



*** 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, September 3rd , 2024, at 5:30 PM
Location:	City Hall (407 Grant Street, Wausau, WI 54403), Council Chambers
EDC Members:	Carol Lukens-Chair, Chad Henke-Vice Chair, Terry Kilian, Gary Gisselman, and Victoria Tierney

ECONOMIC DEVELOPMENT COMMITTEE AGENDA ITEMS FOR CONSIDERATION

(All items listed may be acted upon)

1. Public Comment (Up to 3 minutes per person at Chair's discretion)
2. Approval of Minutes from August 7, 2024 Meeting
3. Presentation: Centegy (Angel Laidlaw)
4. Discussion and Possible Action on Revised Set of Deed Restrictions for 8220 Enterprise Drive (Fifrick)
5. Development Process Flow Chart Update (Fifrick)
6. Discussion and Action on Rescheduling November Meeting - Suggested Date of November 13th (Fifrick)
7. Update on 180 E Wausau Ave Project Infused (Asch Properties)
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 and 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: relating to review and potential action related to City of Wausau Deed Restrictions for 180 E Wausau Ave
9. RECONVENE into Open Session to take action on Closed Session items, as necessary
10. Adjourn

Carol Lukens, Chairperson

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

MINUTES

Economic Development Committee Meeting

Date / Time: Wednesday, August 7, 2024, at 5:30 P.M. | *Meeting called to order by* Lukens at 5:30 P.M.

In Attendance

Members Present: Carol Lukens, Chad Henke, Gary Gisselman, Terry Kilian

Member Absent: Victoria Tierney

Others Present: Tammy Stratz, Shannon Graff, Eric Lindman, Alder Tom Neal, Mayor Doug Diny, Nick Patterson (T Wall), Mark Lake (Wangard), Tom Kilian

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

Agenda Item 1 – Approval of Minutes from June 4 and July 2, 2024 Meetings

Kilian motioned to approve minutes, seconded by Henke.

Motion Passed 4-0.

Agenda Item 2 – Discussion and Possible Action on Consent to Transfer, Waiver of Right of First Refusal, Termination of Recorded Deed Restrictions and Recording Set of Revised Restrictions for 8220 Enterprise (Fifrick)

Fifrick explained that the Right of First Refusal has been an issue on a somewhat consistent basis. Historically, when the city sold land within the business campus, a set of deed restrictions accompanied the sale to protect the city's interests, since the land was sold at a subsidized rate. The deed restrictions contained a clause that granted the city a right of first refusal on the land, however, awhile back, the committee reviewed and revised the deed restrictions after determining the right of first refusal was unnecessary if the land was not being sold to a tax-exempt entity. Therefore, when new requests are made, the deed restrictions are updated to reflect that change.

Henke motioned to approve, seconded by Kilian.

Motion Passed 4-0.

Agenda Item 3 – Presentation and Discussion of Proposals Received for Riverlife South Request for Interest (RFI) (Fifrick)

Two proposals were received from a Request for Interest that was released on 5/14/24 and closed on 7/30/24 for development of the south Riverlife area. Below are the two developers who submitted proposals and a link to their presentation at the meeting.

- a. Wangard Partners Presentation: 7:54 – 26:28 <https://youtu.be/OAa3ln5fHRk?t=472>
- b. T Wall Enterprises Presentation: 29:12 – 30:23 <https://youtu.be/OAa3ln5fHRk?t=1755>

Agenda Item 4 – 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: relating to review and recommendation of Proposals Received for Riverlife South Request for Interest (RFI)

Henke made a motion to go into Closed Session at 6:00 pm. Roll call vote passed 3-1 with Kilian being the dissenting vote. Committee moved to closed session.

Agenda Item 5 – RECONVENE into Open Session to take action on Closed Session items, as necessary

Committee reconvened 6:55 pm.

Henke motioned to direct staff to move forward with the proposal from Wangard Partners and draft a resolution to be voted on by full council. Seconded by Gisselman.

Motion Passed 4-0

Agenda Item 6 – Update on Commonwealth Affordable Housing Project at 700 Grand Ave (Fifrick)

Fifrick provided an update on the 700 Grand project. The city worked with the developer to address an issue related to the location of utilities, specifically a storm sewer and waterline. The developer adjusted the project to move it further south, which helped avoid some of these utilities and reduced associated expenses so the project will move forward. Fifrick noted the next steps involves the Infrastructure Committee setting a public hearing for dedicating or vacating the right of way, followed by the Finance Committee about the Department of Transportation (DOT) agreement related to the property purchase from the 2007-2009 period.

Alder Killian inquired whether the movement of the property to the south would affect the entrances onto Thomas Street or Grand Avenue, potentially requiring changes. Fifrick confirmed that the new proposed design would eliminate the through road from Grand to Thomas, creating one-way access onto both Grand and Thomas. The parking lot and other site features were relocated to accommodate this new design.

No action required.

Agenda Item 7 – Update on Infill Housing Project and Request for Bids (Stratz)

Stratz provided an update on the infill housing project and noted that the Request for Bids (RFB) was posted on the city's website that day and would be advertised in the Daily Herald on Monday. Stratz had contacted several contractors, three of whom expressed interest, and she planned to email the bids to them the following day. Bids are due on September 30th, to be opened on October 1st at the Board of Public Works and then brought to the Economic Development Committee. The RFB included parcels on Bridge Street and Thomas Street. However, specific parcels on Thomas Street were not identified because it was unclear which one would be available first. Since the parcels are comparable in size, a visual of the parcels was provided, and contractors are asked to submit an example of what they would build and how long their price would be valid, allowing for flexibility in turnaround time for remediation. Bids were not requested for the two lots on Jefferson Street, as Habitat for Humanity expressed interest in them. Stratz noted Habitat still needs approval from their board to purchase and the goal is to have an offer by the following month.

Alder Kilian asked for clarification on the Thomas Street parcels, specifically whether all 13 parcels were included, and which would be selected first. Stratz explained that a map of the main portion, consisting of about six lots of the same dimension, was provided. The decision was made to focus on these lots because they were the easiest for contractors to design for, rather than the odd-sized ones whose configuration and availability were still uncertain.

Kilian also inquired about any updates from the DNR. Fifrick responded that the DNR had selected a contractor for the work, but no contract had been finalized. The contract was expected to be completed by the end of the week.

No action required.

Agenda Item 8 – Adjourn

Henke motioned to adjourn, seconded by Kilian.

Motion Passed 4-0.

Meeting Adjourned at 7:04 PM

CITY OF WAUSAU, YouTube MEETING LINKS

ALL City of Wausau Meetings can be viewed at:

- <https://www.youtube.com/@CityofWausauMeetings>

The ED meeting from 08/07/24 can be viewed at:

- Pt. 1: <https://www.youtube.com/live/OAa3ln5fHRk?si=U2hY4tnRYWUSe4HW>
- Pt. 2: https://www.youtube.com/live/hL963PDI2Jc?si=QyA_gGfKxeTd1h8y

To: City Council
From: Randy Fifrick, Economic Development Manager
Date: March 8, 2022
Re: Recording Set of Revised Deed Restrictions for
8220 Enterprise Drive



Landmark Leasing currently owns the building located at 8220 Enterprise Drive in the Wausau West Side Industrial Park. The building is being leased by Compass Group which owns Canteen which operates out of the building. They are looking to sell the property to another investor and have requested changes to the standard deed restrictions for the property.

Over the last 3 years City Staff has been working to update the standard deed restrictions that are recorded when the City sells a property within the Wausau Business Campus. Based on historical requirements, when a property is being sold the City is asked to waive our right of first refusal. We have been updating the deed restrictions as these requests have been brought forward. These updated deed restrictions clarify the requirements for these properties especially after construction has occurred.

The Committee reviewed this request for amended deed restrictions at their August meeting. The City Attorney's Office communicated the proposed updated deed restrictions and date of the Committee meeting to their Attorney. After the meeting, the City Attorney's Office was contacted with a request for additional changes to the deed restrictions. I have attached the email from Mike Killinski.

Mr. Killinski is requesting that in addition to the other changes, the City remove existing deed restriction #16 from the current restrictions. This restriction has been replaced with deed restriction #10 in our revised set. Staff has been reluctant to remove this restriction in the past as it is valuable to City if we were to ever need an easement on the property.

From: Mike Kilinski
Sent: Wednesday, August 21, 2024 1:57 PM
To: Jeff <jdavis3232@gmail.com>
Subject: RE: signed offer

I went to the city office today and talked with Lisa the city attorney assistant .

She asked that I send email stating how the wording should be changed for item number #16 if the economic development committee does not want to drop number #16 totally .

Please see the wording I have chosen , please have your lawyer look over and change as needed before I send to Lisa and the city .

Next economic development committee meeting is September 3rd if the change gets approved the September 3rd then it goes to the counsel meeting September 24th for the final approval .

- Drop number #16 as requested
- Change to : Any new owner or tenant of the building at 8220 Enterprise Drive in the Wausau West Side Industrial Park needs to follow current CUP rules and restrictions to receive occupancy permit .

Please respond with your edits as soon as possible so I can forward to the city and all attorneys for the September 3rd meeting .

Thank You ,
- Mike

Mike Kilinski

Phone 715-675-9425 Ext. 104
Fax 715-675-9781
Cell 715-571-7765



5909 N. 39th Ave
Wausau, WI 54401

CITY OF WAUSAU STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS – EXISTING PROPERTIES

1. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
2. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY's zoning ordinances, and any and all other laws, codes and regulations.
3. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY's zoning ordinances.
4. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code.
5. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
6. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
7. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
8. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
9. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.

10. The CITY may, unilaterally, in the future, by Resolution, exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances. The CITY may, unilaterally, in the future, by Resolution, require Grantee to grant the City any easement needed for public purposes without cost to the City.
11. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed, that have not been formally rescinded by the CITY. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.
12. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
13. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - a. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - b. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.

Updated 5/4/24

WARRANTY DEED
Document Title

Document No.

THIS DEED, made between, City of Wausau, a municipal corporation of the State of Wisconsin, Grantor, and Landmark Leasing LLC, a Wisconsin limited liability company, Grantee.

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate in Marathon County, State of Wisconsin:

Lot 1 of Certified Survey Map No. 17226 recorded in the Office of Register of Deeds for Marathon County in Volume 82 of Certified Survey Maps on Page 24, as Document No. 1701488; being part of the East one-half (E1/2) of the Northwest quarter (NW1/4) of Section 36, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin.

Recording Area

Name and Return Address:

Landmark Leasing LLC
Mike Kilinski
5909 N. 39th Avenue
Wausau WI 54401

Charge City of Wausau

PIN: 291.2906.362.0951

Exempt from Fee and Transfer Return Under 77.25(2), Wis. Stats.

This is not homestead property.

Exceptions to warranties: Covenants, conditions, easements, restrictions, and reservations of record.

Dated this 15th day of April, 2016.

CITY OF WAUSAU BY:

James E. Tipple
* James E. Tipple, Mayor

Toni Rayala
* Toni Rayala, Clerk

AUTHENTICATION

Signature(s) _____
authenticated this ____ day of _____, 2016.

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY
Anne L. Jacobson, City Attorney
for the City of Wausau
City Hall, Wausau, WI 54403

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
MARATHON COUNTY)

Personally came before me this 15th day of April, 2016, the above named James E. Tipple, Mayor, and Toni Rayala, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lisa A. Parsch
* Lisa A. Parsch
Notary Public, State of Wisconsin
My commission: 7/10/16

**STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS**

1. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).

2. In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase, the City of Wausau (CITY) shall have the option of repurchasing the land at the original sale price, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property. "Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.

In the event GRANTEE elects to convey all or any portion of said land, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the original sale price, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.

The offer to CITY shall be by registered mail, return receipt requested, mailed to the City Clerk.

CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.

This repurchase restriction runs with the land as do all the restrictions contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Economic Development Committee or its successor committee.

4. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.

5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action.

6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).

7. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.

8. There shall be no on-site dumping of anything which CITY indicates shall not be dumped.

9. GRANTEE shall submit to CITY plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.

10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and North Western Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.

11. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 9 above.

12. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.

13. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.

15. Prior to the construction of any buildings and improvements on the premises, the owners shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.

16. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land

or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.

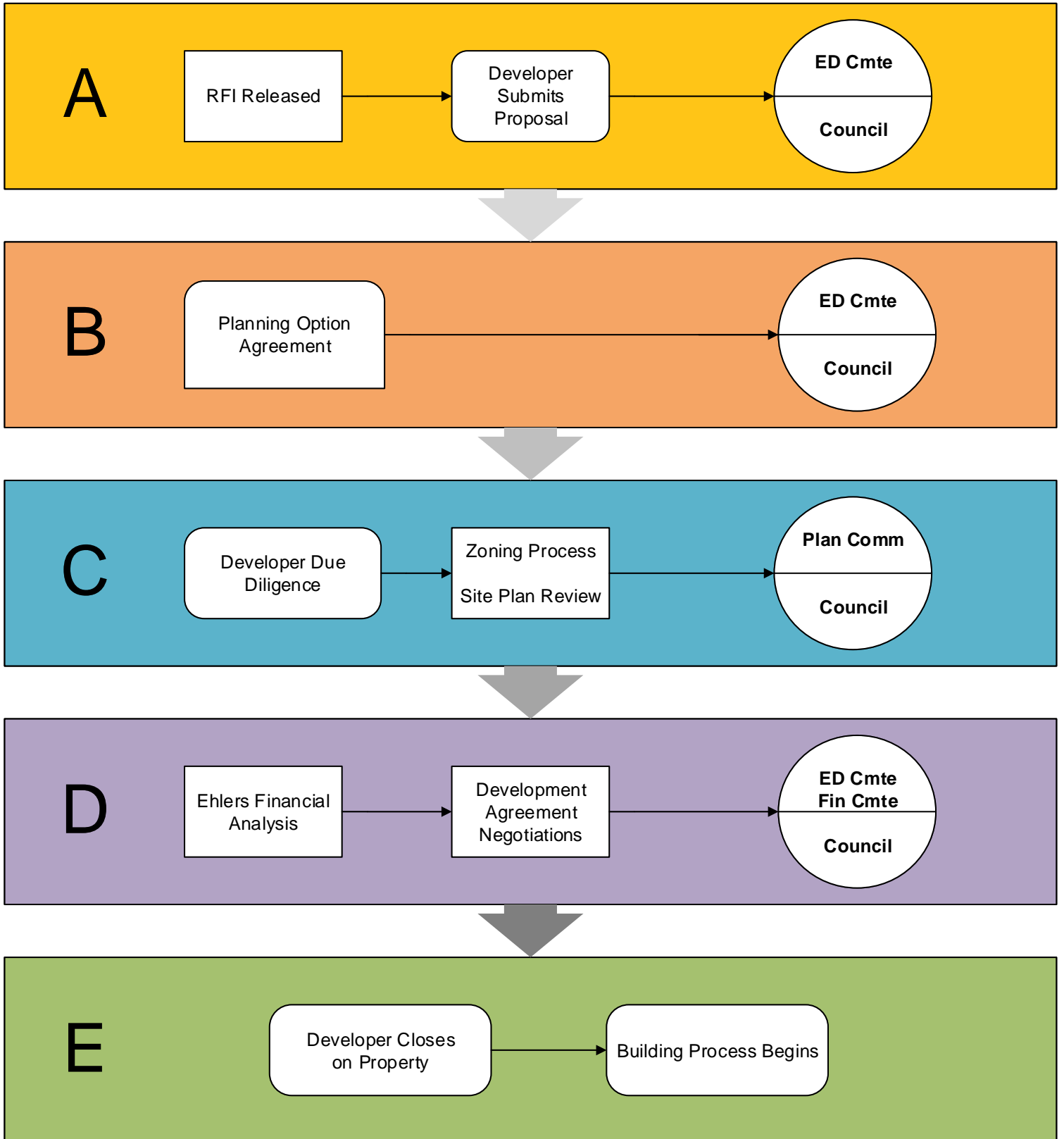
17. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

18. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.

StandardDeedRestrictions-LandmarkLeasing4/16



Request for Interest (RFI) Process



To: Economic Development Committee
From: Randy Fifrick, Interim Community Development Director
Date: September 3, 2024
Re: 180 E Wausau Ave Default of Deed Restrictions



In 2022, at the conclusion of the Request for Proposals (RFP) process, the City received a single proposal for the property located at 180 E Wausau Ave. Mathew and Kristen Aschbrenner of Asch Properties, LLC ("Owner") proposed a business called "Infused." Their plan was to meet the local need for a public indoor green space. The proposed business will offer produce, beverages, crafted oils, syrups, bitters, and garnishes in a visually appealing and environmentally sustainable setting. The space will be open to the public and available for private events.

The sale of 180 E. Wausau Ave. was approved by the Common Council on July 12, 2022, for \$40,000 and the closing took place on August 19, 2022. As a condition of the sale, the City required deed restrictions to be recorded. These restrictions included an option for the City to repurchase the property at the original sale price plus the cost of any structural improvements if the Owner did not complete construction according to the proposal submitted in response to the RFP within one year of closing.

In communications with the Owner in Spring of 2023, it became evident that they would not meet the original deadline. Consequently, on July 11, 2023, the City Council granted Asch Properties a one-year extension, setting the new completion deadline to August 19, 2024. However, the extended deadline of August 19, 2024 has passed and the project has not reached occupancy and is currently in default of that deed restriction.

City Staff met with Mathew Aschbrenner and his contractor on August 27th to view progress on the property in anticipation of the discussion at the September Economic Development Committee meeting. Mr. Aschbrenner requested additional time to complete the improvements on the building. They have events planned in November and would have the project completed at that time.

In viewing the property and talking with Mr. Aschbrenner, Staff has noted several changes from the original scope of the proposal. The original proposal that was submitted with the RFP is included in the packet materials. Mr. Aschbrenner has provided updated plans and schematics for the Committee.

In his letter to the Committee, Mr. Aschbrenner has stated that the total cost of structural improvements and cost of the building total \$418,070. Staff has requested documentation on the structural improvement costs to confirm that all these expenses meet the structural improvements as outlined in the deed restrictions. The lump sum number without documentation does not provide enough information for the Committee and Council to make an informed decision. Mr. Aschbrenner has declined to provide that information.

The Committee and Council has the ability to grant an additional extension to Asch Properties for additional time to complete the project with an amended scope or exercise several legal remedies including a repurchase option which includes paying the cost of the purchase plus structural improvements completed since the sale, or requesting changes.

180 E Wausau RFP

'Infused'

Asch Properties LLC
Mathew and Kristen Aschbrenner
1100 Highland Park Blvd
Wausau, WI
715.297.9032 & 715.297.5251
asch.property@gmail.com
Aschbrenner.mathew@gmail.com
Khbagnall@gmail.com

Executive Summary

This design proposal addresses the need in the greater Wausau area for a public indoor green space. Our proposed business, 'Infused', will procure and supply produce, beverages, crafted oils, syrups, bitters and garnishes in an aesthetically pleasing and environmentally sustainable space. The charming space will be open to the public and available for private use.

Proposed Use of the Area

Although bountiful in green space and public areas, the Wausau area currently lacks indoor green space. The 180 E Wausau building and surrounding area will be transformed into a lush, tranquil gathering space. The main focus of the building will be an indoor garden with a central meeting space, surrounded by garden beds, enclosed in a pergola. The garden beds will contain fruiting trees, tropical plants, climbers and vines, and edible varieties that will create a colorful, lush atmosphere (attached photo A). The area will be warm, welcoming, and relaxing. Wi-Fi will be available, free of charge, and there will be electronic hook up to monitors and screens to allow for business events and multimedia use. The pergola will create a vertical separation and allow for ambient lighting that can feed the plants year round with a longer growing period. All lighting will be LED and energy efficient. Served in the garden space will be infused drinks that will be unique mocktails, teas, and smoothies.

The existing space is divided by a concrete wall. The north side of the wall (attached photos B and C) will serve as the meeting area, open to the public and available for private use. The south side of the wall will be used for the growth of herbs, vegetables and fruit trees. There will be a mixture of hydroponic and conventional growing beds (attached photos D and E). The southern space will also house a kitchen preparation area, a distillation apparatus, and space for extra equipment. The produce grown will be sold and used to create oils, syrups, bitters and garnishes for sale. The unique products will be available for sale to the local public and the online community. Any excess produce will be donated to local food pantries.

Hardscape planters will also be installed in the existing parking area, and a greenhouse will be built. The exterior materials used for the changes will complement the existing structure and enhance the overall look (attached photos F and G). The exterior street scaping will include perennials and trees that will soften the current urban feel of the existing property. The planters and greenhouse will transform an industrial building into a welcoming gathering space that incorporates renewable vegetation and resources. The greenhouse will allow for another space that extends an outdoor experience protected from the harsh Wisconsin elements (attached photo H).

The roof structure of the existing property will house solar panels and a water runoff system to recycle the grey water that will be used to water the non-edible vegetation. Batteries, which will collect energy from the solar panels, will be installed in the south end of the building to allow for heating and cooling of the building to be run primarily on renewable energy.

Profits will be generated from private event rentals, mocktail sales, and produce sales. Our space allows events to hold up to 100 people indoors, with a larger capacity when expanded outdoors. We anticipate employing two staff members full time and ample part-time staff for events. Our public hours of operation will be 10:00am-6:00pm Monday-Friday and 10:00am-8:00pm on Saturday. We will host most private events after-hours.

Handcrafted syrups, oils, and bitters will serve as the base of our mocktails. These will be created on site and include:

- Orange Oil
- Lemon Oil
- Sage Oil
- Lavender Syrup
- Bee Balm Syrup
- Lemon Balm Syrup
- Lemon Balm Ginger Syrup
- Pineapple Sage Syrup
- Rose Water Syrup
- Orange Bitters
- Lemon Bitters
- Jalapeño Bitters
- Sage Bitters
- Cilantro Bitters
- Espresso Bitters

One of our signature drinks will be:

- Club Soda
- Lavender Syrup
- Pineapple Syrup
- Lemon Bitters
- Garnish with a Lemon Peel and Maraschino cherry

Our estimated gross profits are \$150,000 annually:

\$75,000 in product sales

\$75,000 in event sales

We plan to be open for pregame Woodchuck games, and we would allow parking to occur on site until the current contract expires in 2029. We expect some of our highest volume will coincide with the Woodchucks and wish to partner with them for any private corporate events.

We also anticipate multiple events open to the public and educational events to the local schools. Possible events include:

Kentucky Derby Watch Party

Cabin Fever Party to coincide with Wausau Winter Festival

Harvest Dinner

Distillation/Extraction Class

Composting Class

Spring Seedling Sale

Long-term goals are to create an event space on the south side of the building to accommodate larger private events; obtain a liquor license for additional drink menu items; create a food menu; provide education to the public; and expand upon the current inventory of produce.

Proposed Purchase Price

\$40,000

Estimated Construction Value and Timeline

\$250,000

The building is in immediate need of updated heating, cooling, electrical, plumbing, roofing, doors, and bathroom. The raised garden beds, pergola, exterior landscaping, and hydroponic planters will be constructed within 6 months of property acquisition.

A breakdown of the construction is as follows and includes labor costs:

Roof with water runoff: \$10,000

Heating and cooling: \$10,000

Electrical: \$5,000

Bathroom: \$5,000

Solar Panels and Batteries: \$25,000

Pergola and flower beds: \$20,000

Hydroponic gardens: \$5,000

Greenhouse: \$10,000

Plants: \$5,000

Kitchen: \$50,000

Exterior: \$40,000

Tables, chairs, glassware, silverware: \$10,000
Distillation equipment: \$5,000

Asch Properties LLC is a local business that has a ten year history of home restoration and renovations. The restoration projects have valued over \$1.4 million. We are experienced in working with local contractors and subcontractors, which we will use for this project.

General Contractor: First Wausau Building and Remodeling
Plumbing, Heating and Cooling: PGA
Electrical: Current Connections
Solar: All Energy Solar
Roofing: Kulp's of Stratford

Financing of the project will be from Asch Properties LLC. The liquid assets are over \$300,000. There is no need for a city loan or exemption. Asch Properties is a small, family-run organization with owners Mathew and Kristen Aschbrenner. Mathew is a Wausau native and physician with the Eye Clinic of Wisconsin. Kristen is a Hartland, Wisconsin native and a pharmacist. Our housing portfolio includes renovations done at multiple homes in the Wausau area. We have used the above contractors and subcontractors for multiple projects.

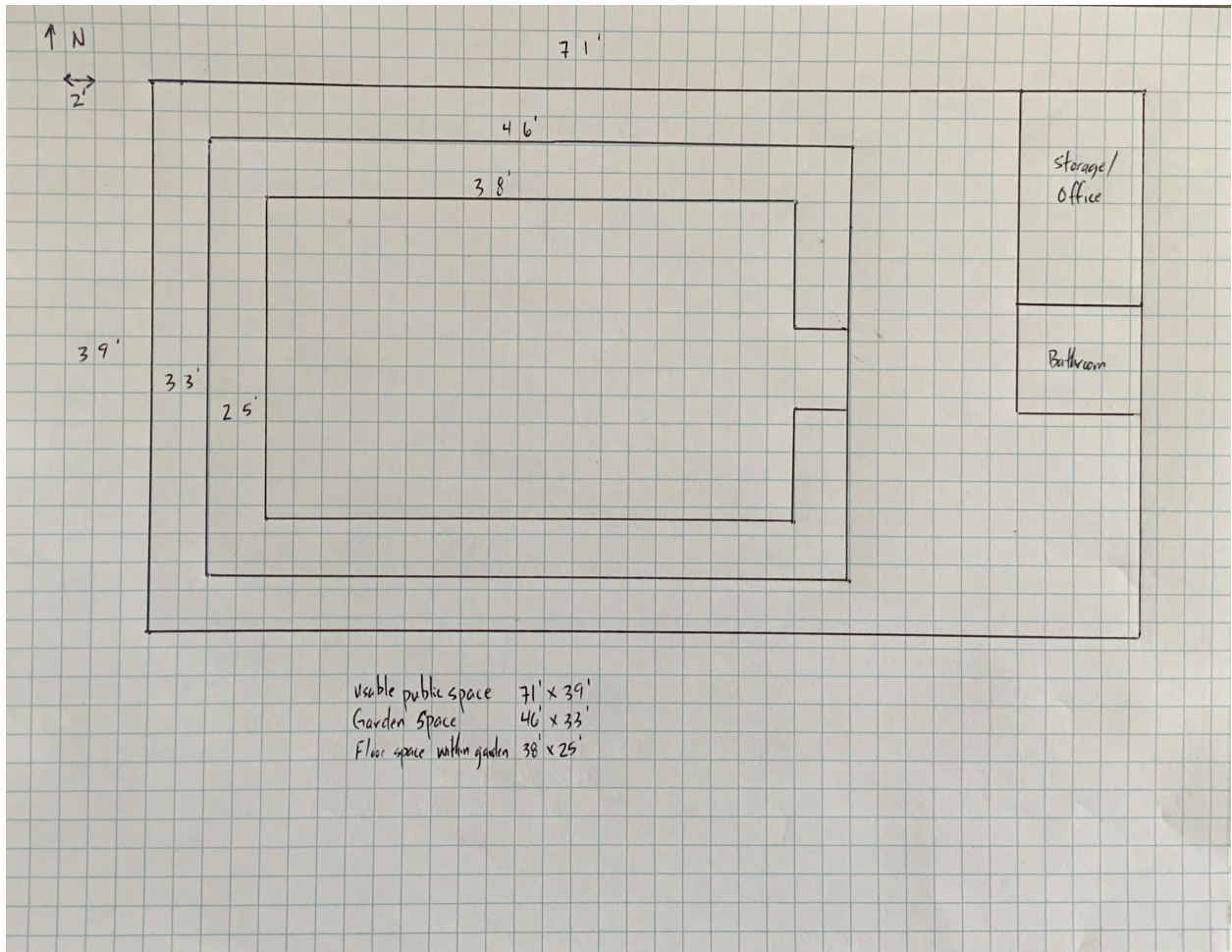
Photo exhibits A-H

A.

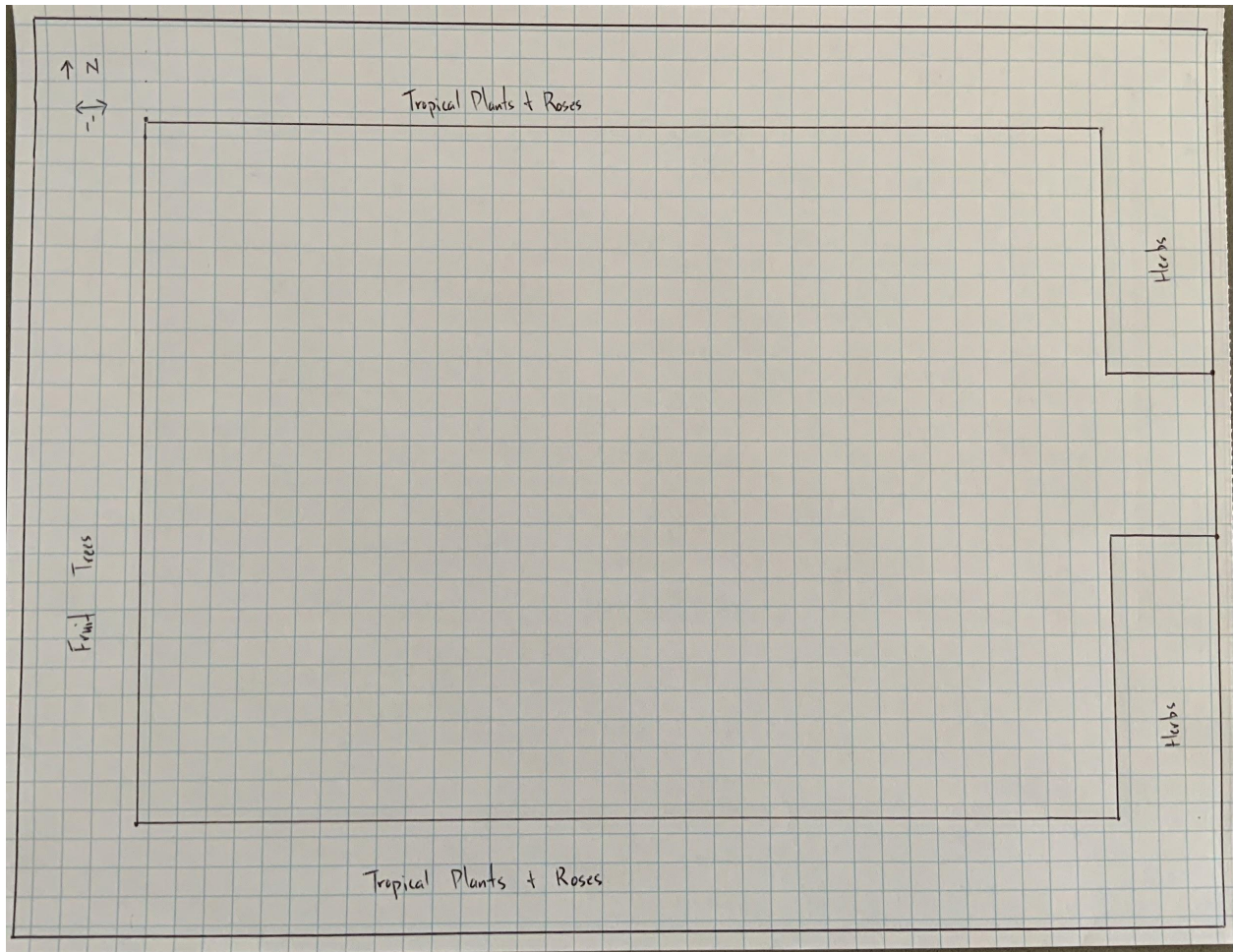


(A) A visually similar event space with surrounding garden beds, vines, and a pergola that will define the vertical space and allow for lighting and vine growth.

B.

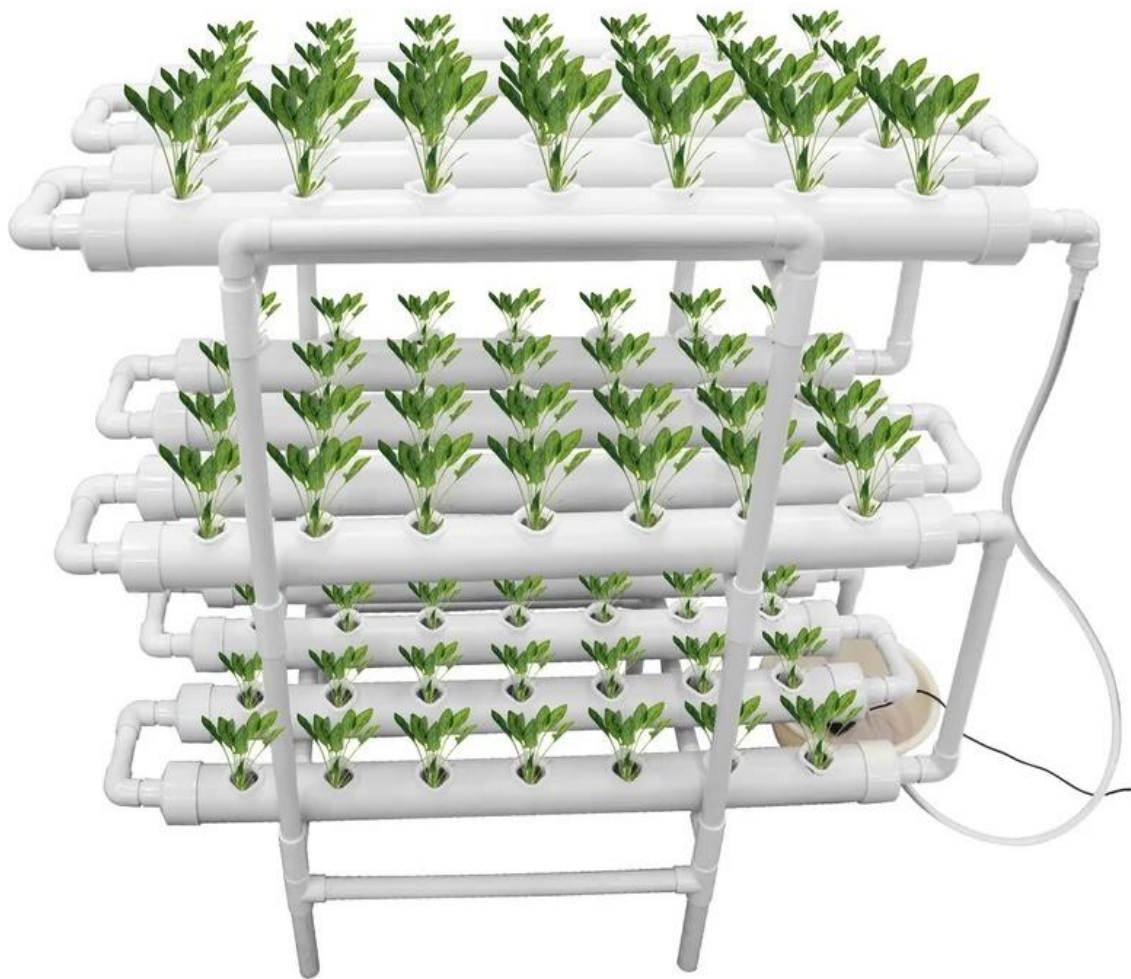


C.



The images above represent, to scale, the event space (B) and pergola.
(C) represents the meeting space.

D.



2 SIDES 72 PLANT SITES

MATERIAL : PVC

GROSS WEIGHT:22LB



E.

Above, images (D) and (E) represent the hydroponic units that will grow herbs.

F.



Image (F) is similar to the look of the building after doors and siding have been updated.

G.



(G) Most overhead doors will be replaced with glass doors.

H.





(H) A greenhouse addition will create additional communal space as well as a growing space.

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE	
Approving the request of Asch Properties, LLC (Infused) at 180 E. Wausau Ave., to extend one-year occupancy deadline and modify project plan.	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	22-0709
Date Introduced:	July 11, 2023

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/>		
		<i>Funds on Hand</i> <input type="checkbox"/>	<i>Interfund Loan</i> <input type="checkbox"/>

RESOLUTION

WHEREAS, a sale of 180 E. Wausau Ave. was approved by the Common Council on July 12, 2022 and the closing of the sale of the property to Asch Properties, LLC, occurred on August 19, 2022; and

WHEREAS, Deed Restrictions recorded with the conveyance include a requirement that construction be complete consistent with the response to the RFP that was accepted by the City, and occupancy reached within one year of the date of closing; and

WHEREAS, Owner responded to the City's Request for Proposal to redevelop the property located at 180 E. Wausau Ave., and submitted a proposal to construct a public indoor green space; and

WHEREAS, Owner has made many improvements to the property since closing, but has requested an extension of time to reach occupancy beyond the first year, to August 19, 2024, to complete proposed indoor green space, kitchen area, growing beds, storage and exterior hardscape planters, and to modify their response to include solar installation and water runoff systems with the complete repair of the roof; and

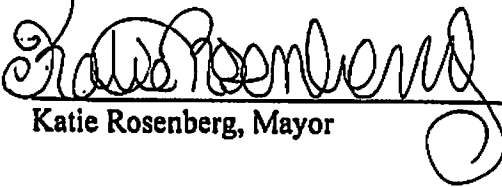
WHEREAS, Deed Restrictions recorded with the conveyance include a requirement that any modification requests from the original proposal shall require CITY approval; and

WHEREAS, Owner has requested delaying the solar installation and water runoff systems to coincide with the complete repair of the roof, which they estimate to happen within 5 years; and

WHEREAS, your Economic Development Committee, at their July 5, 2023 meeting, discussed and recommended approval with a 5-0 vote.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau, hereby approves the request of Asch Properties, LLC to extend the one-year deadline within which to complete construction and reach occupancy at 180 E. Wausau Ave., to August 19, 2024, and the modification to their response to the City's Request for Proposal, as outlined above.

Approved:



Katie Rosenberg, Mayor

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the sale of a City-owned building and property at 180 E Wausau Avenue to Asch Properties, LLC with deed restrictions to establish a public indoor green space business.

Committee Action: Approved 5-0

Fiscal Impact: + \$40,000

File Number: 22-0709

Date Introduced: July 12, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>			

RESOLUTION

WHEREAS, the City's Economic Development Committee approved the issuing of a Request for Proposals (RFP) for the redevelopment of City-owned property at 180 E Wausau Ave on April 6, 2022; and

WHEREAS, the RFP was posted on the City's website inviting interested parties to propose a use for the site. The RFP provided background information on the site including the Phase 1 Environmental Site Assessment Report, a property layout and building dimensions.

WHEREAS, the redevelopment of property is a strategic focus of the City; and

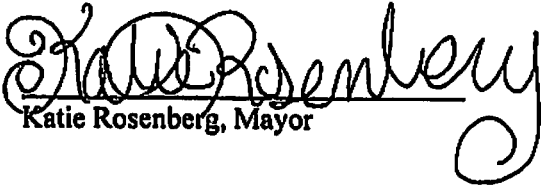
WHEREAS, the City received a single response to the RFP, "Infused," proposed by Mathew and Kristen Aschbrenner of Asch Properties, LLC. The proposal addresses the need in the area for a public indoor green space. The proposed business will procure and supply produce, beverages, crafted oils, syrups, bitters and garnishes in an aesthetically pleasing and environmentally sustainable space; and

WHEREAS, The Economic Development Committee and City Council reviewed the proposal on June 7th and June 14th and directed Staff to move forward and negotiate the terms of the sale in June of 2022; and

WHEREAS, The City has proposed deed restrictions on the property, to which the buyers agreed; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau approves the sale of a City-owned building and property at 180 E Wausau Ave to Asch Properties, LLC for \$40,000 subject to the attached deed restrictions and instructs the appropriate City staff to execute the necessary real estate documents for the sale of the property.

Approved:


Katie Rosenberg, Mayor

To the Economic Development Committee,

It is our hope that you will allow us to see our small business, 'Infused', to completion. In the RFP, we addressed the lack of indoor green space in Wausau and our goal to transform a vacant chemical building into a beautiful event space that will benefit the community. There has been significant progress to the building (see attached photos) resulting in a near total transformation. With your support, we are very excited to begin offering this space in November of this year.

Since our purchase of the former Wausau Chemical building, there have been considerable improvements as outlined in the RFP that was approved by the City of Wausau. Last year, an extension was granted. At that extension, modifications were made to the original RFP including the removal of a water runoff system and a solar installation, as these are in our long term plan (see attached resolution, section 6). Also discussed and approved were the plans submitted by our contractor to the city and state to create a green space that includes a lounge, bar, two bathrooms, and prep kitchen. We have moved forward with this plan.

However, on August 19, 2024, we had yet to receive an occupancy permit due to the project not being complete. We want this project to be done properly, using skilled workers and quality materials. While we did reach out to the city in July asking for help about a possible extension or how to proceed, we did not hear back and now find our business in limbo. Based on the deed restriction of the property, the City of Wausau now has the ability to purchase the property back plus the cost of structural improvements.

The total cost of structural improvements and cost of the building total \$418,070. We have used our own personal funds for this project—zero loans from the city have or will have gone into this project.

The cost of this project is considerably higher than our original \$250,000 proposal. After purchasing the building, we discovered that the roof, heating and cooling, insulation, bathroom, and exterior doors required considerably more attention than anticipated. The total cost to make these structural improvements is \$424,166. We have also improved the exterior with new garage doors, doors, and greenery with additional landscaping in future plans.

Nonstructural improvements to the building have cost \$201,207. There are considerable finishing costs in the remaining two months of construction. The total cost is projected at over \$750,000 of our personal funding.

We ask that you allow us to finish our project that we are so passionate about and choose not to repurchase the property. We have had strong interest and excitement from the community requesting the use of our building and would love to see our small business flourish.

Thank you kindly for this consideration,
Mathew and Kristen Aschbrenner

State Bar of Wisconsin Form 6-2003
SPECIAL WARRANTY DEED

Document Number

Document Name

THIS DEED, made between City of Wausau, a municipal corporation

("Grantor," whether one or more), and Asch Properties, LLC

("Grantee," whether one or more).

Grantor for a valuable consideration conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Marathon County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Parcel one (1) of Certified Survey Map No. 14150 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 62 of Certified Survey Maps on page 157, as Document No. 1431494; being part of Government Lot one (1) in Section twenty-four (24), township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

Recording Area

Name and Return Address

Asch Properties LLC
1100 Highland Park Blvd.
Wausau WI 54403

291-2907-243-0956

Parcel Identification Number (PIN)

This **IS NOT** homestead property.

Exempt from transfer fee per Wis. Stat. 77.25(2)

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances arising by, through, or under Grantor, except: none.

Dated

_____(SEAL) _____(SEAL)
* Katie Rosenberg, Mayor * Kaitlyn A. Bernarde, City Clerk

_____(SEAL) _____(SEAL)
* _____ *

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

ACKNOWLEDGMENT

STATE OF Wisconsin)

) ss.

Marathon COUNTY)

Personally came before me on _____,

the above-named Katie Rosenberg, Mayor and Kaitlyn A. Bernarde, City Clerk for the City of Wausau

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* _____

Notary Public, State of Wisconsin

My commission (is permanent) (expires: 8/3/2024)

THIS INSTRUMENT DRAFTED BY:
Anne L. Jacobson, City Attorney for the City of Wausau
407 Grant St., Wausau WI 54403

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

SPECIAL WARRANTY DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 6-2003

*Type name below signatures.

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CITY OF WAUSAU DEED RESTRICTIONS FOR 180 E WAUSAU AVE

1. The City of Wausau (CITY) shall have the option of repurchasing the land at the sale price paid by GRANTEE for the property plus the costs of any structure improvements, if the GRANTEE fails to complete construction consistent with the proposal that was submitted in response to RFP that was accepted by the City (Exhibit 1) and reach occupancy within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing). Any modification requests from the original proposal shall require CITY approval within this period. For the purposes of this item, structure improvements are limited to the repairs and improvements of the roof, electrical, plumbing, and heating, ventilation, and air conditioning of the building.
2. Exercise of its option to repurchase the property under the circumstances described in Paragraph 1 shall be by a Resolution adopted by the CITY. Such option shall be exercisable upon delivery in writing of a notice by the CITY to the GRANTEE within three months after the expiration of such one-year period. Conveyance to the CITY shall take place within 60 days following the exercise of such option on such date as shall be designated by the CITY specified in such notice, by warranty deed free and clear of all liens and encumbrances created by act or default of the GRANTEE.
3. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
4. GRANTEE shall submit to CITY plans and specifications meeting the site design and land use requirements in the CITY's zoning ordinance as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements. Site Plan approval from the CITY is required prior to start of construction. Development of the property shall match plans and specifications accepted and approved by the CITY. All site improvements shall be completed within 6 months from the time of issuance of a building occupancy permit and zoning certification of compliance.
5. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
6. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
7. GRANTEE shall allow for 48 Athletic Field Event parking spots on the Property through 2029.

8. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.
9. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
10. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - a. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - b. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.

Updated 6/27/22

CLOSING STATEMENT

August 19, 2022

Legal Description: Lot one (1) of Certified Survey Map No. 14150 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 62 of Certified Survey Maps on page 157, as Document No. 1431494; being part of Government Lot one (1) in Section twenty-four (24), township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

PIN: 291.2907.243.0956

Address: 180 E. Wausau Avenue

Charges to Asch Properties, LLC:

Sale price	\$40,000.00
Recording of deed	<u>\$ 30.00</u>
TOTAL	\$40,030.00

APPROVED:

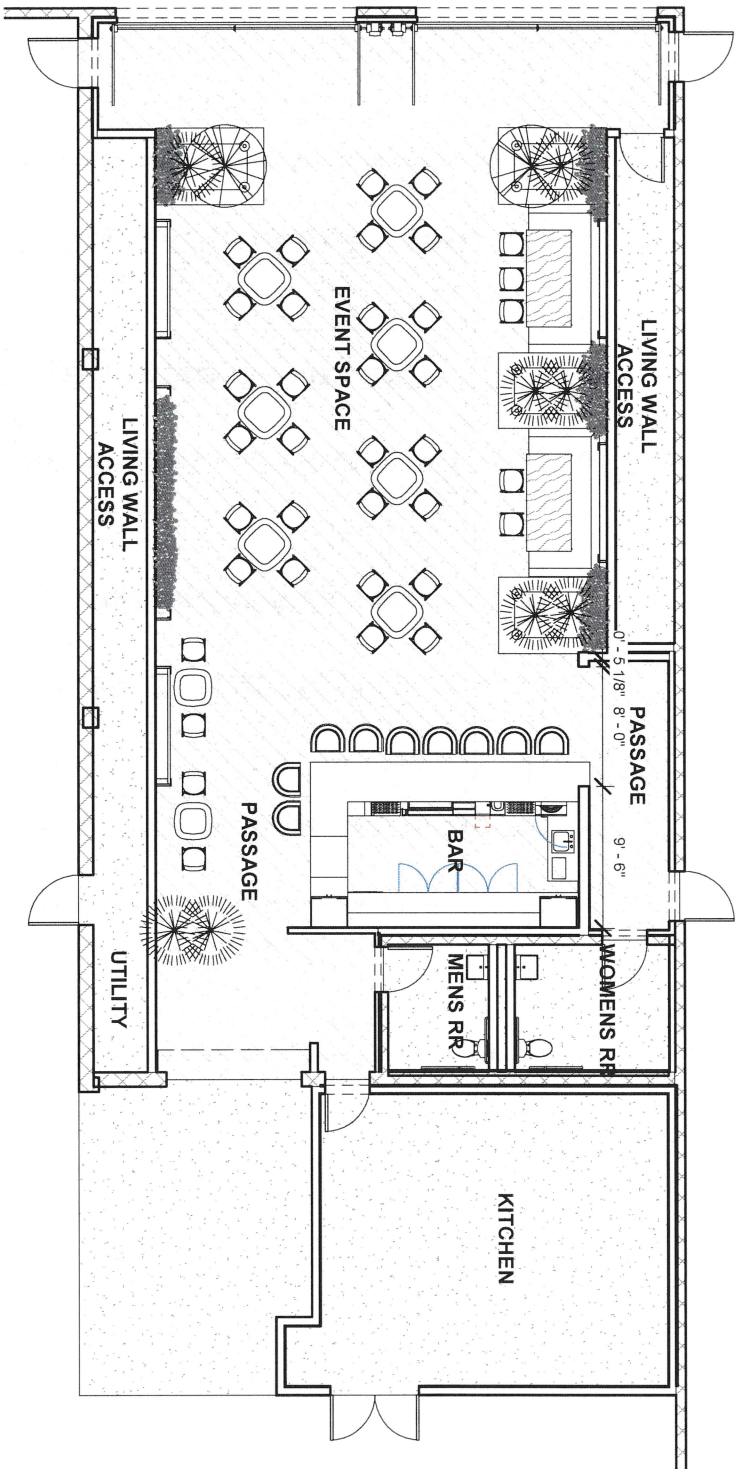
CITY OF WAUSAU

BY _____
Anne L. Jacobson, City Attorney

ASCH PROPERTIES, LLC

BY _____
Mathew W. Aschbrenner, Member

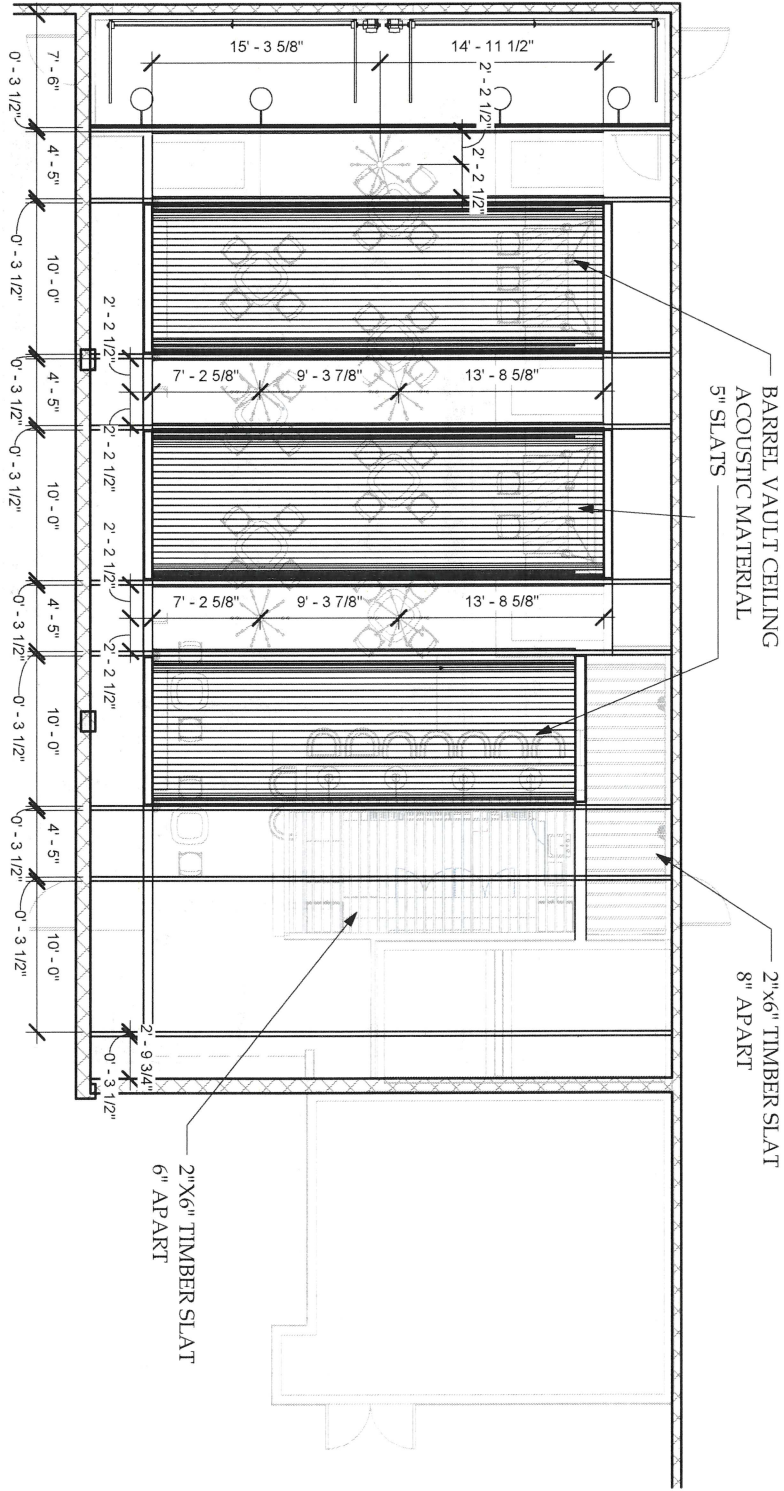
Kristen Aschbrenner, Member



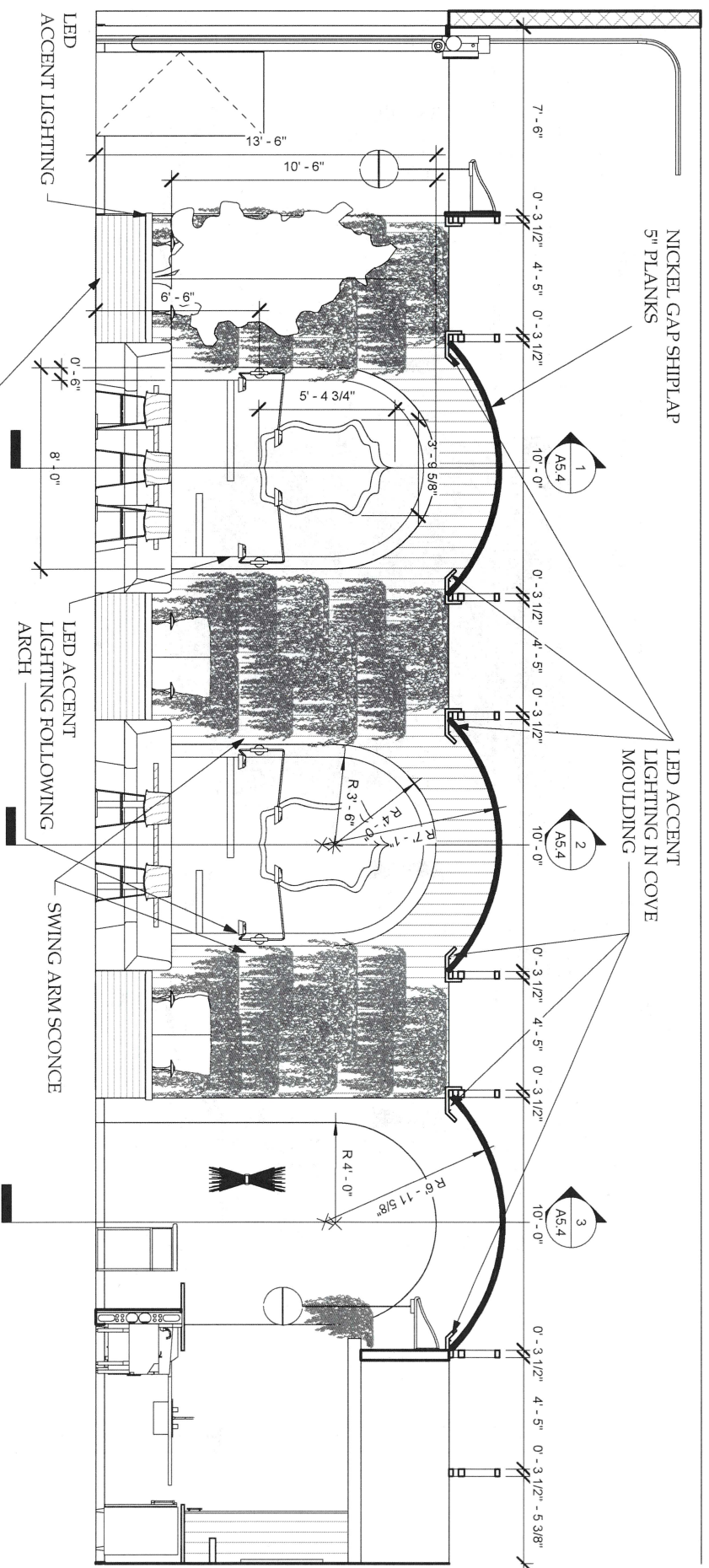
1 Level 1 NEW CONSTRUCTION
 1/8" = 1'-0"

A3.0	INFUSED	NEW CONSTRUCTION FLOOR PLAN	DESIGN THEORY 19
	180 E Wausau Ave Wausau, WI 54403	ANDREW KLUCK 5/15/2024	

① Level 1 NEW CONSTRUCTION
 1/8" = 1'-0"

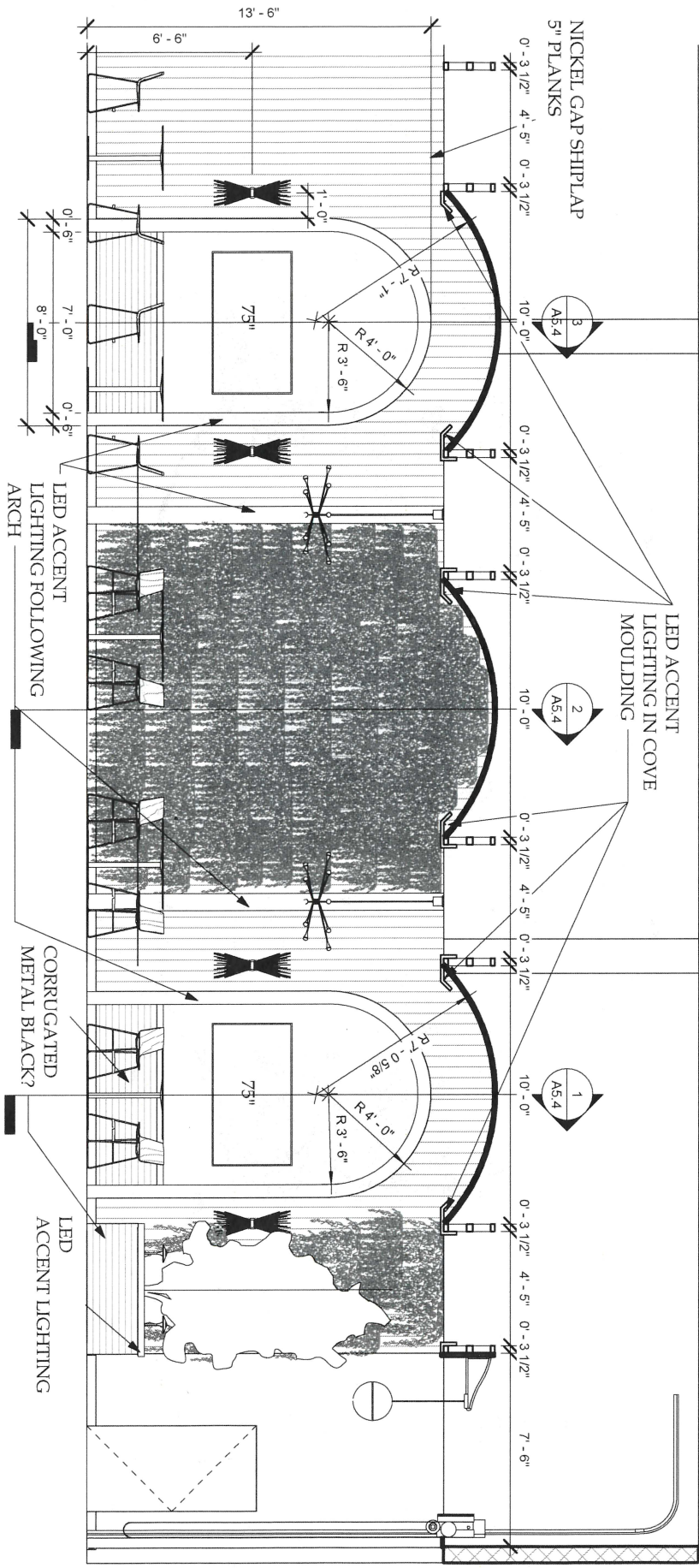


A4.0 180 E Wausau Ave Wausau, WI 54403	INFUSED	REFLECTED CEILING PLAN	DESIGN THEORY 19
	ANDREW KLICK	5/15/2024	



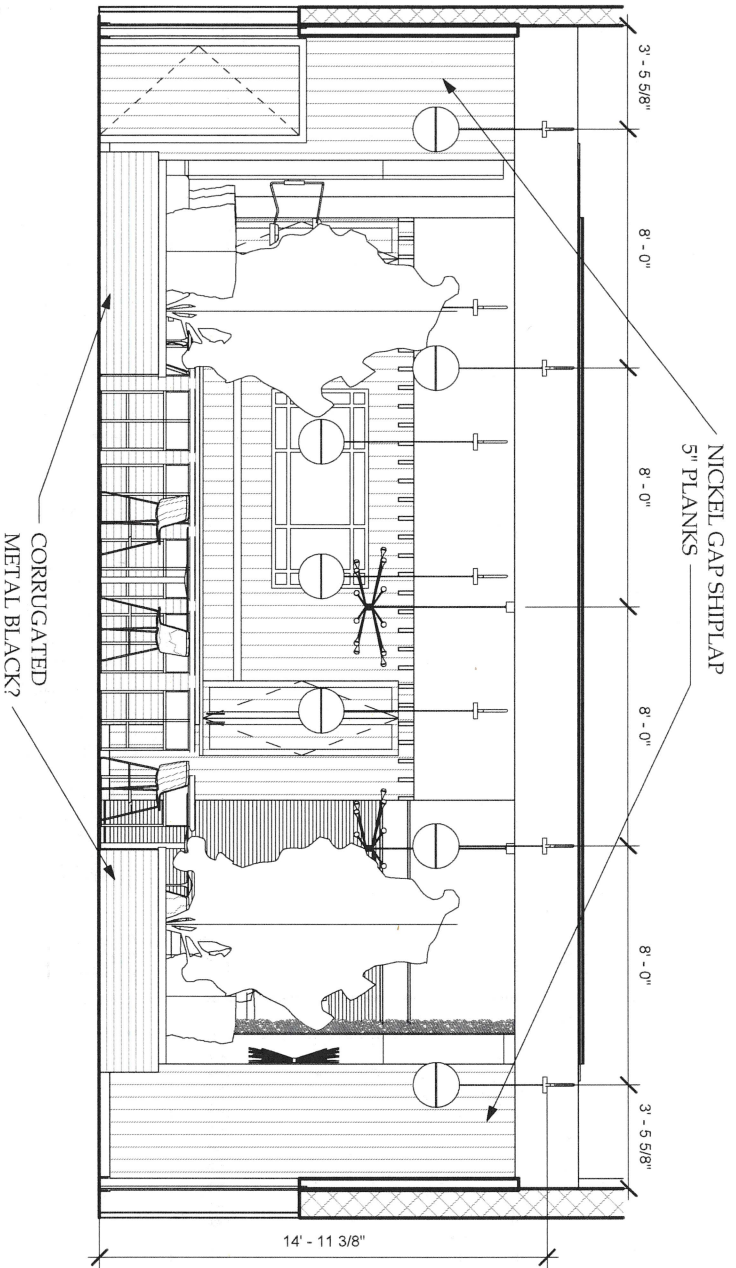
1 BOOTH WALL ELEVATION
1/4" = 1'-0"

A5.0	INFUSED	ELEVATIONS	DESIGN THEORY 19
	180 E Wausau Ave Wausau, WI 54403		



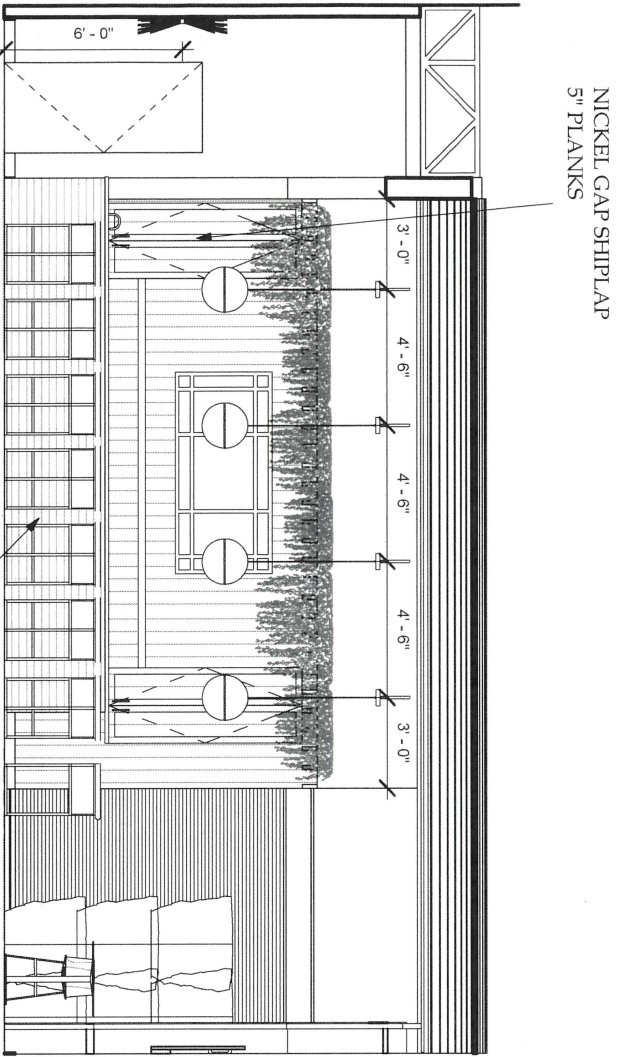
① DISPLAY & FAUX FOLIAGE ELEVATION
 1/4" = 1'-0"

A5.1 180 E Wausau Ave Wausau, WI 54403	INFUSED	ELEVATIONS	DESIGN THEORY 19
	ANDREW KLUCK	5/15/2024	

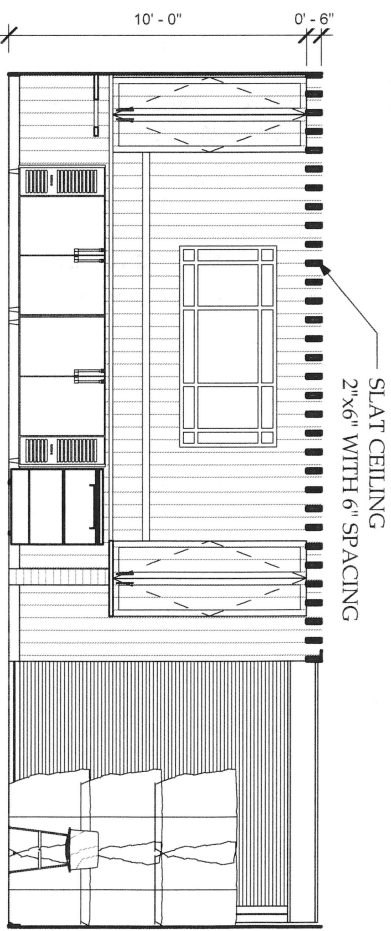


1 FRONT ENTRANCE/HALL ELEVATION
 1/4" = 1'-0"

<p>A5.2</p> <p>INFUSED</p> <p>180 E Wausau Ave Wausau, WI 54403</p>	<p>ELEVATIONS</p> <p>ANDREW KLUCK</p> <p>5/15/2024</p>	<p>DESIGN THEORY 19</p>
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① BAR FRONT ELEVATION
1/4" = 1'-0"



② BAR BACK ELEVATION
1/4" = 1'-0"

A5.3
INFUSED
180 E Wausau Ave
Wausau, WI 54403

ELEVATIONS
ANDREW KLUCK
5/15/2024

DESIGN THEORY 19

A5.4

180 E Wausau Ave
Wausau, WI 54403

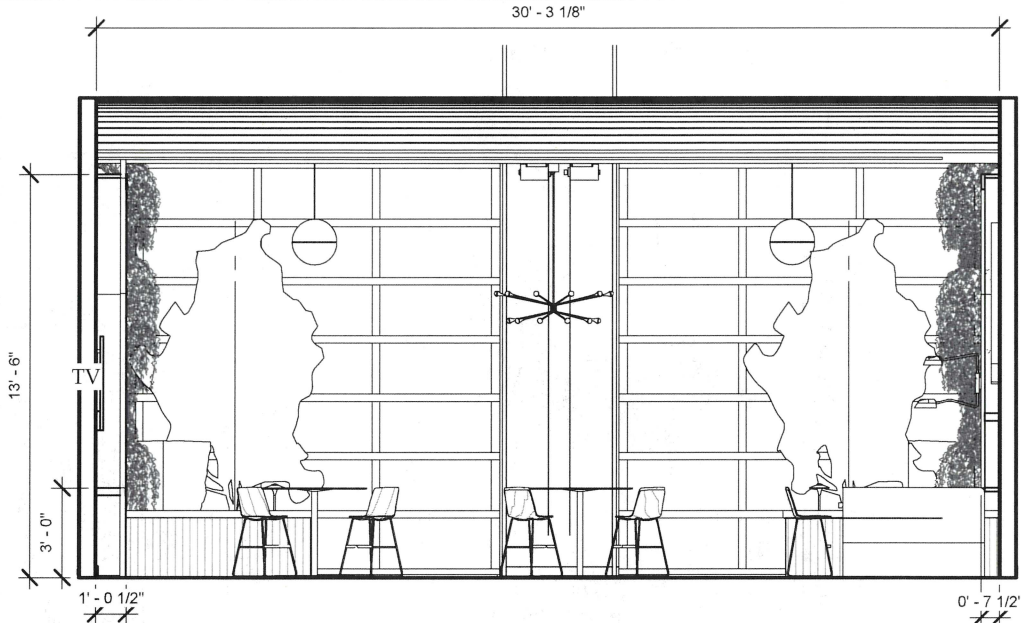
INFUSED

BARREL SECTIONS

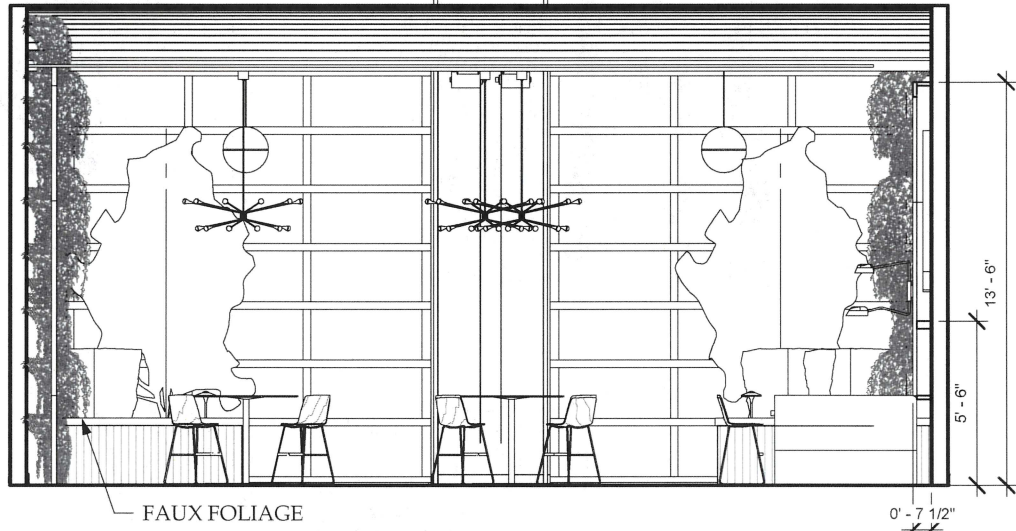
ANDREW KLUCK

5/15/2024

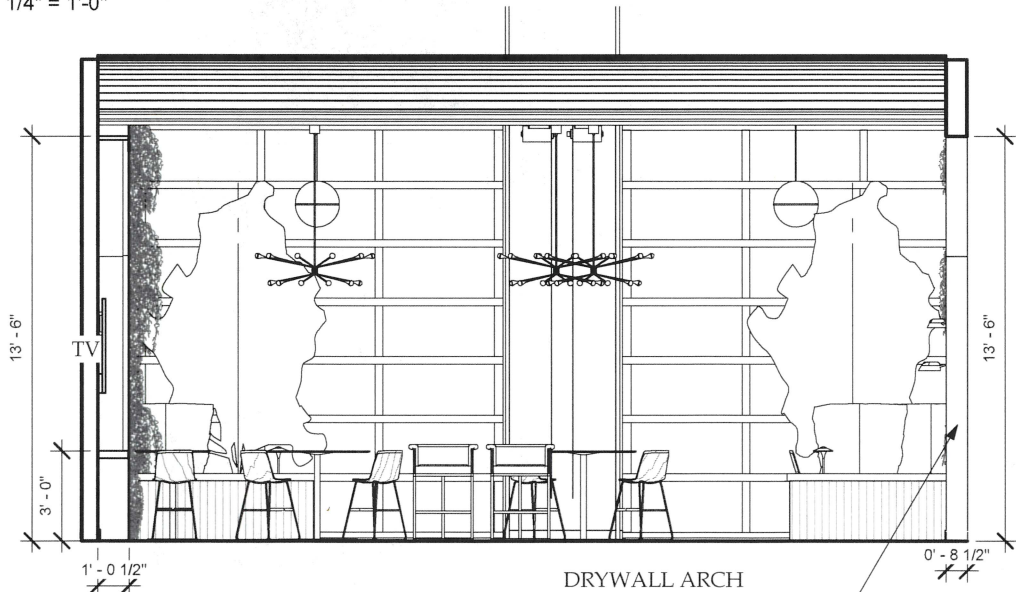
DESIGN THEORY 19



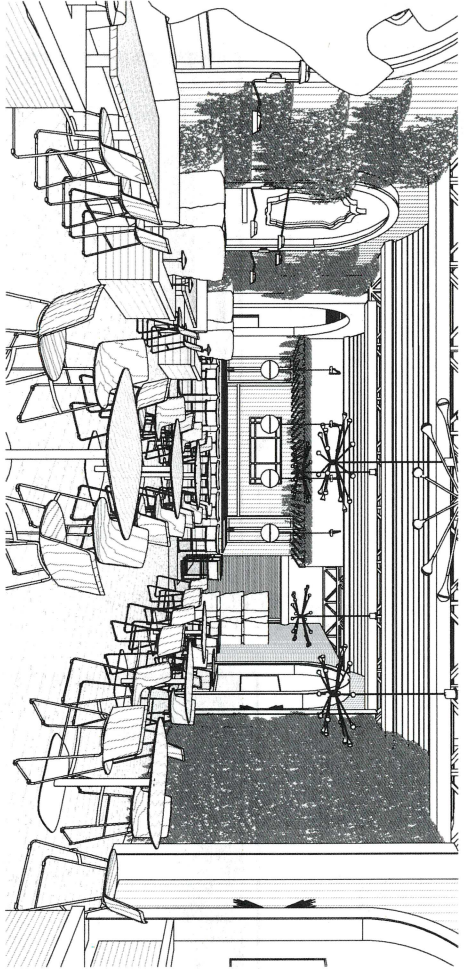
① BARREL 1 SECTION
1/4" = 1'-0"



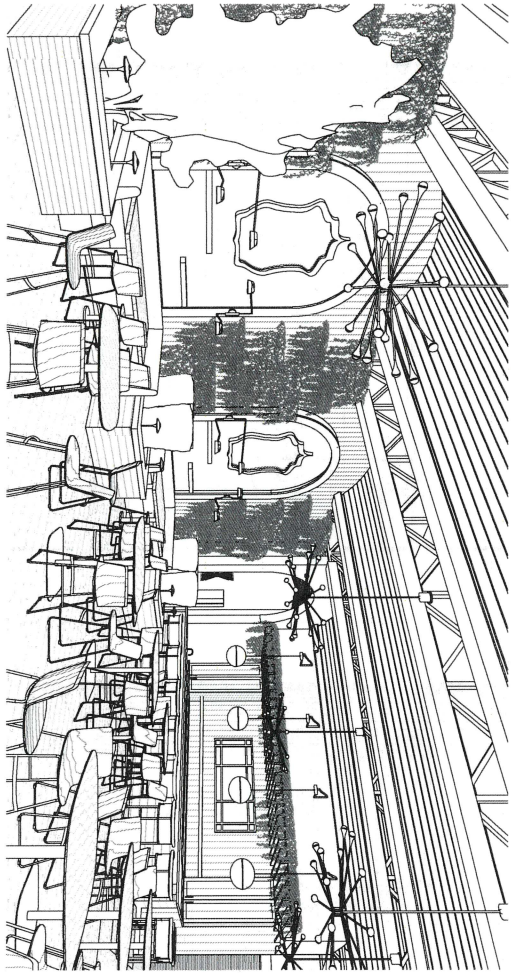
② BARREL 2 SECTION
1/4" = 1'-0"



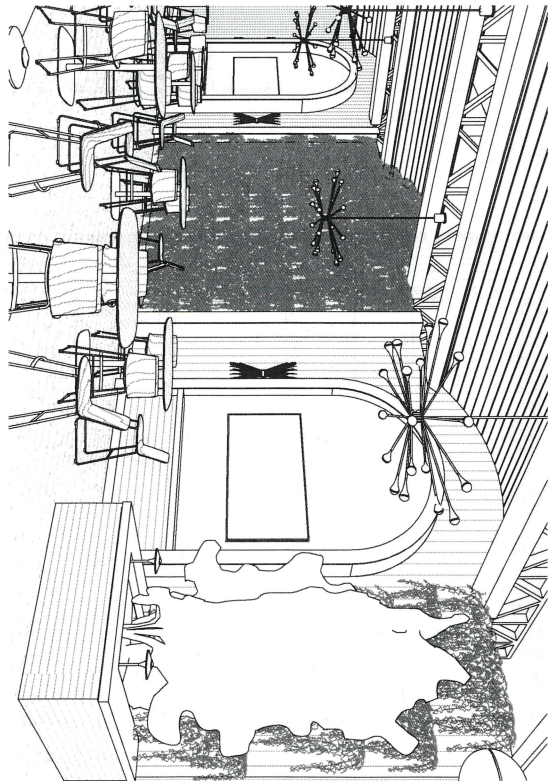
③ BARREL 3 SECTION
1/4" = 1'-0"



1 3D View 1



2 3D View 2



3 3D View 3

A6.0
 INFUSED
 180 E Wausau Ave
 Wausau, WI 54403

3D VIEWS
 ANDREW KLICK
 5/15/2024

DESIGN THEORY 19

Photos of the building on the date of purchase:







Photos of the current project:















