



*** All present are expected to conduct themselves in accordance with our City's Core Values ***

OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

| | |
|-------------------|--|
| Meeting: | ECONOMIC DEVELOPMENT COMMITTEE |
| Date/Time: | Tuesday, February 3, 2015 at 4:30 p.m. |
| Location: | City Hall, 2nd Floor, Board Room |
| Members: | Bill Nagle (C), Tom Neal (VC), Romey Wagner, David Oberbeck and Lisa Rasmussen |

AGENDA ITEMS FOR CONSIDERATION/ACTION

- 1 Public Comment on Matters Appearing on the Agenda
- 2 Discussion and Possible Action Regarding the Transfer of Wausau Community Development Authority Owned Property to the City of Wausau (West of the Dudley Tower and East of the Wisconsin River)
- 3 Discussion and Possible Action Regarding the Community Development Investment Grant Proposal and Potential Planning Option for 309 McClellan Street (Wausau Club)
- 4 Discussion and Possible Action on the Request by Wausau Container to Exercise the Option to Purchase Land in the Business Campus
- 5 Update on the Redevelopment Project for 2800 Stewart Avenue
- 6 Discussion and Possible Action on Potential Purchase and Lease Agreements with the Catholic Diocese regarding the property located at the 600 block of North Second Street
- 7 **CLOSED SESSION** pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session
 - Update on the Redevelopment Project for 2800 Stewart Avenue
 - Discussion and Possible Action on Potential Purchase and Lease Agreements with the Catholic Diocese regarding the property located at the 600 block of North Second Street
- 8 **RECONVENE** into Open Session to Take Action on Closed Session Items, If Necessary
- 9 Discussion and Possible Action on South West Side Redevelopment (including Thomas Street)
- 10 Discussion and Possible Action on Stantec Task Order No. 6.4 for Riverfront Development Services
- 11 Monthly Update on Current Development Agreements

Adjournment

Bill Nagle (Chair)

This notice was posted at City Hall and emailed to the media on 1/28/15

It is possible and likely that members of, and possibly a quorum of the Council and/or members of other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting to gather information. **No action will be taken by any such groups.**

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids & services. For information or to request this service, contact the City Clerk at (715) 261-6620.

Other Distribution: Media, Alderpersons, Mayor, Department Heads, Hebert, Lenz, Stratz, Rayala



Staff Report

From: Ann Werth
To: Economic Development Committee Members
Date: February 3, 2015
Re: Community Development Authority Owned Property

Purpose: To accept the transfer of Wausau Community Development Authority Owned Property to the City of Wausau

Facts OR Considerations:

A number of years ago the Wausau Community Development Authority (WCDA) acquired railroad property in the Central Business District, along the banks of the Wisconsin River, in order to facilitate waterfront improvements and development. The WCDA owns approximately .67 acres located between the Dudley Tower property on the east and the Wisconsin River on the West (see attached maps). Presently, the River's Edge Walkway runs through this property.

The City of Wausau is potentially planning major improvements for this portion of the river's edge to eliminate visual barriers, vegetation and improve the riverfront walkway experience. Total cost of this project is approximately 1 million dollars, to be funded through Tax Incremental Financing (TIF) and grants. In order to facilitate the riverfront enhancements, the City is seeking this portion of property.

Recommendation:

Staff recommendation is to accept the transfer of land from the Wausau Community Development Authority to the City of Wausau.



Land Information Mapping System



Legend

- Parcel Annotations
- Parcels
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Municipalities

Notes

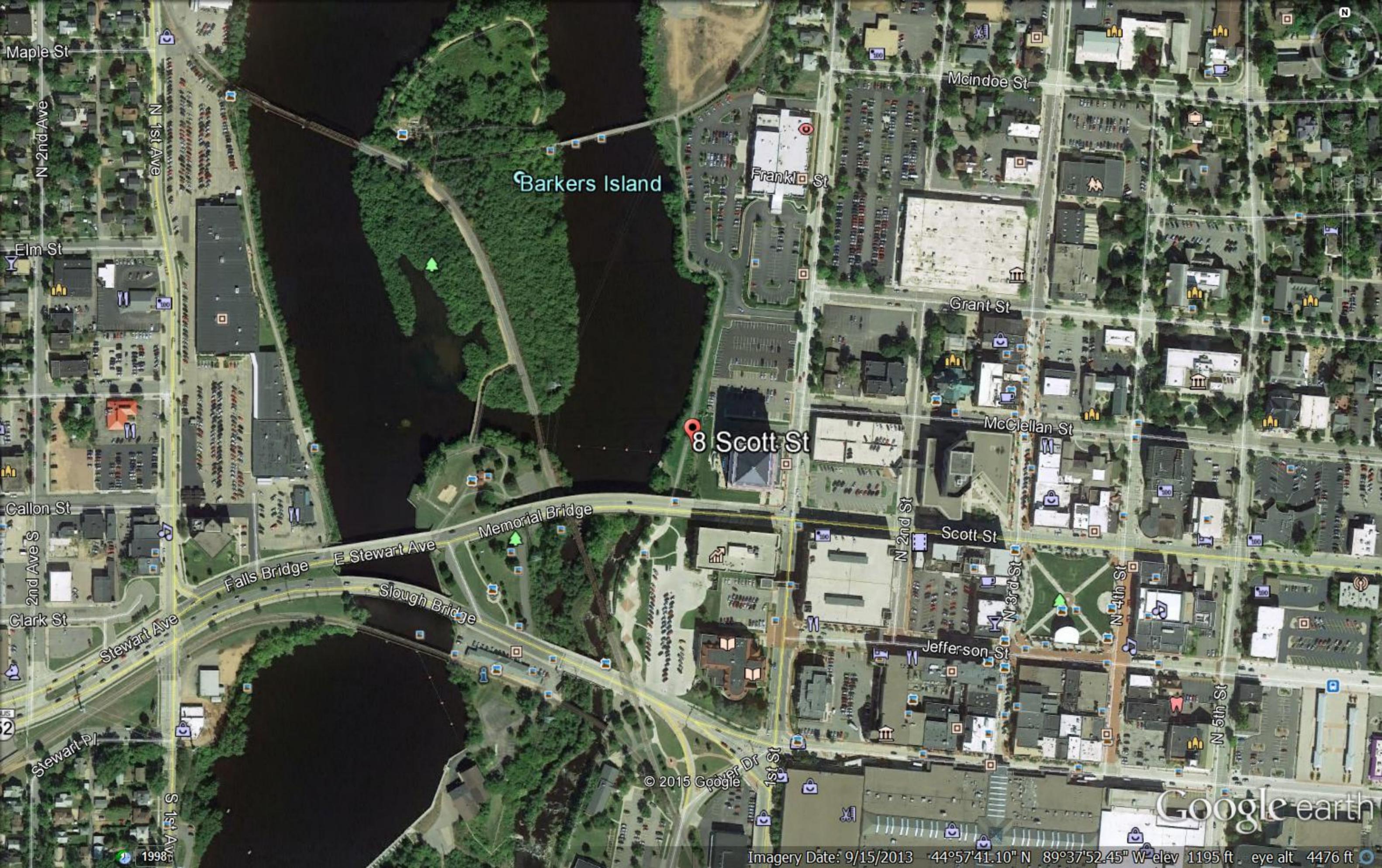
164.01 0 164.01 Feet



User_Defined_Lambert_Conformal_Conic

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Barkers Island

8 Scott St

Memorial Bridge

Falls Bridge

Slough Bridge

E Stewart Ave

Stewart Ave

Maple St

N 2nd Ave

N 1st Ave

Elm St

Callon St

2nd Ave S

Clark St

Stewart Pkwy

S 1st Ave

Franklin St

McClellan St

Grant St

McClellan St

Scott St

N 2nd St

N 3rd St

N 4th St

N 5th St

Jefferson St

Gover Dr

1st St

Google earth

© 2015 Google

Imagery Date: 9/15/2013 44°57'41.10" N 89°37'52.45" W elev 1195 ft eye alt 4476 ft

1998

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

Community Development Investment Application

| | | |
|---|--------------------------|--------------------------|
| A. GRANT REQUEST | | |
| Grant Request: \$ | + Applicant Leverage: \$ | = Total Project Cost: \$ |
| Name of WEDC Community Account Manager: | | |

| | |
|---|--|
| B. APPLICANT INFORMATION | |
| Legal Name: | |
| Applicant Type: <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/> County <input type="checkbox"/> Tribal Entity | |
| FEIN #: | |
| Address: | |
| City, State, Zip: | |
| Telephone. #: | |
| Internet Address: www. | |
| NAICS (for end use): | |

| | |
|---|--------|
| C. LOCAL GOVERNMENT CONTACTS | |
| Primary Contact: | |
| Name: | Title: |
| Address (if different): | |
| Phone: | Email: |
| Highest Elected Official: | |
| Name: | Title: |
| Address (if different): | |
| Phone: | Email: |
| Official Authorized to Sign Contracts: | |
| Name: | Title: |
| Address (if different): | |
| Phone: | Email: |
| Individual to Receive Grant Payments: | |
| Name: | Title: |
| Address (if different): | |
| Phone: | Email: |
| Reporting Contact: | |
| Name: | Title: |
| Address (if different): | |
| Phone: | Email: |

| | |
|---|--------|
| D. SECONDARY CONTACT (e.g. consultant, developer, partner, as applicable): | |
| Name: | Title: |
| Organization: | |
| Explain Role: | |
| Address: | |
| City, State, Zip: | |
| Tele. #: | Fax #: |
| Email Address: | |

| E. PROJECT AREA DETAILS | | |
|--|------------|---------|
| Project Location: <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village Of: | | County: |
| Project Site Address: | | |
| Is the project located in a TID? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, creation date: | | |
| Is the project located in a State or Federally declared disaster area? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, was the declaration within the 24 months prior to submitting an application? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, date of declaration: | | |
| Does the applicant or end user currently own the property on which work is to occur? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, how do you have or expect to obtain ownership or access to the property? | | |
| <input type="checkbox"/> Condemnation | Timeframe: | |
| <input type="checkbox"/> Tax Delinquency | Timeframe: | |
| <input type="checkbox"/> Purchase (attach purchase agreement or option) | Timeframe: | |
| <input type="checkbox"/> Development Agreement | Timeframe: | |
| <input type="checkbox"/> Other: | Timeframe: | |
| If applicant will not own the property, what entity will/does? | | |
| Current Site Ownership: | Phone: | Email: |
| Final Site Ownership: | Phone: | Email: |

| F. REDEVELOPMENT NARRATIVES (reference Required Supporting Documentation as needed) |
|---|
| <p>1. Project Description (three page limit):</p> <ol style="list-style-type: none"> a. Describe the project, its implementation and the significance of this project to the community b. The extent to which this project is included in and/or complements previous regional or municipal planning efforts (please reference section and page numbers of the plan) c. The extent to which the project supports best smart growth practices; best downtown redevelopment practices; and has community wide support d. Describe any public/private partnerships developed and the extent to which the applicant can ensure that all of the activities outlined within this application will be undertaken? (e.g. conditions of loan agreements, status of development agreements, etc.) e. Which eligible activity (ies) does this project fall under? <ul style="list-style-type: none"> <input type="checkbox"/> Building renovation <input type="checkbox"/> New construction <input type="checkbox"/> Historic preservation <input type="checkbox"/> Infrastructure reinvestment <input type="checkbox"/> Demolition <input type="checkbox"/> Professional services <p>2. Project Timeline (two page limit):</p> <ol style="list-style-type: none"> a. Describe past and planned project activities with timelines, including planning process, site control, environmental condition, and a project implementation schedule b. Provide detailed descriptions of intended property transactions to occur over the next five years <p>3. Project Financing (two page limit):</p> <ol style="list-style-type: none"> a. Describe the various methods that will be used to fund the project and include the progress of establishing or receiving funds b. Describe the financial need for grant funding that cannot be met through private sector sources (e.g. traditional financing, equity investment or donor support), public sector support (e.g. RLF financing, TIF financing, and public borrowing) or a reduction in the scope of the project |

4. Economic Development Potential (two page limit)

- a. Describe the potential of the project to enhance the economic viability of the community (e.g. tax base increases, job creation, stimulation of private investment). A response should consider the impact on the area’s economic distress and any other factors of significant impact
- b. Describe the potential for the project to promote economic development in the neighborhood, community, county and/or region
- c. Describe the potential for the project to act as a catalyst for additional commercial development or investment

G. PROJECT TIMELINE

Start Date:

End Date:

H. PROJECTED ECONOMIC DEVELOPMENT

How many full-time jobs will likely be created/retained at the project site:

Current assessed value of the property or district in which work is occurring:

Projected assessed value of the property or district in which work is occurring:

A detailed justification of these estimates should be provided in the Economic Development Potential narrative requested above.

I. LEGAL INFORMATION

YES/NO

Has the applicant, or any owner, officer, subsidiary or affiliate, been involved in a lawsuit in the last 5 years?

Yes No

Has the applicant, or any owner, officer, subsidiary or affiliate, ever been involved in a bankruptcy or insolvency proceeding or are any such proceedings pending?

Yes No

In the last 5 years, has the applicant, or any owner, officer, subsidiary or affiliate, been charged with a crime, ordered to pay or otherwise comply with civil penalties imposed, or been the subject of a criminal or civil investigation?

Yes No

Does the applicant, or any owner, officer, subsidiary or affiliate, have any outstanding tax liens?

Yes No

Applicant certifies that they have completed a similar background review of the developer or any pass through recipient

Yes No

Please attach a detailed explanation of any YES responses.

J. STATE REQUESTS FOR BID OR PROPOSAL

Are you aware of any State of Wisconsin request for bid or request for proposal to which the applicant intends to respond or to which the applicant or has recently responded?

Yes No

If yes, please provide the following:

- a. Identify the bid or request for proposal (e.g., bid number, or general description or title).
- b. Identify the state agency or public entity to which you are submitting the bid or proposal.
- c. Explain the status of the bid or proposal (e.g., recently submitted; considering submission; in current negotiations).

Please note that if you answer “yes”, WEDC may not be able to discuss potential financial assistance until the request for bid or request for proposal process has been completed.

| K. REQUIRED SUPPORTING DOCUMENTATION CHECKLIST | | |
|---|--------------------------|-----------------|
| Please include the following attachments: | Included ✓ | Attachment # |
| 1. A map indicating the project location within its municipal jurisdiction and any specially designated federal, state or local economic or taxation zone encompassing the project site. Photographs of the site and surrounding area. | <input type="checkbox"/> | |
| 2. A copy of any applicable redevelopment plan pertaining to the project. | <input type="checkbox"/> | |
| 3. Narrative describing each line item included in the project budget. If any past costs are to be considered as match, please include dates, purpose and amount. | <input type="checkbox"/> | |
| 4. A copy of any cost estimates or bidding conducted for costs listed in the project budget, or an explanation of the basis for all costs. | <input type="checkbox"/> | |
| 5. A copy of any applicable development agreement with private parties benefitting from project implementation. (If unsigned, signed copy must be submitted prior to first disbursement) | <input type="checkbox"/> | |
| 6. Documentation that demonstrates the success of obtaining financing (e.g. commitment letters from lending institutions, municipal resolutions for financing or TID creation). | <input type="checkbox"/> | |
| 7. For any committed end users or partners having an ownership in the property, provide a history of the individual or company's operations with resumes detailing relevant experience and involvement and percentage of ownership if applicable. | <input type="checkbox"/> | |
| 8. Individuals owning 20% or more of the project may be required to submit signed and dated personal financial statement. | <input type="checkbox"/> | |

| L. OPTIONAL DOCUMENTATION HELPFUL IN PROJECT EVALUATION | | |
|--|--------------------------|-----------------|
| | Included ✓ | Attachment # |
| 1. Pro forma | <input type="checkbox"/> | |
| 2. Municipal planning (relevant sections only) | <input type="checkbox"/> | |
| 3. Statements from community, public and community development leaders that support the project proposed for funding | <input type="checkbox"/> | |

M. CERTIFICATION STATEMENT

This application, and the information being submitted to WEDC, is true and correct to the best of my (our) knowledge. This also certifies that:

1. The applicant certifies that to the best of its knowledge and belief, the information being submitted to WEDC is true and correct.
2. The applicant understands submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.
3. The applicant certifies that it is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.
4. The applicant certifies that it is not in default under the terms and conditions of any grant or loan agreements, leases, or financing arrangements with its other creditors.
5. The applicant understands this application and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin’s Public Records Law, § 19.31 et seq. The applicant will mark documents “confidential” where appropriate for financial and other sensitive materials that should be, to the extent possible, be kept in confidence. WEDC will notify the applicant if it receives a public records request for materials marked confidential.
6. The applicant certifies that WEDC is authorized to obtain a credit check and Dun and Bradstreet on the applicant, the business and/or the individual(s).
7. The recipient of Community Development Investment Grant funds shall enter into a contract with WEDC that may require, at the discretion of WEDC, a personal or business guarantee from any private owner of the site with more than 20% ownership interest.
8. The recipient of Community Development Investment Grant funds shall provide WEDC verified statements, semi-annual project reports, financial reports, and a financial audit in accordance with the contract between parties.
9. The applicant understands that grant eligibility is limited to only one non-planning or marketing Community Development Investment Grant per fiscal year.
10. Funds received for remediation under the Community Development Investment Grant program shall not replace funds from any other source including Agri-Chemical, Petroleum Environmental Cleanup Act and the Superfund.
11. Funds received under the Community Development Investment Grant program shall not be used for environmental remediation costs where there is a known viable causer of contamination with ownership interest in the property.
12. The applicant certifies that it has disclosed and will continue to disclose any occurrence or event that could have an adverse material impact on the project. Adverse material impact includes but is not limited to lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory intervention or inadequate capital to complete the project.
13. The applicant will provide signage, according to WEDC specifications, at the project site indicating WEDC financial participation should grant funds be provided to the project.
14. The applicant is will identify WEDC participation in planning and feasibility documents should grant funds be provided to produce the documents.

Signature: _____ Date: _____
(Authorized Representative)

Printed Name:

Title:

| M. PROPOSED PROJECT BUDGET | | | | | | | |
|---|--|-----------------|-----------------|-----------------|-----------------|-----------------|--------------|
| PROJECT ACTIVITIES* | SOURCES OF FUNDING* (TIF, In-kind, DNR, CDBG, USDA, Developer, etc.) | | | | | | TOTAL |
| | WEDC | SOURCE #1 NAME: | SOURCE #2 NAME: | SOURCE #3 NAME: | SOURCE #4 NAME: | SOURCE #5 NAME: | |
| Building Renovations | | | | | | | \$ |
| Demolition | | | | | | | \$ |
| New Construction | | | | | | | |
| Site Improvements: | | | | | | | \$ |
| - Streets | | | | | | | \$ |
| - Sewer/Water | | | | | | | \$ |
| - Public Space | | | | | | | \$ |
| - Parking | | | | | | | \$ |
| - Other: | | | | | | | \$ |
| Site / Area Planning | | | | | | | \$ |
| Marketing | | | | | | | \$ |
| Other: | | | | | | | \$ |
| Other: | | | | | | | \$ |
| SUBTOTAL | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| OTHER ACTIVITIES** | | | | | | | |
| Property Acquisition | | | | | | | \$ |
| Other: | | | | | | | \$ |
| TOTAL | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| <i>*Please provide the following for the sources listed above</i> | | | | | | | |
| Source | Source Name: | Contact Name: | Contact Title | Email Address | | | Phone Number |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| <p>*Project Activities are those activities that are reimbursable through the Community Development Investment Grant and that count towards the required 3:1 match. **Other Activities are those activities that demonstrate the financial investment necessary for project completion but are not reimbursable, nor do they count towards the required 3:1 match. They will count towards the total applicant leverage stated on page 1 of the Application.</p> | | | | | | | |

Substitute **W-9**

DO NOT send to IRS

Taxpayer Identification Number (TIN) Verification

Print or Type

This form can be made available in alternative formats to qualified individuals upon request.

Legal Name: (as entered with IRS)
 Individuals: Leave Blank
 Sole Proprietorships: Enter Business Name
 All Others: Complete only if doing business as a D/B/A

Trade Name:
 Individuals: Leave Blank
 Sole Proprietorships: Enter Business Name
 All Others: Complete only if doing business as a D/B/A

Remit Address: Address where check should be sent if different from primary address PO Box or Number and Street, City, State, ZIP+4

Order Address: Address where order should be mailed
 PO Box or number and street, City, State, ZIP+4
 [NOT APPLICABLE]

Primary Address: Address where 1099 should be sent if different from remit address
 PO Box or number and street, City, State, ZIP+4

Entity Designation: (check only one) Required

- Individual / Sole Proprietor
- Corporation (includes service corporations)
- Limited Liability Partnership
- Limited Liability Corporation
- Government Entity
- Hospital Exempt from Tax or Government Owned
- Long Term Care Facility Exempt from Tax or Government Owned
- All Other Entities

Taxpayer Identification Number (TIN):
 If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the Requester.

Check Only One Required

- Social Security Number (SSN)
- Employer Identification Number (EIN)
- Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)

Certification: Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number, AND
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
- I am a U.S. person (including a US resident alien).

| | | |
|--------------|---------------|-------------------------|
| Printed Name | Printed Title | Telephone Number () |
| Signature | | Date (mm/dd/ccyy) |

For Agency Use Only

| | | |
|--|---------|--------------|
| Agency Number | Contact | Phone Number |
| Change <input type="checkbox"/> Name <input type="checkbox"/> Address <input type="checkbox"/> Other (explain) | | |

For all projects approved by WEDC, this form is used as a reference for issuing checks to Recipients. WEDC will file with the IRS appropriate income tax forms for award Recipients based on information that appears on this form. Failure to provide this information may result in delayed payments. This request is being made at the direction of the Wisconsin State Controller. We are required to inform you that failure to provide the correct Taxpayer Identification Number (TIN) / Name combination may subject you to a \$50 penalty assessed by the Internal Revenue Service under section 6723 of the Internal Revenue Code. Section 6109 requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

DATED _____ 200[]

Sample Property PSL Precedent

WARNING: This document is a sample Property PSL precedent. It contains an option to purchase in whole or in part linked to the grant of planning permission. This document is not the final version of the document that appears on the Property PSL website. The final version includes further updating and drafting modifications. It is provide as a sample only, and should not therefore be used in a transaction.

(1)

(2)

OPTION TO PURCHASE

property known as

[_____]

Draft version: [1]

Date of draft:

THIS AGREEMENT is made on

200[]

BETWEEN:

- (1) [_____] (Company registration number [_____]
[of] [whose registered office is at] [_____] (the "**Seller**")
- (2) [_____] (Company registration number [_____]
[of] [whose registered office is at] [_____] (the "**Buyer**")

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms and expressions have the following meanings:

| | |
|----------------------------|---|
| 1990 Act | the Town and Country Planning Act 1990; |
| 2002 Act | the Land Registration Act 2002; |
| Challenge | an application to the High Court under section 288 of the 1990 Act or an application to the court for judicial review (or other relief of a similar nature); |
| Completion Date | [] Working Days after the exercise of the Option; |
| Conditions | the terms of the sale and purchase of the Property set out in Schedule 2; |
| Contract Rate | 4% over the base rate of Barclays Bank plc from time to time in force; |
| Expert | the independent surveyor appointed to determined the Price under clause [6]; |
| Option | the option granted to the Buyer in clause 3; |
| Option Fee | [£ _____] exclusive of VAT; |
| Option Period | the period of time running from and including the date of this Agreement until the time of expiry determined under clause 4; |
| Planning Permission | [outline] [detailed] planning permission for use of the whole or part of the Property for [_____] purposes] [the construction of no fewer than [] residential units on the Property] [the construction of [] industrial units] [the construction of a building comprising not less than [] square feet of net internal area of office accommodation] granted pursuant to an application made by or on behalf of the Buyer; |

| | |
|----------------------------|---|
| Planning Refusal | a refusal of planning permission applied for pursuant to the provisions of this Agreement, or a deemed refusal arising under Section 78(2) of the 1990 Act, or a call-in of the planning application, or the grant of Planning Permission which is not in a form that is satisfactory to the Buyer; |
| Price | [£] [the purchase price for a Tranche payable following the exercise of the Option in relation to that Tranche and which is to be determined under clause [6]] exclusive of VAT; |
| Property | the property described in Schedule 1; |
| Seller's Solicitors | []; |
| Tranche | the whole or any part or parts of the Property identified by the Buyer in a Valuation Notice; |
| Valuation Date | the date upon which the Price is agreed by the Seller and Buyer in writing, or the date upon which the Buyer receives from the Expert written notification of the determination of the Price; |
| Valuation Notice | A notice served by the Buyer under clause [6.1]; |
| VAT | value added tax or any tax of a similar nature that may be substituted for it or levied in addition to it; |
| Working Day | any day which is not a Saturday or Sunday, Christmas Day, Good Friday or a statutory bank holiday. |

2. INTERPRETATION

2.1 In this Agreement:

- 2.1.1 obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally;
- 2.1.2 words denoting one gender include the other genders and words denoting persons include firms and corporations and vice versa;
- 2.1.3 words importing the singular number include the plural and vice versa;
- 2.1.4 clause, paragraph and schedule headings are not to affect interpretation;
- 2.1.5 any obligation on any party not to do, or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done by any employee, servant, agent, consultant or other person acting on that party's behalf, or under that party's control;
- 2.1.6 unless the context otherwise requires, a reference to a clause or to a Schedule is a reference to the relevant clause in, or Schedule to this Agreement, and a reference to a paragraph of a Schedule is a reference to the relevant paragraph of that Schedule.

- 2.2 Any references in this Agreement to "liability" include, where the context allows, claims, demands, proceedings, damages, loss, costs and expenses.
- 2.3 Any references in this Agreement to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 2.4 [In this Agreement, gross or net internal or external areas are to be measured in accordance with the Code of Measuring Practice published by the Royal Institution of Chartered Surveyors [6th Edition][current edition at the date of this Agreement.]

3. **OPTION**

- 3.1 In consideration of the Option Fee paid by the Buyer to the Seller (receipt of which the Seller acknowledges), the Seller grants to the Buyer the Option.
- 3.2 The Option gives to the Buyer the right, subject to the terms of this Agreement, to require the Seller to transfer to the Buyer the whole or any part or parts of the Seller's interest in the Property in return for payment of the Price.
- 3.3 The Option is granted subject to the matters referred to in paragraph [4] of Schedule 2.
- 3.4 The Option is to lapse if it has not been exercised by the Buyer in relation to the whole of the Property in accordance with the terms of this Agreement before the end of the Option Period.
- 3.5 The Seller will allow the Buyer, its agents, surveyors and contractors [whose identity has first been notified to the seller in writing][and all others authorised by the Buyer] at all reasonable times during daylight hours, and after not less than 48 hours' prior written notice to the Seller, to enter onto the Property for the purposes of inspection, environmental survey and/or general site investigation and surveys [details of which have first been [approved by][notified in writing to]] the Seller. The Buyer will make good as soon as reasonably possible any physical damage occasioned by the exercise of such rights including restoring the Property to its former condition to the reasonable satisfaction of the Seller.

4. **OPTION PERIOD**

- 4.1 In this clause:
- 4.1.1 the "**First Option Date**" is [];
- 4.1.2 [the "**Second Option Date**" is [], but only if the Buyer serves written notice (an "**Extension Notice**") upon the Seller at any time before 5.00pm on the First Option Date to require an extension of the Option Period. [If the Buyer serves a valid Extension Notice, it must pay to the Seller an additional fee of £[] (exclusive of an VAT) within 10 Working Days of the service of the notice.] If the Buyer does not serve a valid Extension Notice, the Second Option Date does not apply.]
- 4.1.3 "**Option Date**" means the First Option Date or (where it applies) the Second Option Date.

- 4.1.4 the “**Challenge Date**” is a date that is [20] Working Days after a Challenge to a Planning Permission has been finally disposed of, but only if the Challenge is made before the Option Date. If a Challenge to a Planning Permission is not made before the Option Date, the Challenge Date does not apply.
- 4.1.5 the “**Appeal Date**” is a date that is [20] Working Days after an appeal against a Planning Refusal has been finally determined, but only if the appeal is made before the Option Date. If an appeal against a Planning Refusal is not made before the Option Date, the Appeal Date does not apply.
- 4.2 The Option Period will expire at 5.00pm on the latest of:
 - 4.2.1 the First Option Date;
 - 4.2.2 the Second Option Date;
 - 4.2.3 the Challenge Date; and
 - 4.2.4 the Appeal Date.
- 4.3 If Planning Permission is granted on or before the First Option Date, but the period of three months since the grant has not expired before that date, and the Buyer has not served an Extension Notice, the First Option Date is extended to a date that is three months and [10] Working Days after the grant.
- 4.4 [If Planning Permission is granted after the First Option Date, but on or before the Second Option Date, and the period of three months since the grant has not expired before that date, the Second Option Date is extended to a date that is three months and [10] Working Days after the grant.]
- 4.5 If a Valuation Notice is served before the Option Period expires, but the Valuation Date has not occurred before the expiry, the Option Period is extended to a date that is [10] Working Days after the Valuation Date.

5. **PLANNING PERMISSION**

- 5.1 The Buyer will, at its own expense, [[during the Option Period] [within [] weeks after the date of this Agreement] lodge an application for Planning Permission and will] use its reasonable endeavours to obtain the Planning Permission, [but the Buyer:
 - 5.1.1 may, if it is requisite or desirable in order to obtain the Planning Permission, amend or withdraw and submit in fresh the application; and
 - 5.1.2 may, but is not obliged by to challenge of appeal against any Planning Refusal.]
- 5.2 The Seller must not submit or permit there to be submitted on its behalf during the Option Period any other planning application in respect of the Property [within a radius of [] miles from any part of the Property] and it must not do any other act or thing which is likely to prejudice any application for Planning Permission made by or on behalf of the Buyer.

- 5.3 The Seller will provide all reasonable assistance to the Buyer in trying to obtain Planning Permission, but will not act independently of the Buyer, and will keep the Buyer informed as to all action it takes.
- 5.4 If it is desirable to do so to procure the grant of Planning Permission the Seller agrees, at the request and cost of the Buyer, that it will (and that it will use all reasonable endeavours to procure that any mortgagee of the Property will), with all due diligence and speed, enter into an agreement with the local planning or other authority (whether or not under section 106 of the 1990 Act) regulating the development and/or the use of any property, or otherwise required to procure the grant of Planning Permission, in such form as may be reasonable in the circumstances but:
- 5.4.1 the agreement must not take effect until the Planning Permission is implemented;
- 5.4.2 the agreement must provide a release for the Seller from liability under the agreement at the moment the Seller parts with its interest in the Property; and
- 5.4.3 [the Buyer must, in the transfer of the Property to the Buyer, indemnify the Seller against all [costs and disbursements incurred by the Seller in respect of the Agreement] [liability arising out of or in respect a breach of the Agreement by the Buyer or its successors in title].

6. **VALUATION NOTICE**

- 6.1 At any time during the Option Period, the Buyer may give to the Seller written notice identifying a Tranche and specifying the Price.
- 6.2 The Price is to be equal to the best price at which the Tranche might reasonably be expected to be sold at the date of the giving of the Valuation Notice by way of private treaty, at arms' length and subject to the Conditions and assuming:
- 6.2.1 a willing seller and a willing buyer;
- 6.2.2 a reasonable period within which to negotiate the sale taking into account the nature of the Tranche and the state of the market;
- 6.2.3 that values will remain static throughout that period;
- 6.2.4 that the Tranche will be freely exposed to the market;
- 6.2.5 that no account has to be taken of any additional bid by a purchaser with a special interest; [and
- 6.2.6 (if Planning Permission has not, by then, been granted) that the Tranche has the benefit of Planning Permission [subject only to such conditions as might reasonably be expected within the area of the local planning authority in which the Property is located].]
- 6.3 Where the Seller and Buyer agree the Price, immediately after they have reached agreement as to the Price, the parties will sign a memorandum recording the Price, and the date upon which the Price was agreed.

- 6.4 If the Seller does not, in writing, agree the Price specified by the Buyer within [10] Working Days after the giving of a Valuation Notice, either party may refer the matter for determination by an independent chartered surveyor acting as an expert and not as an arbitrator, and in that event:
- 6.4.1 the Expert will be appointed either by agreement between the parties or (in default of agreement within [20] Working Days after the giving of a Valuation Notice) on the application by either party by the President (or other acting senior officer) for the time being of the Royal Institution of Chartered Surveyors or his duly authorised deputy or any person authorised by him to make appointments;
 - 6.4.2 the Expert must be a person who has at least ten years of experience of valuing property of the same type and in the same location as the Property;
 - 6.4.3 the Expert must afford each party the opportunity within reasonable time limits to make representations to him, inform each party of the representations of the other, and allow each party to make submissions to him on the representations of the other; The Expert may call for such written evidence from the parties, and seek such legal or other technical assistance as the Expert reasonably requires;
 - 6.4.4 the fees and expenses of the Expert, including the cost of his nomination are to be borne equally by the parties, who, unless they otherwise agree, are to bear their own costs relating to the determination of the issue by the expert. If a party does not pay its due proportion of the fees and expenses of the Expert within 5 Working Days of the date of a demand, the other party is entitled to make such payment, and the amount paid will become a debt due from the party in default to the other party, to be paid with interest at the Contract Rate from the date of payment until repayment;
 - 6.4.5 save in the case of manifest error, the determination of the Price by the Expert is to be conclusive and is to bind the parties, but it does not oblige the Buyer to exercise the Option in relation to that Tranche or at all;
 - 6.4.6 within two months of the determination, the Expert will deliver to the parties a written and reasoned decision for the determination.
- 6.5 The Buyer may serve any number of Valuation Notices.
- 6.6 The Option Fee [and any additional fee payable following the service of an Extension Notice] forms part of the Price for the first Tranche and is to be deducted from that Price in determining the amount to be paid by the Buyer on the Completion Date in relation to that Tranche.

7. **EXERCISE OF THE OPTION**

- 7.1 The Option is exercised in relation to a Tranche by the Buyer giving written notice to the Seller to that effect within [20] Working Days of a Valuation Date.
- 7.2 If the Option is exercised, the Seller and the Buyer will become bound to one another to complete the sale and purchase of the Tranche at the Price on the Completion Date.

- 7.3 On the exercise of the Option, the Conditions will apply
- 7.4 [As a condition of the exercise of the Option, the Buyer is to pay a deposit of 10 per cent of the Price to the Seller's Solicitors as [stakeholders] [agents for the Seller] within [3] Working Days after the giving of a notice to exercise the Option.]
- 7.5 The Buyer may serve any number of Option notices.

8. **ASSIGNMENT**

- 8.1 The benefit of this Agreement is capable of being assigned, charged or otherwise dealt with, or disposed of, by the Buyer.
- 8.2 The Option may be exercised in relation the whole, or any part or parts of the Property, and the Buyer may require the Seller to transfer either to itself or its nominee.

9. **REGISTRATION OF THE OPTION**

- 9.1 The Seller consents to an entry being made by way of an agreed notice on the register of the Seller's title to protect this Agreement, and agrees to sign a Form AN1 prepared by the Buyer for that purpose. [**OR** The Buyer undertakes with the Seller not to protect this Agreement (or any rights created by it) on the register of the Seller's title except by way of unilateral notice and not to produce a copy or extract of this Agreement to the Land Registry.]
- 9.2 [The parties agree that, so far as it is not inconsistent with this Agreement, the contents of this Agreement will remain private and confidential, and the parties will use all reasonable endeavours to keep them confidential [, save that either party may disclose this Agreement to any prospective purchaser, funder or user of the Property [and also (in the case of the Buyer) to a prospective joint venture partner or assignee of this Agreement]]]
- 9.3 If the Option lapses, the Buyer will procure that any registration of the Option or of this Agreement in the register of the Seller's title to the Property, or against the Seller's name will be removed [immediately, and immediately thereafter, the Buyer will provide written evidence to the Seller of its having done so].

10. **TITLE**

- 10.1 Title to the Property: [*complete and delete as appropriate*]
- 10.1.1 commences with a [conveyance on sale] dated [19] and made between []
- 10.1.2 commences with a lease dated [19] and made between [] [and is taken up by an assignment dated [19] and made between []]
- 10.1.3 is registered at H.M. Land Registry under title number []
- 10.2 Title to the Property having been deduced to and investigated by (or on behalf of) the Buyer before the date of this Agreement the Buyer is deemed to have

accepted such title and is not entitled to raise any objection enquiry or requisition thereon

- 10.3 [The Seller does not have either the original or a duplicate counterpart abstract or examined copy of [] and the Buyer may not raise any objection enquiry or requisition thereon].

11. **NEW INCUMBRANCES**

- 11.1 The Seller may not, prior to the Completion Date:

11.1.1 [sell, transfer, charge or otherwise dispose of its interest in the Property (or in any part of it); nor]

11.1.2 create any easement, restrictive covenant, lease or right of occupation, use or enjoyment of or relating to the Property (or any part of it)

without the prior written consent of the Buyer [(such consent not to be unreasonably withheld)].

- 11.2 [Notwithstanding clause [11.1] the Seller may grant a lease of the Property (or of any part of it) provided:

11.2.1 the parties to the lease have, in relation to it, lawfully and validly excluded sections 24 to 28 of the Landlord and Tenant Act 1954;

11.2.2 the lease is capable of being determined by the landlord by giving not more than three months' notice to the tenant to that effect; and

11.2.3 the lease does not entitle the tenant to claim compensation or the payment of any sum as a condition of the right of determination by the landlord or the delivery of possession to the landlord or otherwise.]

- 11.3 [As a condition of its giving its consent under clause [11.1], and prior to any such transfer, charge or other disposition, the Buyer is entitled to require the Seller to procure that any transferee, lessee or chargee enters into a deed of covenant in favour of the Buyer to the effect that such person will observe and perform the obligations on the part of the Seller contained in this Agreement, the form of the deed having been previously approved by the Buyer (such approval not to be unreasonably withheld).]

- 11.4 [The Seller consents to an application to the Land Registry for a restriction in the following form:

[Include a standard form restriction (e.g. Form L) to protect the restriction on disposition at 11.1.1 and 11.3]

12. **INSURANCE**

- 12.1 The Seller is under no obligation to the Buyer to insure the Property.

- 12.2 The Property is at all times after the date of the Agreement at the risk of the Buyer who, following exercise of the Option, will complete the sale and purchase notwithstanding the existence of any damage or defect (however arising).

13. **MISREPRESENTATION**

- 13.1 The Buyer acknowledges that no statement or representation, whether oral or written, previously made to it, or any person concerned on its behalf, by or for the Seller, its agents or solicitors, has induced it to enter into this Agreement, apart from the written replies of the Seller's Solicitors to written enquiries raised by the Buyer's solicitors.
- 13.2 Liability of the Seller and any remedy of the Buyer at law, in equity or under statute in respect of such a statement or representation innocently made, or for implied warranty, apart from the written replies of the Seller's Solicitors to written enquiries raised by the Buyer's solicitors, is excluded.
- 13.3 This clause does not limit or exclude any liability for fraud.

14. **NOTICES**

- 14.1 Any notice required to be given under this Agreement must be in writing.
- 14.2 Unless the receiving party acknowledges receipt a notice is valid only if:
- 14.2.1 it is given by hand, sent by special or recorded delivery, or sent by fax (provided in the case of sending by fax, the fax is properly addressed and transmitted, as evidenced by a fax delivery report); and
- 14.2.2 served upon the recipient at [its registered office] [last known place of abode][or business] [the address for that party shown in this Agreement] in the United Kingdom, or at some other address for service in the United Kingdom specified in a notice given by the recipient to the other.
- 14.3 Unless it is returned through the postal service undelivered, a notice sent by special delivery or recorded delivery is to be treated as served on the third working day after posting whenever (and whether or not) it is received.
- 14.4 A notice sent by fax is to be treated as served on the day on which it is sent, unless the fax is sent after 4.00pm, or sent on a day that is not a Working Day, in which case service is on the next Working Day.

15. **VALUE ADDED TAX**

- 15.1 Every obligation of the Buyer under this Agreement to pay money to the Seller includes an obligation to pay VAT (if any) chargeable in respect of the payment.
- 15.2 All sums made payable by this Agreement are exclusive of any VAT. The Buyer will pay to the Seller on [or before the date of this Agreement and on] the Completion Date an additional amount equal to the VAT [chargeable respectively on the Option Fee and the Price] in exchange for a proper VAT invoice from the Seller.
- 15.3 [The Seller warrants to the Buyer that it has made no election to waive exemption from VAT with respect to the Property, and undertakes with the Buyer not to make such an election.].

16. **[INSOLVENCY**

If prior to the Completion Date, the Buyer:

- 16.1 (if a body corporate or, if more than one body corporate, any one of them) has a receiver or an administrative receiver appointed in respect of all or any part of its assets, or has a petition presented or an order made or a resolution passed for a winding-up (other than for the purpose of amalgamation or reconstruction not involving a diminution of assets), or an application for an administration order is made or notice of appointment of an administrator is filed at court in respect of it; or
- 16.2 (if an individual or, if more than one individual, any one of them) becomes bankrupt or has a bankruptcy petition presented against him, or has an interim order under Part VIII of the Insolvency Act 1986 made against him or has an interim receiver of his property appointed under section 286 of that 1986 Act;

then in any such case the Seller is entitled to rescind this Agreement by giving three working days' notice to the Buyer and at the expiration of such notice this Agreement ends and the parties are released from any further liability under it but without cancelling any liability for an antecedent breach of this Agreement.]

17. COSTS

- 17.1 [Each party is responsible for its own professional costs incurred in relation to this Agreement.]
- 17.2 [The Buyer will, on the Completion Date, indemnify the Seller for the professional costs incurred in the preparation and completion of this Agreement, and the exercise of the Option, and, if the Seller is not making a taxable supply to the Buyer, so much, if any, of the value added tax chargeable in respect of them as may not be recoverable by the Seller.]

18. JURISDICTION

This Agreement is governed by and construed in all respects in accordance with the law of England and Wales.

19. THIRD PARTY RIGHTS

- 19.1 Save as expressly provided, none of the provisions of this Agreement are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Agreement.
- 19.2 The parties may rescind or vary this Agreement without the consent of a third party to whom a right of enforcement has been expressly provided.

[Duly delivered as a deed] [Signed by the duly authorised representatives of the parties] on the date inserted at the beginning of this document.

SCHEDULE 1

Description of the Property

[Insert a description of the Property]

SCHEDULE 2

Sale Conditions

1. CONDITIONS

On the exercise of the Option, the Conditions apply.

2. STANDARD CONDITIONS

2.1 The Standard Commercial Property Conditions (2nd Edition) ("**SCPC**") are incorporated in this Agreement but, in case of conflict between the terms of this Agreement and the SCPC, the terms of this Agreement are to prevail.

2.2 The SCPC are varied as follows:

2.2.1 In SCPC 1.1.3(b) all the words after the words "secured on the property" are deleted;

2.2.2 SCPC 1.3.3(b) 1.3.5(c) and 1.3.7(e) do not apply, and at the end of SCPC 1.3.1 there is added the words "but may not be given by e-mail";

2.2.3 SCPC 1.4.1 and 1.4.2 do not apply;

2.2.4 SCPC 6.4.2 does not apply;

2.2.5 SCPC 7.1.1 to 7.1.4 (inclusive) do not apply;

2.2.6 In SCPC 8, references to 2.00pm are replaced by references to 1.00pm.

3. VACANT POSSESSION

The sale of the Tranche by the Seller to the Buyer is with vacant possession.

4. MATTERS SUBJECT TO WHICH THE PROPERTY IS SOLD

4.1 The Seller will sell the Tranche free from incumbrances other than:

4.1.1 [the matters referred to in Schedule [3]] [the matters noted upon the property register and entered in the charges register relating to the title to the Property [(apart from entry numbers [])]];

4.1.2 the matters referred to in SCPC 3.1.2;

4.1.3 any rights of way, drainage, sewerage, telephone and telegraphic services, watercourses, light or other easements, or quasi or reputed

easements, and rights of adjoining owners affecting the Property, and any liability to repair or covenants to repair roads, pavements, paths, ways, passages, sewers, drains, gutters, fences and other like matters, without obligation on the Seller to provide evidence of the creation of, or to define or apportion, the liability;

- 4.1.4 the matters disclosed in replies (if any) to enquiries before contract raised by or on behalf of the Buyer;
 - 4.1.5 all actual or proposed resolutions, charges, notices, orders, restrictions, agreements, schemes or plans under any planning legislation or scheme, and any bye-laws, building regulations or statutory provisions affecting the Property or any part thereof whether of a general or local or specific application;
 - 4.1.6 all local land charges, whether registered or not before the date of this Agreement, and all matters capable of registration as local land charges whether or not actually so registered; and
 - 4.1.7 any unregistered interests which are included within Schedule 1, section 11(4)(c), Schedule 3, or Schedule 12 of the 2002 Act;
- 4.2 The Buyer is to be treated as having entered into this Agreement and having exercised the Option with full knowledge and notice of the matters referred to in this paragraph and may not raise any objection or requisition in respect of them.

5. **COMPLETION**

- 5.1 Completion of the sale of the Tranche is to take place on the Completion Date.
- 5.2 Completion is to take place on the Completion Date at the offices of the Seller's Solicitors or at such other place in England and Wales as the Seller or the Seller's Solicitors reasonably direct.
- 5.3 The amount payable on the Completion Date is the Price (or the outstanding balance of it) adjusted in accordance with SCPC 8.4, and adjusted also to take account of any other sums due between the parties on the Completion Date under this Agreement.
- 5.4 The Buyer is to pay the money due on completion by direct credit to a bank account nominated by the Seller's Solicitors. The money is to be treated as having been paid to the Seller at the time when it is received into the nominated bank account.
- 5.5 The Seller and the Seller's Solicitors are not obliged to accept any payment under this Agreement unless it is remitted by or drawn on a financial institution which falls within regulation 3(3)(a) of the Money Laundering Regulations 2007 (SI 2007/2157) and which is covered by the Money Laundering Directive (Directive 2005/60/EC) on prevention of the use of the financial system for the purposes of money laundering.
- 5.6 Any payment made other than in accordance with the provisions of this paragraph may be rejected as a payment not made in accordance with the terms of this Agreement.

5.7 Unless expressly agreed in writing, the Seller's Solicitors will not be acting as the Buyer's solicitor's agent at completion and the deeds and documents to which the Buyer is entitled are to be sent to the Buyer's solicitor by ordinary post or document exchange without any liability on the part of the Seller or the Seller's Solicitors.

6. **TRANSFER**

6.1 [The transfer [assignment] of the Tranche to the Buyer is to be in the form of the draft annexed to this Agreement].

6.2 The Buyer cannot require the Seller to:

6.2.1 transfer the Tranche or any part of it to any person other than the Buyer;
or

6.2.2 transfer the Tranche in more than one part, or by more than one transfer;
or

6.2.3 apportion the Price between different parts of the Tranche.

6.3 The [transfer] [assignment] of the Tranche to the Buyer will include

6.3.1 a covenant by the Buyer to perform obligations arising [under the documents listed in Schedule [3]] [from any of the matters noted upon the property register or entered in the charges register relating to the title of the Property], in so far as the Seller remains bound by them after the date of the [transfer] [assignment] and to indemnify the Seller against liability for future breaches of any of them;

6.3.2 [a declaration that the [transfer] [assignment] does not operate to create or convey any easements other than those expressly set out in it]

6.3.3 [*any other required provisions*]

7. **TITLE GUARANTEE**

The Seller sells with [full] [limited] title guarantee, but:

7.1 [*Modification of further assurance guarantee*] The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 is modified so that it does not require the cost of compliance with it to be borne by the Seller, and so that the words "at his own cost" are deleted and replaced by the words "at the cost of the person seeking to enforce the covenant";

7.2 [*Modification of leasehold title guarantee*] The covenants implied by section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 do not include any to the effect that the covenants and conditions in the any lease of the Tranche relating to the physical state of the Tranche have been duly performed.

SCHEDULE 3

Matters subject to which the Property is sold

EXECUTED as a **DEED** by)
[])
acting by)

Director

Director/Secretary

EXECUTED as a **DEED** by)
[])
acting by)

Director

Director/Secretary



Staff Report

From: Ann Werth
To: Economic Development Committee Members
Date: February 3, 2015
Re: Wausau Container

Purpose: For Wausau Container, located at 8000 Highland Drive, to receive approximately .65 acres in the Business Campus as a donation.

Facts OR Considerations:

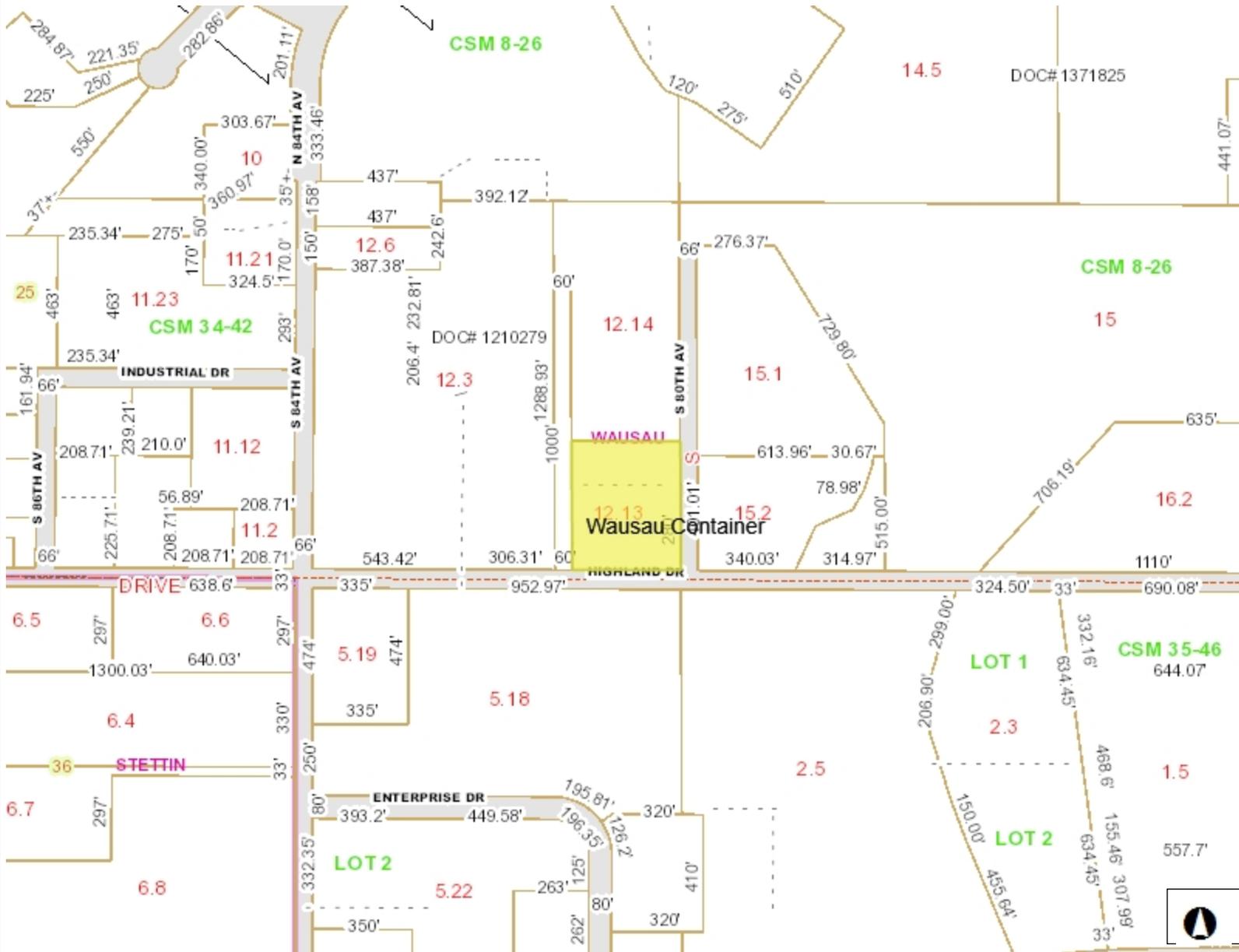
Wausau Container Corporation has been producing paperboard packaging for a wide range of goods since 1993.

On November 10, 2014, the Economic Development Committee approved Wausau Container's request to purchase .65 acres of land at the option price of \$12,500 per acre (\$8,125). Since that meeting, Wausau Container has requested that the .65 acres be donated due to the added costs of site development needed to address drainage and water run-off issues. To date, Wausau Container has expended over \$8,200 in site prep work.

Wausau Container employs approximately 65 people; the expansion will add 10 -12 new full-time jobs and will be the fifth expansion at this site.

Recommendation:

Staff recommendation is to grant the donation of .65 acres to Wausau Container.



Legend

- Parcel Annotations
- Parcels
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Municipalities

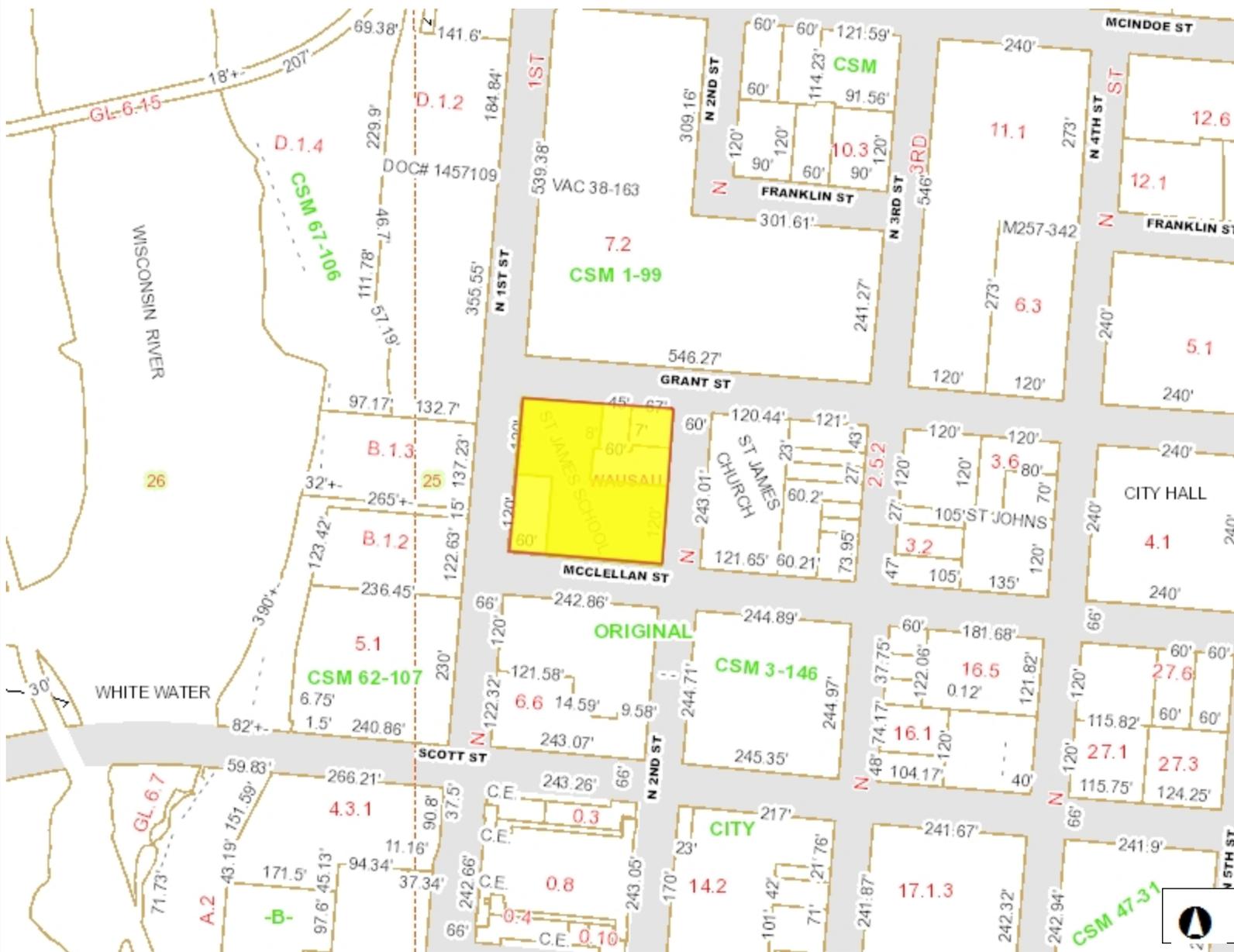
259.85 0 259.85 Feet



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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Legend

- Parcel Annotations
- Parcels
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Municipalities

115.93 0 115.93 Feet



User_Defined_Lambert_Conformal_Conic

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Notes

THOMAS STREET CORRIDOR MASTER PLAN



Developer Interview Summary

DECEMBER 2014

Imagery from the Thomas Street Master Plan



Figure 1. Project Area Context. Source: Pictometry

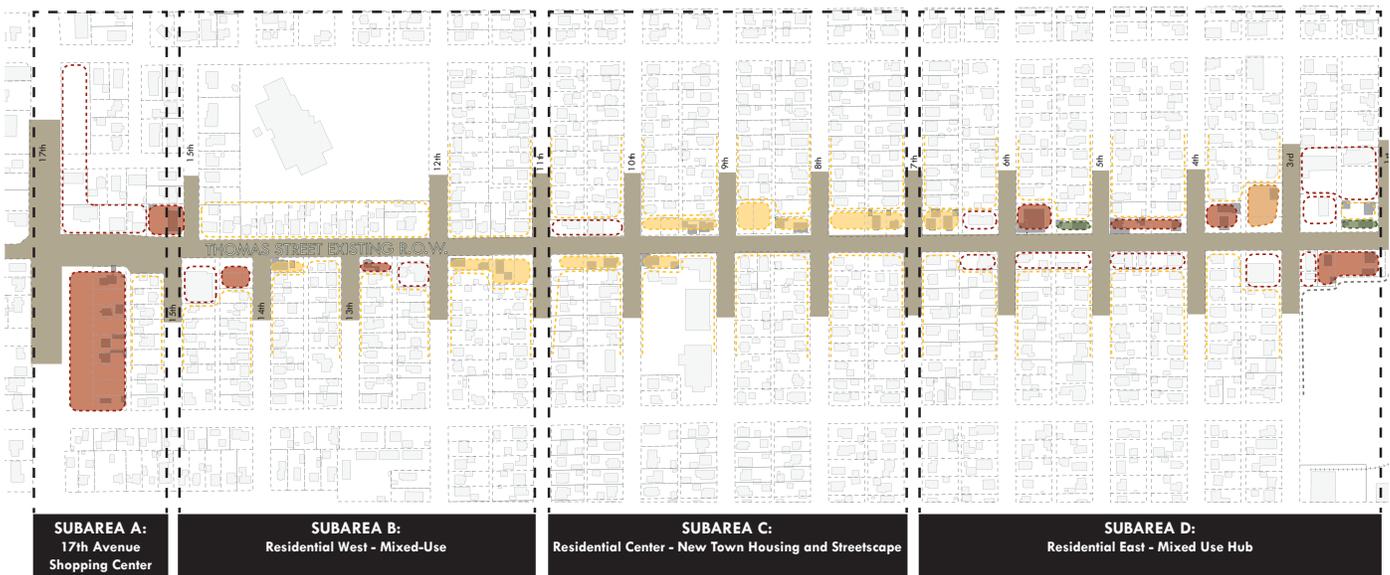
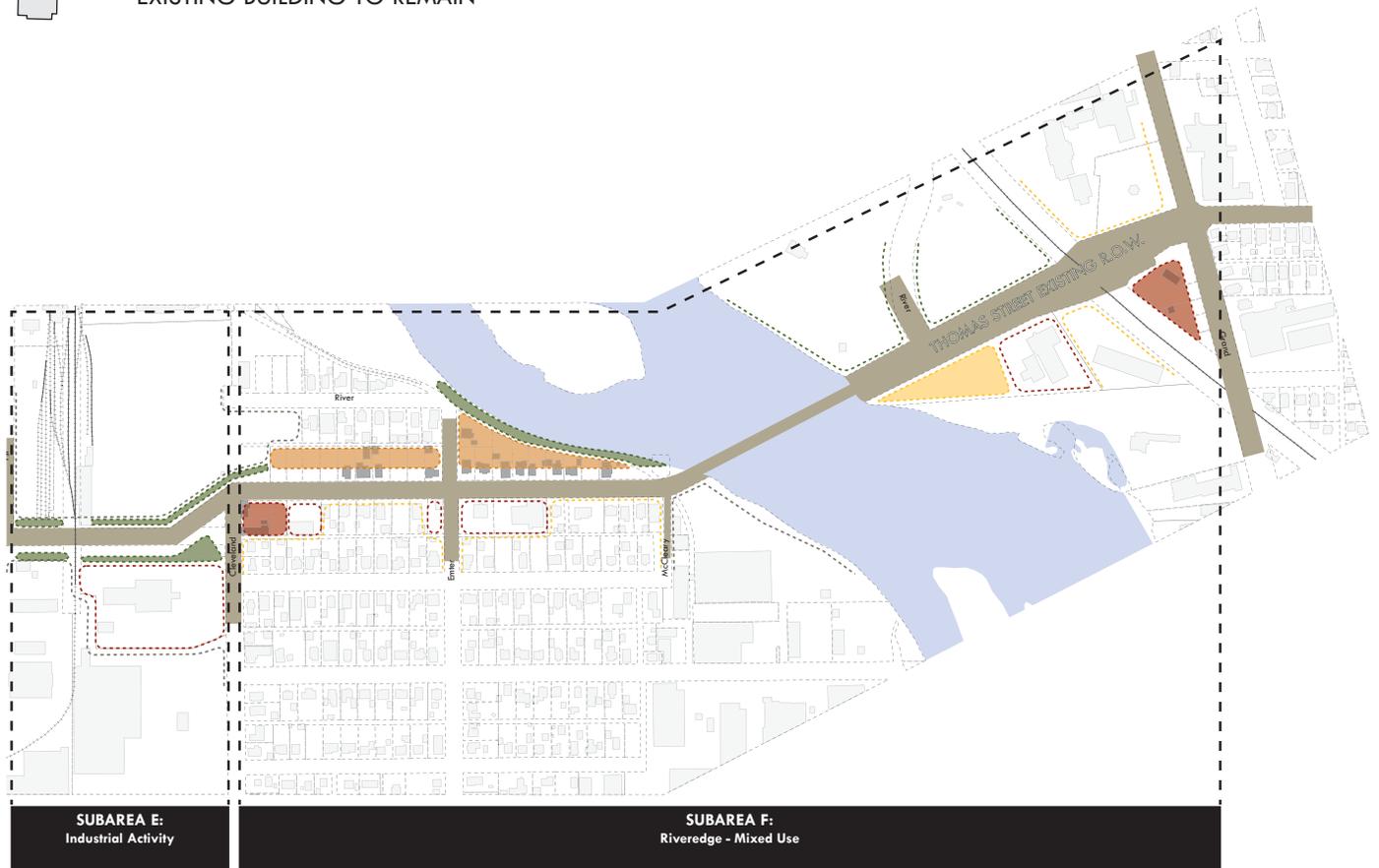


Figure 2. Urban Design Plan.

-  EXISTING THOMAS STREET RIGHT-OF-WAY
-  PROPOSED COMMERCIAL
-  EXISTING COMMERCIAL TO REMAIN
-  PROPOSED MIXED-USE RESIDENTIAL
-  PROPOSED RESIDENTIAL
-  EXISTING RESIDENTIAL TO REMAIN
-  PROPOSED GREEN SPACE
-  EXISTING GREEN SPACE
-  EXISTING BUILDING TO BE DEMOLISHED
-  EXISTING BUILDING TO REMAIN



A Primer

OVERVIEW

As part of the development of the Thomas Street Corridor Master Plan (Figures 1 and 2) completed in February and April of 2014, the Consultant Team conducted interviews with developers who have worked in, and are working in, the City of Wausau. The Economic Development Plan component of the Master Plan offered specific next steps for Thomas Street, some of which were based on comments from one of the developer interviews. See the Thomas Street Corridor Master Plan for more information.

The full set of developer interviews are summarized in this brief. The Consultant Team selected a small set of developers who represent a range in real estate development, from those who focus on housing to those specializing in full-scale, mixed-use development. These developers have worked in Wausau, but have also worked across the Midwest. Thus, these developers provide comparable

examples of what is working, and what could work better, in creating successful developments along a long-established corridor like Thomas Street.

The bulk of information contained here stems from blending input from three interviews:

- A developer based near Wausau, WI
- A developer based near Oregon, WI
- A developer based near Minneapolis, MN

This summary also integrates snapshot data of recent commercial real estate listings to illustrate comparables with similar uses and square footages. It must be noted that these comparables offer different amenities than would newer construction along Thomas Street (some are seen in Figure 3). These comparables, included at the end, demonstrate a couple of relative price points for commercial properties near Thomas Street.

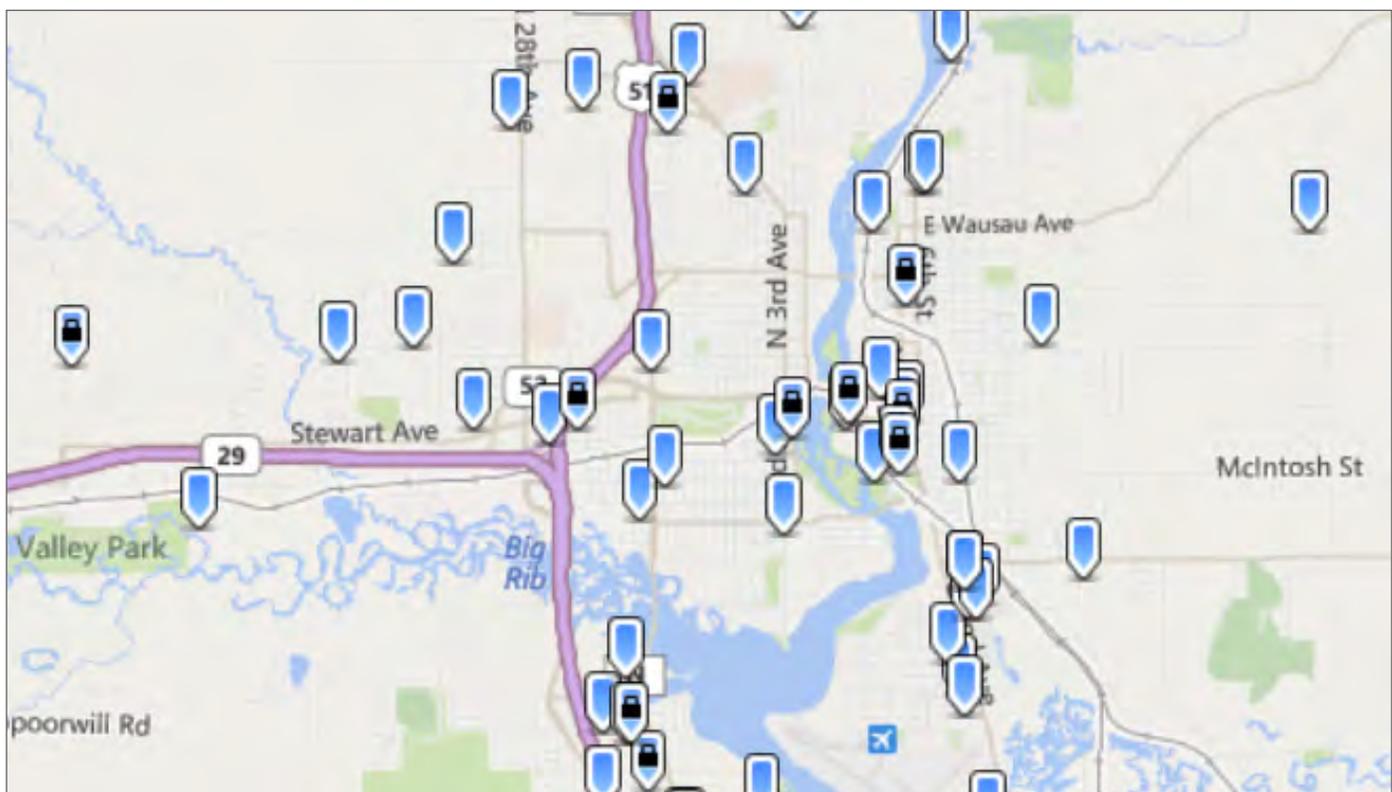


Figure 3. All Commercial Real Estate Listings for Sale as listed by LoopNet, November 2014.



Figure 4. The northeast corner of Thomas Street and Emter Street as a development opportunity in both the 72'194' & 94'194' ROW Option.

DEVELOPER COMMENTS

Conditions of / Relating to Thomas Street

What property do you consider to be the most ideal site for development along Thomas Street given your development focus?

From the viewpoint of **housing development**, the land northeast of the Thomas Street & Emter Street intersection would be of greatest interest (Figure 4). Development can often be tough with these river/street sites, which should be noted as a slight barrier in the process (mostly because it would impact the timeline for development). The site and area are desirable, and residential developers almost

always want to make a double corridor work (i.e. units with entries on both sides of a central hall) when possible. In this case, half would have river views, the other half would not enjoy the same views. That said, the quality of the streetscape plan is incredibly important to marketing this site. Dressing up the roadway, the median, and properties across the street would be an asset to make this site more developable, and consequently more enjoyable for property owners on the south side of Thomas Street.

There are exceptions to the assumption that the river side would be more palatable for residents. In a recent development in Minneapolis, for example, views of the Mississippi River valley take a back seat

to units in the same building that front the light rail. The leasing office in this development reports that the views of the light rail fill faster than the units with the valley views.

A few other precautionary measures should be noted for the northeast corner of Thomas Street and Emter Street.

- Developers will care about having a sizable green space buffer between the busy intersection and the development site. A high-quality streetscape will make the site more attractive for development.
- River sites are often smaller than they look because of buffer requirements or flood zones, so the buildings may not get as close to the riverfront as shown or depicted on a preliminary concept plan.

From the viewpoint of **mixed use development**, the most ideal sites are the bookends of Thomas Street, of which there are actually three: at 17th Avenue, at the parcels surrounding the river, and at Grand Avenue, because the traffic counts are higher. Simply put, they are more visible sites and thus present more options to developers than the other parcels along the corridor.

The first developer to develop mixed use (e.g. retail and housing, retail and office, etc.) will likely focus on these sites, and will look for more substantial financial support to offset the greater risk that comes with being the first to make a major reinvestment along Thomas Street.

What property do you consider to be the least ideal site for your development work?

Referencing Page 69 of the Master Plan (see Figure 5), the intersection of 17th Avenue and Thomas Street would be the least ideal for purely **housing development**. The smaller residential opportunities along Thomas Street would also not be of great interest. For developers whose niche

is housing, they tend not to pursue commercial developments unless an opportunity presents itself (such as a historic property where the first floor space can be ideal for retail).

None of the residential sites shown, except for the riverfront, meet the minimum square footage that certain housing developers require: an acre minimum (for building footprint and surface parking). They will consider a half acre if underground parking can be constructed, but underground parking is not common in a market like Wausau, since developers cannot easily recover the costs of building structured parking. That said, a half-acre lot may not be feasible for certain housing developers.

Some in the business of making **mixed use development** come together may not develop anything on the Thomas Street corridor. The areas for redevelopment are not large enough to accommodate the mixed use developments currently undertaken by developers. For most developers, everything in the middle will be the least ideal, as the widths and depths are narrow. This perception may be changed, however, as the bookends (at 17th Avenue, the river, and Grand Avenue) see new life. Building the market will allow for greater interest in niche renovation for commercial or residential activity along the bulk of Thomas Street.

Others in the business of mixed use development see potential near Thomas Street, but particularly with regard to where the Historic Tax Credits could be applicable, or where the City's Redevelopment Authority could provide additional incentives (be it economic development expertise, marketing, or financial support). The amount of time and energy that the City, County, and State can jointly focus on the enhancement of Thomas Street (whether by improving the roadway, enhancing existing properties, or pushing redevelopment on targeted sites) will directly impact the resulting level of developer interest.



Figure 5. 17th Avenue and Thomas Street as possible with the 72'194' ROW Option.

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What kinds of financing tools or funding support do you believe the City should garner in order to rehabilitate Thomas Street?

In addition to aforementioned tools such as the Historic Tax Credits (more applicable elsewhere in Wausau due to the existing unit sizes along Thomas Street) and the City’s Redevelopment Authority, the way for certain **housing developers** to come into the market, predominantly, is with Low

Income Housing Tax Credits (LIHTC) financing. Commercial or **mixed use developers** look for New Markets Tax Credits (NMTC) or other tax credit programs that can change the bottom line. Figure 6 shows the three 2010 Census Tracts that include the Thomas Street corridor. Only the center Census Tract is NMTC Qualified.

The City should rigorously market the opportunities that come from the State level (where appropriate). For example, the Wisconsin

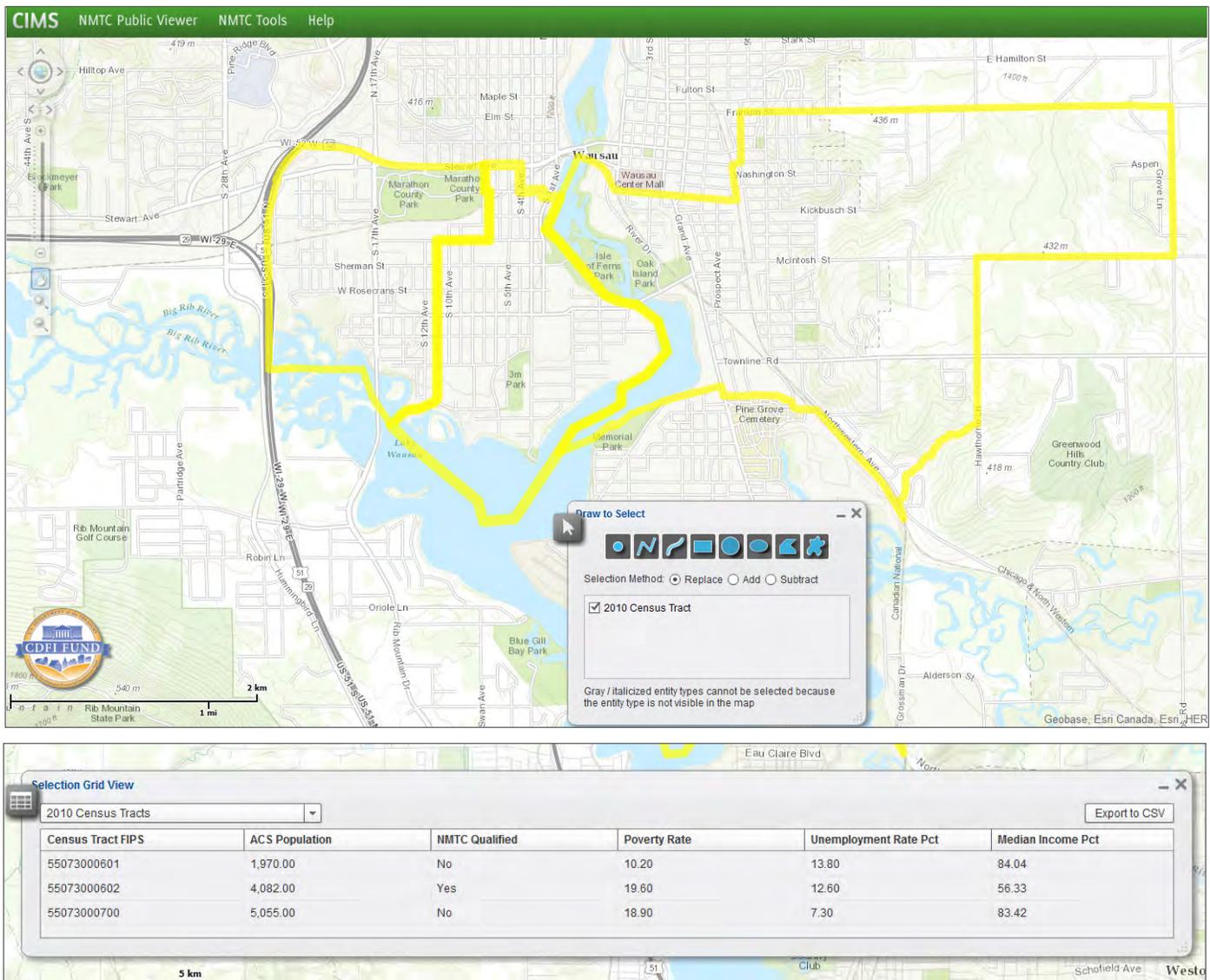


Figure 6. CDFI Fund Map of 2010 Census Tracts along Thomas Street. Only the center Census Tract is NMTC Qualified. Accessed December 3, 2014.

Economic Development Corporation (WEDC) offers programs like the Enterprise Zone Tax Credits which could jumpstart development activity near Thomas Street via specific businesses who pursue them. Overall, WEDC alone lists 18 programs comprised of grants, loans, and resources that can promote economic development activity at a local level.

If the City and philanthropic partners can incentivize property improvements for those currently in ownership along and near Thomas Street, developers would generally express greater interest in developing key sites, as general improvements to existing properties would represent value increases for all investment along Thomas Street. Focusing on roadway and existing property enhancements may prove more impactful than providing direct financial incentives to developers.

Impression of the Thomas Street Corridor

What do you feel is the most marketable characteristic about the Thomas Street corridor – for any type of new development?

Because Thomas Street is a key arterial that connects both sides of Wausau, the corridor has a natural appeal for new development and for renovation. One of the characteristics of Thomas Street that is marketable, and simply needs to be better marketed, is its established feel. Existing homes are charming, and the trees look mature. These positive features could be better marketed through reinvestment, and also through some efforts toward branding. The sense of place along Thomas Street is lacking compared to, say, Stewart Avenue.

The ends of the corridor are the most marketable (i.e. Thomas and 17th, and Thomas and Grand), particularly if the appropriate quantity of parcels



Figure 7. Bird's eye view of the monitoring and industrial area west of the Thomas and Emter intersection. Source: Pictometry.

are acquired by the City to make larger sites for redevelopment.

What do you feel is the least marketable characteristic about the Thomas Street corridor?

The monitoring area west of the Thomas and Emter intersection is currently the least marketable part of the corridor (Figure 7). Screening for the monitoring area is critical, given the understanding that monitoring could continue for 10+ years.

While the block east of the Thomas and Emter intersection is viable, actions to screen the block west of this intersection will determine the level of investment along the river near Thomas Street. Past experience with housing development in North Dakota, where one of the local downtown areas is peppered with similar monitoring structures for diesel fuel dump locations, has demonstrated to developers the difficulty in securing and retaining lenders for development projects (read: the complexity of contamination expectedly scares off financiers). When developers enter into a community with five site options, they often rule out the areas with blatantly viewable monitoring wells.

Another limitation of Thomas Street, which can be overcome, are some of the unattractive features of the corridor. When it comes to traffic, it does not have enough – both vehicular and pedestrian traffic. Seeing more activity on the street would make Thomas Street more salable for developers.

What kind of lease rates (cost per square foot) would you expect to get for retail, residential, etc. in Wausau?

One of the developments in Wausau has purchase prices and rental rates for units that are low, which have been supplemented by financing from state agencies. Rents for high-end, one-bedroom apartments are between \$600 and \$625 per

month, with two-bedroom apartments at \$700 per month and three-bedroom apartments at \$800 per month. These price points include units with river views, and require that tenants pay for heat, electricity, and air conditioning. With these rates, the property owner/manager covers the hot water usage, trash fees, and property taxes. Due to the rent structure, surface parking is almost always the solution. Structured parking would increase costs that couldn't be recouped.

Ideally, market rate multi-family residential in Wausau would capture \$1,000 to \$1,100 per month for 2+ bedrooms in order for the numbers to work out, yet this price point is extremely challenging without the presence of aesthetic improvements in neighborhoods like those around Thomas Street.

The rule of thumb seems to be that most tenants in apartment developments around Wausau are likely to be up to 60% of the median income. That appears to be the majority of the market (roughly 2/3 to 3/4). Some renters are over 60% of the median income, but there seems to be less demand from households in that income bracket. Rents are 90-95% of what developers would say is the market rate. There has been speculation about whether to increase rents, but the market in Wausau precludes property managers from successfully doing so.

What is seen around Wausau are transitional neighborhoods with some unique amenities, much like Thomas Street, such as river views and access to downtown employment. Yet continually, the detractor is the low quality housing. The City needs to work in concert with homeowners to put care into what are often charming units that are in need of a facelift. Developers can provide site amenities in Wausau that are better than most anything in the market (with direct access to the outdoors, unique architectural styles, community room, business center, green space, and parking), but still have trouble attracting the market if surrounding properties are not charming and well kept.

Would you like to do more development in Wausau, say, in the next 5 years or more?

“Yes, and preferably sooner than 5 years from now.”

“Yes, I plan to develop sites in Wausau in the next 5 years.”

“I cannot say. Market demand will determine how soon I can pursue a project in Wausau.”

Do you have other comments?

The City should focus on helping develop or improve catalytic areas of the city, such as the area near the river and near downtown. As such, the City should focus on making Thomas Street a nice neighborhood street – the situation has become too challenging to make it a full-service corridor for Wausau.

We somewhat agree with the sentiment in the Master Plan about the Request for Proposal (RFP) process, since we do respond to RFPs from time to time. When a RFP calls out the need for elevations, site plans and details like that, sometimes we shy away because of the cost of responding to the RFP is an obstacle. But if the City releases a RFQ and staff plans to interview developers, we are more likely to respond. Responding to a RFP or RFQ means that something meets our development criteria in a community where we have experience with development and the local government has a positive approach to working with developers in putting deals together. In particular, we need to see good public/private partnerships to make our financing deals work.

Generally when developers can respond to a RFP, it is a high-level developer that can and will respond. Minneapolis intentionally uses a RFP process throughout the city, including the riverfront properties that they control. The caliber of developer that responds is extremely experienced.

On a different note, the City theoretically has too many parcels to acquire on the Thomas Street corridor to make a significant short-term difference. I would advise the City to worry less about acquisition throughout the corridor, focus more on the ends of the corridor, and let the market work out the rest.

Working with the City over the years has been great. The staff is helpful, and they present few obstacles for developers. RFPs will hinder the re/development process for Thomas Street and elsewhere in Wausau though. RFQs and market-based support are preferred.

Existing Building Comparables

The pages that ensue illustrate recent (Fall 2014) comparables for existing buildings listed for sale near the Thomas Street corridor (Figures 8 through 11). These sites were not discussed during the developer interviews. These listings are included simply to offer a contemporary snapshot of values for the purposes of general conversation. One site has one structure with predominantly open land, while three others offer commercial and office properties with varying amenities.

Commercial Development Opportunity

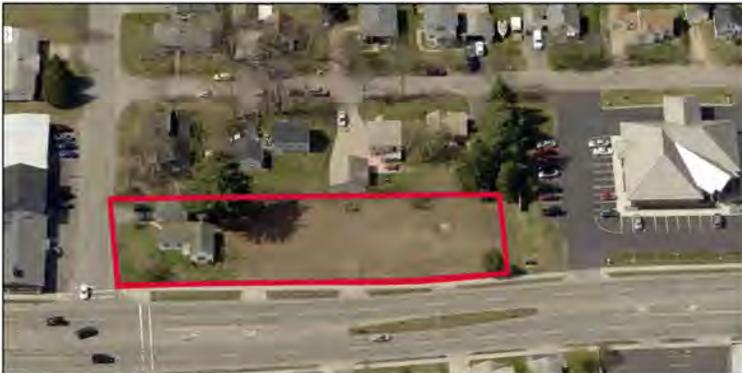
For Sale-Bank Owned

916-940 S 17th Ave, Wausau, WI



New availabilities to the Central Wisconsin area market

As exclusive agents, we are pleased to offer the following parcel for sale.



The Offering

.73 Acres of redevelopment land with excellent visibility along S 17th Ave. This property is located near new Retail Developments and is part of the 17th Ave/McCleary Bridge corridor that connects Wausau to Rib Mountain. Currently, there is a vacant home on the property.

Exclusive Advisor:

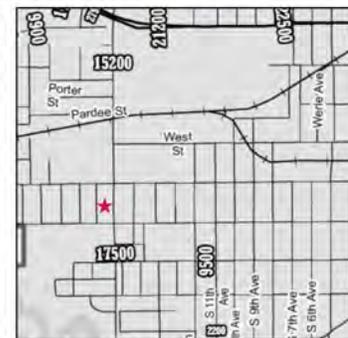
Ark Rhowmine, MPA, BPOR 715.297.1953 arkr@ngpwi.com

Newmark Grubb Pfeffler

200 Washington Street, Suite 100
Wausau, WI 54403-5530
Main: 715.261.2922 - Fax: 715.261.0454 - www.ngpwi.com

Snapshot

| | |
|--------------|------------|
| Asking Price | \$264,900 |
| Acres | .73 acres |
| Zoned | UDD |
| Taxes 2013 | \$5,935.57 |



WI DOT Traffic Counts

The information contained herein was obtained from sources believed reliable, however, Newmark Grubb Pfeffler makes no guarantees, warranties, or representations as to the completeness or accuracy thereof. The presentation of this property is submitted subject to errors, omission, change of price or other conditions, prior sale or lease, or withdrawal without notice.

Figure 8. Listing Accessed November 4, 2014.

Office Building For Sale or Lease

622/630 N 4th St, Wausau, WI



Sale Price: \$595,500

Lease Rate: \$5.00-11.00 SF

Available Space: 5572 SF

Parking: On-Site

Zoning: B4-1—Central Business District



- ◆ Located in the Business District
- ◆ City Center Across from City Hall, Woodson YMCA and Park
- ◆ Walk to Marathon County Courthouse, Restaurants, Shopping, Lodging and Mall
- ◆ Attractive and Well Maintained Building
- ◆ New Roof with Newer Windows and Doors
- ◆ The Newest High Efficiency HVAC System with Programmable Features Available installed in 2014
- ◆ Attractive Offices and Conference Rooms
- ◆ Lower Level 60% Finished
- ◆ Buy or Lease
- ◆ Owner Occupied—Owner/Tenant will Relocate or Remain

Exclusive Advisor:

Gene Davis 715.574.0371 gened@ngpwi.com

**Newmark Grubb
Pfefferle**

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Figure 9. Listing Accessed November 6, 2014.

640 s 3rd ave



Price: \$199,900 *Excellent Value*
Type: Commercial
Style: Single Story
Bath(s): 3 *1 upper 2 lower bathrooms*
Basement: Yes, Full
Size: 5,471 sq. ft.
Lot Type: Rectangular
Lot Size: 0.3 acres 120ft x 109ft
Year Built: 1976
Taxes: \$8,721

Description

Metal constructed clear span retail building with C-Span concrete floor and full useable basement with restrooms, break rooms, and office. The large parking are with stripes for 17 vehicles and high visibility signage make this property extremely attractive. Security system, recent updates to HVAC, 200 amp Service, and 3 phase. Owners will consider Land Contract with down payment or Lease to Own scenario's with well qualified buyers.

Features

Interior Features

Alarm System

Roof

Metal

Heating

Forced Air

Buying Options

Lease Option | Rent to Own

Exterior Finish

Aluminum-Steel

Cooling

Central Air

Sewer/Water Systems

Public

Highlights

- Available to lease \$1,800 per month NNN
- Quality Construction
- \$97,000 below fair market value!
- Well known location

Figure 10. Listing Accessed November 6, 2014.

1024 S 1st Avenue



Price: \$187,500 *Price below value*
Type: Commercial
Style: 2 Story
Basement: Yes
Size: 7,840 sq. ft.
Lot Type: Rectangular
Lot Size: 0.17 acres
Year Built: 1047

Description

This property was originally a very successful supper club and has been owned and used by the Knights of Columbus for 38 years. The ground level has a full kitchen and bar, dining/meeting room for over 100 guests, conference room, and office. The second floor has 3 apartments and large storage area. This property has great potential for an owner/user or investment property. The adjoining duplex can be purchased with the property as an investment or for additional parking.

Features

Sewer/Water Systems

Public

Highlights

- High Traffic Location
- Natural Gas
- Well Known Location
- Central Air

Figure 11. Listing Accessed November 6, 2014.

or sanitary facilities, or any combination of these factors, are detrimental to safety, health and morals.

- (q) "State public body" means any city, town, village, county, municipal corporation, commission, district, authority, other subdivision or public body of the state.
- (r) "Trust indenture" includes instruments pledging the revenues of real or personal properties.

(5) CREATION OF HOUSING AUTHORITIES.

- (a) When the council declares by resolution that there is need for an authority to function in the city, a public body corporate and politic shall then exist in the city and be known as the "housing authority" of the city. The authority may transact business and exercise any powers granted to it under this section.
- (b) The council shall adopt a resolution declaring that there is need for a housing authority in the city if it finds that there is a shortage of dwelling accommodations in the city available to elderly persons.
- (c) In any suit, action or proceeding involving the validity or enforcement of or relating to any contract of the authority, the authority shall be conclusively deemed to have become established and authorized to transact business and exercise its powers under this section upon proof of the adoption of a resolution by the council declaring the need for the authority. The resolution is sufficient if it declares the need for an authority and finds that the condition described in par. (b) exists in the city. A copy of the resolution duly certified by the city clerk is admissible evidence in any suit, action or proceeding.

(6) SECTION 66.1201 APPLIES. The provisions of s. 66.1201 (5) to (24) (ag), (25) and (26) apply to housing authorities and providing housing for elderly persons under this section without reference to the income of those persons.

(7) SECTIONS 66.1203 TO 66.1211 APPLY. The provisions of ss. 66.1203 to 66.1211 apply to housing authorities and providing housing for elderly persons under this section without reference to the income of those persons, except as follows:

- (a) As set down by the federal housing authority in the case of housing projects to the financing or subsidizing of which it is a party.
- (b) As set down by the Wisconsin Housing and Economic Development Authority in accordance with ch. 234 in the case of housing projects to the financing of which it is a party.

(8) NOT APPLICABLE TO LOW-RENTAL HOUSING PROJECTS. This section does not apply to projects required to provide low-rental housing only.

History: 1975 c. 94, 221; 1977 c. 418 s. 929 (55); 1981 c. 112; 1983 a. 81 s. 11; 1983 a. 83 s. 20; 1983 a. 189; 1983 a. 444 s. 3; 1991 a. 316; 1993 a. 213, 246; 1999 a. 150 ss. 380, 382; Stats. 1999 s. 66.1213; 2001 a. 30 s. 44; 2001 a. 104; 2009 a. 95.

SUBCHAPTER XIII

URBAN REDEVELOPMENT AND RENEWAL

66.1301 Urban redevelopment.

- (1) **SHORT TITLE.** Sections 66.1301 to 66.1329 may be referred to as the "Urban Redevelopment Law".
- (2) **FINDING AND DECLARATION OF NECESSITY.** It is declared that in the cities of the state substandard and insanitary areas exist which have resulted from inadequate planning, excessive land coverage, lack of proper light, air and open space, defective design and arrangement of buildings, lack of proper sanitary facilities, and the existence of buildings, which, by reason of age, obsolescence, inadequate or

outmoded design, or physical deterioration have become economic or social liabilities, or both. These conditions are prevalent in areas where substandard, insanitary, outworn or outmoded industrial, commercial or residential buildings prevail. These conditions impair the economic value of large areas, infecting them with economic blight, and these areas are characterized by depreciated values, impaired investments, and reduced capacity to pay taxes. These conditions are chiefly in areas which are so subdivided into small parcels in divided ownerships and frequently with defective titles, that their assembly for purposes of clearance, replanning, rehabilitation and reconstruction is difficult and costly. The existence of these conditions and the failure to clear, replan, rehabilitate or reconstruct these areas results in a loss of population by the areas and further deterioration, accompanied by added costs to the communities for creation of new public facilities and services elsewhere. It is difficult and uneconomic for individual owners independently to undertake to remedy these conditions. It is desirable to encourage owners of property or holders of claims on property in these areas to join together and with outsiders in corporate groups for the purpose of the clearance, replanning, rehabilitation and reconstruction of these areas by joint action. It is necessary to create, with proper safeguards, inducements and opportunities for the employment of private investment and equity capital in the clearance, replanning, rehabilitation and reconstruction of these areas. These conditions require the employment of capital on an investment rather than a speculative basis, allowing however the widest latitude in the amortization of any indebtedness created. These conditions further require the acquisition at fair prices of adequate areas, the gradual clearance of the areas through demolition of existing obsolete, inadequate, unsafe and insanitary buildings and the redevelopment of the areas under proper supervision with appropriate planning, land use and construction policies. The clearance, replanning, rehabilitation and reconstruction of these areas on a large scale basis are necessary for the public welfare. The clearance, replanning, reconstruction and rehabilitation of these areas are public uses and purposes for which private property may be acquired. Substandard and insanitary areas constitute a menace to the health, safety, morals, welfare and reasonable comfort of the citizens of the state. These conditions require the aid of redevelopment corporations for the purpose of attaining the ends recited in this subsection. The protection and promotion of the health, safety, morals, welfare and reasonable comfort of the citizens of the state are matters of public concern. Sections 66.1301 to 66.1329 are in the public interest.

- (2m) DISCRIMINATION.** Persons entitled to any right, benefit, facility, or privilege under ss. 66.1301 to 66.1329 may not be denied the right, benefit, facility, or privilege in any manner for any purpose nor be discriminated against because of sex, race, color, creed, sexual orientation, status as a victim of domestic abuse, sexual assault, or stalking, as defined in s. 106.50 (1m) (u), or national origin.
- (3) DEFINITIONS.** In ss. 66.1301 to 66.1329, unless a different intent clearly appears from the context:
- (a)** "Area" means a portion of a city which its planning commission finds to be substandard or insanitary, so that the clearance, replanning, rehabilitation or reconstruction of that portion is necessary or advisable to effectuate the public purposes declared in sub. (2). "Area" includes buildings or improvements not in themselves substandard or insanitary, and real property, whether improved or unimproved, the inclusion of which is considered necessary for the effective clearance, replanning, reconstruction or rehabilitation of the area of which the buildings, improvements or real property form a part and includes vacant land which is in such proximity to other land or structures that the economic value of the other land or structures is impaired.
- (d)** "Development" means a specific work, repair or improvement to put into effect a development plan and includes the real property, buildings and improvements owned, constructed, managed or operated by a redevelopment corporation.

- (e) "Development area" means that portion of an area to which a development plan is applicable.
- (f) "Development cost" means the amount determined by the planning commission to be the actual cost of the development or of the part of the development for which the determination is made. "Development cost" includes, among other costs, all of the following:
 1. The reasonable costs of planning the development, including preliminary studies and surveys, neighborhood planning, architectural and engineering services and legal and incorporation expense.
 2. The actual cost, if any, of alleviating hardship to families occupying dwelling accommodations in the development area where hardship results from the execution of the development plan.
 3. The reasonable costs of financing the development, including carrying charges during construction.
 4. Working capital in an amount not exceeding 5% of development cost.
 5. The actual cost of the real property included in the development, of demolition of existing structures and of utilities, landscaping and roadways.
 6. The amount of special assessments subsequently paid.
 7. The actual cost of construction, equipment and furnishing of buildings and improvements, including architectural, engineering and builder's fees.
 8. The actual cost of reconstruction, rehabilitation, remodeling or initial repair of existing buildings and improvements.
 9. Reasonable management costs until the development is ready for use.
 10. The actual cost of improving that portion of the development area which is to remain as open space, together with additions to development cost that equal the actual cost of additions to or changes in the development in accordance with the original development plan or after approved changes in or amendments to the development plan.
- (g) "Development plan" means a plan for the redevelopment of all or any part of an area, and includes any amendments that are approved in accordance with the requirements of s. 66.1305 (1).
- (h) "Local governing body" means a common council, council, commission or other board or body vested by the charter of a city or other law with jurisdiction to adopt or enact ordinances or local laws.
- (n) "Mortgage" means a mortgage, trust indenture, deed of trust, building and loan contract or other instrument creating a lien on real property, and the indebtedness secured by each of them.
- (o) "Neighborhood unit" means a primarily residential district having the facilities necessary for well-rounded family living, such as schools, parks, playgrounds, parking areas and local shopping districts.
- (p) "Planning commission" means the official bureau, board, commission or agency of a city that is authorized to prepare, adopt, amend or modify a master plan for the development of the city.
- (q) "Real property" includes lands, buildings, improvements, land under water, waterfront property, and any easements, franchises and hereditaments, corporeal or incorporeal, and every estate, interest, privilege, easement, franchise and right in or appurtenant to the real property, legal or equitable, including rights-of-way, terms for years and liens, charges, or encumbrances by mortgage, judgment or otherwise.
- (r) "Redevelopment" means the clearance, replanning, reconstruction or rehabilitation of an area or part of an area, and the provision of industrial, commercial,

residential or public structures or spaces as may be appropriate, including recreational and other facilities incidental or appurtenant to the structures or spaces.

- (s) "Redevelopment corporation" means a corporation carrying out a redevelopment plan under ss. 66.1301 to 66.1329.

History: 1975 c. 94; 1981 c. 112; 1989 a. 31; 1993 a. 184; 1995 a. 225; 1999 a. 150 ss. 398 to 401; Stats. 1999 66.1301; 2009 a. 95.

66.1303 Urban redevelopment; plans, approval.

- (1) A development plan shall contain the information that the planning commission requires, including all of the following:
- (a) A metes and bounds description of the development area.
 - (b) A statement of the real property in the development area fee title to which the city proposes to acquire and a statement of the interests to be acquired in any other real property by the city.
 - (c) A statement of the various stages, if more than one is intended, by which the development is proposed to be constructed or undertaken, and the time limit for the completion of each stage, together with a metes and bounds description of the real property to be included in each stage.
 - (d) A statement of the existing buildings or improvements in the development area, to be demolished immediately.
 - (e) A statement of the existing buildings or improvements, in the development area not to be demolished immediately and the approximate period of time during which the demolition of each building or improvement is to take place.
 - (f) A statement of the proposed improvements to each building not to be demolished immediately, any proposed repairs or alterations to the building, and the approximate period of time during which improvements, repairs or alterations are to be made.
 - (g) A statement of the type, number and character of each new industrial, commercial, residential or other building or improvement to be erected or made and a statement of the maximum limitations upon the bulk of buildings or improvements to be permitted at various stages of the development plan.
 - (h) A statement of those portions of the development area which may be permitted or will be required to be left as open space, the use to which each open space is to be put, the period of time each open space will be required to remain an open space and the manner in which it will be improved and maintained.
 - (i) A statement of the proposed changes in zoning ordinances or maps, necessary or desirable for the development and its protection against blighting influences.
 - (j) A statement of the proposed changes in streets or street levels and of proposed street closings.
 - (k) A statement of the character of the existing dwelling accommodations in the development area, the approximate number of families residing in the development area, together with a schedule of the rentals being paid by them, and a schedule of the vacancies in the accommodations, together with the rental demanded for the vacant accommodations.
 - (L) A statement of the character, approximate number of units, approximate rentals and approximate date of availability of the proposed dwelling accommodations to be furnished during construction and upon completion of the development.
 - (m) A statement of the proposed method of financing the development, in sufficient detail to evidence the probability that the redevelopment corporation will be able to finance or arrange to finance the development.

- (n) A statement of persons who it is proposed will be active in or associated with the management of the redevelopment corporation during a period of at least one year from the date of the approval of the development plan.
- (o) Other statements or material that are considered relevant by the applicant, including suggestions for the clearance, replanning, reconstruction or rehabilitation of one or more areas which may be larger than the development area but which include it, and any other provisions for redevelopment.
- (2) No development may be initiated until the adoption of a resolution of approval of the development plan by both the planning commission and the local governing body.
- (3) The planning commission may approve a development plan after a public hearing, and shall determine all of the following:
 - (a) That the area within which the development area is included is substandard or insanitary and that the redevelopment of the development area in accordance with the development plan is necessary or advisable to effectuate the public purposes declared in s. 66.1301 (2); if the area is comprised of vacant land it shall be established that the vacant land impairs the economic value of surrounding areas in accordance with the general purposes expressed in s. 66.1301 (2).
 - (b) That the development plan is in accord with the master plan of the city.
 - (c) That the development area is not less than 100,000 square feet in area, except that it may be smaller in area when undertaken in connection with a public improvement if it is of sufficient size to allow its redevelopment in an efficient and economically satisfactory manner and to contribute substantially to the improvement of the area in which the development is located. If the local governing body makes a finding to the effect that an area is in urgent need of development, and that development will contribute to the progress and expansion of an area whose economic growth is vital to the community, the development area may not be less than 25,000 square feet subject to the requirements of par. (d).
 - (d) That the various stages by which the development is proposed to be constructed or undertaken, as stated in the development plan, are practicable and in the public interest and where the area to be developed consists either of vacant land or of substandard or insanitary buildings or structures as provided in s. 66.1301 (3) (a), and the area is less than 100,000 square feet but more than 25,000 square feet as provided in par. (c) then the new structures to be constructed on the vacant land may not be less than 1,000,000 cubic feet.
 - (e) That the public facilities, based on whether the development is residential, industrial or commercial, are adequate or will be adequate at the time that the development is ready for use to serve the development area.
 - (f) That the proposed changes in the city map, in zoning ordinances or maps and in streets and street levels, or any proposed street closings, are necessary or desirable for the development and its protection against blighting influences and for the city.
 - (g) Upon data submitted by or on behalf of the redevelopment corporation, or upon data otherwise available to the planning commission, that there will be available for occupation by families then occupying dwelling accommodations in the development area legal accommodations at substantially similar rentals in the development area or elsewhere in a suitable location in the city, and that implementing the development plan will not cause undue hardship to those families. The notice of the public hearing to be held by the planning commission prior to its approval of the development plan shall contain separate statements to the effect that before the development plan is approved, the planning commission must make the determination required in this paragraph, and that if the

development plan is approved, real property in the development area is subject to condemnation.

- (3m)** A determination made under sub. (3) is conclusive evidence of the facts so determined except upon proof of fraud or willful misfeasance. In arriving at the determination, the planning commission shall consider only those elements of the development plan relevant to the determination under sub. (3) and to the type of development which is physically desirable for the development area concerned from a city planning viewpoint, and from a neighborhood unit viewpoint, if the development plan provides that the development area is to be primarily residential.
- (4)** The local governing body, by a two-thirds vote of the members-elect, may approve a development plan, but no resolution of approval may be adopted by it unless the planning commission has first approved the development plan and the plan and planning commission determination have been filed with the local governing body and unless the local governing body determines all of the following:
- (a)** That the proposed method of financing the development is feasible and that it is probable that the redevelopment corporation will be able to finance or arrange to finance the development.
- (b)** That the persons who it is proposed will be active in or associated with the management of the redevelopment corporation during a period of at least one year from the date of the approval of the development plan have sufficient ability and experience to cause the development to be undertaken, consummated and managed in a satisfactory manner.
- (4m)** A determination under sub. (4) is conclusive evidence of the facts determined except upon proof of fraud or willful misfeasance. In considering whether a resolution of approval of the development plan will be adopted, the local governing body shall consider those elements of the development plan relevant to the determination under sub. (4).
- (5)** The planning commission and the local governing body, by a two-thirds vote of the members-elect, may approve an amendment to a development plan, if an application for the amendment has been filed with the planning commission by the redevelopment corporation containing that part of the material required by sub. (1) which is relevant to the proposed amendment and if the planning commission and the local governing body make the determinations required by sub. (3) or (4) which are relevant to the proposed amendment.
- (6)** The planning commission and the local governing body may, for the guidance of prospective proponents of development plans, fix general standards to which a development plan shall conform. Variations from the standards may be allowed for the accomplishment of the purposes of ss. 66.1301 to 66.1329. The standards may contain provisions more restrictive than those imposed by applicable planning, zoning, sanitary and building laws, ordinances and regulations.
- (7)** Local housing authorities organized under ss. 66.1201 to 66.1211, redevelopment authorities organized under s. 66.1333, and community development authorities organized under s. 66.1335 may render advisory services in connection with the preliminary surveys, studies and preparation of a development plan as requested by the city planning commission or the local governing body and charge fees for advisory services based on their actual cost.
- (8)** Notwithstanding any other provision of law, the local legislative body may designate, by ordinance or resolution, the local housing authority, the local redevelopment authority, or both jointly, or the local community development authority, to perform all acts, except the development of the general plan of the city, which are otherwise performed by the planning commission under ss. 66.1301 to 66.1329.

History: 1975 c. 311; 1999 a. 150 ss. 402 to 407; Stats. 1999 s. 66.1303.

66.1305 Redevelopment corporations; limitations; incubator.

(1) No redevelopment corporation may do any of the following:

- (a)** Undertake any clearance, reconstruction, improvement, alteration or construction in connection with any development until the approvals required by s. 66.1303 have been made.
- (b)** Amend the development plan until the planning commission and the local governing body have approved that portion of the amendment relevant to the determination required to be made by it as set forth in s. 66.1303.
- (c)** After a development has been commenced, sell, transfer or assign any real property in the development area without first obtaining the consent of the local governing body. Consent may be withheld only if the sale, transfer or assignment is made for the purpose of evading the provisions of ss. 66.1301 to 66.1329.
- (d)** Pay compensation to its officers or employees in an amount greater than the limit contained in the development plan, or if a default of the development plan occurs, then in an amount greater than the reasonable value of the services performed by the officers or employees.
- (e)** Lease an entire building or improvement in the development area to any person or corporation without obtaining the approval of the local governing body which may be withheld only if the lease is being made for the purpose of evading the provisions of ss. 66.1301 to 66.1329.
- (f)** Mortgage any of its real property without obtaining the approval of the local governing body.
- (g)** Make any guarantee without obtaining the approval of the local governing body.
- (h)** Dissolve without obtaining the approval of the local governing body, which may be given upon conditions deemed necessary or appropriate to the protection of the interest of the city in the proceeds of the sale of the real property as to any property or work turned into the development by the city. The approval shall be endorsed on the certificate of dissolution and the certificate may not be filed in the office of the secretary of state in the absence of the endorsement.
- (i)** Reorganize without obtaining the approval of the local governing body.

(2)

(a) In this subsection:

1. "Arts incubator" has the meaning given in s. 41.60 (1) (a).
2. "Technology-based incubator" means a facility that provides a new or expanding technically-oriented business with all of the following:
 - a. Office and laboratory space.
 - b. Shared clerical and other support service.
 - c. Managerial and technical assistance.

(b) A redevelopment corporation may do all of the following:

1. Study the feasibility and initial design for an arts incubator in the development area where the redevelopment corporation operates.
2. Develop and operate an arts incubator in the development area where the redevelopment corporation operates.
3. Apply for a grant or loan under s. 41.60 in connection with an arts incubator.

(c) A redevelopment corporation may, if consistent with a development plan, do all of the following:

1. Study the feasibility and initial design for a technology-based incubator in the development area where the redevelopment corporation operates.

2. Develop and operate a technology-based incubator in the development area where the redevelopment corporation operates.

History: 1981 c. 314; 1989 a. 31; 1993 a. 16; 1999 a. 150 s. 408; Stats. 1999 s. 66.1305; 2009 a. 28; 2011 a. 32.

66.1307 Urban redevelopment; regulation of corporations.

- (1) APPLICATION OF OTHER CORPORATION LAWS TO REDEVELOPMENT CORPORATIONS. The provisions of the general corporation law apply to redevelopment corporations, unless the provisions are in conflict with the provisions of ss. 66.1301 to 66.1329.
- (2) CONSIDERATION FOR ISSUANCE OF STOCK, BONDS OR INCOME DEBENTURES.
- (a) No redevelopment corporation may issue stocks, bonds or income debentures, except for money or property actually received for the use and lawful purposes of the corporation or services actually performed for the corporation.
- (b) A redevelopment corporation may pay interest on its income debentures or dividends on its stock during any dividend year, unless, at the time of an intended payment, a default exists under any amortization requirements with respect to its indebtedness.
- (3) DETERMINATION OF DEVELOPMENT COST.
- (a) Upon the completion of a development a redevelopment corporation shall, or upon the completion of a principal part of a development a redevelopment corporation may, file with the planning commission an audited statement of the development cost. Within a reasonable time after the filing of the statement, the planning commission shall determine the development cost applicable to the development or portion of the development and shall issue to the redevelopment corporation a certificate stating the amount of the development cost so determined.
- (b) A redevelopment corporation may, whether prior or subsequent to the undertaking of any contract or expense, apply to the planning commission for a ruling as to whether any particular item and amount of cost may be included in development cost when finally determined by the planning commission. The planning commission shall, within a reasonable time after the application, render a ruling, and if it is ruled that any item of cost may be included in development cost, the amount of the cost shall be included in development cost when finally determined.
- (4) REGULATION OF REDEVELOPMENT CORPORATIONS. A redevelopment corporation shall do all of the following:
- (a) Furnish to the planning commission financial information, statements, audited reports or other material that the commission requires, each of which shall conform to such standards of accounting and financial procedure that the planning commission by general regulation prescribes, except that the planning commission may not require a regular report more often than once every 6 months.
- (b) Establish and maintain depreciation and other reserves, surplus and other accounts that the planning commission reasonably requires.

History: 1999 a. 150 ss. 409, 410, 412.

66.1309 Urban redevelopment; transfer of land.

- (1) In this section:
- (a) "Bank" means a corporation organized under or subject to the provisions of the banking law.
- (b) "Conservator" means any of the following:

1. The division of banking as conservator, liquidator, or rehabilitator of any person, partnership, or corporation, and persons, partnerships, and corporations organized under or subject to the provisions of the banking law.
2. The commissioner of insurance as conservator, liquidator, or rehabilitator of any person, partnership, or corporation.
- (c) "Fiduciary" means a personal representative, trustee, guardian, or other person holding trust funds or acting in a fiduciary capacity.
- (d) "Governmental unit" means the state, its subdivisions, cities, all other public bodies, and all public officers.
- (2) Notwithstanding any other law or the absence of direct provision for transfer of land in the instrument under which a fiduciary is acting, every fiduciary, unless the instrument under which the fiduciary is acting expressly forbids, and every governmental unit, bank, or conservator that owns or holds any real property within a development area may do all of the following:
 - (a) Grant, sell, lease or otherwise transfer any real property to a redevelopment corporation.
 - (b) Receive and hold any cash, stocks, income debentures, mortgages, or other securities or obligations, secured or unsecured, exchanged for the transfer by the redevelopment corporation.
 - (c) Execute instruments and do acts that are considered necessary or desirable by them or it and by the redevelopment corporation in connection with the development and the development plan.

History: 1995 a. 27; 1999 a. 150 s. 414; Stats. 1999 s. 66.1309; 2001 a. 102.

66.1311 Urban redevelopment; acquisition of land.

- (1) A redevelopment corporation may acquire real property or secure options in its own name or in the name of nominees to acquire real property, by gift, grant, lease, purchase or otherwise.
- (2) A city may, upon request by a redevelopment corporation, acquire, or obligate itself to acquire, for the redevelopment corporation real property included in a certificate of approval of condemnation, by gift, grant, lease, purchase, condemnation, or otherwise, according to the provisions of any law applicable to the acquisition of real property by the city. Real property acquired by a city for a redevelopment corporation shall be conveyed by the city to the redevelopment corporation upon payment to the city of all sums expended or required to be expended by the city in the acquisition of the real property, or leased by the city to the redevelopment corporation, upon terms agreed upon between the city and the redevelopment corporation to carry out the purposes of ss. 66.1301 to 66.1329.
- (3) The provisions of ss. 66.1301 to 66.1329 with respect to the condemnation of real property by a city for a redevelopment corporation prevail over the provisions of any other law.

History: 1999 a. 150 s. 415; Stats. 1999 s. 66.1311.

66.1313 Urban redevelopment; condemnation for.

- (1) Condemnation proceedings for a redevelopment corporation shall be initiated by a petition to the city to institute proceedings to acquire for the redevelopment corporation any real property in the development area. The petition shall be granted or rejected by the local governing body, and the resolution or resolutions granting the petition shall require that the redevelopment corporation pay the city all sums expended or required to be expended by the city in the acquisition of the real property, or for any real property to be conveyed to the corporation by the city in connection with the plan, and the time of payment and manner of securing payment,

and may require that the city receive, before proceeding with the acquisition of the real property, such assurances as to payment or reimbursement by the redevelopment corporation, or otherwise, as the city deems advisable. Upon the passage of a resolution by the local governing body granting the petition, the redevelopment corporation shall make 3 copies of surveys or maps of the real property described in the petition, one of which shall be filed in the office of the redevelopment corporation, one in the office of the city attorney of the city, and one in the office in which instruments affecting real property in the county are recorded. The filing of copies of surveys or maps constitutes acceptance by the redevelopment corporation of the terms and conditions contained in the resolution. The city may conduct condemnation proceedings either under ch. 32 or under other laws applicable to the city. When title to real property vests in the city, it shall convey or lease the real property, with any other real property to be conveyed or leased to the redevelopment corporation by the city in connection with the redevelopment plan, to the redevelopment corporation upon payment by the redevelopment corporation of the sums and the giving of the security required by the resolution granting the petition.

- (2) The following provisions apply to any proceedings for the assessment of compensation and damages for real property in a development area taken or to be taken by condemnation for a redevelopment corporation:
- (a) For the purpose of ss. 66.1301 to 66.1329, the award of compensation may not be increased by reason of any increase in the value of the real property caused by the assembly, clearance or reconstruction, or proposed assembly, clearance or reconstruction for the purposes of ss. 66.1301 to 66.1329, of the real property in the development area. No allowance may be made for improvements begun on real property after notice to the owner of the property of the institution of the proceedings to condemn the property.
 - (b) Evidence is admissible that is relevant to the insanitary, unsafe or substandard condition of the premises, or of their illegal use, or the enhancement of rentals from illegal use, and the evidence may be considered in fixing the compensation to be paid, notwithstanding that no steps to remedy or abate the conditions have been taken by the department or officers having jurisdiction. If a violation order is on file against the premises in the department, it constitutes prima facie evidence of the existence of the condition specified in the order.
 - (c) If real property in the development area which is to be acquired by condemnation has, before acquisition, been devoted to another public use, it may be acquired provided that no real property belonging to the city or to any other governmental body, or agency or instrumentality of the city or other governmental body, corporate or otherwise, may be acquired without its consent. No real property belonging to a public utility corporation may be acquired without the approval of the public service commission or other officer or tribunal having regulatory power over the corporation.
 - (d) Upon the trial a statement, affidavit, deposition, report, transcript of testimony in an action or proceeding, or appraisal made or given by any owner or prior owner of the premises taken, or by any person on the owner's or prior owner's behalf, to any court, governmental bureau, department or agency respecting the value of the real property for tax purposes, is relevant, material and competent upon the issue of value of damage and is admissible on direct examination.
 - (e) In this section, "owner" includes a person having an estate, interest or easement in the real property to be acquired or a lien, charge or encumbrance on the real property.

History: 1991 a. 316; 1995 a. 225; 1999 a. 150 s. 416; Stats. 1999 s. 66.1313.

66.1315 Urban redevelopment; continued use of land by prior owner.

- (1) When title to real property has vested in a redevelopment corporation or city, the redevelopment corporation or city may agree with the previous owners of the property, any tenants continuing to occupy or use it, or any other persons who may occupy or use or seek to occupy or use the property, that the former owner, tenant or other persons may occupy or use the property upon the payment of a fixed sum of money for a definite term or upon the payment periodically of an agreed sum of money. The occupation or use may not be construed as a tenancy from month to month, nor require the giving of notice by the redevelopment corporation or the city for the termination of occupation or use or the right to occupation or use. Immediately upon the expiration of the term for which payment has been made the redevelopment corporation or city is entitled to possession of the real property and may maintain summary proceedings or obtain a writ of assistance, and is entitled to any other remedy provided by law for obtaining immediate possession. A former owner, tenant or other person occupying or using real property may not be required to give notice to the redevelopment corporation or city at the expiration of the term for which that person has made payment for occupation or use, as a condition to that person's cessation of occupation or use and termination of liability.
- (2) If a city has acquired real property for a redevelopment corporation, the city shall, in transferring title to the redevelopment corporation, deduct from the consideration or other moneys which the redevelopment corporation has become obligated to pay to the city for this purpose, and credit the redevelopment corporation with, the amounts received by the city as payment for temporary occupation and use of the real property by a former owner, tenant, or other person, less the cost and expense incurred by the city for the maintenance and operation of the real property.

History: 1991 a. 316; 1999 a. 150 s. 417; Stats. 1999 s. 66.1315.

66.1317 Urban redevelopment; borrowing; mortgages.

- (1) A redevelopment corporation may borrow funds and secure the repayment of the funds by mortgage. Every mortgage shall contain reasonable amortization provisions and may be a lien upon no other real property except that forming the whole or a part of a single development area.
- (2)
- (a) Certificates, bonds and notes, or part interests in, or any part of an issue of, these instruments, which are issued by a redevelopment corporation and secured by a first mortgage on all or part of the real property of the redevelopment corporation are securities in which all of the following persons, partnerships or corporations and public bodies or public officers may legally invest the funds within their control:
1. Every personal representative, trustee, guardian, committee, or other person or corporation holding trust funds or acting in a fiduciary capacity.
 2. The state, its subdivisions, cities, all other public bodies and all public officers.
 3. Persons, partnerships and corporations organized under or subject to the provisions of the banking law, including savings banks, savings and loan associations, trust companies, bankers and private banking corporations.
 4. The division of banking as conservator, liquidator or rehabilitator of any person, partnership or corporation and persons, partnerships or corporations organized under or subject to chs. 600 to 646.
 5. The commissioner of insurance as conservator, liquidator or rehabilitator of any person, partnership or corporation.
- (b) The principal amount of the securities described in par. (a) may not exceed the limits, if any, imposed by law for investments by the person, partnership, corporation, public body or public officer making the investment.

- (3) A mortgage on the real property in a development area may create a first lien, or a 2nd or other junior lien, upon the real property.
- (4) The limits as to principal amount secured by mortgage referred to in sub. (2) do not apply to certificates, bonds and notes, or part interests in, or any part of an issue of, these instruments, which are secured by first mortgage on real property in a development area, which the federal housing administrator has insured or has made a commitment to insure under the national housing act. A person, partnership, corporation, public body or public officer described in sub. (2) may receive and hold any debentures, certificates or other instruments issued or delivered by the federal housing administrator, pursuant to the national housing act, in compliance with the contract of insurance of a mortgage on all or part of real property in the development area.

History: 1977 c. 339 s. 43; 1979 c. 89; 1995 a. 27, 225; 1999 a. 150 ss. 418, 419; Stats. 1999 s. 66.1317; 2001 a. 102.

66.1319 Urban redevelopment; sale or lease of land.

- (1) A local governing body may by resolution determine that real property, title to which is held by the city, specified and described in the resolution, is not required for use by the city and may authorize the city to sell or lease the real property to a redevelopment corporation, if the title of the city to the real property is not inalienable.
- (2) Notwithstanding the provisions of any law or ordinance, a sale or lease authorized under sub. (1) may be made without appraisal, public notice or public bidding for a price or rental amount and upon terms agreed upon between the city and the redevelopment corporation to carry out the purposes of ss. 66.1301 to 66.1329. The term of the lease may not exceed 60 years with a right of renewal upon the same terms.
- (3) Before any sale or lease to a redevelopment corporation is authorized, a public hearing shall be held by the local governing body to consider the proposed sale or lease.
- (4) Notice of such hearing shall be published as a class 2 notice, under ch. 985.
- (5) The deed or lease of real property shall be executed in the same manner as a deed or lease by the city of other real property owned by it and may contain appropriate conditions and provisions to enable the city to reenter the real property if the redevelopment corporation violates any of the provisions of ss. 66.1301 to 66.1329 relating to the redevelopment corporation or violates the conditions or provisions of the deed or lease.
- (6) A redevelopment corporation purchasing or leasing real property from a city may not, without the written approval of the city, use the real property for any purpose except in connection with its development. The deed shall contain a condition that the redevelopment corporation will devote the real property only for the purposes of its development subject to the restrictions of ss. 66.1301 to 66.1329, for breach of which the city may reenter and repossess itself of the real property.

History: 1995 a. 225; 1999 a. 150 ss. 420, 421; Stats. 1999 s. 66.1319.

66.1321 Urban redevelopment; city lease to, terms. If real property of a city is leased to a redevelopment corporation:

- (1) The lease may provide that all improvements shall be the property of the lessor.
- (2) The lessor may grant to the redevelopment corporation the right to mortgage the fee of the real property and enable the redevelopment corporation to give as security for its notes or bonds a first lien upon the land and improvements.
- (3) The execution of a lease does not impose upon the lessor any liability or obligation in connection with or arising out of the financing, construction, management or

operation of a development involving the leased land. The lessor may not, by executing the lease, incur any obligation or liability with respect to the leased premises other than may devolve upon the lessor with respect to premises not owned by it. The lessor, by consenting to the execution by a redevelopment corporation of a mortgage upon the leased land, does not assume, and the consent may not be construed as imposing upon the lessor, any liability upon the note or bond secured by the mortgage.

- (4) The lease may reserve any easements or other rights in connection with the real property that are considered necessary or desirable for the future planning and development of the city and the extension of public facilities in the city, including the construction of subways and conduits and the widening and changing of grade of streets. The lease may contain any other provisions for the protection of the parties that are not inconsistent with the provisions of ss. 66.1301 to 66.1329.

History: 1995 a. 225; 1999 a. 150 s. 422; Stats. 1999 s. 66.1321.

66.1323 Urban redevelopment; aids and appropriations.

- (1) A local governing body may appropriate moneys for the purpose of, and may borrow or accept grants from the federal or state governments or any of their agencies, for the acquisition of lands required to carry out the plan or the purposes mentioned in s. 66.1325. The local governing body may enter into contracts, mortgages, trust indentures or other agreements as the federal government requires.
- (2) A city may appropriate moneys for the purpose of making plans and surveys to carry out redevelopment and for any purpose required to carry out the intention of ss. 66.1301 to 66.1329.

History: 1999 a. 150 ss. 423, 424, 427.

66.1325 Urban redevelopment; city improvements. For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of any redevelopment plan located within the area in which it is authorized to act, a local governing body may, upon terms, with or without consideration, that it determines, do all of the following:

- (1) Cause parks, playgrounds, recreational, community, educational, water, sewer or drainage facilities, or any other works which it is otherwise empowered to undertake, to be furnished adjacent to or in connection with housing projects.
- (2) Furnish, dedicate, close, pave, install, grade, regrade, plan or replan streets, roads, roadways, alleys, sidewalks or other places which it is otherwise empowered to undertake.

History: 1999 a. 150 s. 425; Stats. 1999 s. 66.1325.

66.1327 Urban redevelopment; construction of statute; conflict of laws; supplemental powers.

- (1) Sections 66.1301 to 66.1329 shall be construed liberally to effectuate the purposes of urban redevelopment, and the enumeration of specific powers does not operate to restrict the meaning of any general grant of power contained in ss. 66.1301 to 66.1329 or to exclude other powers comprehended in the general grant.
- (2) If ss. 66.1301 to 66.1329 are inconsistent with any other law, the provisions of these sections are controlling.
- (3) The powers conferred by ss. 66.1301 to 66.1329 are in addition and supplemental to the powers conferred by any other law.

History: 1999 a. 150 ss. 428, 429, 431, 433.

66.1329 Urban redevelopment; enforcement of duties. If a redevelopment corporation fails to substantially comply with the development plan within the time

limits for the completion of each stage, reasonable delays caused by unforeseen difficulties excepted, or violates or is about to violate ss. 66.1301 to 66.1329, the failure to comply or actual or possible violation may be certified by the planning commission to the city attorney of the city. The city attorney may commence a proceeding in the circuit court of the county in which the city is in whole or in part situated in the name of the city for the purpose of seeking appropriate relief. The court shall, immediately after a default in answering or after answer, inquire into the facts and circumstances in the manner that the court directs without other or formal proceedings, and without respect to any technical requirements. The court may join as parties any other persons it deems necessary or proper in order to make its order or judgment effective. The final judgment or order in the action or proceeding shall dismiss the action or proceeding or grant appropriate relief.

History: 1997 a. 187; 1999 a. 150 s. 413; Stats. 1999 s. 66.1329.

66.1331 Blighted area law.

- (1) **SHORT TITLE.** This section shall be known and may be cited and referred to as the "blighted area law."
- (2) **FINDINGS AND DECLARATION OF NECESSITY.** It is found and declared that there have existed and continue to exist in cities within the state, substandard, insanitary, deteriorated, slum and blighted areas which constitute a serious and growing menace, injurious and inimical to the public health, safety, morals and welfare of the residents of the state. The existence of these areas contributes substantially and increasingly to the spread of disease and crime (necessitating excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, for crime prevention, correction, prosecution, punishment, and the treatment of juvenile delinquency and for the maintenance of adequate police, fire and accident protection, and other public services and facilities), constitutes an economic and social liability, substantially impairs or arrests the sound growth of cities, and retards the provision of housing accommodations. This menace is beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided in this section. The acquisition of property for the purpose of eliminating substandard, insanitary, deteriorated, slum or blighted conditions or preventing recurrence of these conditions in the area, the removal of structures and improvement of sites, the disposition of the property for redevelopment incidental to these activities, and any assistance which may be given by cities or any other public bodies, are public uses and purposes for which public money may be expended and the power of eminent domain exercised. The necessity in the public interest for the provisions of this section is declared as a matter of legislative determination.
- (2m) **DISCRIMINATION.** Persons otherwise entitled to any right, benefit, facility, or privilege under this section may not be denied the right, benefit, facility, or privilege in any manner for any purpose nor be discriminated against because of sex, race, color, creed, sexual orientation, status as a victim of domestic abuse, sexual assault, or stalking, as defined in s. 106.50 (1m) (u), or national origin.
- (3) **DEFINITIONS.** In this section, unless a different intent clearly appears from the context:
 - (a) "Blighted area" means any area, including a slum area, in which a majority of the structures are residential or in which there is a predominance of buildings or improvements, whether residential or nonresidential, and which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of these factors, is conducive to ill

health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals or welfare.

- (c) "Housing" includes housing, dwelling, habitation and residence.
- (d) "Land" includes bare or vacant land, the land under buildings, structures or other improvements, and water and land under water. When employed in connection with "use", for instance, "use of land" or "land use", "land" includes buildings, structures and improvements existing or to be placed on land.
- (e) "Lessee" includes the successors or assigns and successors in title of the lessee.
- (f) "Local legislative body" means the board of alderpersons, common council, council, commission or other board or body vested by the charter of the city or other law with jurisdiction to enact ordinances or local laws.
- (g) "Planning commission" means the board, commission or agency of the city authorized to prepare, adopt or amend or modify a master plan of the city.
- (h) "Project area" means a blighted area or portion of a blighted area of such extent and location as adopted by the planning commission and approved by the local legislative body as an appropriate unit of redevelopment planning for a redevelopment project, separate from the redevelopment projects in other parts of the city. In the provisions of this section relating to leasing or sale by the city, for abbreviation "project area" is used for the remainder of the project area after taking out those pieces of property which have been or are to be transferred for public uses.
- (i) "Public body" means the state or any city, county, town, village, board, commission, authority, district or any other subdivision or public body of the state.
- (j) "Purchaser" includes the successors or assigns and successors in title of the purchaser.
- (k) "Real property" includes land; land together with the buildings, structures, fixtures and other improvements on the land; liens, estates, easements and other interests in the land; and restrictions or limitations upon the use of land, buildings or structures, other than those imposed by exercise of the police power.
- (L) "Redevelopment company" means a private or public corporation or body corporate, including a public housing authority, carrying out a plan under this section.
- (Lm) "Redevelopment plan" means a plan for the acquisition, clearance, reconstruction, rehabilitation or future use of a redevelopment project area.
- (m) "Redevelopment project" means any work or undertaking to acquire blighted areas or portions of blighted areas, and lands, structures, or improvements, the acquisition of which is necessary or incidental to the proper clearance or redevelopment of the areas or to the prevention of the spread or recurrence of slum conditions or conditions of blight in the areas; to clear blighted areas by demolition or removal of existing buildings, structures, streets, utilities, or other improvements; to install, construct, or reconstruct streets, utilities, and site improvements essential to the preparation of sites for uses in accordance with a redevelopment plan; or to sell, lease or otherwise make available land in blighted areas for residential, recreational, commercial, industrial or other use or for public use, or to retain the land for public use, in accordance with a redevelopment plan. "Redevelopment project" includes the preparation of a redevelopment plan, the planning, surveying, and other work incident to a redevelopment project, and the preparation of all plans and arrangements for carrying out a redevelopment project.
- (n) "Rentals" means rents specified in a lease to be paid by the lessee to the city.

(4) POWER OF CITIES.

- (a) A city may exercise all powers necessary or convenient to carry out and effectuate the purposes and provisions of this section, including all of the following:
1. Prepare redevelopment plans and undertake and carry out redevelopment projects within its corporate limits.
 2. Enter into any contracts determined by the local legislative body to be necessary to effectuate the purposes of this section.
 3. Within its boundaries, acquire by purchase, eminent domain or otherwise, any real or personal property or any interest in that property, together with any improvements, necessary or incidental to a redevelopment project; hold, improve, clear or prepare for redevelopment any such property; sell, lease, subdivide, retain for its own use, mortgage, or otherwise encumber or dispose of any such property or any interest in that property; enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of the property in accordance with a redevelopment plan and other covenants, restrictions and conditions that it deems necessary to prevent a recurrence of blighted areas or to effectuate the purposes of this section; and make any covenants, restrictions, conditions or covenants running with the land and provide appropriate remedies for their breach.
 4. Borrow money and issue bonds, and apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the federal, state or county government, or other public body or from any sources, for the purpose of this section; and give security as may be required and enter into and carry out contracts in connection with the security.
- (b) Condemnation proceedings for the acquisition of real property necessary or incidental to a redevelopment project shall be conducted in accordance with ch. 32 or any other laws applicable to the city.
- (c) Notwithstanding any other provision of law, the local legislative body may designate, by ordinance or resolution, any local housing authority existing under ss. 66.1201 to 66.1211, any local redevelopment authority existing under s. 66.1333, or both jointly, or any local community development authority existing under s. 66.1335, as the agent of the city to perform any act, except the development of the general plan of the city, which may otherwise be performed by the planning commission under this section.
- (5) GENERAL AND PROJECT AREA REDEVELOPMENT PLANS.
- (a) The planning commission shall make and develop a comprehensive or general plan of the city, including the appropriate maps, charts, tables and descriptive, interpretive and analytical matter. The plan shall serve as a general framework or guide of development within which the various area and redevelopment projects under this section may be more precisely planned and calculated. The plan shall include at least a land use plan which designates the proposed general distribution and general locations and extents of the uses of the land for housing, business, industry, recreation, education, public buildings, public reservations and other general categories of public and private uses of the land.
- (b) For the exercise of the powers granted and for the acquisition and disposition of real property for the redevelopment of a project area, the following steps and plans are required:
1. Designation by the planning commission of the boundaries of the project area proposed by it for redevelopment, submission of the boundaries to the local legislative body and the adoption of a resolution by the local legislative body declaring the area to be a blighted area in need of redevelopment.
 2. Adoption by the planning commission and approval by the local legislative body of the redevelopment plan of the project area. The redevelopment plan shall conform to the general plan of the city and shall be sufficiently complete to

indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements in the project area. The plan shall include a statement of the boundaries of the project area; a map showing existing uses and conditions of real property in the area; a land use plan showing proposed uses of the area; information showing the standards of population density, land coverage, and building intensity in the area after redevelopment; a statement of proposed changes, if any, in zoning ordinances or maps and building codes and ordinances; a statement as to the kind and number of site improvements and additional public utilities which will be required to support the new land uses in the area after redevelopment; and a statement of a feasible method proposed for the relocation of families to be displaced from the project area.

3. Approval of a redevelopment plan of a project area by the local legislative body may be given only after a public hearing conducted by it, and a finding by it that the plan is feasible and in conformity with the general plan of the city. Notice of the hearing, describing the time, date, place and purpose of the hearing and generally identifying the project area, shall be published as a class 2 notice, under ch. 985, the last insertion to be at least 10 days prior to the date set for the hearing. All interested parties shall be afforded a reasonable opportunity at the hearing to express their views respecting the proposed plan, but the hearing is only for the purpose of assisting the local legislative body in making its determination.
 - (c) In relation to the location and extent of public works and utilities, public buildings and other public uses in the general plan or in a project area plan, the planning commission shall confer with those public officials, boards, authorities and agencies under whose administrative jurisdictions the uses respectively fall.
 - (d) After a project area redevelopment plan of a project area has been adopted by the planning commission and approved by the local legislative body, the planning commission may certify the plan to the local legislative body. The local legislative body shall exercise the powers granted to it in this section for the acquisition and assembly of the real property of the area. Following certification, no new construction may be authorized by any agencies, boards or commissions of the city, in the area, unless as authorized by the local legislative body, including substantial remodeling or conversion or rebuilding, enlargement or extension of major structural improvements on existing buildings, but not including ordinary maintenance or remodeling or changes necessary to continue the occupancy.
- (6) TRANSFER, LEASE OR SALE OF REAL PROPERTY IN PROJECT AREAS FOR PUBLIC AND PRIVATE USES.
 - (a) After the real property in the project area has been assembled, the city may lease or sell all or part of the real property, including streets to be closed or vacated in accordance with the plan, to a redevelopment company or to an individual, a limited liability company or a partnership for use in accordance with the redevelopment plan. Real property in the project area shall be leased or sold at its fair value for uses in accordance with the redevelopment plan notwithstanding that the fair value may be less than the cost of acquiring and preparing the property for redevelopment. In determining the property's fair value, a city shall take into account and give consideration to the following:
 1. The uses and purposes required by the plan.
 2. The restrictions upon and covenants, conditions and obligations assumed by the purchaser or lessee, and the objectives of the redevelopment plan for the prevention of the recurrence of slum or blighted areas.
 3. Any other matters that the city considers appropriate.

- (b) Any lease or sale under this subsection may be made without public bidding, but only after a public hearing by the planning commission upon the proposed lease or sale and its provisions. Notice of the hearing shall be published as a class 2 notice, under ch. 985.
- (c) The terms of a lease or sale under this subsection shall be fixed by the planning commission and approved by the local legislative body. The instrument of lease may provide for renewals upon reappraisals and with rentals and other provisions adjusted to the reappraisals. Every lease or sale shall provide that the lessee or purchaser shall carry out the approved project area redevelopment plan or approved modifications and that no use may be made of any land or real property included in the lease or sale nor any building or structure erected which does not conform to the approved plan or approved modifications. In the instrument of lease or sale, the planning commission, with the approval of the local legislative body, may include other terms, conditions and provisions as in its judgment will provide reasonable assurance of the priority of the obligations of the lease or sale and of conformance to the plan over any other obligations of the lessee or purchaser and assurance of the financial and legal ability of the lessee or purchaser to carry out and conform to the plan and the terms and conditions of the lease or sale; and may include terms, conditions and specifications concerning buildings, improvements, subleases or tenancy, maintenance and management and any other matters as the planning commission, with the approval of the local legislative body, may impose or approve, including provisions whereby the obligations to carry out and conform to the project area plan shall run with the land. If maximum rentals to be charged to tenants of housing are specified, provision may be made for periodic reconsideration of rental bases.
- (d) Until the planning commission certifies, with the approval of the local legislative body, that all building constructions and other physical improvements specified to be done and made by the purchaser of the area have been completed, the purchaser may not convey all or part of the area, without the consent of the planning commission and the local legislative body, and no consent may be given unless the grantee of the purchaser is obligated, by written instrument, to the city to carry out that portion of the redevelopment plan which falls within the boundaries of the conveyed property. The grantee, and the heirs, representatives, successors and assigns of the grantee, may not convey, lease or let the conveyed property or any part of the property, or erect or use any building or structure erected on the property free from obligation and requirement to conform to the approved project area redevelopment plan or approved modifications.
- (f) The planning commission may, with the approval of the local legislative body, demolish an existing structure or clear the area of any part of the structure, or may specify the demolition and clearance to be performed by a lessee or purchaser and the time schedule for the work. The planning commission, with the approval of the local legislative body, shall specify the time schedule and conditions for the construction of buildings and other improvements.
- (g) In order to facilitate the lease or sale of a project area or, if the lease or sale is of parts of an area, the city may include in the cost payable by it the cost of the construction of local streets and sidewalks within the area or of grading and other local public surface or subsurface facilities necessary for shaping the area as the site of the redevelopment of the area. The city may arrange with the appropriate federal, state or county agencies for the reimbursement of outlays from funds or assessments raised or levied for these purposes.
- (7) HOUSING FOR DISPLACED FAMILIES. The housing authority shall formulate a feasible method for the temporary relocation of persons living in areas that are designated for clearance and redevelopment. The housing authority and the local legislative body shall assure that decent, safe and sanitary dwellings substantially

equal in number to the number of substandard dwellings to be removed in carrying out the redevelopment are available, or will be provided, at rents or prices within the financial reach of the income groups displaced.

- (8) **USE-VALUE APPRAISALS.** After the city has assembled and acquired the real property of the project area, it shall, as an aid in determining the rentals and other terms upon which it will lease or the price at which it will sell all or part of the area, place a use value upon each piece or tract of land within the area which, in accordance with the plan, is to be used for private uses or for low-rent housing. The use value shall be based on the planned use and, for the purposes of this use valuation, the city shall provide a use valuation appraisal prepared by the local commissioner of assessments or assessor. Nothing contained in this section may be construed as requiring the city to base its rentals or selling prices upon the appraisal.
- (9) **PROTECTION OF REDEVELOPMENT PLAN.**
- (a) Before execution and delivery by the city of a lease or conveyance to a redevelopment company, or before consent by the city to an assignment or conveyance by a lessee or purchaser to a redevelopment company, the articles or certificate of incorporation or association or charter or other basic instrument of the company shall contain provisions defining, limiting and regulating the exercise of the powers of the company so that neither the company nor its stockholders, officers, directors, members, beneficiaries, bondholders or other creditors or other persons may amend the terms and conditions of the lease or the terms and conditions of the sale without the consent of the planning commission, together with the approval of the local legislative body, or, in relation to the project area development plan, without the approval of any proposed modification in accordance with sub. (10). No action of stockholders, officers, directors, bondholders, creditors, members, partners or other persons, nor any reorganization, dissolution, receivership, consolidation, foreclosure or any other change in the status or obligation of any redevelopment company, partnership, limited liability company or individual in any litigation or proceeding in any federal or other court may effect any release or any impairment or modification of the lease or terms of sale or of the project area redevelopment plan unless consent or approval is obtained.
- (b) A redevelopment corporation may be organized under the general corporation law of the state to be a redevelopment company under this section; may acquire and hold real property for the purposes set forth in this section; and may exercise all other powers granted to redevelopment companies in this section.
- (c) A redevelopment company, individual, limited liability company or partnership to which all or part of a project area is leased or sold under this section shall keep books of account of its operations of or transactions relating to the area entirely separate and distinct from accounts of and for any other project area or part of the other project area or any other real property or enterprise. No lien or other interest may be placed upon any real property in the area to secure any indebtedness or obligation of the redevelopment company, individual, limited liability company or partnership incurred for or in relation to any property or enterprise outside of the area.
- (10) **MODIFICATION OF DEVELOPMENT PLANS.** An approved project area redevelopment plan may be modified at any time after the lease or sale of all or part of the area if the modification is consented to by the lessee or purchaser, and if the proposed modification is adopted by the planning commission and submitted to the local legislative body and approved by it. Before approval, the local legislative body shall hold a public hearing on the proposed modification, notice of the time and place of which shall be given by mail sent at least 10 days prior to the hearing to the then owners of the real properties in the project area and of the real properties immediately adjoining or across the street from the project area. The local legislative

body may refer back to the planning commission any project area redevelopment plan, project area boundaries or modification submitted to it, together with its recommendation for changes in the plan, boundaries or modification and, if recommended changes are adopted by the planning commission and formally approved by the local legislative body, the plan, boundaries or modification as changed becomes the approved plan, boundaries or modification.

- (11) LIMITATION UPON TAX EXEMPTION.** Nothing contained in this section may be construed to authorize or require the exemption of any real property from taxation, except real property sold, leased or granted to and acquired by a public housing authority. No real property acquired under this section by a private redevelopment company, individual, limited liability company or partnership either by lease or purchase is exempt from taxation by reason of the acquisition.
- (12) FINANCIAL ASSISTANCE.** The city may accept grants or other financial assistance from the federal, state and county governments or from other sources to carry out the purposes of this section, and may do all things necessary to comply with the conditions attached to the grants or loans.
- (13) COOPERATION AND USE OF CITY FUNDS.**
- (a)** To assist any redevelopment project located in the area in which it may act, a public body may, upon terms that it determines, furnish services or facilities, provide property, lend or contribute funds, and perform any other action of a character which it may perform for other purposes.
- (b)** A city may appropriate and use its general funds to carry out the purposes of this section and, to obtain funds, may incur indebtedness, and issue bonds in amounts that the local legislative body determines by resolution to be necessary for use in carrying out the purposes of this section. The issuance of bonds by a city under this paragraph shall be in accordance with statutory and other legal requirements that govern the issuance of obligations generally by the city.
- (14) LIMITED OBLIGATIONS.**
- (a)** In this subsection, "municipal obligation" has the meaning specified in s. 67.01 (6).
- (b)** For the purpose of carrying out or administering a redevelopment plan or other functions authorized under this section, a city may issue municipal obligations payable solely from and secured by a pledge of and lien upon any or all of the income, proceeds, revenues, funds, and property of the city derived from or held by it in connection with redevelopment projects, including the proceeds of grants, loans, advances, or contributions from any public or private source. Municipal obligations issued under this subsection may be registered under s. 67.09 but shall otherwise be in a form, mature at times, bear interest at rates, be issued and sold in a manner, and contain terms, covenants, and conditions that the local legislative body of the city, by resolution, determines. The municipal obligations shall be fully negotiable, shall not require a referendum, and are not subject to the provisions of any other law or charter relating to the issuance or sale of municipal obligations. Obligations under this section sold to the United States government need not be sold at public sale.
- (15) CONSTRUCTION.** This section shall be construed liberally to effectuate its purposes and the enumeration in this section of specific powers does not restrict the meaning of any general grant of power contained in this section or to exclude other powers comprehended in the general grant.
- (16) LIQUIDATION AND DISPOSAL.** Projects held under this section may be liquidated and disposed of under s. 66.1201 (25).

History: 1975 c. 94, 311; 1981 c. 112; 1983 a. 24; 1983 a. 189 ss. 58, 329 (7); 1983 a. 207 s. 95; 1991 a. 156, 316; 1993 a. 112, 184, 213; 1995 a. 225; 1999 a. 150 ss. 297, 434 to 440; Stats. 1999 s. 66.1331; 2001 a. 30, 103; 2009 a. 95.

66.1333 Blight elimination and slum clearance.

(1) **SHORT TITLE.** This section shall be known and may be cited as the "Blight Elimination and Slum Clearance Act".

(2) **FINDINGS.** In addition to the findings and declarations made in ss. 66.1331 (2) and 66.1337, it is found and declared that the existence of substandard, deteriorated, slum and blighted areas and blighted properties is a matter of statewide concern. It is the policy of this state to protect and promote the health, safety, morals and general welfare of the people of the state in which these areas and blighted properties exist by the elimination and prevention of these areas and blighted properties through the utilization of all means appropriate for that purpose, thereby encouraging well-planned, integrated, stable, safe and healthful neighborhoods, the provision of healthful homes, a decent living environment and adequate places for employment of the people of this state and its communities in these areas and blighted properties. The purposes of this section are to provide for the elimination and prevention of substandard, deteriorated, slum and blighted areas and blighted properties through redevelopment and other activities by state-created agencies and the utilization of all other available public and private agencies and resources. State agencies are necessary in order to carry out in the most effective and efficient manner the state's policy and declared purposes for the prevention and elimination of substandard, deteriorated, slum and blighted areas and blighted properties. State agencies shall be available in all the cities in the state to be known as the redevelopment authorities of the particular cities and carry out and effectuate the provisions of this section when the local legislative bodies of the cities determine there is a need for them to carry out within their cities the powers and purposes of this section. Assistance which may be given by cities or any other public bodies under this section is a public use and purpose for which public money may be expended. The necessity in the public interest for the provisions of this section is declared a matter of legislative determination. Nothing in this subsection contravenes, repeals or rescinds the finding or declaration of necessity before the recreation of this subsection on June 1, 1958.

(2m) **DEFINITIONS.** In this section, unless the context clearly indicates otherwise:

(a) "Abandoned highway corridor" means land in any city designated by the department of transportation for use as part of an expressway or a freeway, which is no longer designated by the department for that purpose.

(am) "Arts incubator" has the meaning given in s. 41.60 (1) (a).

(ar) "Authority" means a redevelopment authority.

(b) "Blighted area" means any of the following:

1. An area, including a slum area, in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.

2. An area which by reason of the presence of a substantial number of substandard, slum, deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors,

substantially impairs or arrests the sound growth of a city, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use.

3. An area which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.
- (bm) "Blighted property" means any property within a city, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provisions for ventilation, light, air or sanitation, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime, and is detrimental to the public health, safety, morals or welfare, or any property which by reason of faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair market value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a city, retards the provisions of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use, or any property which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community.
- (c) "Blight elimination, slum clearance and urban renewal program", "blight elimination and urban renewal program", "redevelopment, slum clearance or urban renewal program", "redevelopment or urban renewal program", and "redevelopment program", mean undertakings and activities for the elimination and for the prevention of the development or spread of blighted areas.
- (d) "Blight elimination, slum clearance and urban renewal project", "redevelopment and urban renewal project", "redevelopment or urban renewal project", "redevelopment project", "urban renewal project" and "project" mean undertakings and activities in a project area for the elimination and for the prevention of the development or spread of slums and blight, and may involve clearance and redevelopment in a project area, or rehabilitation or conservation in a project area, or any combination or part of the undertakings and activities in accordance with a "redevelopment plan", "urban renewal plan", "redevelopment or urban renewal plan", "project area plan" or "redevelopment and urban renewal plan", either one of which means the redevelopment plan of the project area prepared and approved as provided in sub. (6). These undertakings and activities include all of the following:
1. Acquisition of all or a portion of a blighted area.
 2. Demolition and removal of buildings and improvements.
 3. Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the project area the objectives of this section in accordance with the redevelopment plan.
 4. Disposition of any property acquired in the project area, including sale, initial leasing or retention by the authority itself, at its fair value for uses in accordance with the redevelopment plan.

5. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the redevelopment plan.
 6. Acquisition of any other real property in the project area where necessary to eliminate unhealthful, insanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities.
 7. Studying the feasibility of and initial design for an arts incubator, developing and operating an arts incubator, and applying for a grant or loan under s. 41.60 in connection with an arts incubator.
 8. Studying the feasibility of an initial design for a technology-based incubator and developing and operating a technology-based incubator.
- (e) "Bonds" means any bonds, including refunding bonds; notes; interim certificates; certificates of indebtedness; debentures; or other obligations.
- (g) "Local legislative body" means the board of alderpersons, common council, council, commission or other board or body vested by the charter of the city or other law with jurisdiction to enact ordinances or local laws.
- (h) "Project area" means a blighted area which the local legislative body declares to be in need of a blight elimination, slum clearance and urban renewal project.
- (i) "Public body" means the state or any city, county, town, village, town board, commission, authority, district, or any other subdivision or public body of the state.
- (j) "Real property" includes all lands, together with improvements and fixtures, and property of any nature appurtenant to the lands, or used in connection with the lands, and every estate, interest, right and use, legal or equitable, in the lands, including terms for years and liens by way of judgment, mortgage or otherwise.
- (t) "Technology-based incubator" means a facility that provides a new or expanding technically-oriented business with all of the following:
1. Office and laboratory space.
 2. Shared clerical and other support service.
 3. Managerial and technical assistance.
- (3) REDEVELOPMENT AUTHORITY.**
- (a)
1. It is found and declared that a redevelopment authority, functioning within a city in which there exists blighted areas, constitutes a more effective and efficient means for preventing and eliminating blighted areas in the city and preventing the recurrence of blighted areas. Therefore, there is created in every city with a blighted area a redevelopment authority, to be known as the "redevelopment authority of the city of". An authority is created for the purpose of carrying out blight elimination, slum clearance, and urban renewal programs and projects as set forth in this section, together with all powers necessary or incidental to effect adequate and comprehensive blight elimination, slum clearance and urban renewal programs and projects.
 2. An authority may transact business and exercise any of the powers granted to it in this section following the adoption by the local legislative body of a resolution declaring in substance that there exists within the city a need for blight elimination, slum clearance and urban renewal programs and projects.
 3. Upon the adoption of the resolution by the local legislative body by a two-thirds vote of its members present, a certified copy of the resolution shall be transmitted to the mayor or other head of the city government. Upon receiving

4. Economic Development Plan

Local Trends - the Thomas Street Market and Demographic “Profile”

The Thomas Street neighborhood exhibits the market characteristics similar to many older residential areas in Midwestern cities. As a primarily residential area, market conditions follow the economic and social conditions of the housing. Figure 24 depicts some of the typical statistics of the Thomas Street area in comparison to the broader 10-minute and 15-minute drive times. What emerges from the statistics for the broader neighborhood (5-minute drive time) may not be well understood amongst the Wausau community: while there are lower-than-average property

values, **the population is relatively younger due to a larger percentage of the 15-34 age group.** The full Retail Market Profile is available in Appendix E

In addition to demographic features, however, market conditions are also dependent on traffic, visibility and access. The Traffic Analysis and Alternatives section provides the traffic counts, traffic forecasts, and other aspects of the corridor which impact neighborhood value (such as access and views).

The aforementioned gap analysis shows some of the key items derived from standard GIS data (in

| | 0 - 5 minutes | 0 - 10 minutes | 0 - 15 minutes |
|--------------------------------|---------------|----------------|----------------|
| Population Summary | | | |
| 2000 Total Population | 13,021 | 43,747 | 72,521 |
| 2010 Total Population | 12,069 | 43,473 | 75,994 |
| 2013 Total Population | 12,082 | 43,436 | 76,394 |
| 2013 Group Quarters | 434 | 1,056 | 1,371 |
| 2018 Total Population | 12,137 | 43,648 | 77,244 |
| 2013-2018 Annual Rate | 0.09% | 0.10% | 0.22% |
| Median Household Income | | | |
| 2013 | \$32,679 | \$39,355 | \$46,914 |
| 2018 | \$36,542 | \$47,588 | \$57,822 |
| Median Home Value | | | |
| 2013 | \$83,762 | \$108,603 | \$127,599 |
| 2018 | \$88,162 | \$141,462 | \$172,896 |
| Per Capita Income | | | |
| 2013 | \$17,234 | \$23,430 | \$26,390 |
| 2018 | \$19,743 | \$27,821 | \$31,545 |
| Median Age | | | |
| 2010 | 33.2 | 37.7 | 38.5 |
| 2013 | 33.7 | 38.1 | 39.0 |
| 2018 | 34.7 | 38.8 | 39.4 |
| 2013 Population by Age | | | |
| Total | 12,082 | 43,435 | 76,395 |
| 0 - 4 | 7.6% | 6.8% | 6.6% |
| 5 - 9 | 6.8% | 6.1% | 6.3% |
| 10 - 14 | 5.9% | 5.9% | 6.3% |
| 15 - 24 | 15.0% | 13.4% | 12.9% |
| 25 - 34 | 16.7% | 14.3% | 13.2% |
| 35 - 44 | 11.8% | 11.3% | 12.0% |
| 45 - 54 | 12.4% | 13.1% | 14.0% |
| 55 - 64 | 11.1% | 12.7% | 13.2% |
| 65 - 74 | 6.0% | 7.8% | 7.8% |
| 75 - 84 | 4.0% | 5.2% | 4.8% |
| 85 + | 2.6% | 3.4% | 2.8% |
| 18 + | 76.5% | 77.6% | 76.9% |

Figure 24. Thomas Street Retail Market Profile by 5 Minute, 10 Minute, and 15 Minute Drive Time.

this case the ESRI profile) that are typical of most market analyses. This includes data on “leakage” (the degree to which expenditures by local residents “leak” out from the neighborhood to make purchases in other areas and subareas). The results of the leakage analysis are not surprising. Given the relatively low concentration of chain retail stores, most residents drive outside of the neighborhood for retail goods and services. This is true for the city as a whole given the relatively short driving times to commercial corridors.

From a market perspective, the west and east ends of Thomas Street (bordering, respectively, I7th Avenue and the riverfront) provide opportunities for small retail clusters

which could simultaneously (a) add some tax base which would otherwise “leak” out to other communities, and (b) provide some additional retail services to the residential neighborhood which would, in turn, make the neighborhood more attractive and contribute to improved housing values. This recommendation is elaborated subsequently.

The other finding from the ESRI analysis concerns the demographic stereotypes for local areas in terms of the patterns of social subgroups (“tapestry segments”) and their proclivities for retail purchases (Figure 25 and described on the following pages). These subgroups should not be considered as a definitive, fixed description of the area but rather as a general perception of the neighborhood from the perspective of retail chains: the primary users

of ESRI data. In this case, the profile suggests that very modest improvements can be made to attract new retail uses. However, this demographic profile ignores customers who may drive through the neighborhood, along its edges, or who are employed in the area. Consequently, our recommendation is to consider a wider profile of retail options that might suit commuters and employees as well as residents.

None of the standard market analysis methodologies predicted the recession. To many planners, this is no surprise. Standardized statistical models always ignore patterns of social and political trends. Rather, statistical models usually portray conditions that impact markets over the next 6 months to a year, not the longer term evolution of markets that truly impact neighborhood redevelopment. Consequently, a useful neighborhood market must be viewed within the context of larger social and economic trends.

MARKET ANALYSIS - NATIONAL TRENDS

Resurgence of the Traditional Urban Neighborhood Market

The housing stock contains many older units which are often viewed as less attractive than newly built homes. However, older homes also represent a traditional neighborhood pattern which many newly formed families and “next generation” millenials find attractive due not only to the visual character of the community but also to the potential for a



Figure 25. Tapestry Segments for the 5 Minute, 10 Minute, and 15 Minute Drive Time around Thomas Street.

more socially interactive type of area. These types of market conditions do not show themselves in a typical statistical analysis but rather in the pattern of national trends toward smaller homes and multi-family housing.

Such social trends have been recognized by the Urban Land Institute – the primary professional organization of developers in the United States. However, because the revitalization of older housing stock has yet to become a major opportunity for new group investment, it is often overlooked as an economic development initiative. At the same time, the burst of the housing “bubble”, and the associated recession that has swept the country, has created a highly negative branding of neighborhood revitalization. Older homes are associated with foreclosures and upside-down mortgages rather than a major opportunity for reinvestment.

In contrast, **there have been several national trends that imply a resurgence in neighborhood improvement.** For example, there have been major changes in homeowner do-it-yourself (DIY) improvements evidenced in the success of retail chains specializing in home improvement as well as the employment of smaller, individual home improvement contractors.

Also the housing statistics that have shown improvements in this part of the economic sector include both the resale of existing homes and newly-constructed homes. Unfortunately, media attention fails to emphasize the dramatic distinction in these two trends from the standpoint of economic development. That is, the significant increase in resold homes represents a positive trend that needs to be emphasized and enhanced in older urban areas like the Thomas Street corridor. Current housing resales in the Thomas Street area are not experiencing a resurgence. Based on our understanding of economic trends, the issue is not “if” this will occur but “when” and at what level of investment.

Consequently, our recommendations are to focus on highly-intense housing clustered along Thomas Street to create a visible, successful image of new housing in concert with revitalized housing.

Trends toward Multifamily and Mixed Use – the Thomas Street “Bookends”

Social trends which bring greater value to traditional urban communities come in waves at different times. Typically mid-size, Midwestern communities experience these waves later than other places. For example, the wave of newer multi-family rentals for millennials really began in the largest urban centers in the United States after the recession. Incrementally it has impacted smaller cities, usually in downtown areas. More recently this trend has reached traditionally residential neighborhoods outside the urban core, especially along commercial corridors with a potential for retail activity that complements housing.

Based on our understanding of Thomas Street and the surrounding urban fabric of Wausau, this trend is likely to impact the east and west ends of the corridor – namely the area just west of the bridge and the area along 17th Avenue. Both east and west “bookends” offer the potential for smaller mixed-use residential and retail nodes. This type of condition can lead to two types of market opportunities: “vertical” mixed use in which apartment units are located above retail space or “horizontal” mixed use in which housing and retail are located in buildings that are next to each other. The former model – housing over retail – is often preferred as a more contemporary image of urban areas. However, the latter pattern – where two uses are simply located on adjacent sites – is often the easier pattern to implement by allowing investors to minimize risks in two different investment products. That is, a one-story retail building may suit the investment profile of one developer and a two or three story apartment structure might represent a less risky alternative

4. Economic Development Plan

for another developer. Both of these models can be implemented in visually attractive buildings and streetscapes.

The Integration of Industry

Historically, Thomas Street epitomized a full mixed-use neighborhood with industrial and manufacturing uses adjacent to residential, commercial and civic buildings. For many decades, especially during the expansion of suburban industrial parks, the standard practice for new industrial facilities involved isolated areas – with heavy buffers – as segregated as possible from residential uses. This trend was not unlike other suburban trends which segregated each type of housing product (estate housing vs. mid-size lots vs. small single-family lots vs. townhouses vs. multifamily apartments). Retail uses were also fully segregated from residential. The suburban model assumed a negative impact to mixing any types of land uses. During the 1980s, these trends began to reverse themselves, especially in urban areas. Residential uses became mixed and located along street edges. Retail uses were and are now considered desirable on the first floor of condominium apartments. The mixed-use neighborhood has made a full-fledged comeback. Over the next two decades, it can be anticipated that the juxtaposition of industrial buildings nearer to neighborhoods will no longer be considered as a highly negative option. There will, however, be many logistical problems to be solved, especially regarding access, safety, visual screening, and the reevaluation of real nuisances from – versus prejudices against – industrial development. Such solutions can be achieved through careful technical planning.

Along Thomas Street, the existing industrial facilities should be preserved and allowed to flourish. It is conceivable that additional industrial uses may also wish to locate in this area in future decades. For now, however, the key is designing a compatible system of access and landscape such that industrial operations can continue smoothly, and residential values are enhanced rather than harmed. In this

way, negative impacts of industry on residential markets can be avoided, and positive impacts of the tax base from industrial buildings can be continued.

Consequently, our recommendations are to maintain and improve the existing industrial facilities, with special attention given to combining the need for security and control with options for attractive landscaping and edge conditions. A series of smaller green spaces can be located and maintained in a cost-effective manner which enhances the value of both industrial and non-industrial sites. Also it will be critical to facilitate truck traffic in a way which keeps the streets safe but does not do so by reducing the quantity and quality of pedestrian and bicycle movement.

REDEVELOPMENT STRATEGIES FOR THE MARKETPLACE

Investor Communication and Engagement

Offering a statistical analysis of markets and economic conditions is rarely, if ever, an appropriate strategy for attracting investment. Most brokers and retail chains conduct their own analyses and are keenly aware of rental and leasing rates in an area. If rents are too high or there is an insufficient traffic flow, then no volume of statistics can change that reality. Similarly, site visibility (for retail) and neighborhood amenities like schools and parks (for residential) are subjective judgments made by investors on site. Moreover, site constraints (like utilities and access) as well as financial incentives (like TIF subsidies) are specific to each property.

What can be effective, however, is well-designed, web-based communications that allow brokers and investors to get relevant information in a timely manner. There are many pitfalls in this process. Local brokers usually offer information only on the sites they represent which can undersell a neighborhood to investors. Similarly, nationwide internet sites which only show assessed values and offer a photograph of a site do not provide

sufficient depth of knowledge. Accordingly, this Master Plan recommends a tailored form of a “community brokerage” website to advertise properties in the Thomas Street area. This could be combined with ongoing City efforts to attract investors.

In addition to employing web-based communication, the City must continue face-to-face contacts with key developers and investors. As part of this process, the Consultant Team talked with representatives of the property development industry.

Conversations with housing developers revealed where the first redevelopment is likely to occur along a reconstructed Thomas Street: the mixed-use or housing development on the north side of Thomas Street adjacent the west river bank. The parcel size allows for a) the building size needed to accommodate unit square footages and b) surface parking. Surface parking is viewed as the preferred option over structured parking due to the rental rates found in the Wausau market. Structured parking would drive the rental rates too high. As such, larger parcels like that shown in the riverfront area along Thomas Street are likely to develop before any infill residential sites throughout the corridor.

Even so, screening is imperative to the success of redevelopment at that location. Developers commented on the monitoring area just to the west, and how it currently serves as a deterrent to new housing development for numerous reasons. Similarly, the vehicular activity and frequency along an expanded Thomas Street would necessitate careful screening and a larger buffer (i.e. distance) between housing development and the curb. Therefore, the City’s creation of a detailed street design and streetscape plan will provide more security for interested housing developers.

These representatives of the property development industry are the key driving force

behind redevelopment, and as such, discussing the Thomas Street Corridor Master Plan with this group is only the start of what should become a longer-term partnership. It will be essential to continue meeting with these individuals, one on one, to find and initiate the first key redevelopment project. This is not a committee task, nor is it one that should be handled through an RFP. The most successful developers and investors typically do not respond to RFPs (in fact, the developers who do respond are often facing financial challenges and need new opportunities). Consequently, the City should pursue the types of investment projects identified in the next section. Ideally, it would be useful for the City to pursue at least one project in each of these categories.

Suitable Investment Products for Investors

Based on the above analysis, several types of reinvestment products are suitable for Thomas Street. These include:

- A new retail building in a cluster or node at the west end along 17th Avenue,
- A Multi-family apartment structure near the river (which could be combined with retail),
- New townhome-style buildings along the street edge in the middle of Thomas Street,
- Remodeled retail buildings containing existing businesses,
- Remodeled residential buildings,
- Redesigned landscaped areas associated with existing properties and/or civic uses.

All of these opportunities are shown in the 72’/94’ ROW alternative as shown in the Urban Design Plan. It must be emphasized that these reinvestment products are not intended to be started simultaneously. Rather, these represent a set of initial targets which can be evaluated on a one-to-one basis with each property owner. In this way, no owners are told that their property must be redeveloped. Rather, it becomes a question of choice, commitment, and incentives.

4. Economic Development Plan

To initiate these investments, we suggest that City representatives meet with property owners and developers to find likely candidates for redevelopment.

To date, GRAEF has conducted several interviews regarding a variety of investment products. The interviews were oriented to obtain up-to-date market information regarding development options. Interviews focused on the different types of markets for retail, residential, office, and industrial uses.

Incentives for Specific Redevelopment Targets

Property development markets, when unregulated, create sporadic opportunities, usually in areas where there are no obstacles to short-term investments. While a positive return on investment (ROI) for a short-term investment is always a good result for the owner, it is not necessarily the best result for a community where long-term issues are often more impactful. Moreover, the reason why a ROI may be higher can often be due to prior issues and problems which stem from disinvestment, environmental degradation, poorly maintained infrastructure, and other social and economic conditions which are not necessarily due to market forces. Typically, in urban areas requiring redevelopment – like the Thomas Street area – incentives for reinvestment are a natural and rational strategy to rebuild an effective real estate market.

In situations like Thomas Street, however, incentives should not be used indiscriminately. They must be targeted to have a positive, strong impact on the neighborhood – not simply an individual owner receiving an incentive. For example, a good target often requires a highly-visible property investment, along a busy arterial, where the visual impact of the investment will be recognized by the community at large. In addition, such investments should be clustered such that their combined impact

becomes even more emblematic of neighborhood revitalization. Figure 53 in the Urban Design Plan shows several such first target opportunities for Thomas Street in each of the categories of products noted previously:

- New retail building
- Multi-family apartment
- New townhouse
- Remodeled retail
- Remodeled residential
- Redesigned landscaped area

In each case, the largest incentives should be given to the first investors. The first investors often face the greatest uncertainty and therefore have the greatest risk of investment failure. They deserve the highest incentives. For example, the first multi-family apartment structure is riskier than the second or third and therefore should be given the larger incentive.

Incentives should not be predetermined by the City, but should be responsive to the specific needs and circumstances of the redevelopment. Incentives might include support for the following:

- Land acquisition and reduced land cost to investor
- Site preparation costs for parking, foundations, landscape
- Financing reductions or obligations
- Direct financial contributions
- Guarantees of rents

Each investor will have a different set of needs and the City should be highly flexible in providing the type of incentive that will work.

At the same time, these types of public/private partnerships need to be undertaken in a way which is fair to the City. Consequently, the City should develop hypothetical pro formas to determine the reasonableness of the risks and rewards for a project. If necessary, confidential discussions

should be undertaken to review the pro forma and determine the reasonableness of the incentive without publicly divulging proprietary business information. Figures 27 and 28 show the results of some hypothetical pro formas prepared for the types of projects envisioned for Thomas Street.

ACQUISITION - BOTH A REDEVELOPMENT AND A REHABILITATION TOOL

The civic engagement section references that the term “acquisition” has different connotations for Common Council members, City staff, and property owners alike. Some have used the word “acquisition” to describe future road width expansion - and thus demolition. Some have used the word “acquisition” to describe future right-of-way expansion - that is, possible demolition of existing buildings, but for sidewalks, terraces, etc. **Some have employed the word “acquisition” in the same way as this Master Plan: the purchase of property by the City for numerous avenues, which include rehabilitation of an existing building to spur an increase in value.**

The 2004 Thomas Street Corridor Study examined six different design alternatives, mostly from the perspectives of traffic flow and safety. These design alternatives were assigned preliminary cost estimates and acquisition numbers. Figure 31 offers this information and combines it with 1) 2011 TID Plan Amendment #2 expenditure estimates, and 2) preliminary cost opinions for this Master Plan, based on the 72’/94’ ROW Option as outlined in the Urban Design Plan. Additionally, estimated acquisition statistics are provided in Figure 29 for the following:

- The “72’/94’ ROW Option” as outlined in this Master Plan,
- The “94’/94’ ROW Option” as outlined in this Master Plan,
- The “110’ ROW Design” created in 2007, which the Common Council approved as the road

alignment in 2008.

Verbally describing both necessitated and optional acquisitions for the two design alternatives in this Master Plan clearly falls short of illustrating the countless pursuits of both the City and property owners. **To facilitate an informed dialogue on what Thomas Street would look like after buildings are demolished and each roadway alternative is constructed (and redevelopment has NOT YET occurred), the Consultant Team created Figure 30 - Acquisition Considerations for the Thomas Street corridor.** The diagram offers considerations for aforementioned 3 scenarios. For each scenario, the diagram outlines where:

- Full acquisition (with existing buildings) would be needed for right-of-way expansion,
- Full acquisition (with no existing buildings) would be needed for right-of-way expansion,
- Partial acquisition would be needed for right-of-way expansion,
- Full acquisition may be considered to accommodate the highest and best use of future land development.

This diagram is intended to be a primary conversation piece in determining what kind of road design and right-of-way width to pursue. As such, several pages follow with exploded views of the diagram.

The analyses in this Economic Development Plan inform the Urban Design Plan, which depicts conceptual land uses and building orientations based on the Economic Development Plan and the Traffic Analysis and Alternatives. These conceptual land uses and building orientations are primarily designed around the 72’/94’ ROW Option. The Urban Design Plan verbally describes alternative land use and building orientation options which would accommodate alternative market scenarios and a modified right-of-way.

6. Urban Design Plan

HISTORICAL STREET PATTERN

Like many historical urban streets, Thomas Street consists of a series of different segments which represent the variety of social and economic activities of the community. For those who live and work on or nearby the street, the various segments fit together into an integral pattern. Over time, changes in the street should not be considered as a “one-size-fits-all” model but rather as a sequence of activities that reflect the differences while creating a continuous pattern.

At the same time that the differences need to be recognized, the City should support the creation of a “complete” street that includes all critical circulation along with development activities. Critical circulation considerations include the projected increases in vehicular traffic, truck traffic, bicycle movement, pedestrian activity, and related maintenance and service needs. From a development perspective, a complete street should include all the current uses (residential, retail, and industrial) as well as a variety of civic uses integrated visually and environmentally.

The recommendations contained in this section balance all of these competing needs in order to create an overall redevelopment pattern that allows Thomas Street to thrive through and beyond the coming decades.

SEQUENTIAL PLACES

For this study, Thomas Street is evaluated as a series of 6 distinct segments, each with a different character (physical, social, and economic), which can be redeveloped in a way that integrates new structures with existing structures and street improvements. **It must be noted that the 72’/94’ alternative best meets the use types outlined in the Urban Design Plan shown below** due to residual lot sizes and building configurations. The 94’/94’ alternative incorporates varied development scenarios due to limiting residual lot configurations.

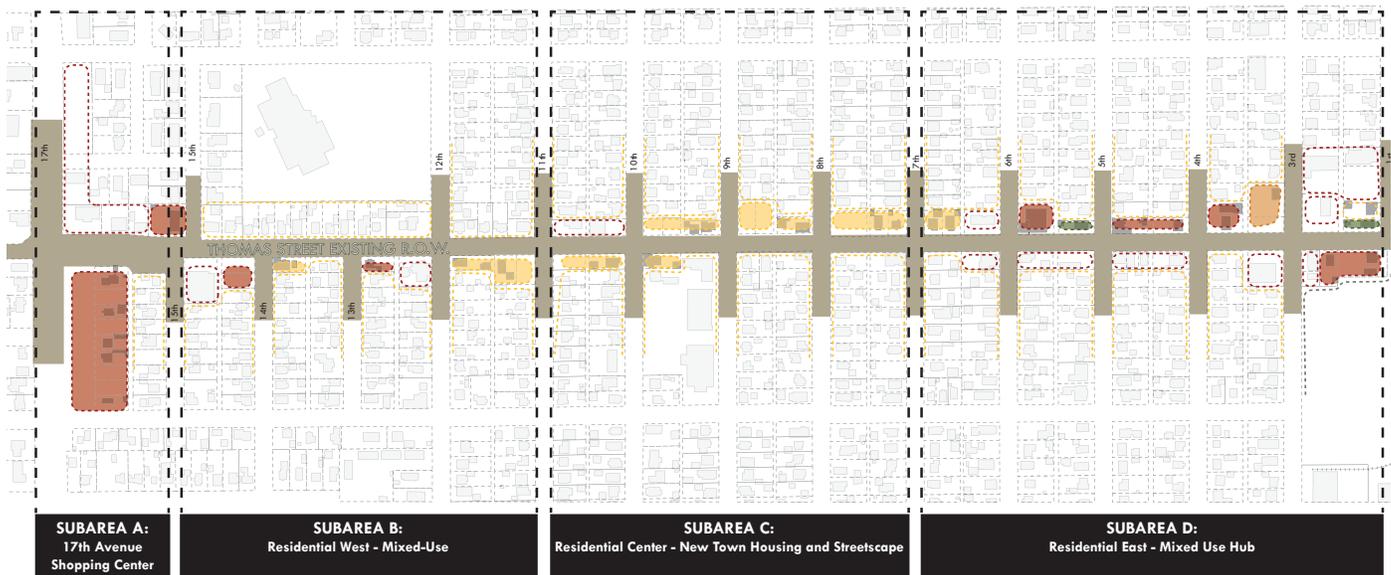
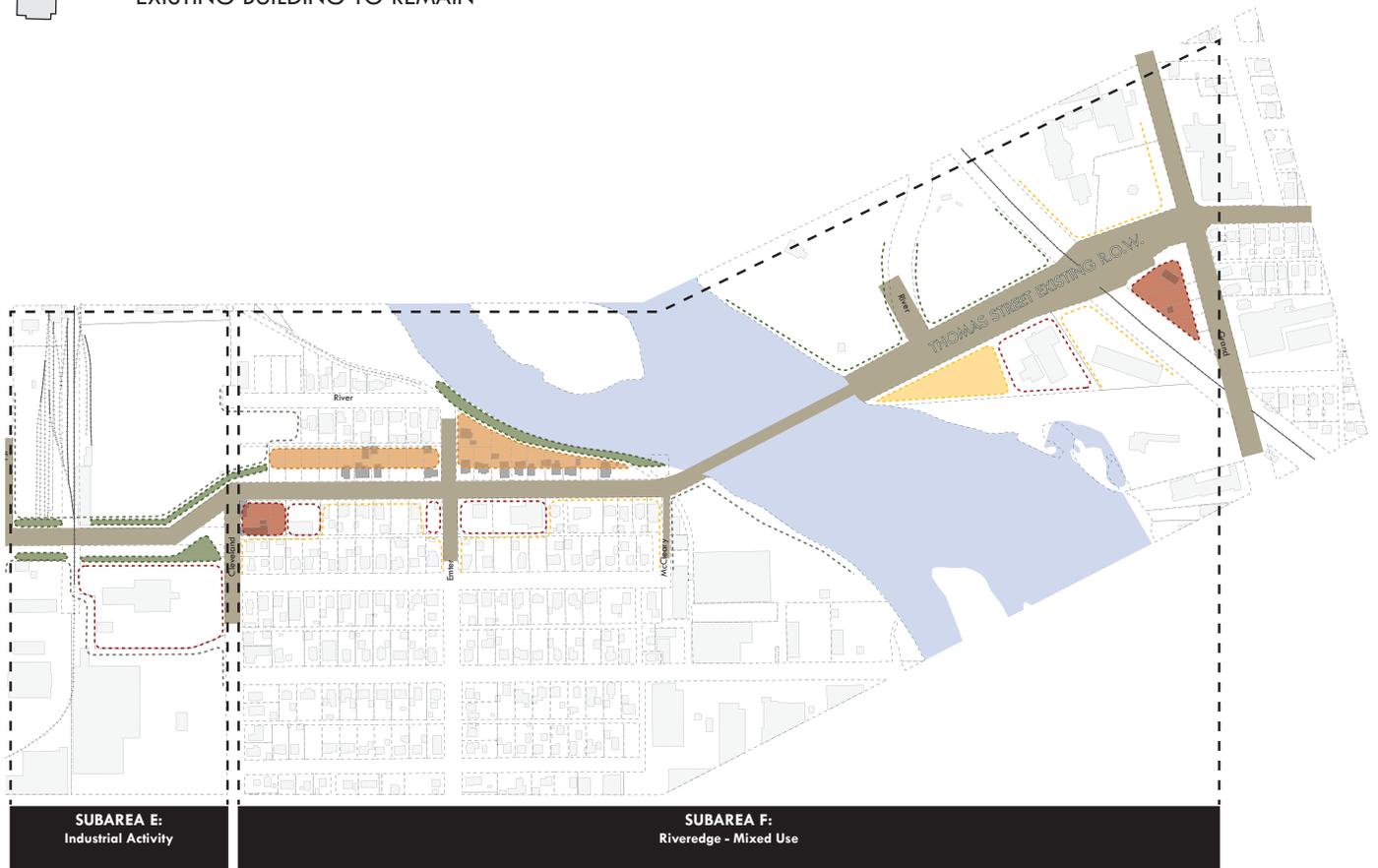


Figure 52. Urban Design Plan

-  EXISTING THOMAS STREET RIGHT-OF-WAY
-  PROPOSED COMMERCIAL
-  EXISTING COMMERCIAL TO REMAIN
-  PROPOSED MIXED-USE RESIDENTIAL
-  PROPOSED RESIDENTIAL
-  EXISTING RESIDENTIAL TO REMAIN
-  PROPOSED GREEN SPACE
-  EXISTING GREEN SPACE
-  EXISTING BUILDING TO BE DEMOLISHED
-  EXISTING BUILDING TO REMAIN



SUBAREA E:
Industrial Activity

SUBAREA F:
Riveredge - Mixed Use

6. Urban Design Plan

17TH AVENUE SHOPPING CENTER

The westernmost segment, near 17th Avenue, has significant potential as a retail node servicing both the neighborhood and the traffic along 17th Avenue. As with all the segments, uses and activities are not seen as exclusionary, but rather inclusionary. That is, while the primary redevelopment suggestions focus on retail, there are also opportunities for integrated improved residential revitalization. The future value and identity of Thomas Street will depend heavily on the ability to create an attractive, appealing character via the buildings, street, and landscape.

As changes occur, it will be essential to minimize the disruption and the negative aspects of “change” that are usually perceived by existing land owners. Multiple options can be considered that respect the uses desired by individual owners. Two options for redevelopment are shown in the figures to the right. Streetscape and landscape can be used to minimize the perception of negative or nuisance outcomes. However, it must be emphasized that any form of redevelopment will lead to higher levels of traffic and activity at this western node.



Figure 53. Urban Design Plan: Subarea A

- EXISTING THOMAS STREET RIGHT-OF-WAY
- PROPOSED COMMERCIAL
- EXISTING COMMERCIAL TO REMAIN
- PROPOSED MIXED-USE RESIDENTIAL
- PROPOSED RESIDENTIAL
- EXISTING RESIDENTIAL TO REMAIN
- PROPOSED GREEN SPACE
- EXISTING GREEN SPACE



Figure 54. 72'194' ROW Option (C) COMMERCIAL



Figure 55. 94'194' ROW Option (C) COMMERCIAL

6. Urban Design Plan

RESIDENTIAL WEST - MIXED USE

There are three, primarily residential segments in the urban design plan. The western section does include some mixed uses which should be allowed to remain, especially to the extent that the business owners and operators wish to improve the property. The plan envisions incremental improvements to the street and to the private properties along the street. This should be incentivized with grants and loans to property owners who are reinvesting in their property. In some cases, owners who wish to sell their property to the City should be given such opportunities if their land can be effectively combined with other properties to create higher value redevelopment opportunities.

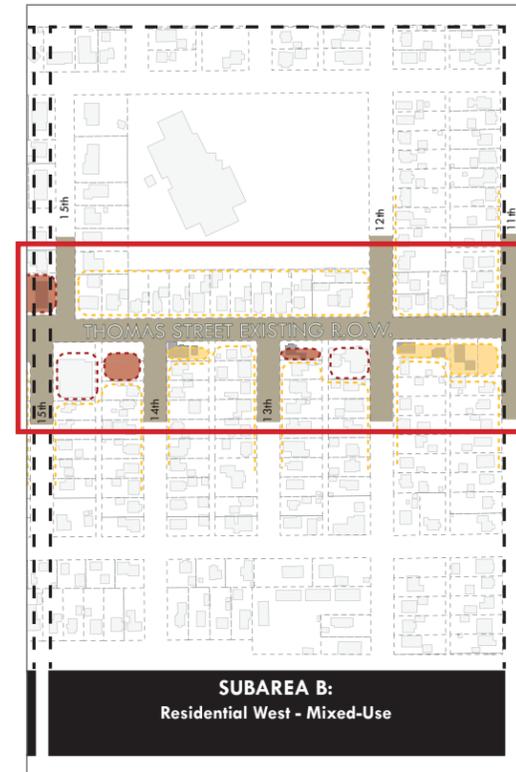


Figure 56. Urban Design Plan: Subarea B

- EXISTING THOMAS STREET RIGHT-OF-WAY
- PROPOSED COMMERCIAL
- EXISTING COMMERCIAL TO REMAIN
- PROPOSED MIXED-USE RESIDENTIAL
- PROPOSED RESIDENTIAL
- EXISTING RESIDENTIAL TO REMAIN
- PROPOSED GREEN SPACE
- EXISTING GREEN SPACE



Figure 57. 72'194' ROW Option

- C COMMERCIAL
- H HOUSING



Figure 58. 94'194' ROW Option

- C COMMERCIAL
- H HOUSING



6. Urban Design Plan

RESIDENTIAL CENTER – NEW TOWN HOUSING AND STREETScape

The central residential segment is envisioned as almost exclusively residential in nature. Improved central median landscaping and property acquisitions along the edge can create opportunities for new townhouses and attractive residential buildings. Here too, the plan envisions incremental improvements to the street and to the private properties along the street. This should be incentivized with grants and loans to property owners who are reinvesting in their property. In some cases, owners who wish to sell their property to the City should be given such opportunities if their land can be effectively combined with other properties to create higher value redevelopment opportunities.



Figure 59. Urban Design Plan: Subarea C

- EXISTING THOMAS STREET RIGHT-OF-WAY
- PROPOSED COMMERCIAL
- EXISTING COMMERCIAL TO REMAIN
- PROPOSED MIXED-USE RESIDENTIAL
- PROPOSED RESIDENTIAL
- EXISTING RESIDENTIAL TO REMAIN
- PROPOSED GREEN SPACE
- EXISTING GREEN SPACE



Figure 60. 72'194' ROW Option

(C) COMMERCIAL (H) HOUSING



Figure 61. 94'194' ROW Option

(C) COMMERCIAL (H) HOUSING

6. Urban Design Plan

RESIDENTIAL EAST - MIXED USE HUB

The eastern residential segment contains much stronger opportunities for mixed uses. That is, several of the sites might lend themselves to commercial activity in concert with residential uses especially as this segment nears the industrial area. Here too, the plan envisions incremental improvements to the street and to the private properties along the street. This should be incentivized with grants and loans to property owners who are reinvesting in their property. In some cases, owners who wish to sell their property to the City should be given such opportunities if their land can be effectively combined with other properties to create higher value redevelopment opportunities.

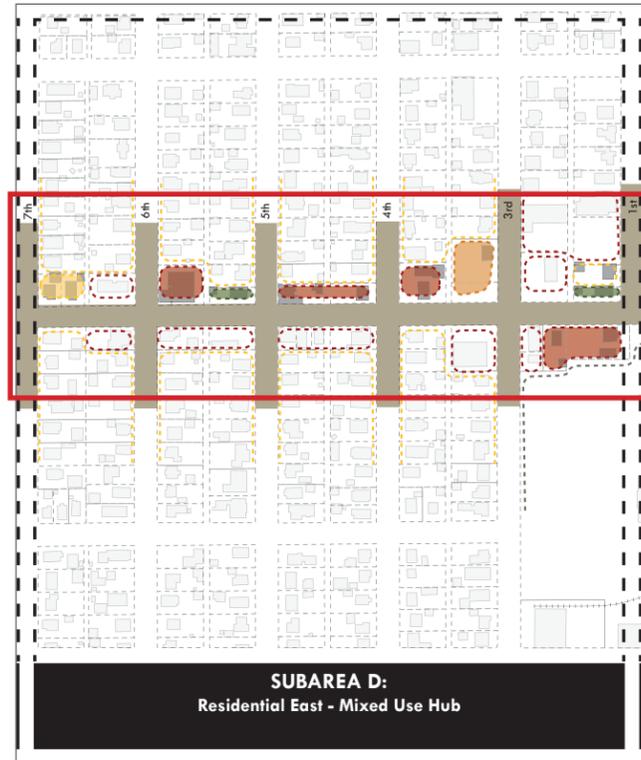


Figure 62. Urban Design Plan: Subarea D

- EXISTING THOMAS STREET RIGHT-OF-WAY
- PROPOSED COMMERCIAL
- ⋯ EXISTING COMMERCIAL TO REMAIN
- PROPOSED MIXED-USE RESIDENTIAL
- PROPOSED RESIDENTIAL
- ⋯ EXISTING RESIDENTIAL TO REMAIN
- PROPOSED GREEN SPACE
- ⋯ EXISTING GREEN SPACE



Figure 63. 72'194' ROW Option (C) COMMERCIAL (H) HOUSING (M) MIXED-USE



Figure 64. 94'194' ROW Option (C) COMMERCIAL (H) HOUSING (M) MIXED-USE



6. Urban Design Plan

INDUSTRIAL ACTIVITY

The uses proposed for the industrial area remain unchanged. The existing businesses represent a valuable economic asset providing jobs and tax base. Consequently the primary urban design strategy is focused on (a) providing appropriate and safe access to the businesses and (b) creating attractive and secure streetscape boundaries that make the experience of moving along the business boundaries a positive experience. This needs to be designed to work for pedestrian, bicyclists, and drivers. As with the other segments there are some locations where significant improvements are possible with regard to landscape and environmental features.

NOTE: Both the 72'/94' ROW alternative and 94'/94' ROW alternative are identical in both street layout and build-out options for this subarea.

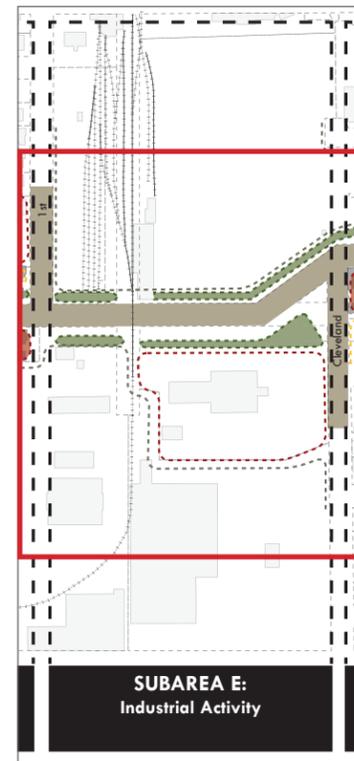


Figure 65. Urban Design Plan: Subarea E

- EXISTING THOMAS STREET RIGHT-OF-WAY
- - - PROPOSED COMMERCIAL
- · - · - EXISTING COMMERCIAL TO REMAIN
- · - · - PROPOSED MIXED-USE RESIDENTIAL
- · - · - PROPOSED RESIDENTIAL
- · - · - EXISTING RESIDENTIAL TO REMAIN
- · - · - PROPOSED GREEN SPACE
- · - · - EXISTING GREEN SPACE

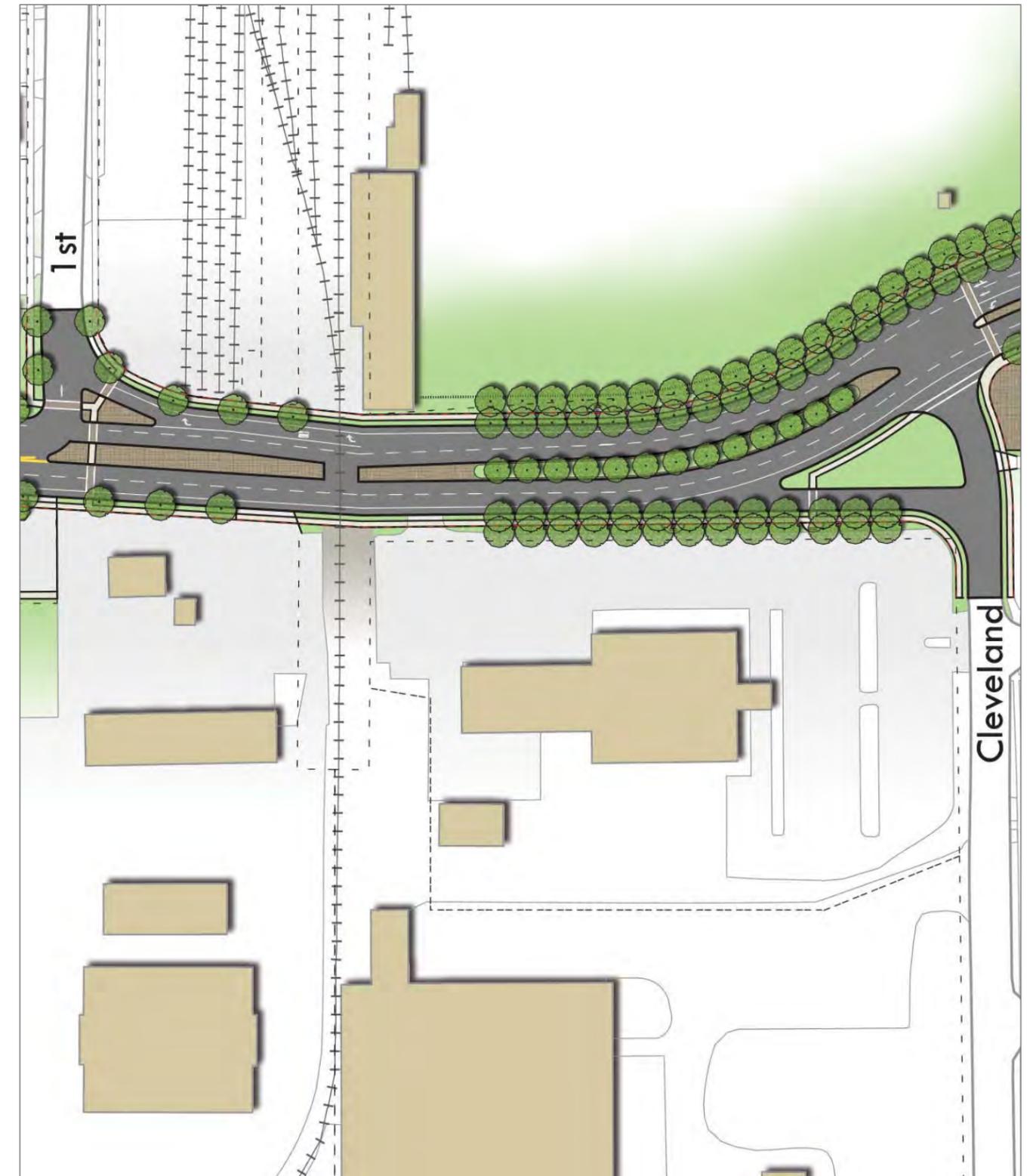


Figure 66. 72'194' & 94'194' ROW Option



Figure 67. Seating areas within landscaped area.



Figure 68. Existing visual appearance at industrial sites. Source: Pictometry.

6. Urban Design Plan

RIVEREDGE – MIXED USE

Both edges of the river represent the highest value potential. The west edge presents high value for mixed use buildings, specifically modest, ground-level retail with upper-story residential. The east edge presents high value in new retail and new multi-family residential buildings. The area serves as the gateway to Thomas Street from Grand Avenue, and offers notable views of Rib Mountain when traveling from west to east. That is, the amenity of the river can be used to drive higher value investment opportunities, especially for multi-family units. As with the western retail shopping node on 17th Avenue, the future value and identity of Thomas Street will depend heavily on the ability to create an attractive, appealing character via the buildings, street, and landscape.

-  EXISTING THOMAS STREET RIGHT-OF-WAY
-  PROPOSED COMMERCIAL
-  EXISTING COMMERCIAL TO REMAIN
-  PROPOSED MIXED-USE RESIDENTIAL
-  PROPOSED RESIDENTIAL
-  EXISTING RESIDENTIAL TO REMAIN
-  PROPOSED GREEN SPACE
-  EXISTING GREEN SPACE

NOTE: Both the 72'/94' ROW alternative and 94'/94' ROW alternative are identical in both street layout and build-out options for this subarea.

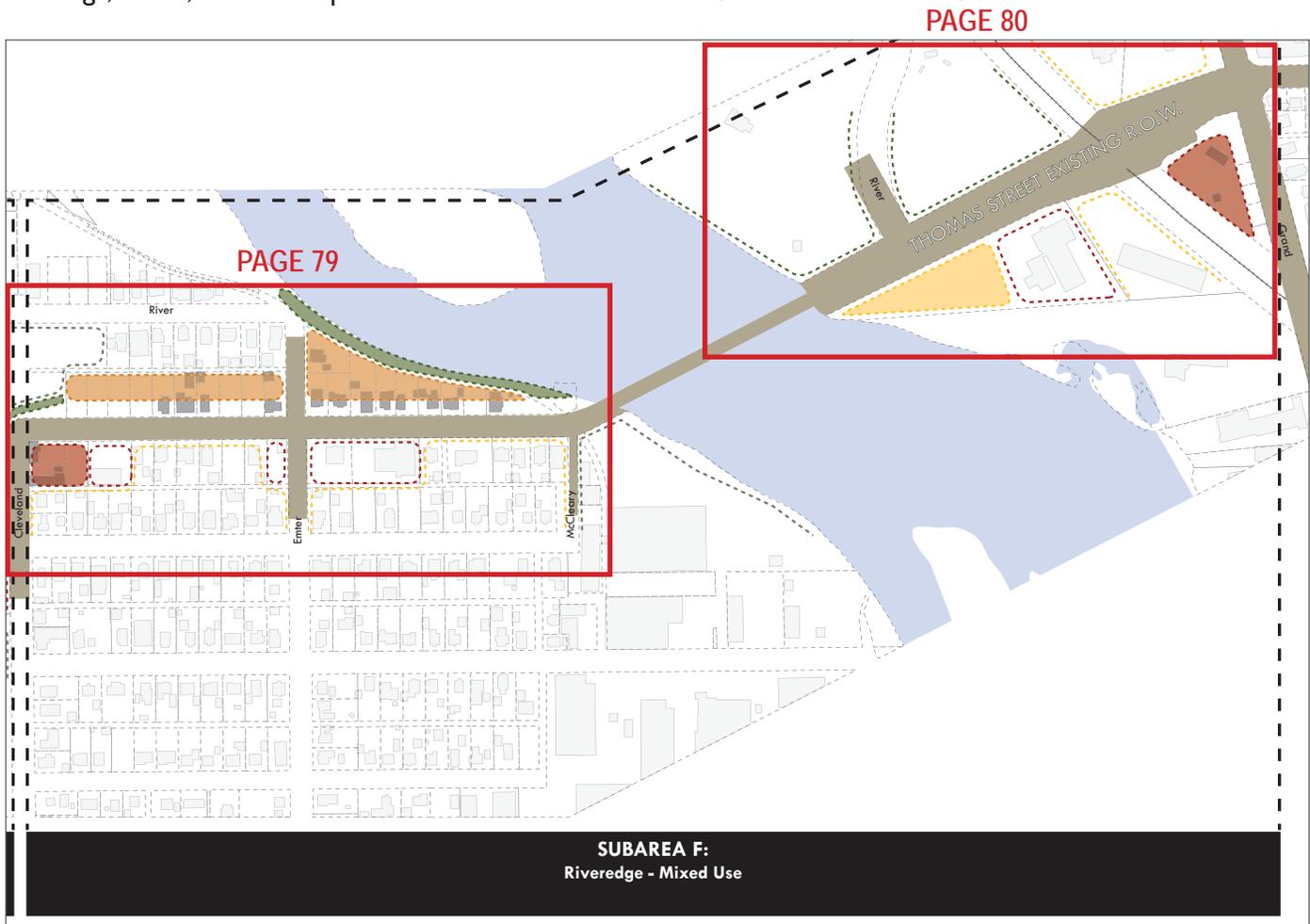


Figure 69. Urban Design Plan: Subarea F



Figure 70. 72'194' & 94'194' ROW Option

(C) COMMERCIAL (H) HOUSING (M) MIXED-USE

businesses, and residents who raise substantial inquiries about the details of the project. In comparable circumstances, the following questions often arise:

- ✘ How will property be acquired?
- ✘ What is the purchase price for my property?
- ✘ What are the options?
- ✘ What is the schedule for decisions and what are the deadlines?
- ✘ How land will be appraised?
- ✘ What happens to property if it is not acquired?
- ✘ If property is acquired, does that equate to demolition and redevelopment?
- ✘ If property is not acquired, what are the options and support for maintenance, remodeling, and physical improvements?
- ✘ What new development might occur?
- ✘ If I am not moving, what will happen to the nearby property?

These questions represent the legitimate concerns of neighborhood residents. Not all answers will be clear at the outset. The City should establish an open communications process in which answers are provided as directly as possible. For those issues where answers are not immediately known, residents should be told how issues and questions will unfold.

As this implementation process unfolds, questions will continue to emerge. For example, when street construction begins, there will likely be questions about access to businesses, homes, parking, alternative vehicle / pedestrian / bicycle routes, and environmental impacts. When new development is proposed, there will likely be questions regarding the appearance and design of new buildings.

One of the best ways to maintain a constant flow of communication is to establish a website – and supporting print materials – for the Thomas Street project that is updated in a reliable, timely, and consistent manner. If local residents and businesses learn to view this website as a source of reliable

information, then future communications will ensure an avoidance of misinformation.

Identify Properties, Expected Uses, Partial and Full Takings, Disposition Options

One of the key outcomes of this study is to reduce the major uncertainties regarding land acquisition. **It must be first understood that acquisition does not equal demolition.** The City can facilitate acquisition for other purposes. This study considers acquisition of property for four basic reasons:

1. Necessary for construction of roadway concepts,
2. Potentially useful for non-roadway redevelopment,
3. Contributing, through the revitalization of property and existing structures, to the overall value of the corridor,
4. Fairness to those property owners who were promised acquisition, those who desired acquisition, and those have been left in limbo for many years.

Several types of acquisition are included in these recommendations. Many properties fall into more than one category. In addition, some who wanted acquisition originally may no longer have the same desire (and vice-versa). Consequently, to be fair and effective, the following policies are recommended for adoption to address property acquisition decisions:

- **The City should acquire those properties necessary for the chosen road construction design.**
- **For properties not designated for acquisition as part of Policy #1, the City should offer acquisition to owners, on an optional basis, of properties needed for**

7. Recommendations and Implementation

redevelopment or revitalization of the surrounding area.

- For properties not designated for acquisition as part of Policy #1 or #2, the City may consider acquiring properties needed for the contingency four-lane construction.
- For properties not designated for acquisition as part of Policy #1, #2, or #3, the City may offer acquisition to property owners, on an optional basis, for those properties which were both (a) previously identified for acquisition as part of the 110' right-of-way and (b) documented as having such an understanding in past dealings with the City.
- For the purposes of cost comparison and evaluation, the City should estimate acquisition costs and traffic service for a street design that fits a 60'/94' ROW, which would allow for fewer acquisitions and a lower level of service.

These recommendations, and properties that correspond to each recommendation, are shown in Figure 30.

Property Owner Meetings and Discussions

As the communication process continues, one of the most important issues impacting the neighborhood will be the detailed process for property appraisal and land acquisition. The City should address questions of those whose property might be acquired by hosting community meetings. It will be necessary to explain the details of the redevelopment, appraisal, and acquisition process. Typically, property owners are concerned with the precise methods whereby property values are determined. **To ensure the most effective dialogue, both the City and property owners must recognize that each party shares the same goal – that is, each party wants to see the highest and best value arise from**

physically modifying the Thomas Street corridor.

Owners who wish to invest in the Thomas Street corridor by remaining, and those whose properties are not acquired, will likely have questions about construction details, access, and future land value. Moreover, if the street reconstruction project is combined with redevelopment opportunities inclusive of building rehabilitation, then property owners will be interested in how such projects can be financed, e.g. loans and grants. The best way to handle this need for information is for the City to facilitate direct one-on-one conversations with each type of stakeholder.

Revise the Plan as Needed

Once the meetings are complete, the appropriate City committees should review the results. Subsequently, the City can amend the plan and recommendations accordingly.

STEP 3A: DEVELOP GENERAL COST OPINIONS

Although accurate costs will not be available until the plans, specifications, and estimates (PS&E) are developed, the City should gather a set of cost opinions at this stage, as it offers a valuable policy-making tool. This step is critical since costs are complex relative to different acquisition options, potential redevelopment value, and estimated level of service. As part of the policy analysis, cost opinions should also integrate TIF estimates for new value and pay outs.

STEP 3B: INITIATE INVESTMENT IN REDEVELOPMENT

Investments by private parties in redevelopment should start in tandem with Step 3C. One of the most efficient times to change vehicular access and streetscape for redevelopment projects is in tandem with any major reconstruction of Thomas Street. Additionally, once Thomas Street is reconstructed, additional reconstruction that

occurs on private property abutting Thomas Street may require modifications to street components that have just been built. While this is often an inevitable occurrence, it typically appears wasteful to persons who have not experienced the process previously. At best, it may seem less than efficient to the general public. Consequently, this report recommends that the City begin seeking investment just prior to the construction process.

As new investors are approached, they will be most concerned with the City's commitment to the reconstruction of Thomas Street and the redevelopment process. Consequently, it is essential to establish a high level of confidence by demonstrating a commitment to Step 3C and, at the same time, provide funding to needed subsidies through the TIF process and other programs.

Revitalization of Existing Buildings

The Redevelopment Plan must include both opportunities for new construction as well as opportunities for the reuse and revitalization of existing buildings. The official Redevelopment Plan should not be perceived as “replacing” the existing fabric of buildings and activities, but rather as expanding and enhancing those conditions. More specifically, the investment process should offer loans and/or grants to both residential and commercial property owners who wish to improve their current buildings in accordance with the Redevelopment Plan. This might include basic repairs to key components of a structure – especially those that require preventive maintenance for the long term integrity of the building (e.g., roofs and mechanical systems).

Revitalization must also emphasize those features which will govern the perceived value of the buildings such as new landscape features, painting, exterior improvements, and related features. In many cases, such simple, lower cost, exterior improvements represent the “low-lying fruit” that can be modified quickly and change the perception

(and inherent economic value) of the street. Typically, this increase in perceived value is most likely if exterior repairs can be focused or clustered around a specific intersection or along several structures on a block face. Historically Thomas Street, like many other streets in Wausau, offered an attractive image of a residential neighborhood with modest homes that are visually appealing. While much of the neighborhood retains this character today, there are some places abutting the street which detract from its appearance and where visual improvements would make a significant difference in the overall perceived quality.

Reuse of Existing Buildings

Along with revitalization of structures, **the reuse of structures must be considered.** The reuse of buildings includes a change in the current activity in the building. For example, a residential structure might be converted to office or commercial service. Similarly, a second floor residential use might be added or replaced. The City must demonstrate a clear commitment to improving the business and economic vibrancy supported by existing buildings. The goal is to help business operators (including residential property managers) make their business more successful and sustainable. The form of financial assistance will vary depending upon whether the business operator is also the property owner, or whether business space is leased to the operator. An often overlooked value of reusing buildings is the impact of this reuse on investors of new construction. When investors are interested in an entirely new project, they often examine the value of the surrounding properties as part of their overall “risk” assessment. If, in fact, they see a clear demonstration of revitalization and reuse in the neighborhood – as demonstrated by both the City and existing owners – they will have more confidence in the effort. Investor confidence translates to a lower risk assessment and an increased commitment/investment to the project.



**MASTER SERVICES AGREEMENT
TASK ORDER NO. 6.4**

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CITY OF WAUSAU

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: January 23, 2015

This TASK ORDER is issued under the **MASTER SERVICES AGREEMENT** (dated August 31, 2012) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and the CITY OF WAUSAU ("CLIENT"). This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Allen Wesolowski, PE, Project Manager

SERVICES:

STANTEC shall perform the following SERVICES:

Provide professional design services related to the Riverfront Brownfield Redevelopment Area. Additional detail is provided below:

1) STREAM & BRIDGE

Final Grading, Capstone and Railing on Bridge and Water Feature Start up

Closeout of James Peterson Contract; bridge capstone and railing placement on the bridge and startup of Water Fall Feature

\$2,500

2) LANDSCAPING (Bid Package A)

East Landscaping Design & Specification

Stantec will complete a landscape plan for the Triangle Area immediately East of the First Street Bridge this will include a small trail segment approximately 300' in length to reconnect to the existing trail. This plan will include Trail lighting along this trail section. The final deliverable will be a landscape, Trail and Lighting plan with special provisions for bidding.

Enhanced First Street and RR Landscaping

Stantec will provide a final landscape plan for the First Street with special emphasis on the R-O-W along the RR Corridor and the parking lot adjacent to the Roadway. The plan is to create a landscaped environment that fits into the theme for redevelopment of this corridor.

Landscape & Lighting Bidding

This bid package will include the landscape plan for the waterway channel, East landscape area and the First Street Corridor. We will assist the City in bidding the Landscape Package.

Landscape & Lighting Construction

Stantec will provide construction administration for the project including shop drawing review, pay reviews and recommendations and 2 site visits to confirm installations have been installed properly.

\$21,150

3) FIRST STREET EXTENSION & AREA NORTH OF POST OFFICE BUILDING EXCLUDING THE SHORELINE (Bid Package B)**Parking Lot Design & Specification (includes Landscaping & Lighting)**

Stantec will provide the design of the parking lot planned to be placed between the WOW Building & First Street. Stantec will work with the City to complete a 60% parking lot design such that all stakeholders can approve, prior to Final design. The final design will include a parking lot plan and layout, stormwater features will be designed as recommended in our stormwater plan, lighting and landscaping details. This bid package B also includes First Street plans & special provisions.

Construction – Parking Lot

Stantec will provide construction administration for the project including shop drawing review, pay review and recommendations and 1 site visit to confirm installation has been installed properly.

\$20,150**4) SHORELINE TREATMENTS (Bid Package C)****60% Design Package**

Stantec will complete a Design Development Plan Set for review by the City. The design development plan set will be based upon a base survey plan provided by the City. The intent is to provide a plan with cross sections & planting scheme for the City to recommend & approve in order to move to the permit & 100% design stage.

Permitting

Upon approval by the City of the 60% Design development plans Stantec will engage the WDNR & prepare permit submittal documents. In preliminary discussions with the WDNR we will be submitting an individual permit application with supporting documents.

100% Design Package

Stantec will complete construction documents for the Shoreline including, cross sections plant types, erosion control details & cost estimate. Deliverable is a set of plans & special provisions for Bidding. The City will complete the project manual and will bid the project on Quest.

Bidding

Bid Package C will include 3 project elements, the Shoreline Treatments, the Wharf & the Riverfront Trail & Pedestrian Bridge. We will assist the City in bidding Package C.

Construction

Stantec will provide construction administration for the project including shop drawing review, pay review and recommendation and 2 site visits to confirm installation has been installed properly.

\$48,000**5) WHARF (Bidding Package C)****60% Design Package**

Based on the concept wharf plan previously approved by the City, Stantec will complete a 60% design of the permanent wharf structure & landscaping design amenities. We will also include a grading & access plan to the Trail planned along the River frontage. Geotechnical work is anticipated to be two soil borings to be completed by the City.

Permitting

Based on early discussions with the WDNR the wharf will require an individual permit. We intend to show future pier extensions by the City in the permit submittal. Stantec will complete an individual permit application with supporting documents and submit to the WDNR for approval.

100% Design Package

Prepare a set of plans & special provisions to be included in the bid package along with the shoreline treatments & Trail element. The 100% design package will also include a lighting element for lighting the landscape features.

Bidding

Bid Package C will include 3 project elements, the Shoreline Treatments, the Wharf & the Riverfront Trail & Pedestrian Bridge. The City will complete a project manual and will bid

the project in Quest. Stantec will assist the City in bidding Package C.

Construction

Stantec will provide construction administration for the project including shop drawing review, pay review and recommendations and 2 site visits to confirm installation has been installed properly.

\$47,200**6) BIKE TRAIL AND PED BRIDGE - ONLY WITHIN 50' OF THE WI RIVER (Bid Package C)****Preliminary Design**

Stantec will provide the City a 30% design plan identifying the Trail alignment & pedestrian Bridge location. This plan will be based upon a base plan provided with survey data from the City. We will also identify bridge options for the City to consider. City will provide 2 geotechnical borings at Bridge abutment location.

60% Design Package

Stantec will build on the Trail Alignment & preliminary Bridge plan & complete design development drawings for the Trail from the existing Trail at the South Segment end to Bridge Street to the North. We will include lighting details & landscape amenities along the route for City review.

Permitting

We have identified a individual permit will be required for the installation of the Pedestrian bridge. We will submit to the WDNR on IP permit application for the Bridge & Trail.

100% Design Package

The final Trail plan will include construction document plans & special provisions for the Trail, Pedestrian Bridge, Trail Lighting & Landscape amenities.

Bidding

Bid Package C will include 3 project elements, the Shoreline Treatments, the Wharf & the Riverfront Trail & Pedestrian Bridge. Stantec will assist the City in bidding Package C.

Construction

Stantec will provide construction administration for the project including shop drawing review, pay review and recommendations and 2 site visits to confirm installation has been installed properly.

\$41,700**7) RIVERBANK AREA REMEDIATION**

Stantec will provide professional services required for remedial activities associated with shoreline treatments, wharf, pedestrian trail and bridge construction and the proposed Wausau on the Water ("WOW") redevelopment site. Remedial activities are anticipated to include excavation and off-site disposal of soil in select areas, capping of remaining impacted soil, and cap maintenance. In addition to the engineering design elements, the Wisconsin Department of Natural Resources (WDNR) will require formal remedial action plans, remedial documentation reports and closure documents for each property/Bureau of Remediation and Redevelopment Tracking System (BRRTS) case number (Former Hammerblow, MCDEVCO, US Post Office and Cloverbelt properties). Environmental services will also be required for landfill coordination, assistance with development of special provisions related to environmental activities, on-site oversight and documentation for select activities. These tasks and estimated costs include:

Pre-design Sampling (4 properties)

Collection and laboratory analysis of additional samples as required by the landfill and WDNR for waste characterization/landfill approval, hot spot delineation, etc.

Remedial Action Plans (4 properties)

Development of required remedial action options analysis and remedial action plan for each property and address any WDNR review comments. This task will also include assistance with development of special provisions related to environmental activities required for bid documents.

Environmental Oversight (10 hours per week for 5 months)

Provide estimated 10 hours per week of environmental oversight and coordination including limited site visits for 5 months during site construction activities.

Confirmatory Sampling (4 properties)

Provide confirmatory sampling and laboratory analysis as required to document remedial activities.

Remedial Documentation Reports (4 properties)

Prepare required remedial documentation reports for each property for WDNR review.

WDNR Closure Documents (4 BRTS Cases)

Prepare closure documents including Cap Maintenance Plans, Case Closure Requests and Geographic Information System (GIS) Registry of Closed Remediation Sites packages for each property.

\$83,832

TOTAL ESTIMATED LABOR \$264,532

8) ENVIRONMENTAL DIRECT COSTS

Pre-design Sampling Geoprobe
 Pre-design Laboratory – 10 samples
 Pre-design Laboratory – landfill samples
 WDNR Review Fees
 Confirmatory Sampling – Geoprobe
 Conformatory Laboratory Samples

ESTIMATED DIRECT COSTS \$21,450

9) REIMBURSABLE EXPENSES

ESTIMATED EXPENSES \$7,500

CONTRACT TIME: Commencement Date: January 23, 2015

Estimated Completion Date: December 18, 2015

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

The work will be performed on a time and material basis not to exceed **\$293,482.00**. Further detail is provided on the attached cost table and schedule. The work will be performed per Stantec's billing rate table provided in the the MSA & as updated annually. Stantec will not exceed the authorized amount without prior written approval.



**MASTER SERVICES AGREEMENT
TASK ORDER NO. 6.4**

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

**ADDITIONAL
ATTACHMENTS:**

The additional conditions as outlined in the original MSA and Task Order No. 1 apply.

The following additional attachments shall be read in conjunction with and constitute part of this Task Order:

None.

**INSURANCE
REQUIREMENTS:**

As provided in the original MSA and Task Order No. 1.

CITY OF WAUSAU

STANTEC CONSULTING SERVICES INC.

Print Name and Title

Rick Binder, Associate

CITY OF WAUSAU

STANTEC CONSULTING SERVICES INC.

Print Name and Title

Rick Schmidt, Senior Associate

| Project Component | Activity | Stantec Personnel | | | | | | | | | | | | | Hours | Labor |
|--|--|----------------------------|--------------|-------------|--------------|-------------|--------------|--------------|--------------|-------------|---------|--------------|--------------------|------------|--------------|-------|
| | | 2015 Corporate Hourly Rate | | | | | | | | | | | | | | |
| | | ARS | RJK | LKC | GAR | JAD | BSL | RJB | AJR | EJM | SMK | PJC | MEK | | | |
| | | \$198 | \$145 | \$69 | \$125 | \$111 | \$132 | \$145 | \$103 | \$111 | \$169 | \$145 | \$139 | | | |
| Stream & Bridge | Final Grading, capstone and railing on Bridge and Water Feature start up | 12 | | 2 | | | | | | | | | | 14 | \$2,514.00 | |
| SUBTOTAL HOURS | | 12 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | | |
| SUBTOTAL COSTS | | \$ 2,376 | \$ 0 | \$ 138 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | | \$2,514.00 | |
| RR Easement & Pedestrian Crossing | RR Pedestrian Crossing Plan | 6 | | | | | | | | 24 | | | 5 | 35 | \$4,547.00 | |
| | RR Easement | 2 | | | | | | | | 16 | | | 4 | 22 | \$2,728.00 | |
| | RR Crossing Documentation & Submittals | 12 | 26 | 16 | | | | | 40 | | | | 8 | 102 | \$12,482.00 | |
| | Coordination & Management | 12 | | 7 | | | | | | | | | 12 | 31 | \$4,527.00 | |
| | Contested Case Hearing | | | | | | | | | | | | | 0 | \$0.00 | |
| SUBTOTAL HOURS | | 32 | 26 | 23 | 0 | 0 | 0 | 0 | 40 | 40 | 0 | 0 | 29 | 190 | | |
| SUBTOTAL COSTS | | \$ 6,336.00 | \$ 3,780.00 | \$ 1,587.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$4,120.00 | \$4,440.00 | \$0.00 | \$0.00 | \$4,031.00 | | \$20,514.00 | |
| Landscaping | East Landscaping Design & Specification | 4 | | 4 | 30 | | | | 8 | 12 | | | 2 | 62 | \$7,516.00 | |
| | Enhanced First Street and RR Landscaping | 2 | | 2 | 40 | | | | | 20 | | | | 64 | \$7,754.00 | |
| | Landscape & Lighting Bidding | 2 | | 2 | 4 | | | | | | | | | 8 | \$1,034.00 | |
| | Landscape & Lighting Construction | 4 | | 4 | 28 | | | | | | | | 2 | 38 | \$4,846.00 | |
| | SUBTOTAL HOURS | | 12 | 0 | 12 | 102 | 0 | 2 | 0 | 8 | 32 | 0 | 0 | 4 | 172 | |
| SUBTOTAL COSTS | | \$ 2,376.00 | \$ 0.00 | \$ 828.00 | \$ 12,750.00 | \$ 0.00 | \$ 264.00 | \$ 0.00 | \$ 824.00 | \$ 3,552.00 | \$ 0.00 | \$ 0.00 | \$ 556.00 | | \$21,150.00 | |
| First Street extension & area north of Post Office bldg excluding the shoreline | Parking Lot Design & Specification (Includes Landscaping & Lighting) | 8 | | | 35 | 40 | | | 50 | 10 | | | | 143 | \$16,659.00 | |
| | Construction - Parking Lot | 8 | | 6 | 6 | 6 | | | | | | | | 26 | \$3,414.00 | |
| | SUBTOTAL HOURS | | 16 | 0 | 6 | 41 | 46 | 0 | 0 | 50 | 10 | 0 | 0 | 0 | 169 | |
| SUBTOTAL COSTS | | \$ 3,168.00 | \$ 0.00 | \$ 414.00 | \$ 5,125.00 | \$ 5,106.00 | \$ 0.00 | \$ 0.00 | \$ 5,150.00 | \$ 1,110.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | | \$20,073.00 | |
| Shoreline Treatments | 60% Design Package | 10 | 24 | 6 | 16 | | | 18 | 30 | | | | 2 | 106 | \$13,618.00 | |
| | Permitting | 1 | 6 | | 2 | | | 40 | 16 | | | | 2 | 67 | \$8,524.00 | |
| | 100% Design Package | 10 | 24 | 14 | 40 | | | 32 | 40 | | | | 8 | 168 | \$20,882.00 | |
| | Bidding | 2 | | 2 | | | | | | | | | | 4 | \$534.00 | |
| | Construction | 8 | 6 | 3 | 6 | | | 6 | | | | | 2 | 31 | \$4,481.00 | |
| SUBTOTAL HOURS | | 31 | 60 | 25 | 64 | 0 | 96 | 0 | 86 | 0 | 0 | 0 | 14 | 376 | | |
| SUBTOTAL COSTS | | \$ 6,138.00 | \$ 8,700.00 | \$ 1,725.00 | \$ 8,000.00 | \$ 0.00 | \$ 12,672.00 | \$ 0.00 | \$ 8,858.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 1,946.00 | | \$48,039.00 | |
| Wharf | 60% Design Package | 8 | | | 30 | | | | 24 | | | 30 | 2 | 94 | \$12,434.00 | |
| | Permitting | 2 | | 4 | | | | 35 | 16 | | | 4 | 4 | 65 | \$8,076.00 | |
| | 100% Design Package | 5 | | | 34 | | | | 32 | 40 | | 60 | | 171 | \$21,676.00 | |
| | Bidding | 1 | | 1 | 1 | | | | | | | 1 | | 4 | \$537.00 | |
| | Construction | 6 | | | 15 | | | | | | | 8 | 2 | 31 | \$4,501.00 | |
| SUBTOTAL HOURS | | 22 | 0 | 5 | 80 | 0 | 35 | 0 | 72 | 40 | 0 | 103 | 8 | 365 | | |
| SUBTOTAL COSTS | | \$ 4,356.00 | \$ 0.00 | \$ 345.00 | \$ 10,000.00 | \$ 0.00 | \$ 4,620.00 | \$ 0.00 | \$ 7,416.00 | \$ 4,440.00 | \$ 0.00 | \$ 14,935.00 | \$ 1,112.00 | | \$47,224.00 | |
| Bike trail and ped bridge (only within 50' of the WI River) | Preliminary Design | 2 | 12 | 4 | | | | | 18 | 12 | | 4 | 2 | 54 | \$6,456.00 | |
| | 60% Design Package | 2 | 20 | | | | | | 24 | 20 | | 12 | 2 | 80 | \$10,006.00 | |
| | Permitting | | | 6 | | | | 24 | 16 | | | | 2 | 48 | \$5,508.00 | |
| | 100% Design Package | 8 | 32 | 4 | | | | 20 | 24 | | | 24 | | 112 | \$14,704.00 | |
| | Bidding | 2 | | 2 | | | | | | | | | | 4 | \$534.00 | |
| Construction | 8 | 8 | 5 | | | | | | | | 8 | 2 | 31 | \$4,527.00 | | |
| SUBTOTAL HOURS | | 22 | 72 | 21 | 0 | 0 | 24 | 0 | 78 | 56 | 0 | 48 | 8 | 329 | | |
| SUBTOTAL COSTS | | \$ 4,356.00 | \$ 10,440.00 | \$ 1,449.00 | \$ 0.00 | \$ 0.00 | \$ 3,168.00 | \$ 0.00 | \$ 8,034.00 | \$ 6,216.00 | \$ 0.00 | \$ 6,960.00 | \$ 1,112.00 | | \$41,735.00 | |
| Riverbank Area Remediation | Pre-design Sampling (4 properties) | | | 4 | | | | | 12 | 24 | | | | 40 | \$4,488.00 | |
| | Remedial Action Plans (4 properties) | 2 | | 16 | | | | | 48 | 96 | | | | 162 | \$18,348.00 | |
| | WDNR Review (see below for fees) | | | | | | | | | | | | | 0 | \$0.00 | |
| | Environmental Oversight (10 hrs per week for 5 months) | | | 8 | | | | | 80 | 120 | | | | 208 | \$24,512.00 | |
| | Confirmatory Sampling (4 properties) | | | 4 | | | | | 12 | 24 | | | | 40 | \$4,488.00 | |
| | Remedial Documentation Reports (4 properties) | 4 | | 24 | | | | | 40 | 120 | | | | 188 | \$20,608.00 | |
| | WDNR Closure Documents (4 BRRTS Cases) | | | 12 | | | | | 16 | 80 | | | | 108 | \$11,388.00 | |
| SUBTOTAL HOURS | | 6 | 0 | 68 | 0 | 0 | 0 | 208 | 464 | 0 | 0 | 0 | 0 | 746 | | |
| SUBTOTAL COSTS | | \$ 1,188.00 | \$ 0.00 | \$ 4,692.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 30,160.00 | \$ 47,792.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | | \$83,832.00 | |
| | | | | | | | | | | | | | TOTAL HOURS | 2361 | | |
| | | | | | | | | | | | | | TOTAL LABOR | | \$285,081.00 | |

| | | | | | | | | | | | | | | | | |
|---|--|---------|--|--|--|--|--|--|--|--|--|--|-------------------------------|--------------|--|--|
| ENVIRONMENTAL DIRECT COSTS | | | | | | | | | | | | | | | | |
| Pre-design Sampling Geoprobe \$2,000 (1 day) | | \$2,000 | | | | | | | | | | | | | | |
| Pre-design Laboratory- 10 samples for VOCs, PAHs and RCRA Metals @ \$250/sample | | \$2,500 | | | | | | | | | | | | | | |
| Pre-design Laboratory- 4 samples for landfill acceptance criteria @800/sample | | \$3,200 | | | | | | | | | | | | | | |
| WDNR Review Fees | | \$9,250 | | | | | | | | | | | | | | |
| Confirmatory Sampling Geoprobe \$2,000 | | \$2,000 | | | | | | | | | | | | | | |
| Confirmatory Laboratory- 10 samples for VOCs, PAHs and RCRA Metals @ \$250/sample | | \$2,500 | | | | | | | | | | | | | | |
| TOTAL: \$21,450 | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | SUBTOTAL | \$314,031.00 | | |
| | | | | | | | | | | | | | CONTINGENCY - ESTIMATE | \$40,000.00 | | |
| | | | | | | | | | | | | | GRAND TOTAL | \$354,031.00 | | |

Current Development Agreements

| DEVELOPER/OWNER | PROJECT | LOCATION | EFFECTIVE DATE | GRANT/LOAN AMOUNT OR SERVICE PROVIDED | JOBS REQUIREMENT | JOBS DEADLINE | DATE JOB REPORT SENT | JOBS CREATED | DATE CO REPORTS TURNED IN | CONSTRUCTION REQUIREMENT | ASSESSED VALUE REQUIREMENT | MISC NOTES |
|--|---------------------------------------|--------------------------------|-------------------------------|--|--|---|----------------------------------|---|----------------------------------|--|--|--|
| Ghidorzi (Ghidorzi) | City Center | 1800 W Stewart Ave | 04/29/03 | \$35,000 CDBG Grant | 15 | 10/31/04 | N/A | 26 FT/34 PT | 11/21/14 | 14,000 sq ft - (13,880) ; Occupancy by 10/31/04 | Fair Market Value = \$1,400,000 by 12/31/04; 2005 Fair Mkt = \$569,700; Current Fair Mkt = \$1,320,500 | Agreement requirements not met; Letter sent 11/17/14 ; Remedies for fair market value, square footage and occupancy; Current Assess = \$1,433,100 |
| Aspirus Hospital, Inc (Olkowski & Sczygelski) | Doctor's Offices & Medical Facilities | TIF 6; Wind Ridge Dr | 08/08/05 | TIF money used for construction of loop road, water main, lights & sidewalk | N/A | N/A | N/A | N/A | N/A | Total taxable improvements of not less than \$15,000,000 by 12/31/12 | N/A | Remedy for valuation shortfall is reimbursement of funds expended for loop road construction (Wind Ridge Drive) |
| Dudley Investments, LLC ((Dudley) | Dudley Tower | 500 N 1st Street | 09/13/05 | Site Prep - project utilities & extensions, relocation of gas, electric, water &/or sewer lines; Project Infrastructure - curb & gutter, drive approaches, sidewalk & hydrants; Parking; Skywalk | Not required - estimated to be between 500-600 workers | N/A | N/A | N/A | N/A | Not required - estimated btwn \$14-15 million & 100,000 square ft (actual = 165,000 sq ft) | Not required - 2005 = \$0; 2010 = \$20,228,500; 2013 = \$20,898,700 | See agreement for parking and skywalk requirements |
| Scannell Properties #92, LLC (Snyder) | Wausau Window & Wall | 7800 International Dr | 08/20/07 | \$2,956,977 TIF 5 Funds | 450 total plant workers | 09/01/09 | 06/25/14 | 2009 - 283 total plant workers | | N/A | \$19,000,000 - \$16,422,900 | 20 acre option for 10 years. Failure to create jobs does not void contribution Agreement Amended - ED 9-18-14 & Council 10-28-14 (\$31,200/yr for 10 yrs) |
| Wausau Mine Company (Wage) | Wausau Mine Company | 3904 Stewart Ave | 10/23/07 | In kind demo (2 buildings) and site prep | 22 new FTE | 06/30/09 | 08/20/14 | 25 | 09/05/14 | N/A | Fair Market = \$985,100 \$837,400 | \$10,000 remedy |
| Bridge Street Investor's Group, LLC (Schumacher/Hocking) | Young's Drug, Biggby & Subway | 300 Block of E Bridge St | 02/13/08 | City sold land for \$2000, alley vacated & rezoning the block | 20 FT equivalents | 02/13/11 | 08/20/14 | 18 FT/16 PT | 09/02/14 | Bldg s/b 7000 sq ft (met=7242 sq ft) | Fair Market = \$1,200,000 within 18 months - \$940,600 | \$1000/yr remedy; Owners responsible for all site prep |
| Matt Krasowski | Century 21 Contempo | 117 S 17th Avenue | 11/11/10 | In kind demo (removal of building) and site prep | 6 * | 12/31/13 12/31/14 | 11/21/13 12/02/14 01/13/15 | 9 Independent Contractors & 2 PT Office | 01/20/15 | N/A | \$350,000 (met = \$447,700) | * 5 Independent Contractors and 1 FTE Jobs deadline extended by ED on 2/18/14 - Council on 2/25/14 |
| HAI Wausau LLC (Hilgenberg) | Sherwin Williams | 8202 Enterprise Drive | 11/24/10 | City sold 2.26 acres for \$14,125 | 8 FT Equivalents | 12/31/14 12/31/17 | 12/02/14 01/13/15 | 11 FT/1 PT | 01/19/15 | 18,000 sq ft - met = 18,168 | \$1,000,000 (met = \$1,307,300) | Agreed to sell land for reduced price Full purchase price = remedy |
| Wausau Window & Walls (Vanden Heuvel) | Wausau Window & Wall Old Site | 1415 West Street | 03/29/11 | Up to \$400,000 Demolition/Site Prep grant (TIF 6) | N/A | N/A | N/A | N/A | N/A | N/A | N/A | Reimbursement upon sale (Property is advertised); Demo/Site prep submitted = \$259,670 |
| Wausau Curling Club (Sandquist) | Curling Club | Kent Street (1920 Curling Way) | 01/25/12 | Street construction, sewer and water main and public right of way | N/A | N/A | N/A | N/A | N/A | Operational by 12/31/13 (met - 1/8/13) | N/A | Payment in lieu of taxes: 12/31/13 - \$1200 (pd 2/14); 12/31/14 - \$1500; 12/31/15 - \$1800 (and all years thereafter) |
| Collaborative Domestic Solutions (Robichaud) | Collaborative Consulting | 500 N 1st Street | 02/14/12 | \$20,000 CDBG grant; \$15,000 MCDEVCO training grant \$10,000 TIF 3 grant \$40,000 Down Payment Assistance \$200,000 City forgivable loan | 200 CC notify at 100 and 200 jobs | 02/14/13 02/14/15 02/14/17 | 03/01/13 | 70 | 03/22/13 | N/A | N/A | Total grants and loans equal \$2,995,000 (NTC, Alexander, Greenheck & WEDC) Employment Count = 100 on 1/6/14 Employment Count = 113 on 8/5/14 |
| RMM Solutions, Inc (Moses) | RMM Solutions | 210 McClellan Street | 09/27/12 | \$75,000 McDevco \$40,000 City Grant \$40,000 City Loan \$10,000 Down Payment Assistance \$70,000 Site Improvement | 20 * | 09/27/13 09/27/14 20 - 09/27/15 09/27/16 FINAL 09/27/17 | 11/25/13 10/08/14 | 14 27 | 12/04/13 11/03/14 | N/A | N/A | * Must reach and maintain 50 employees by 09/27/2017 Parking space agreement Verification ltr should ask for total employees |
| Witter Land Properties, LLC (Johnson) | Westwood Development | | 05/18/04 Amend 10/09/12 | City purchase of land with land and sewer & water assessment deferral | N/A | N/A | N/A | N/A | N/A | N/A | N/A | Assesment deferred until 5/18/19 or until property is sold or developed |
| 2800 Stewart Ave, LLC (Ghidorzi) 2800 Stewart Ave, LLC (Ghidorzi) | Kwik Trip & Future Business | 2800 Stewart Avenue | 10/16/12 10/16/12 | \$1,035,942 TIF 7 Funds \$443,770 Site prep-water, sewer, storm, grading, retaining wall, power & utilities, shared access | 50 FTE 20 PT | 01/01/20 01/01/20 | | | | 6000 sq ft met = 7052 sq ft | \$4,000,000 - 1/1/14 \$5,000,000 - 2016 \$10,500,000 - 2020 | Contribution Agreement Developers Agreement - Site Improvement |
| Ghidorzi Companies (Ghidorzi) | Panera Toppers Cellcom | 1700 Stewart Avenue | 11/21/12 | \$171,216 City Funds for demo, testing, utilities and site prep | 20 FT/20 PT *7 FT/7 PT | 08/01/14 11/14/14 | 8/21/14 | 22 FT/21 PT 2FT/20 PT 3 FT | 09/29/14 09/29/14 09/29/14 | Apx 4400 sq ft (4408) Apx 1624 sq ft (1541) Apx 2300 sq ft (2524) | \$1,600,000 - met \$1,900,000 - met | Occupancy - met * Combined 7 FTE and 7 PT btwn Toppers and Cellcom |
| Bull Falls Brewery LLC (Zamzow) | Bull Falls Brewery | 901 E Thomas Street | 11/23/12 | \$100,000 Acquisition grant; \$100,000 Site Prep grant; \$400,000 TIF 9 loan; \$7000 City utility work | 5 | 12/01/17 | | | | \$650,000 | \$1,600,000 by 1/1/14 | Occupancy permit by 08/01/13 - Working with Inspections-Permit issued 11/18/14 Assessment remedies |
| Briqs Softservice LLC/SPDW Properties LLC (Briquelet Miller) | Briqs Softserve | 1605 Merrill Avenue | 04/30/13 | \$55,000 Property Acquisition grant; \$55,000 TIF 6 loan | 1 FT/15 PT | 06/01/14 | 05/06/14 | 2 FT/15 PT | 05/16/14 | \$650,000 | \$650,000 by 1/1/14 | Occupancy - met; Assessment remedies |
| Lube Inc (Leher) | ThunderLube | 1610 Sheridan Street | 07/15/13 | \$25,000 Acquisition Grant \$75,000 City Loan | 3 | 12/01/15 | | | | \$500,000 | \$475,000 by 1/1/15 | Assessment remedies; Landscape maintenance agreement |

| | | | | \$120,000 MCDEVCO Loan \$268,000 InterCity Loan \$10,000 Cash from Owner | | | | | | | | |
|-----------------------------------|-----------------------------------|--------------------------|----------------|---|----------------------------|--|--|--------------|---------------------------|--|----------------------------|--|
| DEVELOPER/OWNER | PROJECT | LOCATION | EFFECTIVE DATE | GRANT/LOAN AMOUNT OR SERVICE PROVIDED | JOBS REQUIRE- MENT | JOBS DEADLINE | DATE JOB REPORT SENT | JOBS CREATED | DATE CO REPORTS TURNED IN | CONSTRUCTION REQUIREMENT | ASSESSED VALUE REQUIREMENT | MISC NOTES |
| Southern Stretch Forming (Arthur) | Southern Stretch | 7555 Stewart Avenue | 12/02/13 | \$110,000 Acquisition grant (TIF 5) \$50,000 Equipment grant (TIF 5) | 3 FT 9 Total FT | 11/30/15 11/30/18 | 11/17/14 11/30/15 11/30/16 11/30/17 11/30/18 | 7 | 12/01/14 | \$25,000 to improve exterior by 12/2/14 Verified 12/1/14 | N/A | Equipment value must total \$250,000; Equipment grant remedies; Job creation remedies; Exterior improvement remedies |
| CAG Industrial (Ghidorzi) | Ordered Motion (Brewster) Omotion | 305 84th Avenue | 01/29/14 | \$650,000 grant | 25 Total of 50 | 12/31/14 12/31/18 | 12/02/14 12/31/15 12/31/16 12/31/16 12/31/17 12/31/18 12/31/19 | 29 | 12/02/14 | \$3,900,000 Equipment Requirement by 01/29/19 | N/A | Certification of Landlord's Work by 12/31/14 Executed Lease received 1/7/14 Mechanical Cranes verified 12/2/14 |
| Apogee (Waldron) | Plant Relocation from Colorado | 7800 International Drive | 05/27/14 | \$500,000 TIF 5 relocation grant \$50,000 Training grant (Judd grant) \$50,000 Workforce grant (Greenheck) | 124 | 06/01/17 | 11/17/14 11/30/15 11/30/16 11/30/17 | 43 | 01/13/15 | N/A | N/A | Job Creation remedies must be given within 1 year of failure; Additional remedies for job creation (see agreement); Real estate transfer agreement |
| Apogee (Marshall) | Linetec Expansion | 725 S 75th Avenue | 09/09/14 | \$1,200,000 TIF 10 Grant for capital costs from facility expansion & equipment acquisition Apogee must expend \$4,000,00 before grant kicks in | 14 41 67 82 93 | 09/09/15 09/09/16 09/09/17 09/09/18 09/09/19 | | | | | | Currently has 380 employees Claw back rights for job creation Sewer main agreement |