



\*\*\* 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, July 7, 2015 at 4:30 p.m.**  
**Location:** **City Hall, 2nd Floor, Board Room**  
**Members:** Bill Nagle (C), Tom Neal (VC), Romey Wagner, David Nutting and Lisa Rasmussen

## AGENDA ITEMS FOR CONSIDERATION/ACTION

- 1 Public Comment on Matters Appearing on the Agenda
- 2 Approval of Minutes From 6/2/15
- 3 Discussion and Possible Action on the Proposed Development for the Property at Approximately 1212 North First Street (WOW)
- 4 Discussion and Possible Action on the Development Agreement with Bull Falls Brewery
- 5 Discussion and Possible Action on the Proposal Received from CBL & Associates for the Wausau Center Mall Property
- 6 Discussion and Possible Action on the Future of TID #5
- 7 Update on the Potential Project for the Property at 121 South Second Avenue (Dairy Building)
- 8 **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
  - ▶Discussion and Possible Action on the Development Agreement with Bull Falls Brewery
  - ▶Discussion and Possible Action on the Proposed Development for the Property at Approximately 1212 North First Street (WOW)
  - ▶Discussion and Possible Action on the Proposal Received from CBL & Associates for the Wausau Center Mall Property
  - ▶Discussion and Possible Action on the Future of TID #5
  - ▶Update on the Potential Project for the Property at 121 South Second Avenue (Dairy Building)
- 9 **RECONVENE** into Open Session to Take Action on Closed Session Items, If Necessary
- 10 Discussion on the Potential Request for Proposals (RFP) for the East Riverfront Project
- 11 Discussion and Possible Action on the Hiring of a Mall Consultant
- 12 Discussion and Possible Action on Strategic Planning
- 13 Update on Development Agreements

Adjournment  
Bill Nagle (Chair)

**This notice was posted at City Hall and emailed to the media on 7/1/15**

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, City Departments

## ECONOMIC DEVELOPMENT COMMITTEE

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Time and Place: The Economic Development Committee met on Tuesday, June 2, 2015 at 4:30 p.m. in the 2nd Floor Board Room at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (C), Romey Wagner, Tom Neal (VC), Dave Oberbeck and Lisa Rasmussen

Others Present: Mayor Jim Tipple, Ann Werth, Chris Schock, Travis Lepinski, Gary Gisselman, Brad Lenz, Tammy Stratz, Forrest Young, Jon Smith, Rob Flashinski, Brian Kowalski, Fay Simer, Andrew Halverson, Thomas Brown, Jim Warsaw, Len Kurzynski, Jim Ruffledt, Chris Menard, John Opolka, Noah Her, Cheng Her, Mai Her and Chungson Her

In accordance with Chapter 19, Wisc. Stats., notice of this meeting was posted and sent to the Daily Herald in the proper manner.

### **CALL TO ORDER**

Nagle noted there was a quorum and called the meeting to order at approximately 4:30 p.m. Rasmussen arrived at 4:35 p.m.

### **PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA**

No public comments were made.

### **DISCUSSION AND POSSIBLE ACTION ON THE CITY'S RIGHT TO REPURCHASE THE PROPERTY LOCATED AT 7400 HIGHLAND DRIVE**

Wagner questioned staff what their recommendation is on the City's right to repurchase. Jacobson said we should waive our right to purchase it.

Wagner motioned to approve waiving our right to purchase. Neal seconded and the motion carried unanimously 5-0.

### **DISCUSSION AND POSSIBLE ACTION ON THE DRAFT EAST RIVERFRONT BROWNFIELDS AREA-WIDE PLAN**

Fay Simmer from Stantec gave a PowerPoint presentation on the East Riverfront Brownfield Area-Wide Plan. Drew Laff, also from Stantec, joined in via conference call during the presentation. It was discussed that this area will be put out for RFP (request for proposal); one request will be the whole 16 acres and the other request will break the 16 acres into 3 pieces, consisting of the north, central and south portions.

Rasmussen motioned to approve the plan. Neal seconded and the motion carried unanimously 5-0.

### **APPROVAL OF THE MINUTES FROM 4/14/15, 4/20/15 AND 5/5/15**

Neal motioned to approve the minutes, Rasmussen seconded and the motion carried unanimously 5-0.

### **DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED DEVELOPMENT FOR THE PROPERTY AT 1212 NORTH FIRST STREET (WOW)**

Bill Greenwood presented the updated plan for the WOW building. The Committee raised some concern over the big black roof and would like something added to it. Nagle was less concerned about the look and emphasized that the use is what is important. Rasmussen stated that the more money we put into the project, the more input we should put in.

Further discussion held in closed session.

**DISCUSSION AND POSSIBLE ACTION ON THE POTENTIAL REDEVELOPMENT PROJECT FOR THE PROPERTY AT 828 SOUTH THIRD AVENUE (WAUSAU WORLD MARKET)**

Stratz introduced the project and stated that it was a request for funds from TIF 6. The Her Family gave the committee background on the project.

Nagle stated that it is a good project to give money to and the area is in need of redevelopment. Wagner spoke in favor of the project and stated that the family will do good things for the community.

Further discussion was held in closed session.

**DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED AT STEWART AVENUE AND THIRD AVENUE**

Andrew Halverson, Ellis Stone, presented the new plan for the Schierl project. The new allocation date requested would be January 31, 2016 for the \$275,000 0% interest 15-year loan. The reverse TID payments requested would remain the same and Schierl will withdraw the request for the street vacation. The updated plan includes 1 2-bedroom apartment, 8 1-bedroom apartments and there will be 17 parking stalls available.

Oberbeck spoke against using TIF funds for the C-Store project.

Wagner motioned to approve the new Schierl proposal and directed staff to move forward with the development agreement process. Rasmussen seconded and the motion carried 4-1. Oberbeck was the opposition vote.

**DISCUSSION AND POSSIBLE ACTION ON THE PROPOSAL FOR THE PROPERTY AT 1500 GRAND AVENUE (KWIK TRIP)**

Forrest Young informed the committee that the original proposal was to pay \$25,000 for the building, he is proposing that he pay \$0 for the building and spend \$25,000 in exterior/landscaping improvements.

Further discussion was held in closed session.

**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**

**\*DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED DEVELOPMENT FOR THE PROPERTY AT 1212 NORTH FIRST STREET (WOW)**

**\*DISCUSSION AND POSSIBLE ACTION ON THE POTENTIAL REDEVELOPMENT PROJECT FOR THE PROPERTY AT 828 SOUTH THIRD AVENUE (WAUSAU WORLD MARKET)**

**\*DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED AT STEWART AVENUE AND THIRD AVENUE**

**\*DISCUSSION AND POSSIBLE ACTION ON THE PROPOSAL FOR THE PROPERTY AT 1500 GRAND AVENUE (KWIK TRIP)**

Rasmussen motioned to go into closed session. Neal seconded and roll call was done, all members were present.

**RECONVENE INTO OPEN SESSION TO TAKE ACTION ON CLOSED SESSION ITEMS, IF NECESSARY**

Neal motioned to move into open session. Wagner seconded and the motion carried 5-0.

Rasmussen motioned to amend our development agreement with WOW to include our participation in the construction of the pylons, contingent upon receipt of visual improvements on the roof/exterior of the building. Neal seconded and the motion carried 5-0

Rasmussen motioned to approve redevelopment project at 828 South Third Avenue as proposed. Neal seconded and the motion carried 5-0.

**DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF THE PROJECT PLAN FOR AMENDMENT #4 TO TAX INCREMENT DISTRICT #5**

Schock explained the amendment to the plan is in response the proposed Wausau Chemical opportunity. The project is highlighted in the TIF plan but the spending cap on the district must be increased for a project of this size, so that's why the plan needs to be amended. Neal questioned the cash flow and Schock said it should work out based on the cash flow model.

Neal and Rasmussen both spoke in favor of the amendment for this project. Oberbeck said 80% is too much to fund for a private development.

Neal motioned to approve the amendment to the TIF plan. Wagner seconded and the motion carried 4-1. Oberbeck was the no vote.

**DISCUSSION AND POSSIBLE ACTION ON THE ACCEPTANCE OF THE GRANT AWARDED FOR THE PROPOSED PROJECT LOCATED AT 1304-1308 THIRD STREET (RIVER EAST BROWNSTONES)**

Oberbeck left the meeting at 6:35

Werth gave some background information as to the history of this properties/project.

Neal motioned to approve the acceptance of the grant, Rasmussen seconded and the motion carried unanimously 4-0.

**DISCUSSION AND POSSIBLE ACTION ON THE CREATION OF A REDEVELOPMENT AREA FOR THE ATHLETIC PARK NEIGHBORHOOD**

**\*UPDATE ON PARKING AND TRAFFIC ACCESS FOR ATHLETIC PARK**

Schock gave an update on bus shuttles for Athletic Park. We will invite Greg Seubert to a future Economic Development meeting to discuss challenges with a shuttle. Wagner raised concern as to why this is being discussed at an Economic Development meeting as it is the wrong committee.

Rasmussen motioned to adopt delineated area as a redevelopment zone. Neal seconded and the motion carried unanimously 4-0.

**DISCUSSION AND POSSIBLE ACTION ON THE CREATION OF A CONSENSUS STATEMENT OF SUPPORT FOR THE WAUSAU CENTER MALL**

Schock informed the committee that the statement has been refined.

Wagner motioned to approve updated consensus statement. Neal seconded and the motion carried unanimously 4-0

**DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED DEVELOPMENT AGREEMENT PROCESS**

Neal asked if 1 a. should be an and/or statement. Wagner asked if #10 could be added to state that status reports will be given to the Economic Development Committee from Economic Development staff.

Neal motioned to approve amended Development Process with the additions of 1 a. and/or statement and #10 Status reports are given to the ED committee from ED staff. Rasmussen seconded and the motion carried unanimously 4-0.

**UPDATE ON THE POTENTIAL LOGO FOR THE RIVERFRONT DEVELOPMENT PROJECT**

Schock updated the committee that Tom Neal, Staff and Adrenalign will meet to discuss this topic.

No action was taken.

**DISCUSSION ON STRATEGIC PLANNING**

This item will be tabled until next month.

**UPDATE ON CURRENT ACTIVITIES**

**\*DEVELOPMENT AGREEMENTS**

Werth gave some highlights on development agreements.

Rasmussen asked that if in the future we talk about calling development agreements substantially complete.

**ADJOURN**

Neal motioned to adjourn. Rasmussen seconded and the motion carried 4-0

Respectfully Submitted,  
ECONOMIC DEVELOPMENT COMMITTEE  
Bill Nagle, Chairperson

Bull Falls Brewery, LLC  
901 E Thomas Street  
Wausau, WI  
715-842-2337  
[www.bullfallsbrewery.com](http://www.bullfallsbrewery.com)



July 1, 2015

Wausau City Council  
Economic Development Committee-Alderman Bill Nagle, Chair.  
407 Grant St  
Wausau, WI 54403

Alderman Nagle:

We at Bull Falls Brewery want to thank the City of Wausau for the help we received in getting our new expansion off the ground. When we created the partnership with the City for our expansion, we were brewing 900+ barrels per year, maximum capacity. In 2014 we brewed 2985 and in 2015 we are headed for 4000. If things continue to progress as they are we could be looking at 6000 bbls. in 2016. When we moved to 901 E Thomas Street in 2007 we had 3 employees in our combined operations. Today we have 8 full-time and 6 part time employees. Our local distributor, Mid-Wisconsin Beverage has added 5 employees dedicated solely to distributing Bull Falls beers. Certainly we are still small, #9 in Wisconsin micro-breweries under 15000 bbls., but heading in the right direction as we expand our territories.

We are coming to you today with 2 requests for your consideration regarding our partnership.

1. **Property Taxes.** We are requesting that we be allowed to pay taxes on our assessed value. Earlier this month we received our assessment for our property from the State of Wisconsin of \$1,237,900 based now on the completed project.

We understand, generally, that the idea of a TIF district is that the City helps a new venture get started financially and then recovers these costs over time through taxes on an improved tax base for the property involved. According to our agreement we are being asked to pay taxes, not on our assessed value, but rather on \$1,600,000, an arbitrary number based on the expected cost of our new expansion. Our completed property expansion essentially did meet that value.

:

[Date]

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Realizing that prior to this year there was no “actual” assessment available for the completed project and that \$1,600,000 is the stated value in our agreement, we are prepared to pay the “extra” tax billed to us this year on your invoice #1236898 for \$18,379.39 with our check #7004 for that amount.

We hereby request however, that going forward, we be allowed to pay the taxes as they are actually assessed to us in our annual tax bill. As is typical of most new businesses in a growth period, costs of financing our growth frequently create a burden on cash flow. We have also now begun making monthly payments to the City of Wausau on our loan further impacting cash requirements. Having us pay on what our actual assessment is would help us in this regard and the city will not be losing anything beyond what it would normally receive.

2. **Audit Requirement.** In our development agreement there is a stipulation that we undergo a complete audit every third year with the first one coming up this year. Not knowing the full implication of this requirement at the time, we did not object to the requirement. We have since learned from our banker and accountant that an “Audit” is a very expensive proposition and typically required of much larger companies. I hope to have an estimate from a CPA firm for our meeting of what such an audit would cost. Our banker informs us that even a review is not usually required for a company with sales under 1 million dollars which we had in 2014 and that signed copies by a Certified Public Account of the financial papers suffice for them.

We request that the requirement for a formal “Audit” be waived and replaced with another method to insure that the City’s best interests and ours are protected.

Once again, we appreciate the assistance and cooperation that we have received from the City of Wausau staff working together and trust that your confidence in us will not be misplaced.

Sincerely,

A handwritten signature in black ink, appearing to read 'D.D. Zamzow', with a long horizontal flourish extending to the right.

D.D. Zamzow

cc: Ann Werth, Mary Ann Groat, Christian Schock, Mayor Tipple, Michael Collins, RVSB.

**DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF WAUSAU AND BULL FALLS BREWERY**

THIS AGREEMENT is made this 23 day of November 2012 by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Bull Falls Brewery, LLC, a Wisconsin limited liability company hereinafter referred to as "Bull Falls Brewery".

WITNESSETH:

WHEREAS, CITY is dedicated to improving neighborhoods by participating in public/private partnerships by investing in ventures that will increase commercial tax base, furnish employment positions with benefits, and help establish a local competitive advantage in the craft brew industry, which is an industry experiencing high growth trends in Wisconsin; and

WHEREAS, Bull Falls Brewery, one of Wausau's craft brewers, wishes to acquire property and expand its production operations (the "Development Project") on its existing property commonly known as 901 East Thomas Street, Wausau and certain additional adjoining properties (the "Development Properties"); and

WHEREAS, pursuant to the provisions of Section 66.1105, Wis. Stats., CITY created Tax Incremental District #9 on September 26, 2012 ("TIF District") with boundaries incorporating the Development Properties, as shown in the City of Wausau Tax Increment District Nine Project Plan ("TIF Project Plan"), which TIF Project Plan provides in part for the financing of certain public works and infrastructure and related aesthetics and contributions to the Development Project relating to the TIF District; and

WHEREAS, Bull Falls Brewery's growing presence will increase the economic benefits to the City of Wausau and to the State of Wisconsin in terms of tourism dollars, supply chain benefits to the region, and an increase in the demand for other tourist related amenities; and

WHEREAS, CITY staff and the members of the CITY Council have carefully considered how best to effectuate the redevelopment and improvement of the Development Properties, all in the public interest, which efforts have been reciprocated by and joined in by Bull Falls Brewery and its various agents and representatives; and

WHEREAS, CITY desires the Development Project to proceed for the reasons set forth above and ultimately to provide increased tax revenues for CITY and various taxing bodies authorized to levy taxes within the TIF District and CITY; and

WHEREAS, in order to induce Bull Falls Brewery to undertake the Development Project, CITY has agreed to pay for certain costs included in the TIF Project Plan through the use of existing municipal funds and/or the use of borrowed funds and to provide other assistance to Bull Falls Brewery as provided by this Agreement, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, CITY and Bull Falls Brewery wish to set forth in this Agreement their respective commitments, understandings, rights and obligations in connection with the Development Project as more fully described herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties hereto agree as follows:

1. GENERAL PURPOSE

- A. Incorporation of Proceedings and Exhibits. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by CITY, including but not limited to adopted or approved plans or specifications on file with CITY, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Bull Falls Brewery whether or not herein enumerated.
- B. Implementation Schedule and Time of the Essence. All phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of CITY, or agent of the same having appropriate jurisdictional authority.
- C. Implementation Schedule and Time of the Essence. All phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of CITY, or agent of the same having appropriate jurisdictional authority.
- D. Entire Agreement. This writing including all Exhibits and Schedules hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Development Project and all prior letters of intent or offers, if any, are hereby terminated. However, this Agreement shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of CITY, granting approvals or conditions attendant with such approval, the specific action of CITY shall be deemed controlling.
- E. Land Affected. The parties acknowledge that the development Project will encompass and/or affect the following real property, all of which will be within the boundaries of the TIF District: the Development Properties and certain public streets and rights-of-way serving the Development Properties.
- F. Purpose of the Agreement. In order to cause the development Project to occur and to induce Bull Falls Brewery to undertake the Development Project, to eliminate blighted conditions on the Development Properties, promote community development, industry and job creation and to expand and enhance

the tax base within the CITY, CITY intends to undertake certain project costs and public improvements necessary for the Development Project, all as set forth in this Agreement. CITY intends to recover certain of its costs through payments received under this Agreement including increased tax revenues generated by the Development Properties. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Development Project may proceed.

## 2. BULL FALL'S BREWERY PROJECT DESCRIPTION

- A. Acquisition of real property commonly known as 836, 900 and 906 East Thomas street; combination of these parcels with other parcels including vacated rights of way and an alleyway to create a site consisting of approximately 1.72 acres, with a general boundary description as set forth in Exhibit A, attached hereto and incorporated herein by reference.
- B. Design, development and construction of an addition to the current building located at 901 East Thomas Street (the "**Existing Building**") consisting of approximately 8,052 square feet of production facility and a new 23,400 square foot parking area consisting with landscape features in accordance with the CITY approved site plan attached hereto as Exhibit B, and incorporated herein by reference;
- C. Renovation of the existing Bull Falls Brewery tap room in the existing building which is 550 square feet, and currently occupied by the existing brew system is transitioning to a retail tap room. This renovation will permit wrapping the granite bar around into the new space providing additional bar seating and table seating. The tap room completion is committed for renovation after the new brewery is determined to be operational.

## 3. OBLIGATIONS OF CITY

- A. Bull Falls Brewery Incentive Grant – Property Acquisition. Bull Falls Brewery proposes to acquire real property commonly known as 836 and 900 East Thomas Street (having already acquired 906). As an incentive to Bull Falls Brewery to undertake the redevelopment of the Development Properties through the construction of the Development Project, if Bull Falls Brewery enters into binding agreements to acquire such parcels, CITY agrees to make a payment on behalf of Bull Falls Brewery in an amount up to \$100,000 to pay on behalf of or reimburse Bull Falls Brewery for costs of the acquisition of such parcels (the "**Property Acquisition Grant**"); provided, however, that such payment shall only be made upon satisfaction of all of the conditions set forth in Section 5 hereof.
- B. Bull Falls Brewery Incentive Grant – Site Demolition and Preparation. Bull Falls Brewery proposes to demolish existing structures on the Development Properties deemed blighted by CITY and prepare these sites for the construction of the expanded production facilities and parking. As an incentive to Bull Falls

Brewery to undertake the redevelopment of the Development Properties through the construction of the Development Project, if Bull Falls Brewery enters into binding agreements to demolish existing structures on the Development Properties and prepare these sites for construction, CITY agrees to make one or more payments on behalf of Bull Falls Brewery up to a total aggregate in an amount of \$100,000 to pay on behalf of or reimburse Bull Falls Brewery for costs of such demolition and site preparation (the "Site Prep Grant"); provided, however, that such payment shall only be made upon satisfaction of all of the conditions set forth in Section 5 hereof.

- C. **Project Loan.** Bull Falls Brewery proposes to undertake the design and construction of an approximately 8,352 square foot production facility addition to its Existing Building and to construct a new 23,400 square foot parking area with landscape features adjoining this facility. As an incentive to Bull Falls Brewery to undertake this work, CITY agrees to make available one or more loans Bull Falls Brewery on terms and conditions satisfactory to the CITY in all respects (the "Loan"), which will contain following principal terms:
- i. Loan Amount: \$400,000.00;
  - ii. Interest Rate: rate equivalent to rate charged CITY to obtain a \$400,000.00 TIF financed loan;
  - iii. So long as Bull Falls Brewery is not in default under the terms of this Agreement, the loan, or under any obligations owed to the CITY or any third party lender, no repayment will be required until the earlier to occur of the second anniversary of the making of the loan or January 1, 2015;
  - iv. Repayment of the principal and interest will be amortized over a period of ten years (an example cash flow statement is attached hereto as Exhibit C, and incorporated herein by reference solely for informational purposes to show the anticipated repayment of this loan);
  - v. Repayment of the Loan will be secured by a mortgage on the Development Properties in a form satisfactory to the CITY in all respects;
  - vi. Repayment of the Loan will be secured by the unlimited and unconditional personal guaranty of each of Donald Zamzow and Michael Zamzow in a form satisfactory to the CITY in all respects;
  - vii. Repayment of the Loan will be secured by a collateral pledge of life insurance on the life of Michael Zamzow issued by a life insurance company and in amounts satisfactory to CITY in all respects;
  - viii. Bull Falls Brewery shall, no later than May 1 of each calendar year while any obligations are owed to CITY hereunder or under the Loan, submit to CITY annual reviewed financial statements prepared in accordance with generally accepted accounting principles, and otherwise acceptable to CITY, and within 30 days following each calendar quarter during this term compiled financial statements for the prior quarter.

provided, however, that this loan shall only be made upon satisfaction of all of the conditions set forth in this Agreement.

- D. CITY UTILITY WORK. On or before \_December 1, 2012, CITY will Relocate a sanitary sewer manhole; water hydrant and upgrade approximately 30 feet of water main for in kind commitment value of approximately \$7,000.00.
- E. Terminology. The Property Acquisition Grant, Site Prep Grant, and Loan shall sometimes be referred to herein as the "CITY Financing".

4. OBLIGATIONS OF BULL FALLS BREWERY.

- A. Undertake the Development Project. Bull Falls Brewery agrees to redevelop and improve the Development Properties through undertaking the Development Project, all in accordance with the TIF Project Plan, the Project Cost Breakdown set forth in Exhibit D, attached hereto and incorporated herein by reference (the "Project Cost Breakdown") and the Schedule set forth in Exhibit E, attached hereto and incorporated herein by reference (the "Schedule"). CITY, in its sole and absolute discretion, may agree to variations from the TIF Project Plan or the Schedule requested in writing by Bull Falls Brewery.
- B. Construction Schedule. Bull Falls Brewery agrees to commence or cause other entities to commence construction on each of the components of the Development Project by March 1, 2013 and to complete construction of each of the components of the Development Project, such completion to be evidenced by the issuance of a temporary occupancy permit or certificate of occupancy by CITY, by August 1, 2013 all in accordance with the Schedule.
- C. Guaranty of Minimum Construction Costs. Bull Falls Brewery agrees that the Development Project will have an aggregate minimum construction cost of \$650,000.
- D. Guaranty of Minimum Equalized Value; Payment of Payment-in-Lieu-of-Taxes. Bull Falls Brewery hereby guarantees to CITY that as of January 1, 2014, and each January 1 thereafter during the term of this Agreement and while any amount remains due and owing pursuant to the Loan, the equalized value of the Development Properties for real estate tax purposes shall equal or exceed \$1,600,000.00. In the event that the Development Properties in any year do not have such a value, the Bull Falls Brewery agrees to make to CITY a payment-in-lieu-of-taxes equal to the difference between the amount of taxes which would have been levied on the Development Properties for said year by CITY and all other taxing jurisdictions if the Development Properties had had an equalized value for real estate tax purposes of \$1,600,000.00 and the actual amount of taxes levied on the Development Properties for said year by CITY and all other taxing jurisdictions. Said payment-in-lieu-of taxes shall be due and payable in full to CITY on January 31 of the following calendar year.
- E. Rights of Access. Bull Falls Brewery shall permit the representatives of CITY to have access to the Development Project at all reasonable times during and following the construction when CITY deems access necessary to ensure

compliance with the terms and conditions of this Agreement including, but not limited to, access for inspection of all work being performed in connection with the Development Project as set forth in the TIF Project Plan. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Agreement.

- F. Compliance with Planning and Zoning. The Bull Falls Brewery at its own expense shall obtain all approvals, permits and licenses as may be required by any governmental or non-governmental entity in connection with the Development Project. Any conditions imposed on Bull Falls Brewery to obtain any approval, permit or license must be acceptable to CITY. Bull Falls Brewery will not initiate, approve, consent to or participate in any change in or modification of the zoning in effect for the Development Properties or any portion thereof, without CITY's prior written consent.
- G. Maintenance and Repair. Bull Falls Brewery agrees that at all times after construction of the Development Project, it will keep and maintain the Development Properties and the Development Project in good condition and repair.
- H. Taxes. Bull Falls Brewery will pay when due all federal, state and local taxes in connection with the Development Properties and all operating expenses in connection with the Development Properties and Development Project.
- I. Additional Ownership Restrictions.
  - i. Use. No property within the Development Properties shall be used for any use other than as set forth in the TIF Development Plan and as approved by CITY including any conditions attendant with such approval, unless such use is further approved by CITY under its normal zoning, review and approval procedures. Disapproval by CITY shall be final notwithstanding whether such use would be permitted by the plan commission or provisions of the zoning code for the zoning district in which the Development Properties are situated.
  - ii. Ownership or Sale. No property within the Development Properties may be sold, transferred, or otherwise conveyed unless the Bull Falls Brewery first provides to CITY written notice of intent to transfer the property at least 30 days before the sale, transfer or conveyance is to occur and CITY has approved such sale or disposition in writing. No property within the Development Properties may be sold, transferred or conveyed to, or leased or owned by any entity or used in any manner which would render any part of the Development Properties exempt from property taxation. A first right of refusal shall be offered to the CITY before any assignee or purchaser or transferee of any portion of the Development Properties shall be bound by the terms and conditions of this Agreement, and the Bull Falls Brewery shall not sell or transfer any portion of the Development Properties to any entity unless and

until the Bull Falls Brewery has provided CITY with written evidence satisfactory to the CITY attorney that such assignee or entity has agreed in writing to be bound by the terms of this Agreement. Any such sale, transfer or conveyance of any portions of the Development Properties shall not relieve the Bull Falls Brewery of its obligations hereunder.

- J. Insurance. During the term of this Agreement, Bull Falls Brewery shall maintain, insurance in such amounts and against such risks both generally and specifically with respect to the Development Properties, as are customarily insured against in developments of like size, kind and character, including customary builders risk insurance during construction and customary casualty, property and liability insurance, with deductibles approved by CITY. Bull Falls Brewery shall provide to CITY certificates of all such insurance. So long as this Agreement is in effect, Bull Falls Brewery covenants to apply any and all insurance proceeds to rebuild and maintain the Development Properties.
- K. Indemnity. Bull Falls Brewery shall indemnify and hold harmless CITY from any liability, including but not limited to remediation required by any federal or state agency having jurisdiction, relating to or in any way arising from the development of the Development Properties.

## 5. CONDITIONS TO CITY'S OBLIGATIONS

CITY'S obligations under this Agreement are conditioned upon the following:

- A. Bull Falls Brewery will have obtained by January 1, 2013 binding unconditional commitments for the total financing in the amount of \$2,000,000.00, for the acquisition, demolition, preparation and construction of the Development Project, including the construction of the parking lot and landscape features satisfactory to and approved by the CITY, which commitments must include a commitment to Bull Falls Brewery of at least \$500,000.00 of equity which may be composed of the \$200,000.00 grants from CITY, and at least \$150,000 and up to \$300,000.00 from other sources including existing equity, new equity, investor (distributor) line of credit and subordinated debt, and with the balance of the cost of the Development Project coming from the Loan and third party debt financing;
- B. Bull Falls Brewery shall have executed and delivered to CITY evidence satisfactory to CITY in all respects that the obligations under this Agreement and the Loan (as required under Section 3.C.), have been duly authorized and are binding upon Bull Falls Brewery.
- C. Bull Falls Brewery shall not be in violation of any of its governing documents or other contracts. Bull Falls Brewery shall not be in material default under the terms of any other agreement or instrument to which Bull Falls Brewery is a party or an obligor.

- D. Bull Falls Brewery shall have provided to CITY the plans and specifications for the Development Project. Bull Falls Brewery understands that CITY shall not be required to approve the Master Plan, even though the plans and specifications must comply with all laws, rules, regulations, and ordinances.
- E. Bull Falls Brewery shall have provided to CITY a certified survey map consolidating the Development Properties into a single parcel and be otherwise acceptable to CITY.
- F. Bull Falls Brewery shall have delivered to CITY certificates of all insurance required under this Agreement showing CITY as a named insured.
- G. Bull Falls Brewery shall have provided audited in year two of operations which would be by August 1, 2015 and then in year five of operations which will be August 1, 2018 and reviewed financial statements annually for Bull Falls Brewery and each of its members and the guarantors of the Loan. The financial statements must show a state of facts acceptable to CITY.
- H. Bull Falls Brewery shall have at its expense obtained all necessary approvals and permits necessary to undertake the Development Project on the Development Properties, including but not limited to, site plan review, zoning approvals, and any other local, state or federal approvals or permits.

If all conditions contained in this Section are satisfied or if CITY waives in writing said conditions on or before January 1, 2014, then the above conditions shall be deemed satisfied. Otherwise, CITY, at its option, in its absolute and sole discretion, may at any time thereafter terminate this Agreement by giving notice in writing thereof to Bull Falls Brewery. In such event, this Agreement shall be terminated and no party shall have any further liability or obligation to any other party.

**6. BULL FALLS BREWERY'S EMPLOYMENT RELATED ONGOING OBLIGATIONS**

- A. Bull Falls Brewery must submit upon the execution thereof to Community Development Department staff of the CITY certified copies of all agreements for and evidence of invoices paid for the construction of the manufacturing facility, parking lot, and landscaping improvements to meet the eligibility requirements of the grant and as outlined in this Agreement.
- B. Bull Falls Brewery shall upon request submit certified evidence satisfactory to CITY in all respects of the expenses incurred for acquisition, demolition, preparation and construction of the Development Project with copies of receipts that were incurred in the expansion for purposes of monitoring the Terms of this Agreement.
- C. Bull Falls Brewery must submit employment requirements to CITY's Community Development Department Staff once Bull Falls Brewery reaches five (5) Full-Time Employees (FTE's) based and employed at 901 East Thomas Street

location. Bull Falls Brewery shall at that time submit names, addresses, and positions of current employees and positions working and based in Wausau, Wisconsin.

- D. CITY's Community Development Department requires documentation of any employees Bull Falls Brewery hires that carry veteran status and/or were formally unemployed and/or did not receive health care benefits prior to working for Bull Falls Brewery for federal regulation requirements. This evidence shall be submitted to CITY at the time of hiring and shall include a completed Employee Verification Form in the form attached hereto as Exhibit F.
- E. Bull Falls Brewery must remain operating at the 901 East Thomas Street location for a minimum period of five years following the making of the Loan, employing not less than five (5) FTE's at the Wausau, WI location by December 1, 2017.

7. REPRESENTATIONS AND WARRANTIES OF BULL FALLS BREWERY

Bull Falls Brewery represents and warrants to and covenants with CITY as follows:

- A. All copies of financial statements, documents, contracts and agreements which Bull Falls Brewery has furnished to CITY or its agents are true and correct. There has been no material change in the business operations of Bull Falls Brewery since the date of the last financial statement furnished to CITY except pursuant to the conduct of its ordinary business.
- B. Bull Falls Brewery has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes.
- C. Bull Falls Brewery covenants that the Development Properties, upon completion of the Development Project, will conform and comply in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. All work performed or materials furnished for the Development Project, other than the Public Improvements, will be fully paid for by Bull Falls Brewery.
- E. No statement of fact by Bull Falls Brewery contained in this Agreement and no statement of fact furnished or to be furnished by Bull Falls Brewery to CITY pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Bull Falls Brewery is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Bull Falls Brewery is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all

other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

- G. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Bull Falls Brewery hereunder have been duly authorized by all necessary corporate action of Bull Falls Brewery and constitute valid and binding obligations of Bull Falls Brewery, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. CITY represents and warrants to Bull Falls Brewery that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by Village under this Agreement.
- H. The execution, delivery, and performance of Bull Falls Brewery's obligations pursuant to this Agreement will not violate or conflict with Bull Falls Brewery's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which Bull Falls Brewery is bound, nor will the execution, delivery, or performance of Bull Falls Brewery's obligations pursuant to this Agreement violate or conflict with any law applicable to Bull Falls Brewery.
- I. There is no litigation or proceeding pending or threatened against or affecting Bull Falls Brewery or the Development Project or any guarantor that would adversely affect the Development Project, Bull Falls Brewery or any guarantor or the priority or enforceability of this Agreement, the ability of Bull Falls Brewery to complete the Development Project or the ability of Bull Falls Brewery to perform its obligations under this Agreement.
- J. The Project Cost Breakdown accurately reflects all costs of the Development Project (other than costs associated with the Public Improvements) that will be incurred by Bull Falls Brewery in the completion and construction of the Development Project, and CITY shall be entitled to rely on the Project Cost Breakdown submitted by Bull Falls Brewery. Bull Falls Brewery knows of no circumstances presently existing or reasonably likely to occur which would or could result in a material adverse variation or deviation from the Project Cost Breakdown.
- K. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Bull Falls Brewery is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Bull Falls Brewery is a party or an obligor.
- L. Bull Falls Brewery covenants the Development Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances

of CITY. Bull Falls Brewery will comply with, and will cause the Development Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

- M. Bull Falls Brewery will permit CITY to inspect such information respecting the business, assets and financial condition of the Development Project as CITY may reasonably request. CITY will permit Bull Falls Brewery to inspect all records CITY maintains in connection with the TIF District.
  
- N. Except in the ordinary course of business and except for funds borrowed to provide the financing approved by CITY for construction of the Development Project, Bull Falls Brewery shall not incur, create, assume, permit to exist, guarantee, endorse or otherwise become directly or indirectly or contingently responsible or liable for any indebtedness. "Indebtedness" shall mean any liability or obligation of Bull Falls Brewery: (i) for borrowed money or for the deferred purchase price of property or services (excluding trade obligations incurred in the ordinary course of business); (ii) as lessee under leases that have been or should be capitalized according to generally accepted accounting principles; (iii) evidenced by notes, bonds, debentures or similar obligations; (iv) under any guaranty or endorsement (other than in connection with the deposit and collection of checks in the ordinary course of business), and other contingent obligations to purchase, provide funds for payment, supply funds to invest in any entity, or otherwise assure a creditor against loss; or (v) secured by any security interest or lien on assets of Bull Falls Brewery, whether or not the obligations secured have been assumed by Bull Falls Brewery.

## 8. MISCELLANEOUS

- A. Notices. All notices must be in writing and must be sent by certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Co-owner: Donald Zamzow  
Co-owner: Michael Zamzow  
Address: 901 East Thomas Street  
Wausau, WI 54403

City: Toni Rayala, Clerk  
Clerk's Office  
407 Grant Street, Wausau, WI 54403

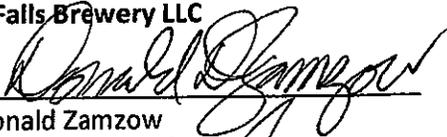
Copy to: Heather Wessling, Assistant Director of Community  
Development  
Community Development Department Office  
407 Grant Street, Wausau, WI 54403

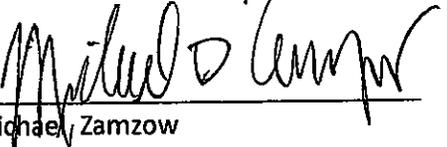
Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

- B. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between CITY and Bull Falls Brewery.
- C. Applicable Law and Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.
- D. Amendments to Agreement. This Agreement may not be changed orally, but only by Agreement in writing and signed by the parties hereto.
- E. Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.
- F. Binding Effect; Assignment; Notice of Assignment. This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the Parties and their permitted successors and assigns. Bull Falls Brewery shall have the right to assign this agreement and the rights hereunder to any entity controlled by or any third party. Bull Falls Brewery agrees to notify City 30 days before assignment for consent, which consent shall not be reasonably withheld for assignment to any successors and assigns.
- G. Addition Financing Arrangements. CITY will recommend consideration of a Community Development Block Grant (CDBG) loan up to Two Hundred Thousand Dollars (\$200,000.00) through Marathon County Economic Development Corporation (MCDEVCO).

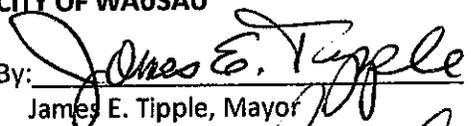
IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute and deliver this Agreement as of the date first set forth above.

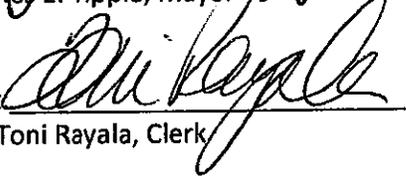
**Bull Falls Brewery LLC**

By:   
Donald Zamzow

By:   
Michael Zamzow

**CITY OF WAUSAU**

By:   
James E. Tipple, Mayor

Attest:   
Toni Rayala, Clerk

Heather Wessling,  
Assistant Director Community Development  
City of Wausau  
DRAFT: Bull Falls Brewery/November 1, 2012  
Revised: November 6, 2012

## EXHIBIT A

Part of A. Warren's South Addition to Wausau, and part of Dunbar and Brown's South Addition to the City of Wausau, Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of Lot 13, Block 2, said A. Warren's South Addition to Wausau, the point of beginning;

Thence North, along the West line of said Lot 13 and along said West line extended Northerly, to a line 6 feet Northerly of and parallel with the North line of Lots 13, 12, and 11, said Block 2; thence East, along said parallel line and along said parallel line extended East, to the Westerly line of the Chicago, Milwaukee and St. Paul Railway right-of-way as shown on said A. Warren's South Addition to Wausau; thence Southerly, along said Westerly line, to the South line of Block 1, said Dunbar and Brown's South Addition to the City of Wausau, extended Easterly; thence West, along said South line extended Easterly and along said South line of Block 1, to a line 20 feet Easterly of and parallel with the East line of Lots 16 and 12, said Block 1; thence North, along said parallel line, to the North line of said Block 1; thence West, along said North line, to a line 10 feet Westerly of and parallel with the East line of Lot 11, said Block 1; thence North, along said parallel line extended Northerly, to the South line of said Block 2, A. Warren's South Addition to Wausau; thence West, along said South line, to said Southwest corner of Lot 13, Block 2, the point of beginning.

12-1115 ✓

Agr # 1543 ✓

**Bull Falls Brewery Addition****Engineer's Estimate of Site Work Construction Cost**

10/30/2012

Item	Quantity	Units	Estimated Unit Cost	Cost
Inlet Erosion Protection, Type B	3	Each	150	\$450
Inlet Erosion Protection, Type C	5	Each	\$150	\$750
Filter Bag Ditch Check	1	Each	\$200	\$200
Silt Fence	290	Feet	\$3	\$870
Building Demolition	3	Each		\$0
Tree Removals	19	Each	\$250	\$4,750
Fence Removals	540	Feet	\$1	\$540
PCC Sidewalk, C&G; Driveway Removals	1333	SF	\$2	\$2,666
Asphalt Pavement Removals	13195	SF	\$0	\$3,299
Hydrant removal	1	Each	\$500	\$500
Water main removal	36	Feet	\$5	\$180
Water Valve Removal	1	Each	\$100	\$100
6" Water main installed	20	Feet	\$45	\$900
Hydrant Installed	1	Each	\$1,500	\$1,500
6" Gate Valves Installed	2	Each	\$400	\$800
Reconnect existing BFB Service	1	Each	\$500	\$500
Remove San MH	1	Each	\$300	\$300
New Sanitary MH	1	Each	\$2,000	\$2,000
Remove Storm MH	1	Each	\$200	\$200
Remove Storm Inlet	3	Each	\$200	\$600
Remove Storm Sewer Pipe	115	Feet	\$10	\$1,150
New Storm Sewer MH	2	Each	\$1,500	\$3,000
New 2'x3' Storm Inlet	2	Each	\$1,200	\$2,400
8" Dia Storm Sewer	53	Feet	\$35	\$1,855
12" Dia storm sewer	256	Feet	\$40	\$10,240
Earth Excavation	500	CY	\$10	\$5,000
Fill Placement Under Building	450	CY	\$8	\$3,600
Aggregate Base Course - 8"	588	CY	\$15	\$8,820
Asphalt Pavement - 3"	364	Tons	\$75	\$27,300
PCC Sidewalk	24	SY	\$45	\$1,080
PCC Pavement 5.5"	169	SY	\$50	\$8,450
Aggregate Surface	70	CY	\$15	\$1,050
Curb & Gutter - 6.18	593	Feet	\$12	\$7,116
Curb & Gutter Reject - 6.18	103	Feet	\$13	\$1,339
Curb & Gutter Depressed - 6.18	56	Feet	\$13	\$728
Pavement Markings	1100	Feet	\$2	\$2,200
New Trees	7	Each	\$450	\$3,150
New Shrubs	17	Each	\$250	\$4,250
Wood Mulch	170	SY	\$8	\$1,360
Topsoil, Seed, Emat	404	SY	\$5	\$2,020
Landscape Edging	25	Feet	\$5	\$125
6-Ft Wood Screening Fence	277	Feet	\$15	\$4,155
Gas Utility Relocation		LSUM		\$0
Electric Utility Relocation		LSUM		\$0
Telephone Utility Relocation		LSUM		\$0
<b>TOTAL</b>				<b>\$121,493</b>

CONTINUING GUARANTY (Unlimited)
(For Business Transactions)

Dated NOV 26, 2012

GUARANTY. For good and valuable consideration, the receipt of which is acknowledged, and to induce Proper officials with authority of CITY OF WAUSAU (Lender), to extend credit or to grant or continue other credit accommodations to BULL FALLS BREWERY LLC (Debtor),

the undersigned ("Guarantor," whether one or more) jointly and severally guarantees payment of the Obligations defined below when due or at the time any Debtor becomes the subject of bankruptcy or other insolvency proceedings. Except as provided below, "Obligations" mean all loans, drafts, overdrafts, checks, notes, and all other debts, obligations and liabilities of every kind and description, whether of the same or a different nature, arising out of credit previously granted, credit contemporaneously granted or credit granted in the future by Lender or any of its successors to any Debtor, to any Debtor and another, or to another guaranteed or endorsed by any Debtor. Obligations include interest and charges and the amount of payments made to Lender or another by or on behalf of any Debtor which are recovered from Lender by a trustee, receiver, creditor or other party pursuant to applicable federal or state law, and all costs, expenses and attorneys' fees at any time paid or incurred before and after judgment in endeavoring to collect all or part of any of the above, or to realize upon this Guaranty, or any collateral securing any of the above, including those incurred in successful defense or settlement of any counterclaim brought by Debtor or Guarantor or incident to any action or proceeding involving Debtor or Guarantor brought pursuant to the United States Bankruptcy Code (collectively the "Costs of Collection"). Obligations do not include consumer credit transactions governed by the Wisconsin Consumer Act. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Guarantor grants to Lender a security interest and lien in any deposit account Guarantor may at any time have with Lender. Lender may, at any time after the occurrence of an event of default with respect to any Obligation, without prior notice or demand, set-off any amount unpaid on such Obligation against any deposit balances Guarantor may at any time have with Lender, or other money now or hereafter owed Guarantor by Lender. This Guaranty is also secured by all existing and future security agreements between Lender and Guarantor and by any mortgage between Lender and Guarantor stating it secures guaranties of Guarantor. This Guaranty is valid and enforceable against Guarantor even though any Obligation is invalid or unenforceable against any Debtor.

WAIVER. Guarantor expressly waives (a) notice of the acceptance of this Guaranty, the creation of any present or future Obligation, default under any Obligation, notice of acceleration or intent to accelerate any Obligation, proceedings to collect from any Debtor or anyone else, (b) all diligence of collection and presentment, demand, notice and protest, (c) any right to disclosures from Lender regarding the financial condition of any Debtor and any guarantor of the Obligations or the enforceability of the Obligations, and (d) all other legal and equitable defenses of suretyship and impairment of collateral. Guarantor's performance under this Guaranty is continuing, absolute and unconditional, irrespective of any circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which Guarantor may, as a guarantor of the Obligations and Costs of Collection, have against a co-guarantor of any of the Obligations and Costs of Collection or against any Debtor shall be enforced nor any payment accepted until the Obligations and Costs of Collection are paid in full and no payments to or collections by Lender are subject to any right of recovery.

CONSENT. With respect to any of the Obligations, Lender may from time to time before or after revocation of this Guaranty without notice to Guarantor and without affecting the liability of Guarantor for the full amount of the unpaid Obligations (a) surrender, release, impair, sell or otherwise dispose of any security or collateral for the Obligations, (b) release or agree not to sue any guarantor or surety, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the Obligations or to proceed against any Debtor or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest or the amount of the Obligations, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) apply the cash proceeds of disposition of any collateral for the Obligations to any obligation of Debtor secured by such collateral in such order and amounts as it elects, (j) determine what, if anything, may at any time be done with reference to any security or collateral, (k) settle or compromise the amount due or owing or claimed to be due or owing from any Debtor, guarantor or surety, and (l) accept a deed in lieu of foreclosure or make a credit bid of any part or all of the amount of the unpaid Obligations at the sale of any collateral for the Obligations which results in the transfer or sale of the collateral to Lender. Guarantor expressly consents to and waives notice of all of the above. Guarantor consents to and authorizes Lender or its agents to obtain information concerning Guarantor's financial condition, including credit reports. Nothing contained in this Guaranty shall require Lender to first seek or exhaust any remedy against Debtor or to first proceed against any collateral or security for any of the Obligations or this Guaranty.

PERSONS BOUND. This Guaranty benefits Lender, and its successors and assigns, and binds Guarantor, and Guarantor's heirs, personal representatives, successors and assigns. This Guaranty shall continue in full force and effect notwithstanding any change in structure or status of Debtor or Lender, whether by merger, consolidation, reorganization or otherwise, or assignment of this Guaranty to a successor or assignee of Lender. This Guaranty includes additional provisions on page 2.

NOTICE TO GUARANTOR

You are being asked to guarantee the payment of the past, present and future Obligations of Debtor. You may also have to pay Costs of Collection. Lender can collect the Obligations from you without first trying to collect from Debtor or another guarantor or from any collateral for the Obligations.

x [Signature] (SEAL)
Michael D Zamzow

x [Signature] (SEAL)
DONALD D ZAMZOW

2811 Park Ridge Dr. Schofield WI 54476
(Address)

2212 Hemlock Ave
Schofield, WI 54476
(Address)

For Wisconsin Married Residents Only: Each Guarantor who signs below represents that this obligation is incurred in the interest of his or her marriage or family.

[Signature]

x [Signature]

ADDITIONAL PROVISIONS

ENTIRE AGREEMENT. This Guaranty is intended by Guarantor and Lender as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of Guarantor and Lender. There are no oral agreements among Guarantor and Lender. This Guaranty may not be supplemented or modified except in writing.

REPRESENTATIONS. Guarantor acknowledges and agrees that Lender (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to Guarantor for, and (c) has no duty to provide information to Guarantor regarding, the enforceability of any of the Obligations or the financial condition of any Debtor or guarantor. Guarantor has independently determined the creditworthiness of Debtor and the enforceability and all circumstances bearing upon the risk of nonpayment of the Obligations that diligent inquiry would reveal, and until the Obligations are paid in full will independently and without reliance on Lender continue to make such determinations.

REVOCAION. This is a continuing guaranty and shall remain in full force and effect until Lender receives written notice of its revocation signed by Guarantor or actual notice of the death of Guarantor. Upon revocation by written notice or actual notice of death, this Guaranty shall continue in full force and effect as to all Obligations contracted for or incurred before revocation, and as to them Lender shall have the rights provided by this Guaranty as if no revocation had occurred. Any renewal, extension or increase in the interest rate of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted for or incurred before revocation. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation. Revocation by one Guarantor shall not affect any of the liabilities or obligations of any other Guarantor and this Guaranty shall continue in full force and effect with respect to them.

INTERPRETATION. The validity, construction and enforcement of this Guaranty are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code. Invalidity of any provision of this Guaranty shall not affect the validity of any other provision.

JURISDICTION. Guarantor irrevocably consents with respect to any suit, action or proceeding relating to this Guaranty or any of the other loan documents relating to the Obligations, that venue for any legal proceeding relating to the collection of this Guaranty shall be, at Lender's option, the county in which Lender has its principal office in Wisconsin, the county and state in which any Guarantor resides or the county and state in which this Guaranty was executed by Guarantor, and Guarantor waives any objection it, she or he may have at any time to the venue of any such proceeding brought in any such court, waives any claim that any such proceeding has been brought in an inconvenient forum and waives the right to object, with respect to any such proceeding that such court does not have jurisdiction over such party.

JURY WAIVER

GUARANTOR KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BASED UPON, ARISING OUT OF OR IN ANY WAY RELATING TO THIS GUARANTY, THE OBLIGATIONS GUARANTEED BY THIS GUARANTY OR ANY CONDUCT, ACT OR OMISSION OF LENDER, AND AGREES AND CONSENTS THAT ANY SUCH ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM SHALL BE DECIDED BY TRIAL TO THE COURT WITHOUT A JURY. GUARANTOR ACKNOWLEDGES AND UNDERSTANDS THAT THIS WAIVER AND CONSENT CONSTITUTES A MATERIAL INDUCEMENT TO LENDER TO ENTER INTO THE TRANSACTION WITH THE DEBTOR.

GUARANTOR

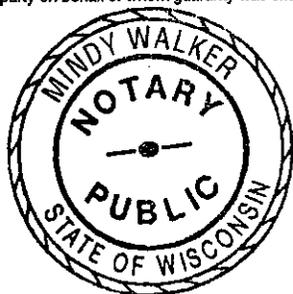
ACKNOWLEDGMENT

STATE OF WISCONSIN }
COUNTY OF Marathon } ss.

This instrument was acknowledged before me on Nov. 26, 2012 by Michael D. Zamzow and

Donald D. Zamzow (Name(s) of person(s)) (as (if not signing in individual capacity, indicate type of authority: e.g., officer, trustee, etc.))

of (Name of corporation, partnership or other party on behalf of whom guaranty was executed.)



Mindy Walker (Notary Signature)

Notary Public, Marathon County, Wis.

My Commission (expires) (ie) 02/08/15



# CERTIFICATE OF LIABILITY INSURANCE

BULL-L2

OP ID: SB

DATE (MM/DD/YYYY)  
11/26/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>BUSKA &amp; BUSKA INSURANCE AGENCY</b> 903 GRAND AVENUE ROTHSCHILD, WI 54474-1098 JOHN R KASMERCHAK	<b>Phone: 715-359-9401</b> <b>Fax:</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>BULL FALLS BREWERY LLC</b> 901 E THOMAS ST WAUSAU, WI 54403	<b>INSURER A: SOCIETY INSURANCE</b>		<b>15261</b>
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		BMP525161	09/20/12	09/20/13	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			CAP462223	03/21/12	03/21/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			UXL467788	09/20/12	09/20/13	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 516660	10/07/12	10/07/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 100,000						
	E.L. DISEASE - EA EMPLOYEE \$ 100,000						
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 THE CITY OF WAUSAU IS LISTED AS AN ADDITIONAL INSURED.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITY-WI</b>  <b>CITY OF WAUSAU</b> 407 GRANT ST WAUSAU, WI 54403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>John R Kasmerchak</i>
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## AGREEMENT TO DELIVER COLLATERAL

(a Security Agreement)

(Use only for instruments, certificated securities and negotiable documents to be delivered to secured creditor; use with other appropriate security agreements.)

November 26, 2012  
Date

**1. RECEIPT OF NEW VALUE.** This Agreement is given in consideration of a loan, binding commitment to lend, extension of immediately available credit, release of a perfected security interest or other new value granted by City of Wausau ("Lender") to Bull Falls Brewery, LLC ("Borrower") or to any of the undersigned ("Debtor").

**2. DESCRIPTION OF NEW COLLATERAL.** For such new value, and to secure all debts, obligations and liabilities to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Debtor or any Borrower, to any of them and another, or to another guaranteed or indorsed by any of them ("Obligations"), Debtor grants Lender a security interest in and assigns to Lender the following instruments, certificated securities or negotiable documents, their proceeds and other rights in connection with such property ("Collateral"), which Debtor owns or is about to acquire:

Level-term policy for minimum of \$600,000.00 assigned to City of Wausau.

**3. DEBTOR'S COVENANTS.** Debtor covenants:

- (a) That Debtor has, or will acquire, title to the Collateral, free of liens, encumbrances and security interests (other than Lender's);
- (b) That Debtor has full authority to grant a security interest in and deliver the Collateral to Lender;
- (c) That the address of Debtor's principal residence, or if Debtor is an organization, Debtor's place of business (or if Debtor has more than one place of business, Debtor's chief executive office) is as set forth below Section 4; and that Debtor's exact legal name, and if Debtor is an organization, the type of organization and the state under whose law it is organized, are as set forth below Section 4;
- (d) To hold Collateral in trust for Lender and deliver it to Lender within 18 calendar days from the date of this Agreement;
- (e) That Debtor's transferor of Collateral (i.e., broker, seller, etc.) holds Collateral as bailee for Lender and is hereby directed to deliver Collateral directly to Lender as soon as obtained; and Lender is authorized to deliver a copy of this Agreement to such transferor;
- (f) Not to sell or otherwise transfer or dispose of the Collateral; and
- (g) That all provisions of all security agreements and assignments between Lender and Debtor covering collateral of the type or kind described above apply to the Collateral both before and after delivered to Lender; and that Lender is authorized to file Uniform Commercial Code financing statements describing the Collateral and amendments to such financing statements and any such financing statement or amendment filed prior to the date of this Agreement is ratified.

**4. PERSONS BOUND.** Each person signing this Agreement is a Debtor for purposes of this Agreement. The obligations of all Debtors under this Agreement are joint and several except that the liability of a Debtor who is not a Borrower and who is not otherwise obligated for Obligations is limited to the Collateral and the warranties and duties with respect to it. This Agreement benefits Lender, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns.

Bull Falls Properties, LLC (SEAL)

*[Signature]* (SEAL)  
TYPE OF ORGANIZATION

*[Signature]* (SEAL)

*[Signature]* (SEAL)

*[Signature]* (SEAL)

Address: 901 E Thomas St  
Wausau, WI 54403  
WISCONSIN  
 STATE OF ORGANIZATION

### ACKNOWLEDGEMENT

The undersigned acknowledges receipt of notice (by copy of this Agreement) of Lender's security interest in the described Collateral and agrees that it is a bailee of the Collateral and holds it for Lender's benefit and agrees to deliver it directly to Lender immediately upon receipt of the Collateral.

Dated \_\_\_\_\_

\_\_\_\_\_  
(Name of Transferor/Bailee)





**CITY OF WAUSAU  
REQUEST FOR PROPOSALS  
CONSULTANT SERVICES – SHOPPING CENTER EXPERT**

The City of Wausau is seeking a professional consultant to guide us through redevelopment opportunities presented by vacated anchor space at the region’s premiere shopping center destination, Wausau Center Mall.

Wausau Center Mall, located in the heart of downtown Wausau, has served as an economic engine to downtown Wausau for the last 31 years. The CBL owned shopping center is approximately 425,000 square feet, anchored today by Younkers and Sears. As their lease came to an end, JCPenney closed their Wausau Center Mall location in May 2014. Naturally, the closure produced significant challenges for CBL and the City.

Wausau Center Mall is the only enclosed shopping center within a 90 mile radius, drawing from a trade area of approximately 330,000 people. CBL completed a multi-million renovation in 2006-2007 updating and enhancing mall entrances, lighting, flooring, décor and the adding of a six unit food court. Wausau Center Mall features many strong national retailers including Victoria’s Secret, Bath & Body Works, American Eagle, Aeropostale, Famous Footwear, Maurices, Zumiez, The Children’s Place and Apricot Lane.

The City of Wausau and Wausau Center Mall have enjoyed a successful partnership for the past 30+ years, a unique relationship by which the City owns the land and two attached parking decks. The City of Wausau desires to assist with stabilization of Wausau Center, engage in a visioning process to ensure future success and explore redevelopment opportunities for vacated anchor space.

The City of Wausau has a vested interest in the success of Wausau Center as the facility is a treasured community amenity, significant employer, tourism driver and generates nearly \$55 million in retail sales.

**The City of Wausau is seeking a qualified consultant to provide guidance in the following areas:**

- Assist and advise in ongoing negotiations with CBL with respect to requested financial assistance.
- Aid and assist the City on strategies to repurpose the mall as a whole as well as the currently vacated anchor space in Wausau Center Mall, incorporating an entertainment component at the center.

- Analyze, evaluate and recommend strategies to engage the community in discussion, such as a task force and/or public information session(s).

**When submitting a proposal the following information must be included:**

1. Introduce your Firm - Identify your firm, contact name, address, telephone number and email address and a general profile of the firm.
2. Capabilities and Technical Experience - Provide the qualifications of the consultant(s) that will be assigned to the City of Wausau and their experience with the shopping center industry. Submit a resume of the individual(s) who will manage and advise the city. The resume(s) should include relevant experience and indicate the nature and extent of the individual’s involvement in similar work.
3. Past Experience – Describe previous experience assisting shopping centers with redevelopment and/or repurposing of vacated anchor space. Experience should include a track record of attracting new businesses.
4. Pricing – Describe your fees and methodology for billing. Provide a schedule of hourly rates that will apply for additional services provided.
5. References - Provide at least three references including a contact name, telephone number and email address.

**Please submit 5 copies of your proposal by 4:00 p.m., Monday, January 5, 2015.**

The mailing and hand delivery address is:

Wausau City Hall  
 Attn: Megan Lawrence  
 Economic Development Manager  
 407 Grant Street  
 Wausau, WI 54403

Direct all questions and replies to:

Megan Lawrence  
 Economic Development Manager  
 City of Wausau  
[megan.lawrence@ci.wausau.wi.us](mailto:megan.lawrence@ci.wausau.wi.us)  
 Telephone: 715-261-6683

**EVALUATION CRITERIA**

The City reserves the right to accept or reject any or all proposals or portions thereof without stated cause. Proposals will be evaluated using the following criteria:

General Quality of the Response	10
Past Experience of Firm	30
Qualifications of Consultant(s)	30
Understanding of the Services To Be Provided	10

Qualifications/Depth/Strength of Firm

20  
100

The City reserves the right to negotiate a change in any element of the contract or proposal to achieve the best overall value for the city.



Prepared for City of Wausau  
Request for Proposal for Consultant Services –  
Shopping Center Expert



January 5, 2015



## *Table of Contents*

- I. Introduce the Firm
- II. Capabilities and Technical Experience
- III. Past Experience
- IV. Pricing
- V. References

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## Section I: Introduce the Firm

*Identify your firm, contact name, address, telephone number and email address and a general profile of the firm.*

JLL is pleased to respond to the request for proposal for "Consultant Services – Shopping Center Expert" for the City of Wausau. As a proven leader in the retail industry, we bring the experience, depth of services, brokerage network, flexibility and focus on providing strategic advice and identifying the right solution for our clients. Through our strong retail expertise and resources, we will successfully provide guidance to the City of Wausau on potential redevelopment opportunities for Wausau Center Mall.

**Firm Name:** Jones Lang LaSalle Incorporated

**Contact:** Larry Kilduff  
Senior Vice President, Retail Market Lead, Chicago/Midwest  
JLL  
200 East Randolph Drive  
Chicago, IL 60601  
Tel 312 228 3493  
larry.kilduff@am.jll.com

### Firm overview

JLL (NYSE: JLL) is a professional services and investment management firm offering specialized real estate services to clients seeking increased value by owning, occupying and investing in real estate. With annual fee revenue of \$4.0 billion and gross revenue of \$4.5 billion, JLL has more than 200 corporate offices, operates in 75 countries and has a global workforce of approximately 53,000. On behalf of its clients, the firm provides management and real estate outsourcing services for a property portfolio of 3.0 billion square feet, and completed \$99.0 billion in sales, acquisitions and finance transactions in 2013. Its investment management business, LaSalle Investment Management, has \$53.0 billion of real estate assets under management. JLL is the brand name, and a registered trademark, of Jones Lang LaSalle Incorporated.

We provide a full range of integrated transaction, project management and property services locally, regionally and globally through our more than 200 wholly owned corporate offices in the Americas, EMEA and Asia Pacific operating regions. Our owned offices provide superior speed, consistency, control and quality through branded JLL corporate services provided everywhere we, and our clients, operate. We constantly reassess our service platform to remain responsive to and current on client needs, changes in the real estate business, and evolutions in the use of technology and space. Our real estate services include:

### Core Services

- Agency leasing
- Capital markets
- Corporate finance
- Corporate solutions
- Development and asset
- Energy and sustainability services
- Facilities/property management
- Investment management
- Investment sales
- Lease administration
- Project and development services
- Real estate investment banking
- Strategic consulting
- Research
- Tenant representation
- Value recovery/receivership

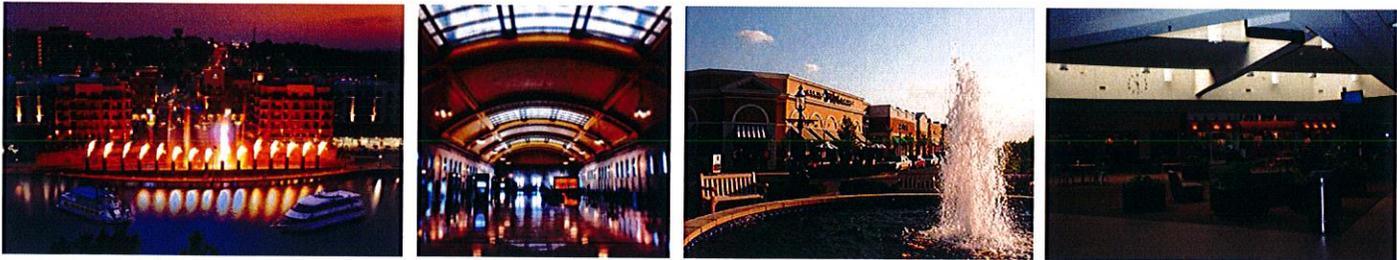
We offer these services on a global basis to occupiers and real estate investors for a variety of property types, including retail, offices, hotels, industrial, residential, hospitals, critical environments and data centers, sports facilities, cultural institutions and transportation centers. Individual regions and markets focus on different property types, depending upon local requirements and market conditions. We act for a broad range of clients that represent a wide variety of industries and are based in markets throughout the world.

Within JLL, we have 800+ dedicated retail experts who provide a full array of real estate services to investors, owners, developers and retailers including brokerage, property management, financial reporting, specialty leasing, marketing, research, consulting, investment sales, development and project management services. Our retail specialists provide independent and expert advice to clients, backed by industry-leading research, market knowledge, and retail experience that deliver maximum value.

### Chicago/Midwest overview

The JLL global headquarters are located in Chicago, Illinois, which is also the home base for our Midwest Retail team. This group works in strong collaboration with our other key Midwest JLL offices including Milwaukee, Minneapolis, Indianapolis, St. Louis, Des Moines, Cincinnati and Cleveland.

The team currently consists of **69 associates** that oversee **41 properties** totaling over **6 million square feet** located in Illinois, Wisconsin, Minnesota, Ohio, Michigan, Missouri and Kentucky.

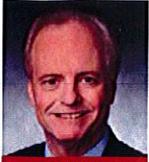


### Representative Clients



# Chicago/Midwest Core Team

## Chicago/Midwest Retail Group – Leadership



**Larry Kilduff**

Retail Market Lead,  
Chicago/Midwest  
Tel +1 312 228 3493  
larry.kilduff@am.jll.com



**Lew Kornberg**

Retail Brokerage Lead,  
Chicago/Midwest  
Tel +1 312 228 3607  
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## Chicago/Midwest – Management, Marketing & Capital Markets



**Sylvia Payette**

Regional Manager  
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sylvia.payette@am.jll.com



**Mark McNeill**

Regional Operations Manager  
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**Jim Harris**

Property Manager  
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jim.harris@am.jll.com



**Rochelle McClure**

Asst. Property Manager  
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rochelle.mcclure@am.jll.com



**Carol O'Grady**

Regional Marketing Manager  
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**Becky Wells**

Capital Markets  
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rebecca.wells@am.jll.com

## Chicago/Midwest – Agency Leasing Brokerage



**Peter Caruso**

Agency Leasing Lead  
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peter.caruso@am.jll.com



**Shanna Athas**

Retail Brokerage  
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**Michele Dugan**

Retail Brokerage  
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**Jose Gonzalez**

Retail Brokerage  
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**Brooke Burgoni**

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**Tricia Rhodes**

Senior GIS Analyst  
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## Chicago/Midwest – Tenant Representation Brokerage



**Adam Cody**

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adam.cody@am.jll.com



**Jason Press**

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**Jason Trombley**

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jason.trombley@am.jll.com



**Daniel Grasso**

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daniel.grasso@am.jll.com



**Heather Fay**

Brokerage Analyst  
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heather.church@am.jll.com



**Shannon Wilson**

GIS Analyst  
Tel +1 312 228 3108  
shannon.wilson@am.jll.com

## Retail Overview

JLL Retail serves as the industry leader in retail real estate services. The firm's more than 800 dedicated retail experts in the U.S. provide a wide array of services for investors and retailers, including brokerage, property management, financial reporting, specialty leasing, marketing, research, consulting, investment sales, development and project management services. We deliver real estate services to more than 500 clients ranging from institutional clients and private investors to national and local retailers.

No matter your size, type or scope of operations, our experienced professionals will help you maximize the value of your retail real estate. We are committed to working in the best interests of our clients, anticipating their real estate and investment needs, creating effective solutions and delivering high-quality professional services.

### Retail Investor Services

As the industry's largest third-party manager of retail real estate, JLL has strong expertise working with investors and owners of enclosed malls, lifestyle centers, grocery-anchored centers, power centers, street retail, mixed-use centers and transportation hubs. We successfully manage and lease a 69 million-square-foot portfolio of more than 450 properties across 36 states and the District of Columbia.

#### Our services include:

**Property Management:** Guided by a customized plan for every client's retail property, our property managers creatively seek alternative sources of income, aggressively manage operating costs and pursue expense reduction opportunities through national purchasing and service agreements. Additionally, we continue to focus on the development and implementation of energy and sustainability solutions for our clients.

**Agency Leasing:** Our leasing teams are located throughout the United States and provide results-driven, innovative leasing services for assets in a wide range of urban and suburban settings. We maintain a wide network of retail contacts, enabling us to capitalize on these relationships for the benefit of individual clients. Our team uses research-based tools that provide a strategic approach to leasing retail space.

**Financial Reporting:** Client accounting representatives assigned to each client ensures that ownership financial reports are accurate, timely, and customized to their individual information needs. In addition, we provide the proper level of control for the property's accounts payables and timely collection of accounts receivable. We are able to provide a knowledgeable perspective for real estate transactions.

**Specialty Leasing:** The specialty leasing team successfully develops and incubates innovative retail uses for short-term tenants, enhancing the property's tenant mix and generating additional revenue. Specialty leasing tenants enhance occupancy by filling common area locations such as RMUs (retail merchandising units) and kiosks, as well as vacant in-line stores. Additional income is generated through our ancillary income efforts, which includes sponsorships, advertising, product sampling and traffic-generating events.

#### What sets JLL apart

- **Leading retail service provider** in the United States and globally
- **Our people and our integrity** — an experienced quality team ready to deliver and execute
- Customized, team approach with **diverse expertise**
- **Local market depth and knowledge** combined with **national support**
- **Fully integrated** services platform
- Extensive network of **national and global retailer relationships**
- Our business is built on **client satisfaction**
- Our flexibility - we adapt to our **clients' needs**
- Our global **commitment to creating and contributing to a more sustainable environment**

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**Marketing:** Our marketing strategies and initiatives are designed to support leasing, sales and revenue goals and ultimately, enhance the value of the property. We are thought leaders who stay on the forefront of trends and innovation, thereby serving as invaluable resources for property owners and retailers. In addition, marketing specialists create unique sales promotions, sponsorships and community initiatives designed to increase retail sales and customer loyalty.

**Development and Project Management:** Our retail development professionals provide solutions that successfully align ownership goals with market demand and retailer objectives. From renovations and expansions to ground-up developments to repositioning anchor stores and re-merchandising strategies, we create and execute a plan designed to maximize the potential of the asset.

**Due Diligence and Consulting:** Our highly experienced team of retail professionals provides due diligence services to assist owners in assessing the value of their potential investment by focusing on three main areas of review: economic, physical/engineering and leasing.

**Capital Markets:** From in-depth market analysis and portfolio structuring support to valuation and underwriting expertise, to investor intelligence and target marketing know-how, our investment sales professionals deliver the skills and depth of knowledge you need to succeed in today's complex environment.

## Retailer Services

**Brokerage:** Our retail brokers are licensed, experienced professionals with your needs at the forefront. We'll help you identify and assess your location options, then negotiate the best lease structure on your behalf. We leverage our extensive local market knowledge and our comprehensive network of resources to provide the best solutions for our clients.

**Corporate Transaction Management:** Ideal of retailers with rapid expansion requirements – or those who just want a flexible outsourced option – we provide full program management, including development program consulting, market planning, broker management, site selection, document negotiation, data tracking and cycle-time reduction.

**Portfolio Optimization:** We'll centrally organize and manage all your lease data to identify opportunities to reduce occupancy costs, relocate, downsize or expand, and renew or restructure leases to boost your revenues and save money.

**Site Consulting and Predictive Modeling:** Our expert researchers will perform a custom statistical analysis to help you make intelligent transaction and development decisions, and improve store performance. You'll get access to a secure online portal where you can easily review the data and analysis when evaluating options.

**Retail Multi-Site Project Management:** With extensive experience in minimizing risk for our clients, we manage and consult on a wide range of multi-site retail development projects including renovations, rebranding, new construction, surveys, technology and equipment rollouts.

**Strategic Consulting:** We combine our leading-edge ideas with our knowledge of industry trends and best practices to identify the optimal solution for each client. This enables clients to maximize real estate value and position their properties to achieve overall business goals.

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## *Section II: Capabilities and Technical Experience*

*Provide the qualifications of the consultant(s) that will be assigned to the City of Wausau and their experience with the shopping center industry. Submit a resume of the individual(s) who will manage and advise the city. The resume(s) should include relevant experience and indicate the nature and extent of the individual's involvement in similar work.*

JLL has a 30-year history of serving retail clients. We have successfully managed and leased retail centers and consulted shopping center owners on redevelopments and repositioning in urban and suburban environments throughout the United States. As the industry's largest third-party manager of retail real estate, JLL has strong expertise working with investors and owners of enclosed malls, lifestyle centers, grocery-anchored centers, power centers, street retail, mixed-use centers and transportation hubs. Currently, we manage and lease a 69 million-square-foot portfolio of more than 450 properties across 36 states and the District of Columbia. JLL has more than 95 retail brokerage experts spanning more than 25 major markets, who provide strategic retail solutions for more than 500 clients.

Our proposed consulting team has extensive experience in the retail industry with a diverse background ranging from enclosed malls and redevelopments to new construction, mixed-use and neighborhood centers. With approximately 50 retail centers totaling six million square feet in the Midwest market, JLL's retail team has strong market knowledge and has successfully provided real estate services for owners and investors to help maximize value of their assets. Our strength is in providing our retail knowledge, strong retailer relationships, and experience that produces results for your mall.

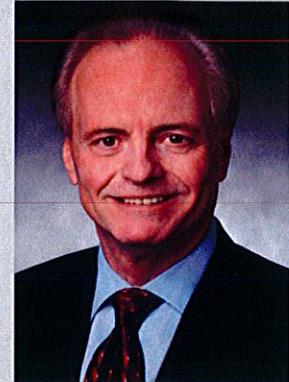
Our local brokerage team has worked with all types of retailers from international to value-oriented and moderately-priced to upscale/ luxury, restaurateurs, entertainment, to grocery and anchor tenants. We engage in ongoing dialogue with the retailers and the brokerage community, resulting in strong relationships that deliver deals. We know how to evaluate and assess shopping centers to develop the right strategy and how to better position the center in the marketplace.

The table below highlights our team of retail experts who will provide consulting services to the City of Wausau. Detailed resumes of the proposed team are provided on the following pages.

Larry Kilduff will be the primary consultant for the City of Wausau and will call upon other support staff and expertise that could include the following key persons listed below. As you know, Mr. Kilduff has previously provided consulting support for the City of Wausau over the past five years.

Staff Member	Years Experience	Qualifications
<b>Larry Kilduff</b> Retail Market Lead, Chicago/Midwest	 <ul style="list-style-type: none"> <li>▪ 25 years</li> </ul>	<ul style="list-style-type: none"> <li>▪ Extensive experience and success in operations, asset management, acquisitions, development, government relations, financial modeling, leasing, site selection, dispositions and workouts</li> <li>▪ He has developed budget plans and supervised economic and physical due diligence, market studies and entitlement confirmation</li> <li>▪ His experience spans all types of retail centers including mixed-use projects, neighborhood and community centers, grocery-anchored centers and enclosed malls</li> </ul>
<b>Peter Caruso</b> Agency Leasing Lead	 <ul style="list-style-type: none"> <li>▪ 8 years</li> </ul>	<ul style="list-style-type: none"> <li>▪ Has diverse real estate knowledge in property leasing, acquisition, due diligence, valuation, lease restructuring and tenant representation.</li> <li>▪ He has wide reaching experience as a real estate advisor to retailers, attorneys, lenders and restructuring professional</li> </ul>
<b>Donn Fuller</b> Developer	 <ul style="list-style-type: none"> <li>▪ 30 years</li> </ul>	<ul style="list-style-type: none"> <li>▪ Has worked on more than 25 development and redevelopment projects, totaling over \$1.5billion in value</li> <li>▪ Provides development and repositioning expertise for enclosed malls in secondary and tertiary markets</li> <li>▪ Has developed strong relationships with major department stores, anchors and big box tenants</li> </ul>
<b>Carol O'Grady</b> Regional Marketing Manager	 <ul style="list-style-type: none"> <li>▪ 30 years</li> </ul>	<ul style="list-style-type: none"> <li>▪ Extensive background in retail marketing</li> <li>▪ Has marketed regional malls, grand opening, redevelopments and grand re-openings</li> </ul>

**Larry Kilduff, CRX**  
 Senior Vice President  
 Retail Market Lead, Chicago/Midwest



**Current Responsibilities**

Mr. Kilduff is the Retail Market Lead for the Chicago/Midwest Market. He is responsible for the oversight of all operational functions and collaborates with clients and client service teams to develop and implement strategies, which maximize asset value. Mr. Kilduff is also involved in business development efforts for investor and occupier clients seeking retail services in the Chicago/Midwest market.

**Experience**

Prior to being promoted to Retail Market Lead, Mr. Kilduff served as Regional Management Lead. In this role, he was responsible for client relationship management for retail properties in the Midwest. Mr. Kilduff has more than 25 years of experience and success in operations, asset management, acquisitions, development, government relations, leasing, site selection, dispositions and workouts. He has owned and operated two retail real estate development companies, The Kilduff Company and Meridian Properties, where he provided services for more than 50 properties totaling 3.2 million s.f. In his role, he developed budget plans and supervised economic and physical due diligence, market studies and entitlement confirmation. His experience spans all types of retail centers including mixed-use projects, neighborhood and community centers, grocery-anchored centers and enclosed malls.

Additionally, he has worked with leading retailers including Wal-Mart, Target, Kmart, Sears, Bon-Ton, Kohl's and JCPenney. He has successfully collaborated with REITs and developers such as DDR, Weingarten Realty, Kimco, CBL & Associates and GGP on various retail projects. He has also overseen and advised on development and redevelopment projects totaling more than five million s.f. across the U.S.

**Education and Affiliations**

Mr. Kilduff holds an M.B.A. degree from the Lake Forest Graduate School. He is an active member of the International Council of Shopping Centers (ICSC) and has received numerous awards including the prestigious ICSC Trustee's Distinguished Service Award. He has also earned the designations of Certified Shopping Center Manager (CSM) and Certified Design, Development and Construction Professional (CDP) from ICSC.

**Relevant Experience (Partial List)**

Project Name	City, State	Involvement
Village of Matteson	Matteson, IL	On-going consultancy regarding the overall retail plan for the Village and specifically the re-purposing of the Lincoln Mall property
McCormick Place	Chicago, IL	Consultancy on the redevelopment in and around McCormick Place as to the types and amount of retail that would be a viable component of the redevelopment

## Peter Caruso

Vice President, Agency Leasing Lead, Chicago/Midwest  
Retail Brokerage



### Current Responsibilities

Mr. Caruso is the Agency Leasing Lead for the Chicago/Midwest Market, where he is responsible for the administration and management of retail brokers and provides strategic planning and evaluation of remerchandising and redevelopment of properties. Mr. Caruso has strong knowledge of marketing, development and management to better assist clients in achieving their overall asset and corporate goals. His success and strong experience in agency leasing has enabled him to develop and maintain significant client relationships at the national, regional and local level.

### Experience

Mr. Caruso has more than eight years of diverse real estate knowledge in property leasing, acquisition, due diligence, valuation, lease restructuring and tenant representation. He has wide reaching experience as a real estate advisor to retailers, attorneys, lenders and restructuring professionals. During his career, he has represented national retailers in rollouts throughout the Chicago MSA as well as lease-related services with local developers and institutional buyers. Previously, Mr. Caruso served as Vice President at Mid-America Real Estate Corporation where he focused primarily on landlord representation and agency leasing. In less than two years, Mr. Caruso helped build Mid-America's agency leasing portfolio to nearly 60 projects totaling five million square feet. His representative clients include Developers Diversified Realty, Acadia Realty Trust, Simon Property Group, Sterling Bay, Piedmont, Inland Real Estate, DAWM, Seritage Development (an affiliate of Sears/Kmart), TCF Bank, Aldi Corp., Fitness International, Wintrust and Kroger.

### Education and Affiliations

Mr. Caruso earned a bachelor of science degree in business administration from DePaul University. He is an active member of the International Council of Shopping Centers (ICSC). Mr. Caruso holds a real estate license in the state of Illinois.

### Relevant Experience (Partial List)

## Donn Fuller

Senior Vice President, Developer  
Retail

### Current Responsibilities

Mr. Fuller is a Senior Vice President with the JLL retail development team. He is responsible for identifying accretive opportunities within the managed portfolio, implementing a strategy, and overseeing the successful completion of the project. His focus is working directly with clients to ensure that a value added approach is achieved to meet their investment objectives. Additionally, he is responsible for maintaining department store and big box relationships.

### Experience

Mr. Fuller has more than 30 years of retail development and management experience. During his career, he has been responsible for directing the operations of more than 20 million square feet of commercial space, and over 25 development and redevelopment projects, totaling over one-half billion dollars in value. Prior to joining JLL Retail, Mr. Fuller held the position of Vice President of Asset Management and Development at General Growth Properties, where he was responsible for overseeing the asset management, business development and development activities for properties within the third-party division. Additionally, Mr. Fuller served as Vice President of Investments for The Weitzman Group, acquiring mixed-use properties and land for development. Before joining Weitzman, Mr. Fuller was responsible for the leasing, management and redevelopment of the ING/Clarion national retail portfolio.

Prior to ING/Clarion, Mr. Fuller served as Executive Vice President and Chief Operating Officer for MEPC American Properties, which was a subsidiary of London-based MEPC, plc, an international real estate development company. During his tenure with MEPC, Mr. Fuller oversaw the \$165 million development/redevelopment of Northridge Fashion Center (Northridge, CA).

### Education and Affiliations

Mr. Fuller earned a bachelor of science degree in finance and accounting from Minnesota State University. He serves on a Retail Development Council for the Urban Land Institute and is a member of the National Association of Certified Public Accountants.



### Representative projects:

- 2013 Chico Mall renovation
- 2006-2010 \$200M in renovations and redevelopments
- 2000-2003 Waterside Shops (sale)
- 1999-2000 North Michigan Avenue (theater negotiation)
- 1997-1998 Bakersfield, CA, (development)
- 1996-1998 Northridge Fashion Center (expansion)
- 1994-1995 Northridge Fashion Center (rebuilding)
- 1991-1992 Boulevard Mall (expanding and renovated)

## Carol O'Grady

Vice President, Regional Marketing Manager  
Retail, Chicago/Midwest



### Current Responsibilities

Based in Chicago, Ms. O'Grady is a Regional Marketing Manager for JLL Retail and oversees consumer marketing for properties in the Midwest. Her responsibilities include the development and execution of marketing strategies to maximize sales, collaborating with leasing to enhance properties' merchandise mix and identifying new sources of alternative revenue. Ms. O'Grady coaches the field marketing employees to ensure that JLL best practices are being implemented. Additionally, Ms. O'Grady oversees Retail's strategic marketing efforts including sales programs, market research, development of national programs, and public relations and advertising initiatives.

### Experience

Ms. O'Grady has an extensive background in retail marketing, with more than 30 years' experience in the shopping center industry. Ms. O'Grady has marketed super-regional malls, grand openings, redevelopments and grand re-openings. Significant projects she has worked on include the \$65 million redevelopment of Ford City, Chicago, Illinois; the opening of Bloomingdale's premiere location in Chicagoland; and the \$100 million redevelopment of Old Orchard Shopping Center in Skokie, IL.

Prior to joining Jones Lang LaSalle, she operated her own marketing consultant company for two years. She has also served as the Vice President of Marketing for General Growth Properties, Inc. where she was responsible for all marketing efforts of 37 shopping centers, and served as head of marketing for Equity Properties and Development Limited Partnership (EPDLP). Ms. O'Grady also worked as a Marketing Manager with Homart Development Co. for 12 years prior to joining EPDLP.

### Education and Affiliations

Ms. O'Grady earned a bachelor of arts degree from St. Mary's University in Winona, Minnesota. Ms. O'Grady is an active member of the International Council of Shopping Centers (ICSC) and the National Retail Federation. She received her Certified Marketing Director (CMD) designation from ICSC and has won numerous awards including a CLIO and several MAXI's.

### Relevant Experience (Partial List)

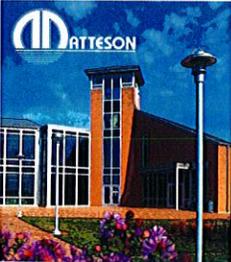
Project Name	City, State	Involvement
Village of Matteson	Matteson, IL	On-going consultancy regarding the overall retail plan for the Village and specifically the re-purposing of the Lincoln Mall property
McCormick Place	Chicago, IL	Consultancy on the redevelopment in and around McCormick Place as to the types and amount of retail that would be a viable component of the redevelopment

## Section III: Past Experience

*Describe previous experience assisting shopping centers with redevelopment and/or repurposing of vacated anchor space. Experience should include a track record of attracting new businesses.*

Our Midwest team's diverse retail expertise will provide you with the right guidance and insight to succeed. We have assisted multiple shopping center clients on redevelopments, remarketing and repositioning of retail assets, and the replacement of anchor stores throughout the country. We create a customized approach that provides innovative value enhancement and preservation strategies that stay within ownership's financial goals and objectives.

Our redevelopment and repositioning programs have had a dramatic impact at many properties over the years, transforming some of them into the dominant centers within their trade areas, as well as enhancing long-term asset values. The following is a sampling of JLL's experience with redevelopment and repurposing of vacated anchor space.

Client	Situation
<p><b>Village of Matteson</b></p> 	<p><b>Location:</b> Matteson, IL  <b>Size (s.f.):</b> 50 acre site  <b>Property Type:</b> Enclosed mall with lifestyle and entertainment center  <b>Services:</b> Consultancy</p> <p>JLL works with the Village of Matteson to access the redevelopment and repurposing of the Lincoln Mall, an antiquated retail property within the Village. Additionally, JLL provides insight into the overall retail development for the entire Village (types and amount of retail needed to fulfill the needs of the Village and surrounding marketplace).</p>
<p><b>McCormick Place</b></p> 	<p><b>Location:</b> Chicago, IL  <b>Size (s.f.):</b> 2.6 million square feet  <b>Property Type:</b> Convention Center, Hotel and Retail Development  <b>Services:</b> Consultancy</p> <p>JLL worked with McCormick Place to identify the viability of retail to the redevelopment of the area in and around Chicago's convention center (third-largest convention center in the U.S.). The study provided detailed information, recommendations, strategies and timeline on the various locations for retail, types of retail, and the amount of retail to complement the project.</p>

Client	Situation
<p><b>Rosedale Center</b></p> 	<p><b>Location:</b> Roseville, MN  <b>Size (s.f.):</b> 1,149,487  <b>Property Type:</b> Enclosed mall with lifestyle and entertainment center  <b>Services:</b>            JLL worked with ownership to purchase the Mervyn's building and parcel, and created a redevelopment plan to add an entertainment and lifestyle component to the center. Provided development services for The Plaza at Rosedale Center addition of 182,100 square feet of stores, restaurants and the 14-screen AMC Theatres. Tenants for the lifestyle component include Granite City Food &amp; Brewery, Panera Bread, Williams-Sonoma and Talbots, Borders, JoS. A. Bank, Ann Taylor Loft, DSW Shoes, Lucy, Chipotle, Potbelly Sandwich Works and a 60,000 s.f., 14-screen stadium-seating AMC Theatre</p>
<p><b>The Palms at Town &amp; Country</b></p> 	<p><b>Location:</b> Kendall, FL  <b>Size (s.f.):</b> 735,000 s.f.  <b>Property Type:</b> Power and lifestyle center  <b>Services:</b>            Provided leasing, management, marketing and construction management services to help ownership with Phase II of the redevelopment and repositioning of the existing site into an alluring retail, dining and entertainment center, now serving as the "Downtown Kendall" for the community. Negotiated deals with key, strong anchors – Dick's Sporting Goods (the first in Dade County) and Total Wine &amp; More. Attracted key retailers and restaurateurs including Blue Martini, Cadillac Ranch, Haagen Dazs, Carmines La Trattoria, CG Burgers, and Nordstrom Rack</p>
<p><b>Burbank Town Center</b></p> 	<p><b>Location:</b> Burbank, CA  <b>Size (s.f.):</b> 1,200,00 s.f.  <b>Property Type:</b> Enclosed mall  <b>Services:</b>            Completed the redevelopment of the mall exterior which included a new center name and streetscape facade featuring P.F. Chang's China Bistro and Pasta Po- modoro, which anchors a downtown Burbank redevelopment effort</p>
<p><b>Chico Mall</b></p> 	<p><b>Location:</b> Chico, CA  <b>Size (s.f.):</b> 505,180 s.f.  <b>Property Type:</b> Enclosed mall  <b>Services:</b>            Completed an exterior renovation, upgraded the food court and common areas to increase shopper loyalty. Enhanced the merchandise mix by securing national tenants such as The Buckle, Justice Dick's Sporting Goods, Chipotle Mexican Grill, Maurices and Crazy 8.</p>

Client	Situation
<p><b>Town Center Plaza</b></p> 	<p><b>Location:</b> Kennesaw, GA  <b>Size (s.f.):</b> 220,969 s.f.  <b>Property Type:</b> Power center  <b>Services:</b>  Created and implement a remerchandising plan to fill the numerous vacancies along with a building remodel, landscaping upgrades and parking lot improvements. Attracted Home Goods as a new anchor joining Marshall's and TJMaxx. Also, Off Broadway Shoes was added as a junior anchor along with inline retailers Motherhood Maternity, Dress Barn, Chicken Salad Chick, Gigi's Cupcake, School Box, Cricket Wireless complementing the existing merchandise mix. Due to the team's leasing success in securing strong national retailers, we were able to retain Catherine's, Men's Wearhouse, Subway and Sally Beauty. The center has been transformed into a primary shopping center for the community.</p>

## Section IV: Pricing

Describe your fees and methodology for billing. Provide a schedule of hourly rates that will apply for additional services provided.

JLL proposed fee structure is based on the following scope of services outlined in the RFP.

- Assist and advise in ongoing negotiations with CBL with respect to requested financial assistance.
- Aid and assist the City on strategies to repurpose the mall as a whole as well as the currently vacated anchor space in Wausau Center Mall, incorporating an entertainment component at the center.
- Analyze, evaluate and recommend strategies to engage the community in discussion, such as a task force and/or public information session(s).

### Consulting services

Service	Fee
Consulting Services	<ul style="list-style-type: none"> <li>▪ A monthly fee of \$4,000*</li> </ul>
Reimbursable Expenses	<ul style="list-style-type: none"> <li>▪ All out-of-pocket expenses, if any, directly related to our engagement, including travel costs</li> </ul>

\*At least once a month, JLL shall invoice the City of Wausau for its fees, expenses and costs incurred during that month, including reimbursable expenses.

### Additional services

As previously noted under the capabilities portion of this response (pages 3 and 4), full retail services are available for additional fees. The following outlines such proposed fee structure for additional services that JLL can provide to the City to help create and implement a redevelopment plan.

### Development

Service	Fee
Development Management Services	<ul style="list-style-type: none"> <li>▪ 1.5% of total project costs.</li> <li>▪ A monthly payroll reimbursement of the total development fee divided by the term of the development (determined by the scope).</li> <li>▪ All project-related costs including but not limited to, copying charges, postage, outsourced administrative expenses, market research, architectural, engineering and legal costs</li> <li>▪ Travel for the development team</li> <li>▪ Reimbursable expenses, other than listed above, will be pre-approved by owner in writing</li> </ul>
Plan Review and Tenant Coordination	<ul style="list-style-type: none"> <li>▪ \$3,500 for tenant construction costing more than \$100,000</li> <li>▪ \$1,500 for projects costing less than \$100,000</li> <li>▪ \$500 for sign review</li> </ul>

Service	Fee
New Lease	<ul style="list-style-type: none"> <li>▪ 4% of the net rent, exclusive of Tenant Broker.</li> <li>▪ 7% of the net rent, with Tenant Broker to be shared evenly between JLL and the Tenant Broker. JLL will generally be responsible for negotiating, contracting with and paying the Tenant Broker.</li> <li>▪ Renewal lease transactions: 1/2 of the new lease rate.</li> </ul>
Big Box Lease	<ul style="list-style-type: none"> <li>▪ New lease transactions of 20,000 SF or more, \$3.50 PSF exclusive of Tenant Broker.</li> <li>▪ New lease transactions of 20,000 SF or more, \$7.00 PSF with Tenant Broker.</li> <li>▪ Renewal lease transactions: 1/2 of the new lease rate.</li> </ul>
Ground Lease	<ul style="list-style-type: none"> <li>▪ 4% of the net rent, exclusive of Tenant Broker.</li> <li>▪ 6% of the net rent, with Tenant Broker to be shared evenly between JLL and the Tenant Broker. JLL will generally be responsible for negotiating, contracting with and paying the Tenant Broker.</li> <li>▪ Renewal lease transactions: 1/2 of the new lease rate.</li> </ul>
Property Sale	<ul style="list-style-type: none"> <li>▪ 4% of the Gross Proceeds, exclusive of Tenant Broker</li> <li>▪ 6% of the Gross Proceeds, with Tenant Broker to be shared evenly between JLL and the Tenant Broker. JLL will generally be responsible for negotiating, contracting with and paying the Tenant Broker.</li> </ul>
Department Stores (exclusive of outside broker)	<ul style="list-style-type: none"> <li>▪ \$2.50 per s.f. for new agreements</li> <li>▪ \$30,000 per operating covenant extension</li> <li>▪ \$0.75 per s.f. for recapture agreements</li> <li>▪ \$0.75 per s.f. for lease extensions</li> <li>▪ \$50,000 per department store for site plan approvals</li> <li>▪ \$250 per hour for department store document audit</li> </ul>
Rent Relief Negotiations	<ul style="list-style-type: none"> <li>▪ Same as a renewal lease transaction if additional term is added to the current lease.</li> </ul>
Time of Payment	<ul style="list-style-type: none"> <li>▪ For new leases, 50% of the commission shall be due and payable upon execution of the lease by Owner and the Prospective Tenant; 50% of the commission shall be due and payable when Prospective Tenant opens for business or pays first month's rent, whichever is to happen first.</li> <li>▪ For expansions and renewals, 100% of the commission shall be due and payable upon execution of the lease amendment or other definitive document evidencing such transaction by Owner and Tenant.</li> </ul>
Lease Termination	<ul style="list-style-type: none"> <li>▪ The greater of \$3,500 or 4% of the buy-out payment for all leases where JLL is responsible for negotiating and documenting 1) an early lease termination or 2) a lease restructure where the client obtains unilateral termination rights.</li> </ul>
Specialty Licensing/Sponsorship	<ul style="list-style-type: none"> <li>▪ 12% of the deal revenue sourced by JLL</li> </ul>
Reimbursable Expenses	<ul style="list-style-type: none"> <li>▪ All out-of-pocket expenses, if any, directly related to negotiating leases, including design and development, production and distribution costs for fact sheets, leasing brochures, other elements of leasing packages, property signage and other forms of advertising of space.</li> <li>▪ Travel for the leasing team</li> <li>▪ \$833 per month for trade shows</li> </ul>

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Service	Fee
Early Termination	<ul style="list-style-type: none"><li>▪ Either party may terminate the contract upon 60 day's written notice; however, the client agrees to guarantee immediate payment to JLL for all leasing commissions and development fees due, plus provide for a 180 day protection period for any leasing deals in negotiation at the time of termination</li></ul>

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## Section V: References

*Provide at least three references including a contact name, telephone number and email address.*

The following references can be used to address our firm's capabilities.

Company	Contact	Telephone	Email Address
Lincoln Properties Group	Phil Pearson	+1 214 740 3368	ppearson@lpc.com
Ramsey County Regional Railroad Authority (RCRRA)	Jean Kreuger	+1 651 266 2784	jean.krueger@co.ramsey.mn.us
Deutsche Asset & Wealth Management	Kelly Shiffer	+1 214 740 7940	kelly.shiffer@db.com
LaSalle Hotels	Joanna Zook	+ 1 301 941 1521	jzook@lasallehotels.com

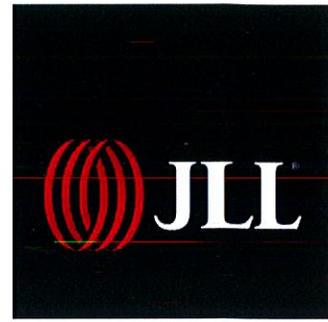
## Summary

JLL is highly confident that its team, led by Larry Kilduff, will be able to successfully provide the expertise and thought leadership to guide the City of Wausau through the redevelopment opportunities presented by the vacant anchor space at Wausau Center Mall, the premiere shopping destination within the marketplace. It is our willingness to take on complex projects, hard work, resources and vision that will provide the best possible outcome, the continued growth of this viable retail location.

At JLL, Our culture is real and sets us apart from our competition. We live it, we share it, we embrace it, and our clients feel it every day. At its foundation, our unique brokerage culture is simple:

- We value **Integrity** above all else – always doing the right thing and winning with integrity
- **Teamwork** is the key to success – we work together to win and execute business
- We strive for **Excellence** in all we do – never settling for good, always striving for great

It would be our honor to provide consultant services to the City of Wausau and know that we will be able to fulfill the guidance the city is seeking to assist and advise in ongoing negotiations with CBL regarding their requested financial assistance, aid and assist on strategies to repurpose the mall, and to analyze the situation and provide recommended strategies to engage the community.



## Contact information

### Larry Kilduff

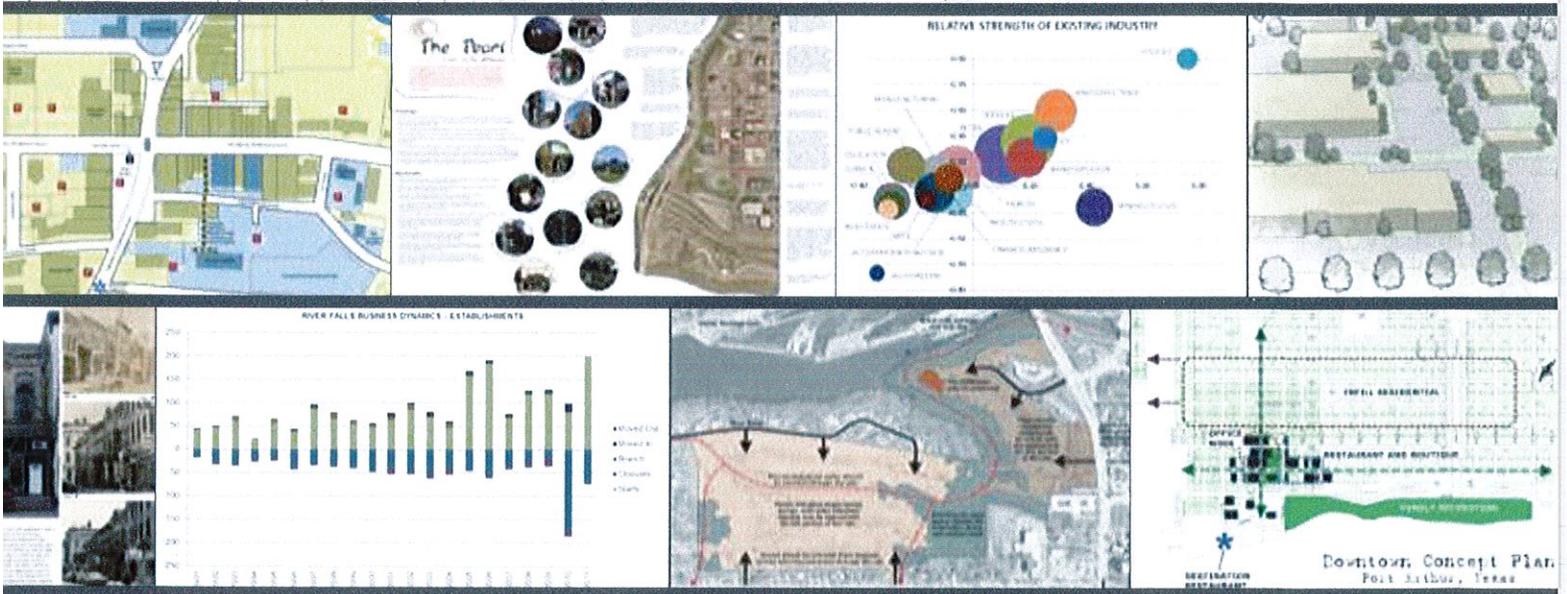
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*Thank you*

# PROPOSAL WAUSAU CENTER MALL CONSULTATION

Wausau, Wisconsin



## PLACE DYNAMICS LLC

3090 South Country Lane  
New Berlin • Wisconsin • 53146  
[www.placedynamics.com](http://www.placedynamics.com)

Contact: Michael Stumpf, AICP, CECD  
Phone • (262) 510-2131  
Email • [michael.stumpf@placedynamics.com](mailto:michael.stumpf@placedynamics.com)

5 January 2015

Wausau City Hall  
Attn: Megan Lawrence  
Economic Development Manager  
407 Grant Street  
Wausau, WI 54403

RE: RFP for Shopping Center Consultant Services

Ms. Lawrence:

Thank you for the opportunity to submit this proposal to provide consulting services to the City of Wausau. We understand the City's desire to bring in outside expertise to partner with the City in bringing about a successful repositioning of the Wausau Center Mall. This may include advising the City in negotiations with the owner or tenants, and on overall approaches to the mall and the broader downtown district.

Place Dynamics has a national practice working with communities to help them identify and realize opportunities for retail development. Our services include market analysis, target identification, development strategies, and business district revitalization. We have worked with many communities having struggling malls, advising them on these properties as part of broader retail strategies.

While our work across the country gives us the knowledge of strategies used elsewhere, we also come to this project with a good deal of familiarity with the Wausau market. Since the middle of 2014 we have been working with the City of Marshfield to prepare its downtown plan, including an extensive market analysis that reaches into the Wausau area. Our past work includes nearby communities like Appleton and Little Chute, which bound the trade area on the east.

The team we have assembled for this project all bring many years of professional experience in retail market analysis and economic development. I (Michael Stumpf) will lead this team, and have more than 25 years of experience in the field. I can answer any questions you may have concerning our proposal. I may be reached directly at (262) 510-2131, or via email [michael.stumpf@placedynamics.com](mailto:michael.stumpf@placedynamics.com). I will look forward to your decision.

Sincerely,



Michael Stumpf, Principal  
Place Dynamics LLC

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## PROJECT UNDERSTANDING

Thirty years ago the City created Wausau Center Mall as a strategy to preserve the retail vitality of its downtown. In many ways it was a forerunner of the hybrid malls we see today; an enclosed mall with an attached open air lifestyle center. For many years the Center functioned solidly, though more recently there has been a turnover in specialty stores, with some key chains exiting the mall. In 2014 the Penney's store, one of three anchors, was among several stores the chain closed.

Wausau is the commercial service center for a large part of central Wisconsin, especially to the north and east. The greatest nearby competition comes from Steven's Point and Marshfield, where smaller enclosed malls are struggling to retain quality retail tenants. Even closer, most discount and category chains are located along Highway 51 to the south. Cedar Creek Mall's fashion outlets compete directly with Wausau Center, and that mall is scheduled for a \$6 million renovation in 2015. The primary destination for northeastern Wisconsin and the Upper Peninsula, though, is Fox Valley Mall, which offers a much greater selection of retailers not found in Wausau or elsewhere in the region.

Challenges for Wausau Center Mall can be expected to grow before a solution can be implemented. It is unlikely that Sears will survive 2015. With its probable departure, two of three anchors, and two 85,000 square foot spaces will be empty. This is difficult space to fill, as there are very few potential tenants occupying mall space of that size. There will be a tendency to want to fill the space with non-retail use. This may be acceptable to the owner as it still provides a revenue stream. But the City's interest is broader than the mall. It has a vision of a vibrant downtown anchored by a retail center. Placing uses such as an office building, church, or community center in the mall anchor space will not draw customers. The mall will not be able to keep or attract specialty retail chains, and the independent businesses outside of the mall will see a drop in traffic.

Cannibalization is a related concern. With a dwindling number of retailers who may consider Wausau Center Mall, the owners will increasingly turn to businesses already in the community. This will include independent businesses like those in the downtown, in addition to chains. Unless it is careful, the City may find itself shifting vacancies from one part of the city to another. This is especially undesirable if the City has provided financial assistance to the mall, only to be forced to invest in another area to return it to vitality.

In the midst of this, there is speculation that CBL is trying to sell the property. In doing so it would be following a pattern set by other major retail REITs, who have been selling off their weaker properties to focus on a core portfolio of high-performing malls. Using the City's estimate of \$55 million in sales, not including the vacant Penney's space, and even allowing for a 20 percent common area allowance, the Wausau Center Mall has sales averaging about \$200 per square foot. This compares to the national average of \$340 per square foot. It would seem highly likely that this mall is one targeted for sale.

CBL is an experienced mall owner with several high quality properties and good access to capital. It has a highly qualified and connected leasing team, with the ability to bundle leases to recruit top tier tenants to its class B properties. The buyer market for class B malls is filled by much smaller players, either individual investors or smaller REITs with poorer resources to bring to the table. At a time when the mall needs significant investment and expertise, the City may find it in the hands of a less qualified owner.

Place Dynamics may assist the City in several ways, from market research and positioning, through retail target identification and recruitment. We can advise the City on redevelopment strategies and the use of incentives to bring about positive change, whether working for the owner or tenants.

## CAPABILITIES AND TECHNICAL EXPERIENCE

Place Dynamics has many resources to bring to the table for this project, in addition to the capabilities of our staff. These include our own market research models and retailer databases.

### PROJECT TEAM

The following is the proposed team for this assignment. These individuals are experienced in most facets of retail economic development, small business development, and market research.

#### **Michael Stumpf, Principal**

Project Manager/Lead Consultant

Michael is an economic development specialist with a great deal of experience in retail market research both in the public sector and for independent and chain retailers across the United States. His work includes market research and development site analysis for major retail chains including Walmart, Home Depot, Walgreens, and others. Michael's resume follows.

#### **Cecilia Deal, Business Development Specialist**

Small Business Consultant

Cecilia Deal comes to the team with a unique background in small business and entrepreneurship. She has provided consulting services to many small retailers and her expertise may be called upon with regard to these businesses.

#### **David Gray**

Economic Development Consultant

David has a varied background with more than 15 years in economic development and real estate development. His work includes many commercial and residential real estate analyses for public and private sector clients, primarily in the eastern third of the United States. David also supports the team's GIS and other technical functions.

## ECONOMIC DEVELOPMENT

- Business Climate Study, Webster County, Iowa
- Business Incubator Feasibility Study, River Falls, Wisconsin
- Commercial Development Program, Boone County, Illinois
- Coworking and Entrepreneurship Study, Idaho Falls, Idaho
- Economic Benchmark Analysis, Santa Fe, New Mexico
- Economic Cluster Analysis, 7-County Region, Iowa
- Economic Development Assessment, Escambia County, FL
- Economic Development Assessment, Pleasantville, NJ
- Economic Development Marketing, Sun Prairie, Wisconsin
- Economic Development Plan, Marquette, Michigan
- Economic Development Plan, Mazomanie, Wisconsin
- Economic Development Strategy, Schoharie County, NY
- Economic Development Strategy, Whitewater, Wisconsin
- Enterprise Zone Marketing Strategy, Belvidere, Illinois
- Incentives Study, Spruce Grove, Alberta
- Industry Target and Marketing Plan, Coos County, NH
- Industry Target and Marketing Plan, Spruce Grove, Alberta
- Industry Target Study, Webster County, Iowa
- Coworking Study, Southeastern Wisconsin
- Manufacturing Relocation Study, Chicago Region, Illinois
- Natural and Organic Food Industry Initiative, Boulder, CO
- Retail Development Workshop, Kansas
- Retail Development Workshop, South Dakota
- Rural Tourism Asset Map, Rock/Henry/Mercer Counties, IL
- Souris Basin Regional Recovery Strategy, Ward Co., ND
- Targeted Industry Market Development, Rockford, Illinois
- Tourism Development Plan, Whitewater, Wisconsin

## MARKET ANALYSIS AND DEVELOPMENT STRATEGIES

In addition to the projects listed below, Michael has conducted the market research, site selection, and site feasibility analysis for more than 40 commercial development projects across the United States.

- 28<sup>th</sup> and Jay Mixed Use Development Analysis, Boulder, CO
- Best Use Analysis, Little Chute, Wisconsin
- Development Opportunities Analysis, Holmen, Wisconsin
- Downtown Market Analysis and Strategy, Ripon, WI
- Economic Impact Analysis, Monroe, Wisconsin
- Economic Impact Analysis, Stoughton, Wisconsin
- Grocery Analysis, Madison, Wisconsin
- Hotel Development Analysis, Ripon, Wisconsin
- Hotel Feasibility Analysis, Pointe Coupee Parish, Louisiana
- Hotel Feasibility Analysis, West Feliciana Parish, Louisiana
- Housing Development Site Analysis, Munising, Michigan
- Housing Needs Analysis, Whitewater, Wisconsin
- Housing Development Site Analysis, Woodstock, Illinois
- Impact Fee Review, Oak Grove, Wisconsin
- Impact Fee Review, Somerset, Wisconsin
- Impact Fee Review, St. Joseph, Wisconsin
- Market Analysis & Recruitment Strategy, Bay St. Louis, MS
- Market Analysis, Belvidere, Illinois
- Market Analysis and Development Strategy, Alamogordo, New Mexico
- Market Analysis and Development Strategy, Gallup, NM
- Market Analysis and Development Strategy, Jamestown, North Dakota
- Market Analysis and Development Strategy, Layton Boulevard Neighborhoods, Milwaukee, Wisconsin
- Market Analysis and Development Strategy, Mazomanie, Wisconsin
- Market Analysis and Retail Strategy, Whitewater, WI
- Northside Market Analysis, Madison, Wisconsin
- Sales and Economic Impact Analysis, Murrysville, PA

## OFFICE/INDUSTRIAL PARK DEVELOPMENT

- Bluff Road Commercial Corridor, Whitewater, Wisconsin
- Enterprise Business Center, Racine County, Wisconsin
- Highway 14 Industrial Park, Mazomanie, Wisconsin
- Northcentral Iowa Ag-Industrial Center, Fort Dodge, Iowa
- Williams Value-Added Agricultural Park, Williams, Iowa
- Whitewater Business Park, Whitewater, Wisconsin

## URBAN PLANNING

- Comprehensive Plan, Appleton, Wisconsin
- Comprehensive Plan, Boulder, Colorado
- Comprehensive Plan, Franklin, Wisconsin
- Comprehensive Plan, Menomonee Falls, Wisconsin
- Comprehensive Plan, Nashota, Wisconsin
- Comprehensive Plan, West Milwaukee, Wisconsin
- Comprehensive Plan, Whitewater, Wisconsin
- East Gateway Neighborhood Plan, Whitewater, Wisconsin
- East Side Neighborhood Growth Area Plan, McFarland, WI
- Development Review, Pewaukee, Wisconsin
- Disaster Recovery Strategy, Blenheim, New York
- Interstate 94 Corridor Land Use Plan, Raymond, Wisconsin
- Land Use Plan, Sycamore, Illinois
- Master Plan, Mazomanie, Wisconsin
- Neighborhood Vision/Impact Assessment, Fitchburg, WI
- Oneida Street Corridor Plan, Appleton, Wisconsin
- Plan Commission, Erie, Colorado
- Richmond Street Corridor Plan, Appleton, Wisconsin
- Wayfinding Plan, Whitewater, Wisconsin
- West Gateway Neighborhood Plan, Whitewater, Wisconsin
- Wisconsin Avenue Corridor Plan, Appleton, Wisconsin
- Churchyard Park Concept Plan, Mazomanie, Wisconsin
- Comprehensive Outdoor Recreation Plan, Hartland, WI
- Comprehensive Outdoor Recreation Plan, Omro, WI
- Flatiron Park Concept Plans, Whitewater, Wisconsin
- Jones Park and the Fox Riverfront Plan, Appleton, WI
- Moraine View Park Development Plan, Whitewater, WI
- Park and Recreation Master Plan, Appleton, Wisconsin
- Railroad Heritage Corridor Plan, Mazomanie, Wisconsin



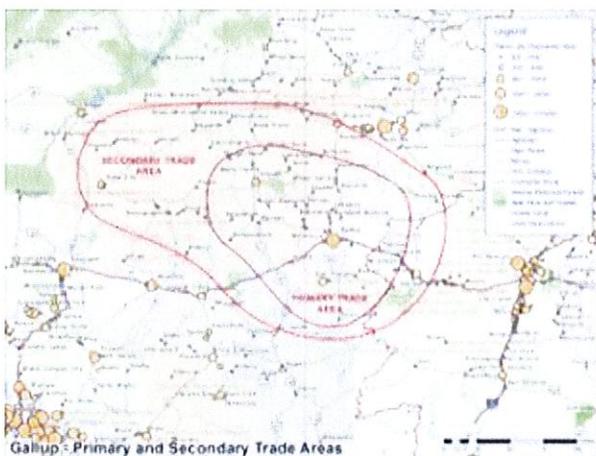
## MARKET ANALYSIS AND DEVELOPMENT STRATEGY

### Gallup, New Mexico

A famed stop on Historic Route 66, Gallup sees a tremendous volume of tourist traffic not only for the road itself, but for arts, culture, outdoor adventure. The City also serves as the market center for a vast area including most of the Navajo, Hopi, and other reservations. With 110 trading posts, the city is estimated to handle as much as 85 percent of the trade in authentic Native American arts, crafts, and jewelry.

The City has a strong interest in developing its retail base and suspected that it was losing traffic to Albuquerque and Flagstaff, both 100 miles distant. Place Dynamics was hired to conduct an analysis of retail, dining, and lodging markets, to identify opportunities to attract new businesses in these sectors, and to recommend strategies for business attraction and development of its commercial districts. These included the Rio West Mall, a 515,000 square foot enclosed center with a 28 percent vacancy rate, including a shuttered theater and an 82,000 square foot anchor space formerly filled by Kmart.

Traditional market analysis approaches will underestimate the size of the trade area and the purchasing potential of its nearly 200,000 residents. Gallup's historic relationship with the Indian communities mean that many people will travel past larger communities to shop Gallup instead. Income is low by typical measures, but there is a great deal of unreported income, and free or reduced cost housing and health care result in greater disposable income. Visitor spending has a tremendous impact on specialty retail and dining.



Multiple development opportunities were identified for general merchandise and specialty stores, including specific targets such as Sam's Club, Target, and Tractor Supply Company. The market can also support more eating and drinking places and a new mid-scale hotel.

The strategy recommended development planning and infrastructure to open large sites facing the interstate, reopening the mall theater with restaurant seating, reformatting the mall with more outward-facing stores, and better highlighting historic features of Route 66 to draw tourists.

Place Dynamics also produced a marketing piece for the community to use to attract businesses.



## MARKET ANALYSIS AND DEVELOPMENT STRATEGY

### Silver City Neighborhood, Milwaukee, Wisconsin

Silver City overlooks the Menomonee Valley, where Milwaukee's manufacturing was centered for more than a century. The decline in manufacturing has brought changes, but this has remained a healthy community. Hispanic homebuyers are slowly replacing Eastern Europeans, leading to an eclectic mix of old and new businesses.

There has been substantial redevelopment in the valley, bringing in new businesses as well as an extensive parks and a path system. Pierce Street, in the Silver City Neighborhood, parallels the bluff overlooking the parks and valley. Uses like the Urban Ecology Center, the Wisconsin Bicycle Federation, and a specialized racing bike manufacturer have joined the older metal manufacturing and warehouse uses along this street. Moving forward, the analysis recommended positioning these buildings for renovation or redevelopment to attract similar niche and sustainable manufacturing and design businesses. There is a market for these uses, which tend to have a floor area need much smaller than the large uses located down in the valley.

National Avenue is the main commercial thoroughfare and was developed by the 1920's along a trunk streetcar route. There are many distinctive Spanish revival, Tudor revival, Colonial revival, and art deco buildings along the strip, but most have a relatively small floor area. Parking is limited. National Avenue is a major corridor extending from the downtown through the suburbs. Miller Park is just to the north, and the Wisconsin Expo Center and Wisconsin State Fairgrounds are just to the west. Based in part on these major visitor destination, it was recommended that the street be promoted as an ethnic dining and shopping venue, building upon varied restaurants (Mexican, Chinese, Thai, Korean, Peruvian, etc.) already in the corridor. These could be joined by an ethnic market housing multiple vendors.

In addition to the study we produced a marketing piece used to help recruit new businesses.

#### Related Work

- Burnham Park Market Analysis and Strategy
- Layton Park Market Analysis and Strategy
- Retail Site Analysis – North Avenue





# MARKET ANALYSIS AND DEVELOPMENT STRATEGY

## Alamogordo, New Mexico

A traditional market analysis will greatly underestimate the potential of this isolated community on an ancient Spanish trail called the *jornada del muerto*, passing for hundreds of miles through a broad valley between mountain ranges. These same mountains hide over 7,000 vacation homes within the city's trade area. Also hidden is a significant population of undocumented workers not counted by the Census. Further complicating the analysis, 800 German Air Force personnel and two U.S. fighter wings with 2,500 personnel will be transferred to Holloman Air Force Base, just south of the city. The city is also becoming a significant retirement destination.

The city has a captive market of about 80,000 full-time residents, with the nearest larger city more than an hour away. The growing flow of higher-income visitors and second home owners also uses Alamogordo as their primary service center. With a large market and strong growth, the city should be able to attract additional retail and restaurants. Categories considered to be targets included general merchandise stores (discount and warehouse club), hobby stores, sporting goods stores, groceries, and pharmacies.

### ALAMOGORDO NEW MEXICO



#### OPPORTUNITIES FOR RETAIL • DINING • LODGING

##### MARKET HIGHLIGHTS

- Dominant city for a wide trade area
- Strong tourism and second home market
- Expanded training mission at Holloman AFB
- Growing market for retirement community
- Unique product stores and restaurants

##### TRADE AREA POPULATION

2010 Estimate	113,538
2019 Projection	90,641
2023 Projection	82,083

- Alamogordo, the nearby mountains, and Pecos are becoming a potential retirement destination, attracting a large number of households between the ages of 55 and 75.
- There are approximately 7,000 second homes within the trade area.
- Holloman Air Force Base will be taking on an expanded training mission with two new F-16 squadrons.
- The German Air Force will be relocating its US based training units at Holloman AFB.

##### MEDIAN HOUSEHOLD INCOME

Nationwide (2011)	\$42,747
New Mexico (2011)	\$42,890
Alamogordo (2011) (Estimate)	\$43,124
Alamogordo (2010) (Estimate)	\$47,306

Alamogordo compares favorably to other large New Mexico cities. The retail and services local market has a noticeably higher income profile.

LARGEST CITIES	
Las Cruces, New Mexico	75 miles south
El Paso, Texas	86 miles south
Phoenix, New Mexico	170 miles east
Albuquerque, New Mexico	200 miles north

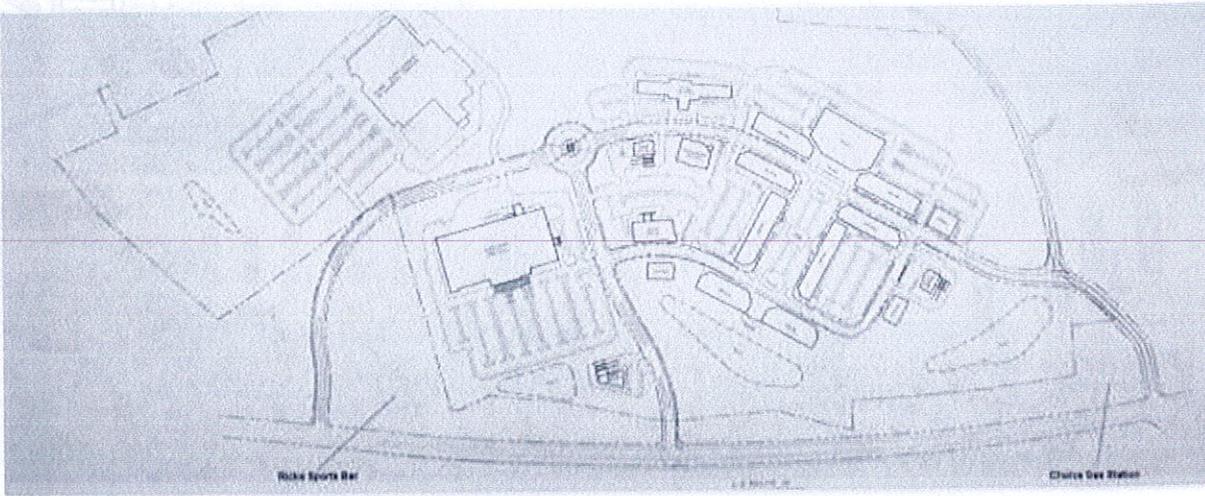


##### TRADE AREA

Alamogordo has a captive market. The city's trade area is defined by distance and terrain. Providing other large cities require a drive of an hour or more, many working professionals travel or through or simply cannot travel and live. Most of the trade area population resides in the city with other concentrations in the surrounding area and in Pecos.

Two parts of the city were specifically addressed in the analysis. The small enclosed mall is struggling to retain and attract tenants, and would be better positioned as an open air center. It will probably lose an anchor (Kmart) in the near future. The downtown is ideally located at the center of town with the highest traffic intersection. It could be revitalized to tap the sizeable visitor market, and already is the location of popular restaurants.

Alamogordo can support additional hotel development. Room nights have grown from 170,000 in 2007 to 191,000 in 2012. Visitors tend to have middle to higher incomes, or include contractors and military personnel associated with the base. As it develops a stronger training role, this travel will increase. A midscale chain such as Comfort Inn or La Quinta would be a good fit for the market.



## SALES AND ECONOMIC IMPACT ANALYSIS

### Murrysville, Pennsylvania

The Shops at 22 is a proposed commercial development in suburban Pittsburgh. The City of Murrysville, where it will be located, requested that the developer provide a statement of economic impact along with the site plan submittal. Place Dynamics reviewed the proposed development to identify job creation and sales estimates for the center.

As planned, the center will be anchored by a 95,000 to 105,000 square foot warehouse grocery and an 80,000 to 85,000 square foot Home Depot. An additional 225,000 to 250,000 square feet of small retail and related uses will be included along with a 105 room hotel, three banks, and three to five restaurants located on outlots.

Taken together, the retail uses are projected to generate \$146,086,000 in annual sales. About a third of this would be from the smaller retail tenants. Performance should improve over time, however, in the short term the mall will be impacted by strong competition around a regional mall a few miles west. Growth will come as subdivisions in the area are built out.

The new businesses will create about 655 jobs. Many will be entry level and a third will be part time. The grocery will create the most jobs (200) with a mean hourly wage of \$11.70, followed by the home center (120 jobs) with a mean wage of \$13.97. Smaller retailers will provide 215 jobs at an average of \$12.89 per hour. Benefits for retail jobs typically run an additional \$4.09 per hour. The best jobs would be created by the banks, with 39 jobs averaging \$17.73 per hour.

Additional information provided in the study included a breakdown of leading job titles within each type of tenant, along with the respective wages paid. The study also addressed a typical distribution of full- and part-time workers.



## DOWNTOWN DISTRICT MARKET ANALYSIS

Ripon, Wisconsin

Ripon is a small community that has leveraged its history and an adjacent liberal arts college to create a vibrant destination downtown retail district. An active Main Street program has helped to restore buildings, promote the district, and recruit new businesses. This organization brought in Place Dynamics to conduct a market analysis and provide clearer focus after a recent downtown plan made many recommendations, but provided no prioritization or evidence of market support.

The City's trade area is not overly large and is losing population as people age and move from the rural hinterland. On the other hand, the city draws a substantial visitor market, with people coming for activities at the college and vacationers taking day trips from lakefront cottages up to fifty miles away. This draw is based on the excellent selection of specialty stores in the district, including several women's clothing and accessories stores, some of which also have a significant web presence.

Opportunities to draw additional retail and dining businesses are based on the strength of the visitor market. Ripon Main Street can bolster its existing businesses and attract new ones by continuing to promote the district to regional visitors, expanding its marketing into Milwaukee and its suburbs. Several retail types can be targeted for attraction.

There is a market for condominiums, but it is limited to 16 to 24 units over the next five years. A preferred site was recommended in the downtown. Bew apartments could be built to replace existing ones, but no growth was projected. Similarly, there is unlikely to be any change in demand for office space.

### Related Work

- Boutique hotel analysis

### SUMMARY OF POTENTIAL TARGETS

Retail or Dining Use	Square Feet
Specialty Food Stores	1,000 - 1,500
Health and Personal Care Stores	2,000 - 3,000
Women's Clothing Stores	3,000 - 5,000
Accessories Stores	1,000 - 1,500
Shoe Stores	2,000 - 4,000
Miscellaneous Specialty Stores	3,000 - 5,000
Full-Service Restaurant	2,000 - 4,000
Housing Use	Units
Condominiums	16 - 24
Apartments	**
Office Use	Square Feet
Primary Employment	**
Local Services	**

\*\* No significant increase

# MARKET AND ECONOMIC RESEARCH EXPERIENCE

## ALBERTA

- Spruce Grove: Industry target study and marketing strategy
- Spruce Grove: Economic development incentives comparative analysis

## CALIFORNIA

- Stockton: Market assessment for residential redevelopment site

## COLORADO

- Boulder: Industry target analysis, component of economic development plan
- Boulder: Market analysis and fiscal impact analysis for proposed mixed use development, 260,000 square feet of commercial space and 300 housing units
- Statewide: Natural and organic product manufacturing market research

## CONNECTICUT

- New Haven: Redevelopment site analysis

## FLORIDA

- St. Petersburg: Market analysis for grocery anchored strip
- Sarasota: Market analysis for grocery anchored strip

## ILLINOIS

- Belvidere: Retail and dining market analysis and attraction strategy
- Buffalo Grove: Market analysis for grocery anchored strip
- Chicago: Site analysis for pharmacy chain (2 sites)
- Chicago north suburban region: Market optimization study for 12-store retail chain
- Chicago region: Manufacturing firm relocation study
- Gurnee: Market analysis for retail chain (3 sites)
- Quad Cities region: Tourism market research and tourism economic impact analysis
- Waukegan: Market analysis for retail centers (3 sites)
- Woodstock: Residential market analysis for proposed subdivision site

## INDIANA

- Indianapolis: Site analysis for retail chain (4 sites)

## IOWA

- Fort Dodge: Industrial market analysis, component of industrial park master plan
- Hamilton County: Industrial market analysis, component of industrial park master plan
- Webster County: Industry target study
- Webster County: Business climate research and workforce survey

## KANSAS

- Manhattan: Retail development workshop

## LOUISIANA

- Point Coupee Parish: Lodging market analysis
- St. Francisville: Lodging market analysis

## MASSACHUSETTS

- Springfield: Market analysis for proposed retail redevelopment site
- Stoughton: Market analysis for proposed retail redevelopment site

## MICHIGAN

- Grand Rapids: Market analysis for retail strip centers (2 sites)
- Marquette: Industry target analysis, component of economic development plan
- Munising: Market analysis and site selection for vacation home development
- Muskegon: Site analysis for chain pharmacy

## MINNESOTA

- Minneapolis: Market analysis for proposed retail development site

## MISSISSIPPI

- Bay St. Louis: Arts tourism market analysis
- Bay St. Louis: Grocery store market analysis and attraction strategy
- Tylertown: Retail market assessment, component of town center plan

## NEW HAMPSHIRE

- Coos County: Industry target analysis and marketing plan

## NEW MEXICO

- Alamogordo: Market analysis and development strategy – retail, service, dining, and lodging sectors
- Gallup: Market analysis and development strategy – retail, service, dining, and lodging sectors
- Las Cruces: Market analysis for possible relocation of an existing retail store
- Santa Fe: Economic benchmark tracking and reporting application

## NORTH DAKOTA

- Jamestown: Market analysis and development strategy – retail, service, dining, and lodging sectors

## PENNSYLVANIA

- Murrysville: Sales and economic impact analysis for 400,000 square foot center, six pad sites, and a 105-room hotel

## SOUTH DAKOTA

- Rapid City: Retail development workshop

## TENNESSEE

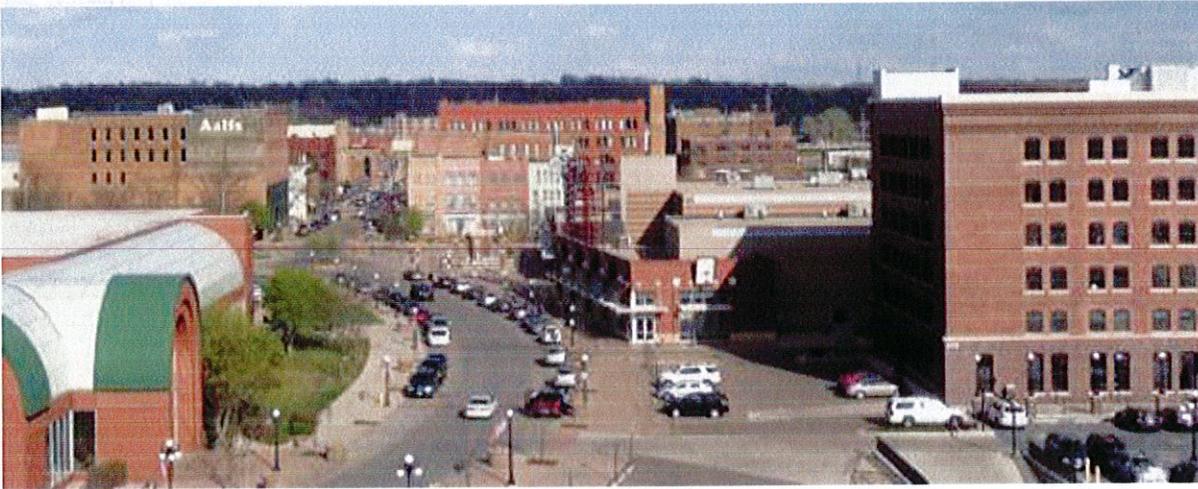
- Lebanon: Market analysis for proposed retail site
- Nashville: Market analysis for proposed retail redevelopment site

## TEXAS

- El Paso: Site analysis for national pharmacy chain store development (4 sites)

## WASHINGTON

- Federal Way: Market analysis for grocery anchored strip
- Kirkland: Market analysis for redevelopment site
- Seattle: Market analysis for redevelopment sites (2 sites)
- Tacoma: Site analysis for retail chain (4 sites)



## DOWNTOWN ASSESSMENT AND STRATEGY

Sioux City, Iowa

Downtown Sioux City has been plagued by high rates of vacancy in many of its downtown buildings. At the same time, there has been recent interest in downtown housing, continued investment in cultural attractions, and the potential to relocate a riverboat casino into the downtown area. With the many challenges and opportunities facing the district, Place Dynamics was part of a team brought in to assess the situation and create a plan to renew its vitality.

Some basic changes in approach were recommended. There is a need to shift economic development efforts from attempting to attract large businesses to attracting, and more importantly, growing new small businesses. Entrepreneurship could be fostered through incubation based on a coworking platform.

The downtown's struggling west end should be redeveloped with a theme of "The Pearl – Dare to Be Different". The concept is a trendy district with eclectic uses, in a mix of very modern and restored buildings. It will be a place to attract younger, educated residents, and a place in which to base entrepreneurial development initiatives.

More amenities, such as parks and dog-friendly places, will help to reinforce downtown as a place to live. Residential development will be a key component of a revitalization strategy. Downtown is attracting younger professionals and more affluent older couples.

A public market can help to meet the need for a downtown grocery, provide an outlet for many regional growers, support a commercial kitchen incubator, and reinforce efforts to promote organic farming in the county.

The relocated casino must be integrated into the fabric of downtown, and serve as an anchor to attract additional entertainment, dining, and shopping. Several potential sites were identified.



## PROJECT FEES

The consultation requested by the City is open-ended in scope, and may involve any number of tasks such as market research, target identification, retail recruitment, advising negotiations, and redevelopment planning. Where a specific product is identified, we will typically provide the City a fixed fee or not-to-exceed price for the task. In other cases, our hourly rates will apply. These hourly rates are as follows:

- Project Manager (Stumpf) .....\$90 / hour
- Small Business Consultant (Deal) ..... \$75 / hour
- Economic Development Consultant (Gray)..... \$75 / hour

Expenses will be billed at cost without markup. Travel (Mileage) will be billed at prevailing IRS rates.

We carry general and professional liability insurance with a \$2 million policy maximum. Copies of these policies can be provided upon request.

Place Dynamics is a veteran-owned small business.

# Rodenas Consulting, LLC

*Serving Retailers, Landlords and Shopping Center Owners*

123 Harbor Ridge Lane So.  
Memphis, Tennessee 38103  
Michael@RodenasConsulting.com

TEL: (901) 526-2827  
MOB: (901) 240-2632  
FAX: (901) 522-2827

May 25<sup>th</sup>, 2014

Ms. Megan Lawrence  
Economic Development Manager  
City of Wausau  
Wausau City Hall  
407 Grant Street  
Wausau, Wisconsin 54403-4783

(715) 261-6683

## **RE: Introduction Letter**

Dear Ms. Lawrence:

It was a pleasure meeting with you recently at the Las Vegas ICSC, and to learn about the possibility of assisting the City of Wausau on the issues concerning Wausau Center Mall. I look forward to the opportunity of being able to assist the city of Wausau.

My experiences of nearly twenty years in retail and commercial real estate and more than 25 years in retail real estate and operations has encompassed a broad variety of projects including landlord redevelopments, sales of large assets such as super regional malls, both landlord and tenant representation with regards to spearheading national and project leasing efforts, as well as working with municipalities on TIF and STIF projects to attract large box retailers, such as the likelihood of Kmart re-opening in communities.

Founding and leading a real estate consulting business the last 13 years, I have many important contacts with large retailers, developers, REITs and national landlords, having successfully negotiated hundreds of leases and economic terms from coast-to-coast on a variety of projects from neighborhood strip centers to downtown locations, to power centers and regional malls. I have a large network of decision makers and senior executives which I can successfully reach to quickly establish some parameters or what may be a likely scenario of concessions or an abatement plan that CBL has likely been offered in the recent past.

I expect that I will be the sole consultant on this project assisting the City of Wausau, and anticipate the project, on an ongoing basis, will take roughly 40-50 hours each month. The initial 2-3 months even likely more time, as I engage myself into the background to gain familiarity with the history of the City of Wausau and the Wausau Center Mall project.

I thank you for the opportunity and invitation to assist your community and you on this project.

Best Regards,

Michael R. Rodenas  
cc: Enclosures: Resume, Contract & References

**RODENAS CONSULTING, LLC  
REFERENCES**

- 1) Mr. Ed Woods (901) 260-7217 - Office  
Director of Retail Leasing (901) 647-7077 - Cell  
Belz Enterprises, Inc. (901) 260-7203 - Fax  
100 Peabody Place – Suite 1400 ed.woods@belz.com  
Memphis, TN 38103
  
- 2) Mr. Jay Stein (480) 949-9011 - Office  
President & Chief Executive Officer (480) 570-1411 - Cell  
Sandor Development Company (480) 949-9020 - Fax  
5725 N. Scottsdale Road jdstein@sandordev.com  
Suite C-195  
Scottsdale, Arizona 85250

\*Mr. Stein is also 14.5% minority Owner of MLB's Colorado Rockies.

- 3) Mr. Frederick G. Kraegel (804) 363-5010 - Cell  
Managing Partner (312) 577-0879 - Fax  
Parham Partners, LLC fkraegel@parhamllc.com  
1229 Hyde Lane  
Richmond, Virginia 23229-6064

\*Mr. Kraegel is a career retail CFO & CEO, and is presently a self-employed consultant, who is also presently Chairman of the Board of Directors at Valparaiso University (Indiana), as well as a board member of Lutheran Services in America, Thrivent Financial Services, and Crumb's Bake Shop, Inc. (NY).

- 4) Mr. Michael Smith (812) 867-4260 - Office  
Senior Vice President of Real Estate (812) 471-9864 - Fax  
Shoe Carnival, Inc. msmith@scvl.com  
7500 E. Columbia Street  
Evansville, Indiana 47715

**Michael R. Rodenas**  
**123 Harbor Ridge Lane South**  
**Memphis, Tennessee 38103**  
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**(901) 526-2827 (fon)**  
**(901) 240-2632 (cell)**  
**(901) 522-2827 (fax)**

**Principal/Managing Member, Rodenas Consulting, LLC, Memphis, Tennessee**

**2001 to present**

Initially founded company with a single client, Shoe Sensation, in 2001, and grew the retail representation business within a few years to represent a diverse group of retail and restaurant clients such as Earthbound Trading, Romancing The Stone, Sakoa & Sushi, Famous Labels, Little Labels, Twenty Below, China Master, Malibu Wings, Underground Attitude & Hong Kong Buffet & Grill for all of their real estate expansion needs on a global national basis, including overseeing as many as 6 agents/attorneys negotiating more than 200 real estate transactions in nearly 40 U.S. States from coast-to-coast.

- **Commercial Brokerage** – Secured client and brokered the sale of a super-regional mall in excess of 1.2 million square feet of retail and restaurants in the St. Louis market.
- **Managed Personnel** – Supervised as many as 6 Rodenas Consulting agents at one time, many of whom were licensed real estate brokers & attorneys in site selection and lease negotiations of several hundred commercial leases nationwide.
- **Redevelopment** – Redeveloped a largely vacant shopping center in Bluefield, Virginia, which had been virtually abandoned, and within 3 years it was 100% leased, and producing several hundred thousand dollars a year of profit annually for Ownership.
- **Civic Minded** – Support Big Brothers & Big Sisters (via ongoing charitable donations through to the present day; as an active member and a Big Brother for 3 years from 2007-2010); The Memphis Boys & Girls Club; The Downtown Elementary School; Memphis, TN, (where I tutored two children weekly, or as my schedule allowed for an entire school year), Memphis City Schools (where my business donated a substantial art collection to be divided and used in every Art class within every school in the Memphis City School District); as well as the local and national Republican party (including working at the polls on Election Day, phone banks or campaigning door-to-door within a swing state prior to Election Day).
- **National & Global Perspective** – Traveled extensively for the last 19 years in my profession, typically between 90,000 and 150,000 flight miles a year, including within virtually every state in the U.S., as well as the Caribbean. Personal travel has also included the countries of Anguilla, Aruba, The Bahamas, Bonaire, Canada, China, Costa Rica, Curacao, Dominican Republic, Hong Kong, Japan, France, Macau, Mexico, The Netherlands, Singapore, Sint Maarten, South Korea, Turkey & The Virgin Islands.
- **Recognized Industry Leader** – Cited & quoted as an industry leader, *National Real Estate Investor*, “Clash of the Titans” pp. 16-24. May 2012

**Real Estate Representative, Kmart Corporation, Troy, Michigan (Chapter 11)**

**2000 to 2001**

Joined company shortly after new CEO was announced for expected aggressive growth in Super K division, and was responsible for a 107-store region encompassing Illinois, Indiana, Kentucky and Missouri generating more than \$1.6 billion in sales for this more than 2,100 unit retailer with annual sales of \$37 billion before filing for Chapter 11 Bankruptcy in January 2002.

- **Market Presentation** – Prepared financial & market analysis and gave presentations of new Super K store sites to the Real Estate Capital Committee, comprised, in part, of the Company's CFO, President & COO and the Chairman & Chief Executive Officer. Received approvals on all three locations presented.
- **Analyzed, Developed & Directed** – Several operations improvements within the stores by recommending and gaining support from both store-level and senior management for capital expenditures for conversions, re-establishing lay-a-ways, parking field upgrades and improved presence through added pylon signage.

**Real Estate Manager, Shoe Carnival, Inc., Evansville, Indiana**

**1999 to 2000**

Hired as the second of two real estate positions at this specialty retailer (SCVL) with annual sales revenue in excess of \$500 million operating more than 250 units primarily in 21 Midwestern, Southern and Southeastern states.

- **Territory Expansion** – Initially responsible for site selections and lease negotiations for three states and region was gradually enlarged to include primarily 12 Midwestern states, including: Indiana, Iowa, Kentucky, Michigan, Missouri, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia and West Virginia.

## Michael R. Rodenas (Page 2)

- **Negotiation** – Reduced average rents more than 11% from the fiscal year 2000 Company average. Was 100% successful in capping triple net charges between three and five percent annually.

### **Regional Real Estate Manager**, Stage Stores Inc., Houston, Texas (Chapter 11)

**1997 to 1999**

Joined this publicly traded \$1.2 billion revenue department store chain (STGS) then operating nearly 700 units in 34 states primarily under the Bealls, Palais Royal and Stage names shortly after the Company's Initial Public Offering during a period of aggressive growth before later filing for Chapter 11 Bankruptcy protection in early 1999.

- **Negotiation** - Negotiated long-term lease commitments in excess of \$20,000,000 with an average rent 22% below the corporate average ranked first among five peers, and received an average landlord contribution of \$287,000 per location for Tenant Improvements (31% above the corporate average, ranked first in the Real Estate department).
- **Market Strategy** - Developed Company's Real Estate strategy for initial entry into U.S. Northeastern markets, which included the states of Delaware, Georgia, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Virginia & West Virginia and often times included the identification of acquisition targets.
- **Built Brand Name** - Successfully opened the first Stage stores in the states of Maryland, Pennsylvania, New York, Virginia and West Virginia with a rent line cap of \$5.00 per square foot.

### **Leasing Representative**, Peebles Inc., South Hill, Virginia

**1995 to 1997**

Joined this \$300 million chain operating more than 140 traditional department stores in 17 states as an Executive Management Trainee and was promoted to a Corporate Real Estate position within five months. Reported directly to the Vice President of Real Estate and the President, CEO and Chairman of the Board.

- **Market Analysis and Forecasting** - Analyzed and targeted markets while conducting lease negotiations for the Real Estate department for the entire U.S. East Coast, Midwestern, Northeastern, Southeastern and Southern territories covering 23 states east of the Mississippi River (MD, NC and VA were the primary responsibility of VP - Real Estate).

### **Customer Service Manager**, Best Products Co., Inc., Richmond, Virginia (Chapters 11 & 7)

**1991 to 1995**

Joined this \$1.5 billion revenue catalog showroom retailer operating 173 stores in 23 states, and assumed increasing levels of management responsibility including Customer Service, Sales Support & Corporate Trainer (ETA).

### **Personal**

- Arizona State University, Tempe, Arizona M.A. Candidate (Expected graduation Spring 2015)
- Purdue University Calumet, Indiana M.B.A. Candidate (Management Concentration)
- Valparaiso University, Valparaiso, Indiana B.A. in Political Science (Business Minor), 1989
- Attended ICSC Exchanges in Atlanta, Birmingham, Bloomington (IL), Boston, Charlotte, Chicago, Columbus, Coeur d'Alene (ID), Dallas, Detroit, Gulfport (MS), Indianapolis, Kansas City, Louisville, Memphis, Milwaukee, Mobile, Monterey (CA), Nashville, National Harbor (MD), New Orleans, New York City, Novi (MI), Omaha, Peoria (IL), Philadelphia, Pittsburgh, Portland, Richmond, Roanoke (VA), Rutherford (NJ), Sacramento, St. Louis, San Antonio, San Diego, San Juan, Stephenson (WA), Sun River (OR), St. Louis, Tampa, Virginia Beach (VA), Washington D.C. & the Annual Las Vegas ICSC Convention (19 years in a row)
- Actively support various charities, including: Memphis Fogelman YMCA, Big Brothers & Big Sisters, The Boys & Girls Club, The Salvation Army, The Shelby County GOP & Tennessee State Republican Party

**City of Wausau, WAUSAU, Wisconsin**

**INDEPENDENT CONTRACTOR AGREEMENT**

This AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between The City of Wausau, located in Wausau, Wisconsin (“Wausau”) and Rodenas Consulting, LLC (“Contractor”), with a primary business address located at 123 Harbor Ridge Lane South, Memphis, Tennessee 38103.

**1. Services To Be Performed.** Contractor agrees to perform the following services for Wausau: Consulting services for the City of Wausau, Wisconsin (the “Property”), as more fully described on Exhibit A attached hereto.

Contractor shall not have the right or authority to enter into or sign any contract of the Property in the name of, or on behalf of Wausau or the owner of the Property. Contractor shall not have the responsibility, nor is it authorized, to act on behalf of Wausau or the owner in any manner other than that expressly provided for in this Agreement. The terms and conditions of any lease or contract must be approved in all respects by Wausau and the owner of the Property.

**2. Time For Performance; Termination.** Contractor will complete performance of these services during the period commencing on July 1<sup>st</sup>, 2014, and ending on June 30<sup>th</sup>, 2015 (One year). Notwithstanding the foregoing, if either party shall default in the performance of any of its respective duties and obligations hereunder, the party not in default may terminate this Agreement upon ninety (90) days written notice to the defaulting party.

**3. Payment.** In consideration of Contractor's performance of these services, Wausau agrees to pay Contractor the amounts set forth on Schedule B.

**4. Invoices and Payments.** Contractor shall submit a projected travel invoice to Wausau for prior approval, as necessary.

Invoices shall be submitted to the following:

**Wausau City Hall**  
407 Grant Street  
Wausau, Wisconsin 54403-4783  
Attn: Ms. Megan Lawrence

Wausau shall pay each invoice submitted by Contractor within fifteen (15) days following its receipt of projected expenses and invoice from Contractor. The foregoing notwithstanding, if Wausau objects to all or any portion of any invoice, it shall notify Contractor within ten (10) days from receipt, give reasons for the objection, and pay that portion of the invoice not in dispute within fifteen (15) days after its receipt of payment from the owner as stated above.

**5. Independent Contractor.** The parties intend Contractor to be an independent contractor in the performance of these services. Contractor shall have the right to control and determine the method

and means of performing the above services; Wausau shall not have the right to control or determine such method or means.

**6. Other Clients.** Contractor retains the right to perform services for other clients.

**7. Assistants.** Contractor, at Contractor's expense, may employ such assistants as Contractor deems appropriate to carry out this Agreement. Contractor will be responsible for paying such assistants, as well as any expense attributable to such assistants, including income taxes, unemployment insurance and social security taxes, and will maintain workers' compensation insurance for such employees.

**8. Equipment and Supplies.** Contractor, at Contractor's own expense, will provide all equipment, tools and supplies necessary to perform the above services.

**9. Confidentiality.** Wausau has disclosed or may disclose to Contractor, or Contractor may come in contact with or observe business information and trade secrets, know-how, marketing plans, inventions and other intellectual property rights (all of which are hereinafter jointly referred to as "Proprietary Information") that are either the property of Wausau or its agent or controlled by Wausau or its agent. Such Proprietary Information must be held in strict confidence by Contractor and must not be disclosed to any third party or used by Contractor except as authorized herein without the prior express written permission of an officer of Wausau for a period of three (3) years except that this obligation with respect to Proprietary Information comprising trade secrets shall continue without limitation. The foregoing obligation shall not apply to information that is rightfully in Contractor's possession without an obligation of nondisclosure or non-use to Wausau or becomes available to the public through no fault of Contractor. Contractor must safeguard all written materials that Wausau supplies to Contractor, must not copy or duplicate such materials without Wausau's prior written consent, and must return such materials to Wausau upon the completion of services hereunder or upon Wausau's request. In the event of a breach or threatened breach of the foregoing provisions, damages to be suffered by Wausau will not be fully compensable in money damages alone; accordingly, Wausau will, in addition to other available legal or equitable remedies, be entitled to an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief.

**10. Use of Name.** Contractor must not, without Wausau's prior written approval, publish or use any advertising, sales promotion or publicity matter relating to services, equipment, products, reports and materials furnished by Contractor wherein the name of Wausau, its subsidiaries and/or affiliates or its agents are mentioned or their identity implied. In addition, Contractor agrees that Contractor will not use Wausau's or its agent's name in poor taste or in a disparaging manner.

**11. Governing Law.** This Agreement must be interpreted, construed and governed by and in accordance with the laws of the State of Wisconsin.

**12. Waivers.** All waivers of a breach or violation of this Agreement by either party must be in writing and cannot operate as, or be construed to be, a waiver of subsequent breach hereof.

**13. Warranties.** Contractor certifies and warrants that:

- (a) Contractor has the experience and ability necessary to perform all services required by this Agreement.
- (b) Contractor will perform its services in a professional manner and all services, equipment, reports and materials furnished hereunder will suit Wausau's business purposes.
- (c) Contractor has full power and authority to enter into and fully perform this Agreement, and no services, equipment, materials or reports furnished hereunder will in any way infringe upon or violate the rights of any third person, including, without limitation, rights of patent, trade secret, trademark or copyright.
- (d) Contractor is responsible for the payment of all federal and state taxes and Contractor understands that Wausau will make no withholding for such taxes from Contractor's fees.
- (e) Contractor will comply with all applicable laws.

**14. Remedies.** In the event of a breach or threatened breach of the foregoing provisions, damages to be suffered by Wausau will not be fully compensable in money damages alone; accordingly, Wausau will, in addition to other available legal or equitable remedies, be entitled to any injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief.

**15. Entire Agreement.** This Agreement embodies the full and complete understanding of the parties hereto and supersedes any previous agreement, written or oral, relating to the subject matter hereof. The parties may modify this Agreement only by written instrument signed by each of the parties hereto.

**16. Captions.** The captions used in this Agreement are for convenience only and cannot affect in any way the meaning or interpretation of any of the provisions set forth herein.

**17. Dissolution.** Should Contractor either expire or be determined by a legal authority or court of law to be either physically or mentally incapacitated, or incapable of carrying out the services to be provided outlined in this Contract, then Wausau has the right to terminate this Agreement. However, any fees owed to Contractor shall be paid to Contractor's trust, which is currently in full force and effect is, the "Michael R. Rodenas Revocable Living Trust", whose Trustees upon death, removal, resignation or disability as certified by a physician's statement shall be Patrick W. Barbus, Friend of Contractor, residing in Buchanan, Michigan, and also Christopher G. Rodenas, Brother of Contractor, who resides in Indianapolis, Indiana.

**18. Notices.** Any information or notices required to be given in writing under this Agreement shall be deemed to have been sufficiently given if delivered either personally or by certified mail (return receipt requested, postage prepaid), to the address of the respective party set forth below, or to such other address for either party as that party may designate by written notice.

**For Consultant:**

Michael Rodenas  
Rodenas Consulting, LLC  
123 Harbor Ridge Lane South  
Memphis, Tennessee 38103

**For Wausau:**

Wausau City Hall  
407 Grant Street  
Wausau, WI 54403-4783  
Attn: Ms. Megan Lawrence

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, as follows:

**CITY OF WAUSAU**

**Contractor: RODENAS CONSULTING, LLC**

By: \_\_\_\_\_  
City of Wausau, Economic Development Manager

By: \_\_\_\_\_  
Michael R. Rodenas, Managing Member

## **SCOPE OF SERVICES**

The Services will include:

Consulting with Wausau, its officials and leaders on the negotiations and parties themselves between CBL Properties and City of Wausau, within the term parameters set forth and approved by Wausau.

Participating in, and cooperating with Wausau in the creation of a merchandising plan for the Property, to be approved by Wausau and, in the event of a significant departure from the original plan, updating the plan for the Property as reasonably requested by Wausau.

Working with legal counsel, as designated and approved by Wausau, through documentation and final execution of Agreements generated by Contractor, and ensuring that Wausau receives a copy of all fully executed agreements within 10 days of full execution.

Coordinating and interacting with Wausau on all negotiations, leasing, sale and consulting related activities.

Presenting to Wausau status reports on all activities at a frequency reasonably requested by Wausau.

Attending informational, leasing, sales and development update meetings as reasonably requested by Wausau.

Working with Wausau's personnel, as necessary, to ensure good, fluid communications with the owners of the mall, CBL Properties, the city of Wausau and its appointed leaders and officials, as well as all parties involved.

## EXHIBIT B

### FEES:

Wausau will pay Contractor the following fees:

- (a) Retainer. \$2,000.00 (Two Thousand Dollars) per month during the Term.
- (b) Renewable: Contract is renewable for 1 (One) year at \$2,200.00 (Two Thousand Two Hundred Dollars) per month during the term.

Payment of the consulting fees will be made contingent of the acceptance and mutual execution of the Contract by Wausau and Consultant, and monthly fees are due payable in arrears every month and within 15 (fifteen) days of submission the Contractor's itemized invoice.

### EXPENSES:

Expense reimbursement will include the reasonable cost of travel required in the performance of services (transportation, lodging, meals, registration, etc.). Any long distance phone usage, postage and overnight delivery charges required in the performance of the services; any charges incurred to manage connectivity to Wausau's email or intranet; and the reasonable cost of any liability insurance needed in the performance of the services.

Predicted costs will be submitted to Wausau for prior approval. Contractor shall have the right to take to the City of Wausau any large mailings and the Property shall mail such items at the Property's expense. All other travel costs must be approved in advance by Wausau.

Wausau shall not pay Contractor for any expenses other than as set forth herein, and Contractor shall receive no other benefits from Wausau.



**Stantec Consulting Services Inc.**  
ViBE Visioning. Brands. Experiences  
1112 Pearl Street, Boulder CO 80302  
Tel: 303 447-8202

March 28, 2014

Ann Werth  
Community Development Director  
City of Wausau  
Wausau City Hall • 407 Grant Street • Wausau, WI 54403  
715-261-6680 or 1-800-6WAUSAU (1-800-692-8728)  
E-mail: comdev@ci.wausau.wi.us

**Re: Proposal for Wausau Mall Reposition**

Dear Ann,

Thank you for the opportunity to present our services for repositioning the Wausau Mall.

Our effort, in collaboration with our office in St. Paul, will lay the groundwork that will provide a road map for the future development on this site.

Stantec ViBE can make a material difference in assisting The City and the Mall Owner, CBL Properties, to reinvigorate and renew the shoppers' experience at the Mall. The outcomes that will result from this work are as follows:

- Clear strategy for repositioning soon-to-vacate tenant spaces
- Connect the property with the urban fabric and improvement being planned with the Downtown area
- Retain current shoppers
- Capture lapsed as well as new shoppers in the catchment
- Retain existing successful tenants
- Give new brands and potential uses or tenants new reasons to lease space
- Build a positive brand for Downtown Wausau

Over the last 10 years, Stantec ViBE has worked with CBL Properties on a number of very successful mall reposition projects in several cities around the country.

We are committed to providing The City with comprehensive, creative and enduring ideas that respond to the issues, opportunities and constraints the project puts before us. Our work will seek to position this project as a successful, admirable and unique place that ties the Mall better with its environment.

Please call me if you have questions or need additional information. Thank you for the opportunity to present this Proposal for your consideration.

Regards,

Daniel Aizenman  
Senior Associate, Stantec ViBE  
Direct: 303 625 0366  
Mobile: 979 739 8422  
daniel.aizenman@stantec.com



Stantec is pleased to submit this Proposal for Conceptual Design Services related to the redevelopment/ repositioning of the Wausau Mall (“The Project”). Project is located in Downtown Wausau, WI. Stantec (“The Designer”) will provide planning and conceptual design services to The City of Wausau (“The Client”) as described in detail below.

**1.0 Discovery Trip**

Two members of the ViBE design team will travel to the site and spend a day meeting with the City and Mall owner representatives on site to survey and discuss existing conditions and to ascertain the particularities of the site that will inform the conceptual SketchPak effort outlined below. Ideas and early design strategies will be discussed in the course of the site visit.

**1.1 Design Brief**

Stantec will prepare a strategic Design Brief outlining the agreed-upon objectives and outcomes for the project. The Design Brief would, upon approval by CBL Properties and the City of Wausua, serve to guide all proposed improvements. Only design solutions that are in service to these strategic objectives will be considered and explored.

**Schedule:** 1 week

**Meeting & Travel:** One trip to Wausau for two designers for 2 days

<b>Task 1.0</b>	<b>Trip and Design Brief</b>	<b>\$6,800</b>
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**2.0 Mall Exterior Improvements**

The SketchPak® is Stantec ViBE’s proprietary work product that concisely defines, describes and illustrates brand character, organization, market, tenant and community appeal of a proposed development project.

The first step in our design process will be the development of the SketchPak. The purpose of this SketchPak is to help ownership and management make informed decisions early, related to the project's potential. This office will explore a number of ideas and alternatives that give tangible form to the overall project character and personality, including architectural character, environmental graphics, identity and visitor focused amenities. Armed with these ideas, sketches and preliminary fabrication allowances, the Client can move forward in structuring the subsequent design phases. The SketchPak also serves as an excellent tool for rapidly conveying the design intent to others such as city officials, lenders, tenants and the press. Stantec professional services for this phase of work include design, meeting, travel, drawing and computer time as necessary to produce the SketchPak. We have assumed that our design team will work closely with consultants to create this vision of the project.

The SketchPak incorporates broad-based thinking and utilizes an array of design disciplines to arrive at a coherent and contextual idea of the projects character and potential. It serves as the master vision for moving the project forward.

During the SketchPak process, the following list of deliverables would be generated and include:

1. Architectural Character- Façade Strategy to integrate to the urban fabric of downtown in coordination with Downtown Master Plan
2. Strategies and recommendations for repositioning the soon to be vacant JC Penney and other tenants.
3. Placemaking strategies and specialty features
4. Site signage recommendations (i.e. monument signs or pylons)



5. Entry located at primary street arrival points.
6. Vehicular directional signage identifying anchors and features
7. Main mall entries and canopies, visibility, brand awareness, and key tenants.
8. Entry and site lighting (non-parking lot related).
9. Ground plane interventions and wall treatments (materials and colors) between anchors to improve any public street or ring road vantage points.
10. New site furniture and amenities (seating, planters, trash/ash, bike racks).
11. Parking locator signs and wayfinding.
12. Landscape planting program.
13. Materials and color direction.

**Deliverables:** The SketchPak drawings will be loose sketches necessary to explore the general character, scale, overall dimensions and basic materials palette. Sketches may include perspectives, overall plans, elevations or sections as needed. SketchPak drawings are not intended to include detailed, specific information for construction, accurate shop drawings, or detailed cost estimates. The SketchPak will be assembled into an 11x17" printed or PDF Booklet.

**Schedule:** 6- 8 weeks

**Meeting & Travel:**

- First Design Presentation/Work Session via WebEx
- Final Presentation in Wausau for two designers for 2 days

**Task 2.0      SketchPak      \$49,320**

**PROFESSIONAL FEES SUMMARY**

<b>Task 1.0</b>	<b>Trip and Design Brief</b>	<b>\$ 6,800</b>
<b>Task 2.0</b>	<b>SketchPak</b>	<b>\$49,320</b>
<b>Total Design Fee</b>		<b>\$56,120</b>

All travel expenses will be billed in addition to professional fee.

Additionally, Stantec can provide interior design service for remodeling the mall interiors. If requested, a separate proposal will be provided.

Once the SketchPak phase has been finalized and approved, Stantec will deliver a new proposal for our involvement in the Schematic and Design Development phases in conjunction with all other consultants including architect of record, landscape architect, and any other design professional.

The proposed compensation is based on our understanding of the project, the scope of professional services, deliverables, project team, project schedule, form of agreement, and payment terms described in this proposal. Should changes occur to any of these prior to or during the execution of the professional services, a commensurate adjustment to the proposed compensation will be made.



### **DISBURSEMENTS**

Disbursements are invoiced in addition to professional fees. A 4% flat rate disbursement (FRD) recovery charge will be applied to Stantec's professional fees to cover miscellaneous project expenses, FedEx or courier delivery, WebEx and conference calls, and internal copying and printing. As an FRD, no supporting documents will be provided with invoices.

Mileage, accommodations and meals, parking, and other travel related expenses are invoiced at cost, in addition to professional fees and FRD.

### **BILLING AND TERMS OF PAYMENT**

Fees will be invoiced on a monthly basis and will be due within 30 days.

### **JURISDICTION**

Should any dispute arise under the terms of this agreement, the laws of the State of Wisconsin will prevail.