to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Kortni Wolf
Notary Public, State of Wisconsin
My commission 4/26/25





C.01

CONCEPTUAL SITE PLAN

SCALE:N/A

SITE STATISTICS

TOTAL MULTIFAMILY UNITS = 44
TOTAL PROPOSED SINGLE FAMILY LOTS = 7

MULTIFAMILY PARKING

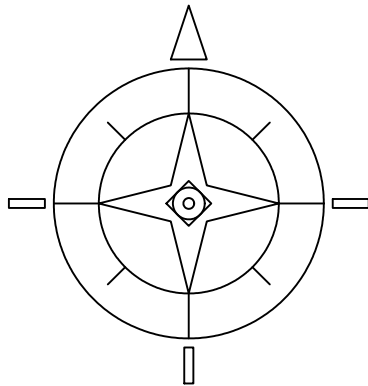
GARAGE STALLS = 56
PARKING SPACES = 76
PARKING PER UNIT = 3

MULTIFAMLY BEDROOM BREAKDOWN

1 BEDROOMS = 0 UNITS
2 BEDROOMS = 40 UNITS
3 BEDROOMS = 4 UNITS

MULTIFAMILY BUILDING INFORMATION

HA = HUNTINGTON 8 UNIT 2 BED
(4) 8 UNIT BUILDING
8- 2 BED PER BUILDING
BC = BEDFORD 6 UNIT 2&3 BED
(2) 6 UNIT BUILDING
4- 2 BED PER BUILDING
2- 3 BED PER BUILDING



REV	DATE	DESIGNER	REMARKS

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

SCS MERRILL ALEXANDER
CONCEPTUAL SITE PLAN A
SITE PLAN

PROJECT	SCS MERRILL ALEXANDER
MODEL	CONCEPTUAL SITE PLAN A
TITLE	SITE PLAN

DATE	9-16-2022
DRAWN BY	MC
SCALE	SCALE

SHEET NO.	C.01
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THE DESIGN AND PLANS INDICATED ARE THE PROPERTY OF S.C. SWIDERSKI, LLC. ALL RIGHTS ARE RESERVED. NO DESIGN OR PLANS SHALL BE USED OR REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF S.C. SWIDERSKI, LLC.



The Huntington provides tenants with either single, or multi-level living. Each apartment home has an attached one-car garage, private entrance, and patio space. The townhome style apartments have the kitchen and living space with a half-bathroom on the lower level, with the two bedrooms and full bathroom upstairs. The upper units have the kitchen, bathroom, living, and bedrooms on one level, with access to the garage and private entrance on the main level.



Bedford: 2-12 Unit

2or3Bed|2Bath

The Bedford offers residents single-level living without any upper apartments. Each apartment home has an attached two-car garage, private entrance, and patio space. These apartment homes have two bathrooms, with the primary suite having an attached bathroom.