

42

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 10/1 20 2013; ending 6/30 20 14

Table with columns: TYPE, FEE. Rows include Class A beer, Class B beer (checked), Class C wine, Class A liquor, Class B liquor (checked), Reserve Class B liquor, Publication fee, and TOTAL FEE \$460.00.

TO THE GOVERNING BODY of the: [] Town of [] Village of [] City of Merrill

County of Lincoln Aldermanic Dist. No. (if required by ordinance)

- 1. The named [] INDIVIDUAL [] PARTNERSHIP [X] LIMITED LIABILITY COMPANY [] CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

- 2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): 1212 Sports Lounge, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.

Title Name Home Address Post Office & Zip Code
President/Member Jared Lee Schmidt 100 N. Van Rensselaer St Merrill, WI 54454
Vice President/Member
Secretary/Member
Treasurer/Member
Agent Jared Lee Schmidt 100 N Van Rensselaer St Merrill, WI 54454
Directors/Managers

- 3. Trade Name 1212 Sports Lounge Business Phone Number (715) 409-9179
4. Address of Premises 1212 S. Center Ave Post Office & Zip Code Merrill, WI 54452

- 5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? [] Yes [X] No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? [] Yes [X] No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? [] Yes [X] No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 8/22/13 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? [] Yes [X] No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? [] Yes [X] No

- 9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Entire building and Volleyball court/patio area on the south side of building and Volleyball court on
10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? [X] Yes [] No
(b) If yes, under what name was license issued? Buck to Eden Restaurant LLC
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [X] Yes [] No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [X] Yes [] No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? [X] Yes [] No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another.

SUBSCRIBED AND SWORN TO BEFORE ME

this 23 day of August 20 13
Kathryn M Seibert
My commission expires 2/22/2015

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Table with columns: Date received and filed with municipal clerk, Date reported to council/board, Date provisional license issued, Signature of Clerk / Deputy Clerk, Date license granted, Date license issued, License number issued.

527 8-26-13

ORIGINAL

I FREDERICK PIEPENBROK on behalf of Back To Eden LLC relinquish my liquor license at 1212 South Center Ave upon approval of said license to 1212 Sports Lounge LLC and only upon approval.


FREDERICK PIEPENBROK

City of Merrill – TIF Development Incentive Overview

Proposed TID No. 9 (Wisconsin River/South Center Ave.)

Property Owner/ Business Entity:	Neumann Lot 2 Development LLC for Burgener Contract Carriers, LTD
Location:	810 Martin Street
Development:	New approximately 7,000 sq. ft. steel-frame building which will be located northeast of existing building on about one acre site
	Estimated developer investment of \$350,000+
Jobs:	Two to potentially ten new jobs over next five years (i.e. about two annually) Note: Existing employees = 32
	Annual wages of about \$50,000 plus employee benefits
Infrastructure:	N/A – None planned
	Additional vacant land frontage on N. Center Ave. that could be developed in the future

TID Development Incentives:

Property/Building Owner	Total of \$75,000 with following payment structure:
	Upon completion \$15,000
	Thereafter, annually \$15,000 (by September 1 st the following four years)
TID Lifespan Tax Increment:	Spreadsheet provided – projected at almost \$250,000

City of Merrill - Projected Tax Increment (Proposed TID No. 9)					
Burgener Contract Carriers LTD - 910 Martin Street					
	Land	Improved	Total	Acres	Tax Increment
251-3106-132-0054	\$47,700	\$212,800	\$260,500	10.09	\$350,000
251-3106-132-0065	\$12,600	\$0	\$12,600	7.19	
	\$60,300	\$212,800	\$273,100	17.28	
Projected Tax Increment					
Const. Year	Value Year	Revenue Year	RE Tax Increment	Tax Rate	TID No. 9 Tax Increment
2013	2014	2015		\$28.13	
2014	2015	2016	\$125,000	\$28.13	\$3,516
2015	2016	2017	\$350,000	\$28.13	\$9,846
2016	2017	2018	\$350,000	\$28.13	\$9,846
2017	2018	2019	\$350,000	\$28.13	\$9,846
2018	2019	2020	\$350,000	\$28.13	\$9,846
2019	2020	2021	\$350,000	\$28.13	\$9,846
2020	2021	2022	\$350,000	\$28.13	\$9,846
2021	2022	2023	\$350,000	\$28.13	\$9,846
2022	2023	2024	\$350,000	\$28.13	\$9,846
2023	2024	2025	\$350,000	\$28.13	\$9,846
2024	2025	2026	\$350,000	\$28.13	\$9,846
2025	2026	2027	\$350,000	\$28.13	\$9,846
2026	2027	2028	\$350,000	\$28.13	\$9,846
2027	2028	2029	\$350,000	\$28.13	\$9,846
2028	2029	2030	\$350,000	\$28.13	\$9,846
2029	2030	2031	\$350,000	\$28.13	\$9,846
2030	2031	2032	\$350,000	\$28.13	\$9,846
2031	2032	2033	\$350,000	\$28.13	\$9,846
2032	2033	2034	\$350,000	\$28.13	\$9,846
2033	2034	2035	\$350,000	\$28.13	\$9,846
2034	2035	2036	\$350,000	\$28.13	\$9,846
2035	2036	2037	\$350,000	\$28.13	\$9,846
2036	2037	2038	\$350,000	\$28.13	\$9,846
2037	2038	2039	\$350,000	\$28.13	\$9,846
2038	2039	2040	\$350,000	\$28.13	\$9,846
2039	2040	2041	\$350,000	\$28.13	\$9,846
					\$249,654
					TID No. 9

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE
CITY OF MERRILL, WISCONSIN
AND NEUMANN LOT 2 DEVELOPMENT, LLC FOR
CONSTRUCTION OF A BUILDING**

THE DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of _____, 2013 by and between the City of Merrill, Wisconsin, (the "City") a political subdivision of the State of Wisconsin and Neumann Lot 2 Development, LLC, a Wisconsin Limited Liability Company, (the "Developer").

RECITALS

- A. The City desires to encourage economic development, the development of underutilized land, expand its tax base and create new jobs within the City.
- B. Wis. Stat. §66.1105 (the "Tax Increment Law") provides the authority and establishes procedures by which the City may exercise powers necessary and convenient to carry out the purposes of the Tax Increment Law, cause project plans to be prepared, approve such plans, implement provisions and effectuate the purposes of such plans and finance such development through the use of tax incremental financing.
- C. Wis. Stat. §66.1333 (the "Redevelopment Law") provides the authority and establishes the procedures by which the City acting through and by the Redevelopment Authority of the City of Merrill (the "RDA") may exercise powers necessary and convenient to carry out the purposes of the Redevelopment Law, cause redevelopment plans to be prepared, approve such plans, borrow money and issue bonds, implement provisions and effectuate the purposes of such plans and finance redevelopment through the Redevelopment Law.
- D. Neumann Lot 2 Development, LLC owns a development area and the following area described as:

Lot 2 of Certified Survey Map No. 2411, recorded in Vol. 13, Page 238, Lincoln County Register of Deeds Office, City of Merrill, Lincoln County, Wisconsin.

Located at: 810 Martin Street, Merrill, Wisconsin

E. The Developer proposes to construct a new, approximately 7,000 square foot, steel frame building located within the Development Area.

F. As an inducement to Developer to undertake the Development in TID 9 and to construct or cause to construct the Development, the City and the RDA intend to provide an incentive to Developer by making an incentive payment to the Developer for project costs incurred to construct the steel frame building within TID 9.

G. The City and RDA finds incentives to be necessary to encourage the Development in the Development Area and for Developer to undertake the Development in such a manner as to accomplish the City goals.

H. The City finds that the redevelopment and the fulfillment generally of the terms and conditions of this Agreement are in the vital and best interest of the City, RDA and City residents by expanding the tax base, creating new jobs and causing the redevelopment of underutilized property thereby serving a public purpose in accordance with state and local law.

NOW THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Section 1.01 Initial Undertaking of the City of Merrill

The City Has:

- a. Included the Development Area within TID #9, created September 24, 2013.
- b. Reviewed the Business Plans of the Developers

Following Execution of this Agreement, the City agrees that it shall cooperate with Developer to facilitate Developer's performance under this Agreement.

Section 1.02 Initial Undertakings of the Developers

- a. Acquired all necessary real estate interests
- b. Raised equity and financing necessary for the development.
- c. File site plan and permit applications with the City and/or State.
- d. Contracted for construction of a new steel frame building.
- e. Developer will commence construction of a new steel frame building, with occupancy planned by June 15, 2014. The new tax increment would be generated beginning with 2015 property tax (2016 collection).
- f. This development incentive is to facilitate expansion of an existing trucking operation.

ARTICLE II
INCENTIVE PAYMENTS TO DEVELOPER

The City shall pay a pay-as-you-go development incentive to the Developer in the aggregate amount of Seventy-five Thousand Dollars (\$75,000). This incentive shall be paid to Neumann Lot 2 Development, LLC per the following schedule as new property tax increment is generated and property taxes paid:

<u>PAYMENT TIME FRAME</u>	<u>DEVELOPMENT INCENTIVES</u> Neumann Lot 2 Development, LLC
Within 30 days after Completion	\$15,000
Annually by September 1 st for the following four (4) years	\$15,000

ARTICLE III
MISCELLANEOUS

Section 3.01 Restriction on Sale.

Prior to the earlier of January 1, 2040 or the date TID #9 is dissolved, Neumann Lot 2 Development, LLC shall not sell, transfer, convey or assign the Development Area or any part thereof to any person, entity or in any manner which would render the Development Area exempt from property taxation without the prior written consent to the City. As an express condition for such consent, the City shall require purchaser to annually pay to the City an amount equal to all property taxes, which would have accrued to the Development Area if it were subject to property taxation. Any such payments shall be considered tax increment and shall be applied as set forth in above.

Section 3.02 Indemnification.

Neumann Lot 2 Development, LLC., its successors and assigns shall indemnify and save harmless and defend the other party and its respective officers, agents and employees from any and all liabilities, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorney costs and fees for claims of any character, including liability and expenses in connection with the loss of life, personal injury or damage to property or any of them brought because of any injuries or damages received or sustained by any persons or property on account of or arising out of or occasioned wholly or in part by any act or omission on the other party's part or on the part of its agents, contractors, subcontractors, invitees or employees provided that the foregoing indemnification shall not be effective for any claims of the indemnified parties that are not contemplated by this Agreement or which constitute gross negligence or willful misconduct.

Section 3.03 No City Obligations.

The City shall have no obligations or liability for any obligations or responsibilities to any lending institution, architect, contractor or sub-contractor or any other party retained by Developers in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. The Developers specifically agrees that no representation, statements, assurances or guarantees will be made by Developers to any third party contrary to this provision.

Section 3.04 Default.

a. Default and Notice of Default. In the event either party to this Agreement is in default hereunder (the "Defaulting Party") the other party (the "Non-Defaulting Party") shall be entitled to take any action allowed by applicable law, by virtue of said default, provided that Non-Defaulting Party gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than sixty (60) days in which the default may be cured by the Defaulting party. Notwithstanding the foregoing, if any default cannot reasonably be cured within sixty (60) days, the Non Defaulting Party shall refrain from exercising remedies as long as a cure is being diligently pursued.

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

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

Section 3.05 Non Discrimination.

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

Section 3.09 Governing Law.

The laws of the State of Wisconsin shall govern this Agreement.

Section 3.10 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case, in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering and provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

Section 3.11 Compliance with Law.

The parties shall, in undertaking the construction and operation of the Development, comply with all applicable federal, state, and local laws.

Section 3.12 City Authorization.

The execution of this Agreement was authorized by Resolution No _____ adopted on _____, 2013, by the Common Council

1309268S2





**City of Merrill
Redevelopment Authority (RDA)**

**Tuesday, September 10th, 2013 at 5:30 P.M.
City Hall Council Chambers**

RDA Present: Bill Bialecki, Ryan Schwartzman, Wally Smith, Karen Karow,
David Hayes, Jill Laufenberg, and Ralph Sturm

RDA Absent: None

Others: Alderpersons Steve Hass, Dave Sukow, and Kandy Peterson, Brian Reilly
from Ehlers & Associates, City Administrator Dave Johnson, Finance Director
Kathy Unertl, City Attorney Tom Hayden, Street Commissioner Dick Lupton,
Mike Morrissey from Redevelopment Resources, City Building
Inspector/Zoning Administrator Darin Pagel from Northwinds Inspection,
Dewey Pfister, Collin Lueck from FotoNews, about forty members of the
public, and student taping for Merrill Productions

Call to Order: Chair Bialecki called the meeting to order at 5:30 p.m.

Approval of meeting minutes from August 6th, 2013:

Motion (Schwartzman/Smith) to approve the meeting minutes. Carried.

**Update on Lincoln House tenant relocations, demolition plan, and apartment
developer recruitment efforts:**

Mike Morrissey from Redevelopment Resources advised that the two residential tenants
have been successfully relocated. City contractors and staff continue to work on the
move of the radio station as technical requirements are determined and resolved.

The demolition project award to C&D Excavating, LLC will be on the September 10th,
2013 Common Council agenda. Insurance proceeds will cover the majority of the
demolition expense.

Morrissey advised that about six residential developers have been contacted.
Laufenberg asked about potential mixed use. Morrissey noted the City team has been
looking at potential underground parking, potential 1st floor commercial, and then
residential floors. Having a vacant site should assist in recruiting a potential developer.

Update on proposed 201 South Prospect Street site redevelopment, including planned Site Assessment Grant (SAG) and potential Idle Industrial Site Redevelopment Program:

City Administrator Johnson advised that a Special Common Council meeting was held on Thursday, September 5th to assist in moving the proposed redevelopment project forward. Merrill Area Development Corp. (MADC) has made an offer to purchase the thirty-three acre site from the individual who purchased from Hurd Windows & Doors.

MADC would be selling two buildings to a manufacturing company. About thirty-five jobs would be relocated to the site with planned doubling of workforce in near future. Average wage for these jobs is about \$18.00 per hour.

City TIF development incentives would include the following:

- City \$100,000 purchase of five acre site north of Zastrow's (TID No. 5) for stormwater drainage and development site along North Pine Ridge Ave.; and
- City \$200,000 TID No. 8 loan to MADC to facilitate site acquisition and environmental remediation cash flow; and
- City submission of proposed \$150,000 Site Assessment Grant (SAG) for some demolition and additional environment assessment with local match from MADC; and
- Potential Idle Industrial Site Redevelopment Program grant application for demolition, environmental remediation, and potential construction of new public infrastructure (such as new water and sanitary sewer mains, stormwater drainage, street, sidewalk, street lighting, etc.) to facilitate business park redevelopment.

Consider potential damage settlement for 316 Grand Ave. in TID No. 8:

Property owner Jo Ellen James has decided not to proceed with major façade improvements. City staff noted that due to demolition of adjacent building that there are some water issues in the basement, about 250 missing bricks on the northwest corner of the front façade, and some holes from former common floor joists.

Motion (Schwartzman/Karow) to authorize damage settlement of \$3,500 to the property owner. Carried.

Consider Resolution 2013-01 recommending dissolving Redevelopment District No. 1 and related Redevelopment Plan for Redevelopment District No. 1: This redevelopment district area and plan was combined in the Tax Increment District No.3/Redevelopment District No.1 Plan – authorized in September 2005 and amended in July 2006.

Unertl advised that this was a technical resolution to dissolve the Redevelopment District No. 1 and related Plan since the majority of the “blighted” properties are proposed to be deleted from TID No. 3 and then included within the new TID No. 9.

Motion (Schwartzman/Karow) to adopt RDA Resolution No. 2013-01 recommending dissolving Redevelopment District No. 1 and related Redevelopment Plan for Redevelopment District No 1. Carried.

Next RDA meeting: Next meeting scheduled for Tuesday, October 1st at 8:00 a.m.

The Redevelopment Authority meeting recessed from 5:50 p.m. to 6:00 p.m.

Public Hearing @ 6:00 p.m. – “Blighted Property”:

Consider the designation of the following properties: 419 W. Main St. - vacant commercial building and 413 W. Main St. - vacant lot east of 419 W. Main St. building as “blighted property” within the meaning of Wisconsin Statutes Section 66.1333:

Bialecki opened the public hearing at 6:00 p.m. Pagel and Unertl highlighted the existing “blighted” conditions and code enforcement orders. No one interested in testifying. Hearing adjourned at 6:03 p.m.

Consider adoption of Resolution No. 2013-02 determining property to be blighted and submitting proposed acquisition and redevelopment to Common Council for Approval – 413 & 419 W. Main St.:

Motion (Schwartzman/Laufenberg) to adopt RDA Resolution No. 2013-02 determining property to be blighted and submitting proposed acquisition and redevelopment to Common Council for Approval – 413 & 419 W. Main St. Carried.

Consider RFP response related to demolition/site redevelopment of 413 & 419 W. Main St.:

There was one RFP response received – C&D Excavating, LLC. Proposal to remove the building and clear lot by June 1st, 2014. Future plan is for possible restaurant or retail commercial business construction. There will be no TIF development incentive for demolition; however, the RFP emphasized that RDA/City will discuss potential TIF development assistance for the future new development.

Motion (Schwartzman/Hayes) to recommend the sale of 413 & 419 West Main Street to C& D Excavating, LLC. for \$1.00 to facilitate demolition and future site redevelopment. Carried.

Public Hearings – Various Tax Increment Districts (TIDs):

City Attorney Tom Hayden highlighted the public hearing notices to consider potential boundary and plan changes to various Tax Increment Districts (TIDs) and potential creation of new Tax Increment District, including:

- TID 3 – Project Plan and Boundary Amendment
- TID 4 – Project Plan and Boundary Amendment
- TID 5 – Project Plan Amendment
- TID 8 – Project Plan and Boundary Amendment
- TID 9 – Creation [Proposed as “Blighted” Area TID]

Unertl highlighted changes to the various TIDs as shown on larger scale maps. Unertl emphasized that both TID No. 8 and proposed TID No. 9 are “blighted” area TIDs. City Building Inspector Darin Pagel and Unertl noted that the definition of “blight” is very broad. The City provided copies of Section 66.1105 Tax Increment Law and Section 66.1333 Blight Elimination and Slum Clearance.

Brian Reilly from Ehlers & Associates reported that both TID No. 8 and TID No. 9 meet the “blighted” area criteria of more than 50% “blighted” and with less than 25% of the TID land area considered vacant. Unertl noted that City management had removed Merrill Equipment parcel from the TID No. 9 preliminary “blighted” property designation.

Unertl advised that the City of Merrill and the Redevelopment Authority is not interested in condemning property. Just like 419 West Main Street, the City/RDA wants to work with property owners. The objectives of using tax increment financing are to create expanded tax base and facilitate new jobs.

Public testimony began about 6:12 p.m. with the following comments/questions:

Mike Nolan asked why the St. Vincent Help Center on West Main Street was being included in TID No. 8. Unertl responded that the RDA views the west side as historical business district and is interested in maintaining historical facades (such as 406 West Main Street). RDA would like to remove the white bubble façade on the St. Vincent building and restore the historical brick façade using TIF development incentive.

Lisa Miller – 703 S. Center Ave. advised that their corner property is available for sale.

Dave Schumitsch – Merrill Sand & Gravel noted that their property is being split between TID No. 3 and TID No. 9 and wondered about intent to implement the waterfront plan? Unertl reported that to meet the 25% vacant land criteria for proposed TID No. 9, it was necessary to drop several vacant parcels on the north side of the Wisconsin River that remain in TID No. 3. Unertl added that any redevelopment is dependent upon interested property owners.

Bill Weber – representing Development & Leasing Corp. asked why moving properties into to TID No. 9? Unertl advised that a “blighted” area TID has lifespan of 27 years vs. only 20 years for mixed-use TID. Since TID No. 3 was created in 2005, moving properties into TID No. 9 provides an opportunity to restart the TID timeframes to facilitate redevelopment. Weber also asked about the \$5 million TID budget. Unertl noted that this was preliminary budget. Depending upon projects, it is likely that the TID No. 9 budget/plan will need to be amended in the future.

Joe Rudolph – Merrill Equipment emphasized that he keeps his property up and didn’t feel that “blighted” definition fit his property. Unertl re-emphasized that City management had review this property and had removed from the “blighted” designation. This change will be reflected in final TID No.3 and TID No. 9 plans and maps.

Motion (Schwartzman/Sturm) to close the public hearings at 6:25 p.m. Carried.

Consideration of Resolution No. 2013-03: Amending the Boundaries of and Adopting an Amended Project Plan for Tax Incremental District No. 3 of the City of Merrill, Wisconsin, and Submitting such Boundaries and Plan to the Common Council for Approval:

Motion (Schwartzman/Smith) to adopt Resolution No. 2013-03: Amending the Boundaries of and Adopting an Amended Project Plan for Tax Incremental District No. 3 of the City of Merrill, Wisconsin, and Submitting such Boundaries and Plan to the Common Council for Approval. Carried.

Consideration of Resolution No. 2013-04: Amending the Boundaries of and Adopting an Amended Project Plan for Tax Incremental District No. 4 of the City of Merrill, Wisconsin, and Submitting such Boundaries and Plan to the Common Council for Approval:

Motion (Schwartzman/Karow) to adopt Resolution No. 2013-04: Amending the Boundaries of and Adopting an Amended Project Plan for Tax Incremental District No. 4 of the City of Merrill, Wisconsin, and Submitting such Boundaries and Plan to the Common Council for Approval. Carried.

Consideration of Resolution No. 2013-05: Adopting an Amended Project Plan for Tax Incremental District No. 5 of the City of Merrill, Wisconsin, and Submitting such Plan to the Common Council for Approval:

Motion (Schwartzman/Smith) to adopt Resolution No. 2013-05: Adopting an Amended Project Plan for Tax Incremental District No. 5 of the City of Merrill, Wisconsin, and Submitting such Plan to the Common Council for Approval. Carried.

Consideration of Resolution No. 2013-06: Amending the Boundaries of and Adopting an Amended Project Plan for Tax Incremental District No. 8 of the City of Merrill, Wisconsin, and Submitting such Boundaries and Plan to the Common Council for Approval:

Motion (Schwartzman/Smith) to adopt Resolution No. 2013-06: Adopting an Amended Project Plan for Tax Incremental District No. 8 of the City of Merrill, Wisconsin, and Submitting such Plan to the Common Council for Approval. Carried.

Consideration of Resolution No. 2013-07: Designating the Boundaries of and Adopting a Project Plan for Tax Incremental District No. 9 of the City of Merrill, Wisconsin, and Submitting such Boundaries and Plan to the Common Council for Approval:

Motion (Schwartzman/Sturm) to adopt Resolution No. 2013-07: Designating the Boundaries of and Adopting a Project Plan for Tax Incremental District No. 9 of the City of Merrill, Wisconsin, and Submitting such Boundaries and Plan to the Common Council for Approval. Carried.

Consideration of a TIF development incentive overview recommending development agreement by and between the City of Merrill, Wisconsin and Neumann Lot 2 (for Burgener Contract Carriers) for property located in proposed Tax Increment District No. 9:

Motion (Schwartzman/Karow) to recommend TIF development incentive overview recommending development agreement by and between the City of Merrill, Wisconsin and Neumann Lot 2 (for Burgener Contract Carriers) for property located in proposed Tax Increment District No. 9. Carried.

Public Comment: None.

Motion (Schwartzman/Smith) to adjourn the meeting at 6:30 p.m. Carried.

Minutes prepared by RDA Secretary Kathy Unertl

C & D Excavating, LLC

PO Box 842
W6976 Sunset Drive
Merrill, WI 54452
Cell (715) 218-0243

Page No. 1 of 1

PROPOSAL

PROPOSAL SUBMITTED TO		TODAY'S DATE	DATE OF PLANS/PAGE #'S
Re-Development Authority of Merrill		08/26/2013	
PHONE NUMBER	FAX NUMBER	JOB NAME	
		Purchase of 413 & 419 W. Main Steet, Merrill	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	
Merrill, WI 54452		Purchase of 413 & 419 W. Main Steet, Merrill	

We propose hereby to furnish material and labor necessary for the completion of:

Property Purchase

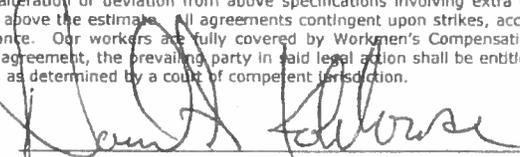
1. C&D Excavating argees to purchase 413 & 419 W. Main Street, Merrill WI for \$1.00 (One Dollar).
"As Is"
2. C&D Excavating will remove building and clear lot by June 1, 2014.
3. C&D Excavating must have a clear title, no tax liens or judgements on property.
4. RDA will be responsible for all closing costs.
5. Redevelopment for possibly restaurant or retail commercial business.

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:
One Dollar and no/100 dollars (\$ 1.00)

Payment as follows: _____

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

**Authorized
Signature**



Note: this proposal may be withdrawn by us
if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____