



*** 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: Wednesday, November 13, 2024, at 5:30 PM
Location: City Hall (407 Grant Street, Wausau, WI 54403), Council Chambers
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 October 1, 2024 Meeting
3. Discussion and Possible Action on Development Agreement between City of Wausau and Asch Properties, LLC for 180 E Wausau Ave (Fifrick)
4. Discussion and Possible Action on Commercial Rehabilitation Loan Policy Amendment (Stratz)
5. Update on Infill Development on Thomas Street (Fifrick)
6. 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.**

Members of the public who do not wish to attend in person may view the meeting live or after the fact on the City of Wausau's YouTube Channel: <https://tinyurl.com/WausauCityCouncil> or live on Cable TV, Channel 981. Any person wishing to offer public comment who does not appear in person to do so, may email the City Clerk: Kaitlyn.Bernarde@wausauwi.gov or the Interim Development Director: Randy.Fifrick@wausauwi.gov with "EDC Public Comment" in the subject line by the start of the meeting. All public comments received, either by email or in person, will be limited to items on the agenda only. Messages related to agenda items received prior to the start of the meeting will be provided to the Committee Chair.

This Notice was Posted at City Hall and Emailed to Local Media Outlets on 11/05/2024 @ 4:00 PM

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations to participate in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or email ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event, the City of Wausau will make a good faith effort to accommodate your request.

MINUTES

Economic Development Committee Meeting

Date / Time: Tuesday, October 1, 2024, at 5:30 P.M. | **Meeting called to order by** Lukens at 5:30 P.M.

In Attendance

Members Present: Carol Lukens, Gary Gisselman, Terry Kilian, Victoria Tierney

Member Absent: Chad Henke

Others Present: Randy Fifrlick, Shannon Graff, Tammy Stratz, MaryAnne Groat, Mayor Diny, David Riedel (Wangard Partners via WebEx), Mike Heckendorf (Habitat for Humanity)

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 – Public Comment

No community members presented for public comment.

Agenda Item 2 – Approval of Minutes from September 3, 2024, Meeting

Tierny moved to approve, seconded by Gisselman. Motion Carried 4-0

Agenda Item 3 – Planning Option Agreement between City of Wausau and Wangard Partners, Inc for 15 Fulton St. / 920 N. 1st St. (Fifrlick)

Fifrlick explained a Planning Option Agreement has been prepared which allows the developer to access the property to complete due diligence testing. He noted the planning option runs through December 31, 2025, with built in options if they need an extension. Fifrlick stated beyond that, they have the ability to notify staff if they'd like to move forward with development agreement negotiations which he is hopeful to have next year.

Kilian asked for clarification on what public agency is referenced in the agreement in the planning section, part e. Fifrlick noted agencies such as the DNR or any other agency related to environmental work on the property. Kilian then asked if the parcel has already been cleaned up to relevant DNR standards. Fifrlick referred back to the Request for Interest that noted information on the parcels current status but also said there may be additional work that developers will need to complete. Fifrlick stated the city is working with Stantec and progress has been made in cleaning up the parcel and as the developer complete their due diligence, would follow up with staff as part of the planning option to ensure their plan would be able to follow any DNR or EPA requirements for the parcel.

Gisselman asked what the timeline of the development would be if the planning option is through 2025. Fifrlick stated based on their proposal, they were hoping to start construction next fall but based on experience that there are unknowns that occur, and the planning option is providing them enough time to fulfill any obligations. Gisselman then asked considering interest from other developers, if there is already a phase 1 and phase 2 completed for this parcel. Fifrlick noted the city has done lot of work done on the parcel and environmental work should be relatively completed on the site. He noted the city is still responsible for submitting the post closure modification report, the Fulton Street extension, city owned parking lot and submitting documentation on the removal of five monitoring wells.

Dave Riedel from Wangard explained that they're hopeful that they can begin construction in the fall of 2025. He agreed many things need to occur before that can happen, but he said success for them would be the September to October time range with a 16-18-month construction phase.

Gisselman commented he would like updates presented to the committee as the project is moving along so if there are any issues that arise, they don't come up unexpectedly.

Gisselman motioned to approve, seconded by Tierny. Motion Carried 3-1 with Kilian being the dissenting vote.

Agenda Item 4 – Purchase of City-owned Property by Habitat for Humanity at 722 Jefferson St. (Stratz)

Stratz proposed the sale of 722 Jefferson Street to Habitat for Humanity for \$1,000. She stated the \$1,000 offer is the typical price they've paid for the purchase of city-owned lots. Stratz explained Habitat has been a great partner and have built numerous homes in the community and this lot would be the location for their 74th home.

*Motion by Killian, seconded by Tierny to sell 722 Jefferson St. to Habitat for Humanity. **Motion Carried 4-0***

Agenda Item 5 - 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 related to **City of Wausau Deed Restrictions for 180 E Wausau Ave.**

*Tierny motioned to move to closed session. Roll call vote was taken. **Motion Carried 4-0***

Agenda Item 6 – RECONVENE into Open Session to take action on Closed Session items, as necessary (Fifrick)

*Killian motioned to move to open session, seconded by Tierny. **Motion Carried 4-0***

No action taken. Staff directed to discuss further with the developer and bring back to the committee.

Agenda Item 7 - Adjourn

*Gisselman motioned to adjourn, seconded by Killian. **Motion Carried 4-0.***

Meeting Adjourned at 6:11 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 10/01/24 can be viewed at:

- <https://www.youtube.com/live/oQCBhu4vCno?si=nfuuykb6THOnLjpe>

To: Economic Development Committee
From: Randy Fifrick, Interim Community Development Director
Date: November 2, 2024
Re: 180 E Wausau Ave Development Agreement



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.

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.

City Staff worked closely with the City Attorney and Mr. Aschbrenner to draft a Development Agreement that provides extended deadlines for Mr. Aschbrenner to complete the project as proposed in his original 2022 proposal. Mr. Aschbrenner has been working with the Inspections office and will likely have occupancy for a portion of the building by the Committee Meeting on November 13th. The Agreement also provides deadlines in 2025 and 2028 to complete the remaining items from the original proposal.

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF WAUSAU AND
ASCH PROPERTIES, LLC

THIS AGREEMENT made this ____ day of _____, 2024, by and between the City of Wausau, hereinafter referred to as “CITY,” and Asch Properties, LLC, hereinafter referred to as “OWNER;”

WITNESSETH:

WHEREAS, the CITY sold to OWNER, on August 19, 2022, the property located at 180 E. Wausau Avenue, Wausau, Wisconsin 54403, for the price of \$40,000, discounted from the assessed value, as an inducement to the CITY and as an incentive to OWNER to redevelop the former industrial property into a public green space, pursuant to OWNER’s proposal, and without any additional financial consideration from the CITY; and

WHEREAS, the CITY was desirous of seeing the property redeveloped into a usable public space, and the OWNER agreed to certain land restrictions, recorded with the conveyance, including certain provisions regarding construction of the improvements proposed to the facility; and

WHEREAS, on _____, the Council approved his proposal and

WHEREAS, on July 11, 2023, the Council granted an extension within which to complete the approved improvements, as required by the deed restrictions;

WHEREAS, on August 19, 2024, the extension expired and the OWNER had not completed the project as proposed nor sought an occupancy permit; and

WHEREAS, the purpose of this document is to codify into a development agreement exactly what the OWNER and CITY agree to do.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Attached hereto is the proposal submitted by the OWNER, which proposal was approved by the CITY on (date), and is incorporated herein by reference. In the event of inconsistencies between this Agreement and the proposal referenced herein, this Agreement shall take precedence with respect to the subject matter contained herein.
2. Included in that proposal is a map of the property, with the improvement depicted.

3. With the exception of the modification of the Council adopted on July 11, 2023, the parties agree that the OWNER shall complete the original proposal.
4. As to the “meeting area” outlined in green on the attached map, that area shall be completed, inspected and approved by CITY for occupancy by December 31, 2024.
5. As to the kitchen area, outlined in red, following the installation of the equipment, it shall be inspected for use as a commercial kitchen to support the public indoor and outdoor space and the proposed use of the kitchen, by December 31, 2024.
6. The work underway with respect to the lounge, bar, bathrooms and prep kitchen shall be completed by December 31, 2024.
7. OWNER agrees to submit plans for ongoing exterior façade upgrades, landscaping with hardscape planters and streetscaping, and greenhouse space to the CITY for approval of the Common Council of the City of Wausau.
8. The OWNER agrees to finish by December 31, 2025, the following parts of the proposal: meeting space completed; growing area south of the wall marked in blue, the Exterior Upgrades, landscaping with hardscape planters and streetscaping, and construction of the greenhouse space.
9. The OWNER agrees to finish by August 19, 2028, (i) commercially practicable repairs to the roof of the building and (ii) the installation of solar panels to the roof or other areas of the premises sufficient to power the greenhouse that is to be installed on the premises in accordance with this Agreement.
10. OWNER agrees to obtain all licenses, permits, as are necessary to complete the project as approved by CITY, and to comply with all applicable laws, regulations and ordinances.
11. OWNER agrees to submit site plans to CITY as construction is planned to ensure CITY approval of plans before proceeding.

CITY OF WAUSAU

ASCH PROPERTIES LLC

By _____

By _____

By _____

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.

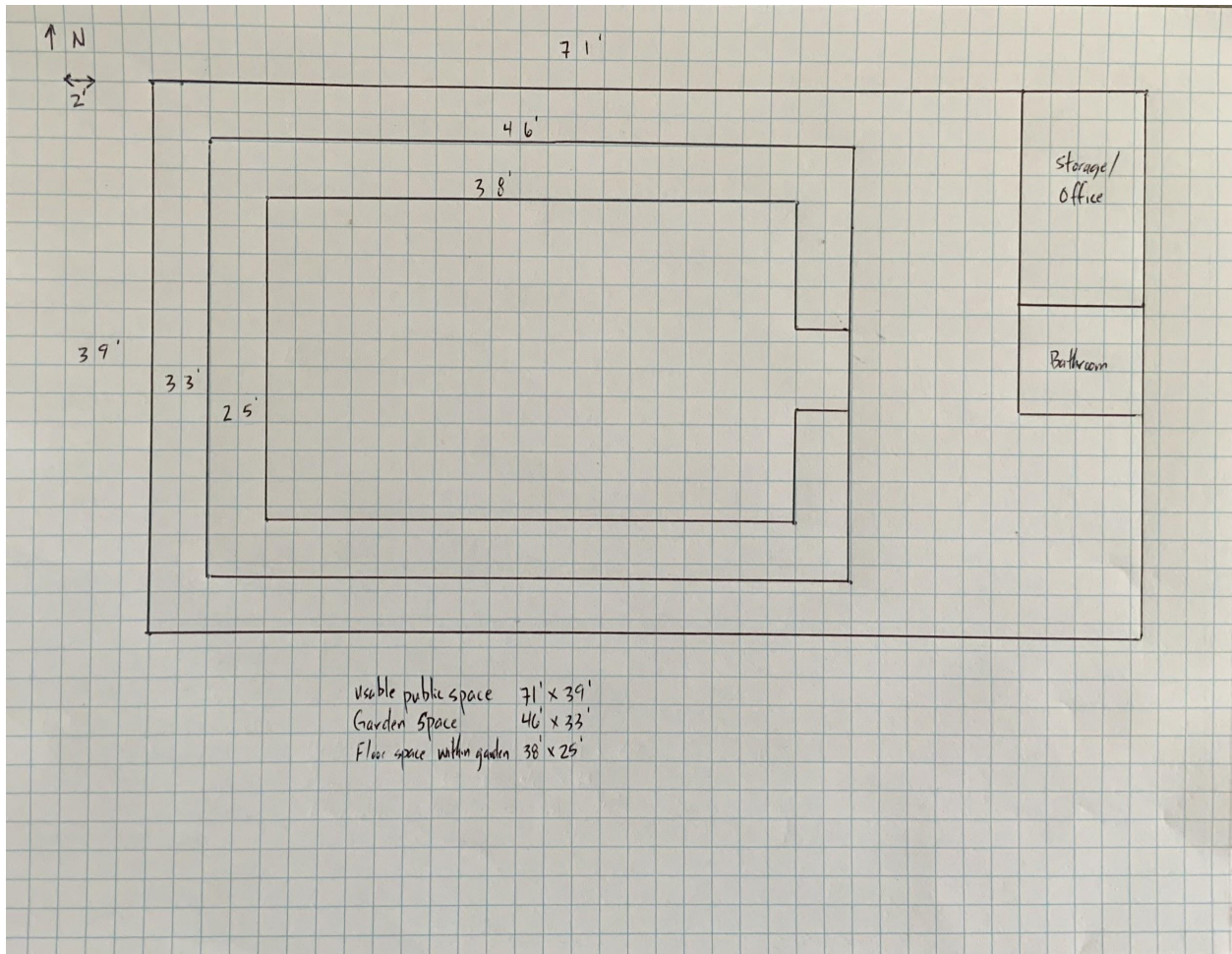
Photo exhibits A-H

A.

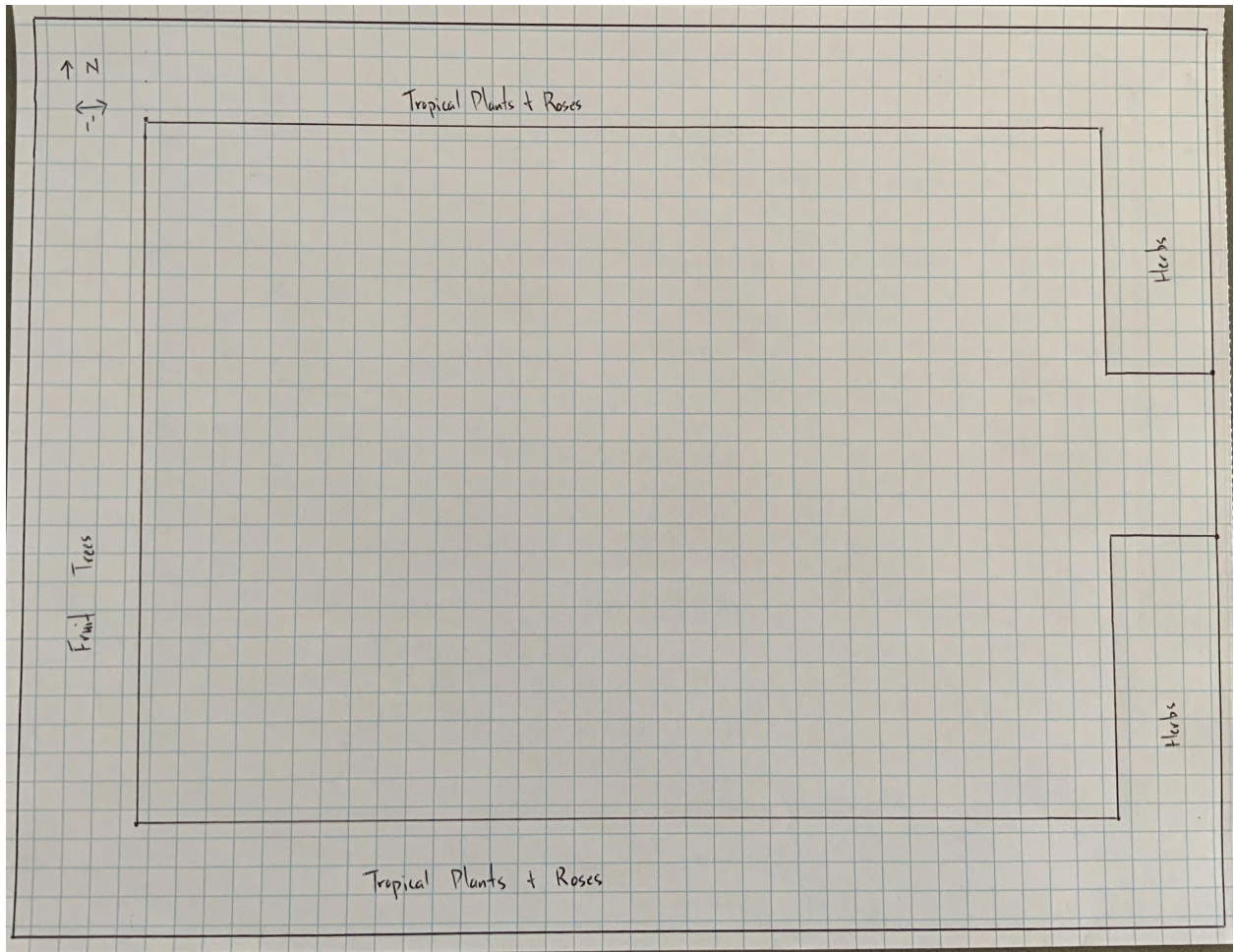


(A) A visually similar event space with surrounding garden beds, vines, and a pergola that will define the vertical space and allow for lighting and vine growth.

B.

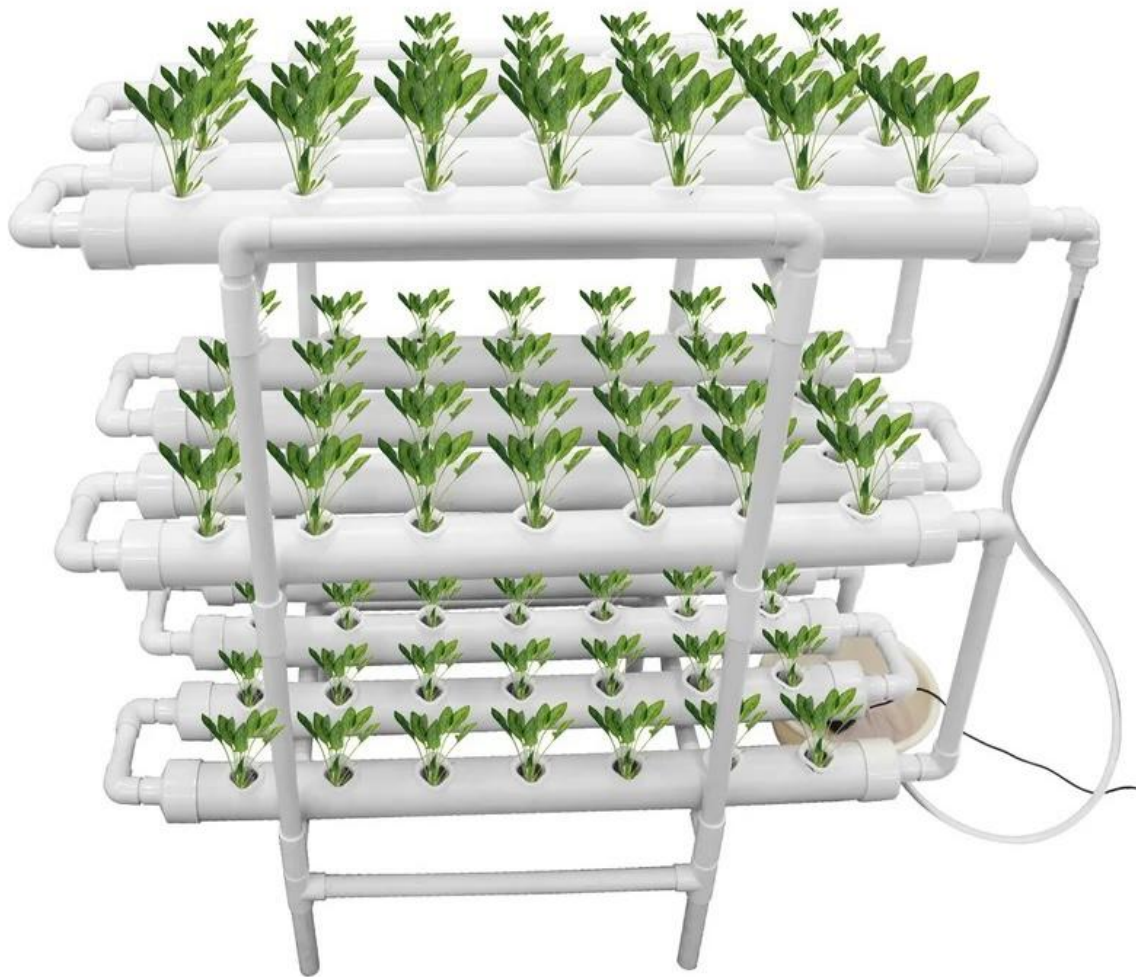


C.



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.

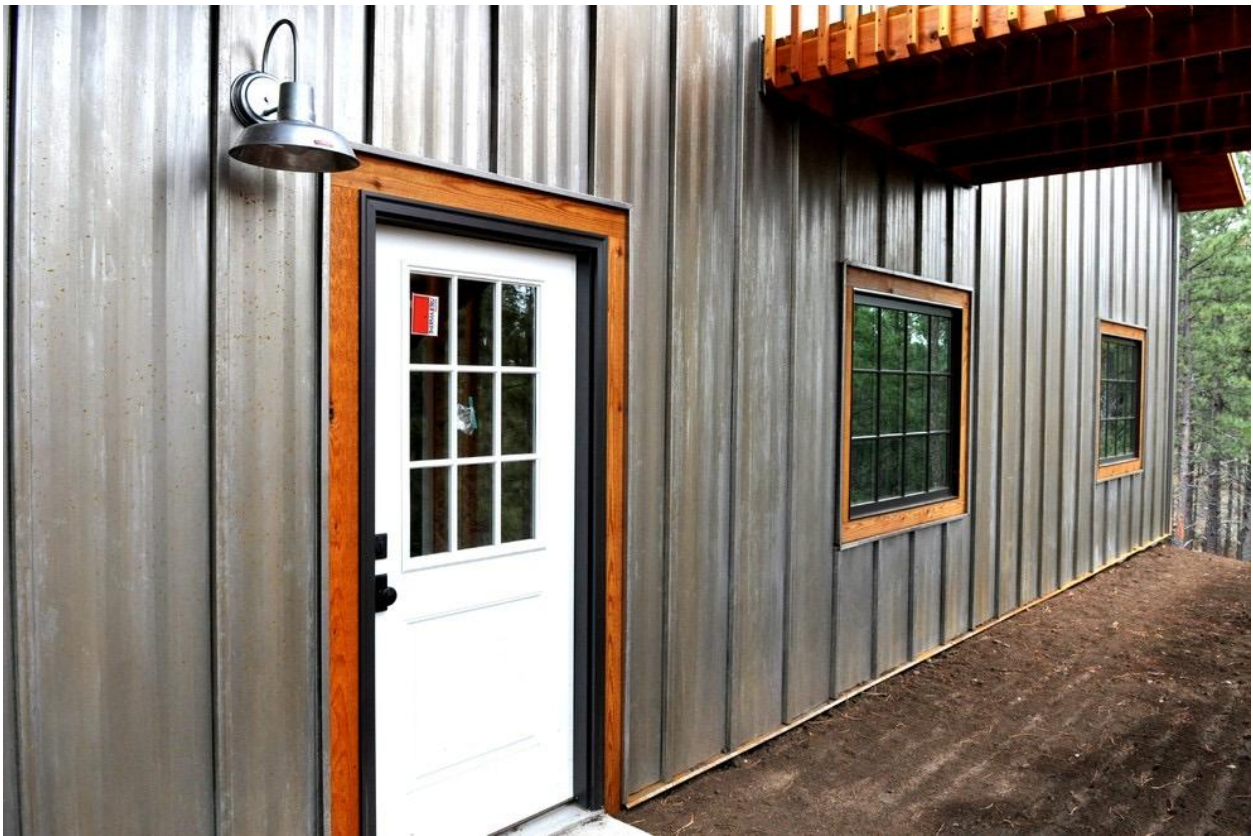


Image (F) is similar to the look of the building after doors and siding have been updated.

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

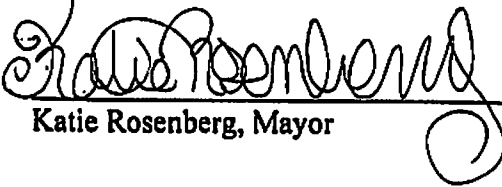
WHEREAS, Deed Restrictions recorded with the conveyance include a requirement that any modification requests from the original proposal shall require CITY approval; and

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>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>Debt</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

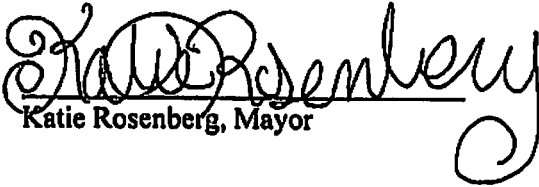
WHEREAS, the City received a single response to the RFP, "Infused," proposed by Mathew and Kristen Aschbrenner of Asch Properties, LLC. The proposal addresses the need in the area for a public indoor green space. The proposed business will procure and supply produce, beverages, crafted oils, syrups,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

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

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

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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:

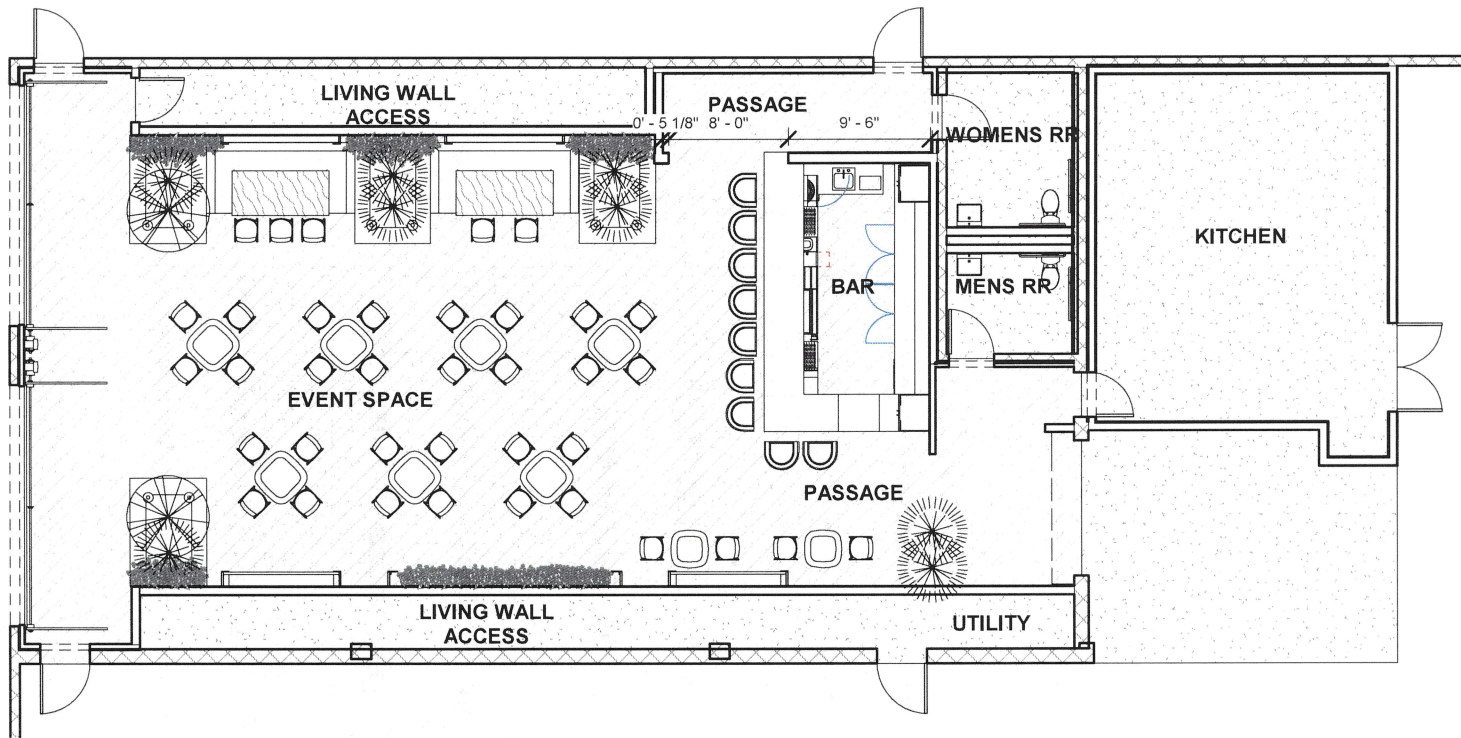
CITY OF WAUSAU

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

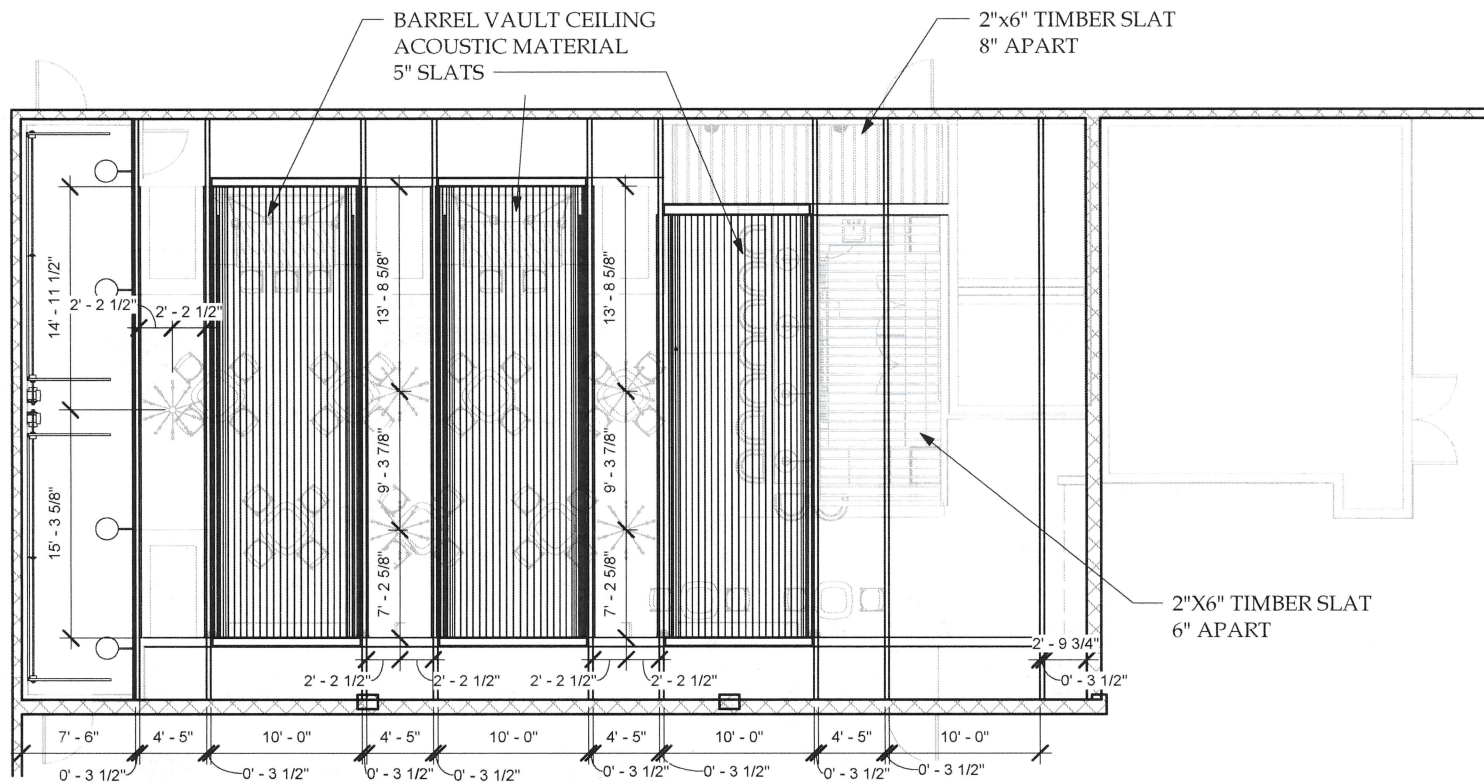
INFUSED
180 E Wausau Ave
Wausau, WI 54403

NEW CONSTRUCTION FLOOR PLAN

ANDREW KLUCK

5/15/2024

DESIGN THEORY 19



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

A4.0

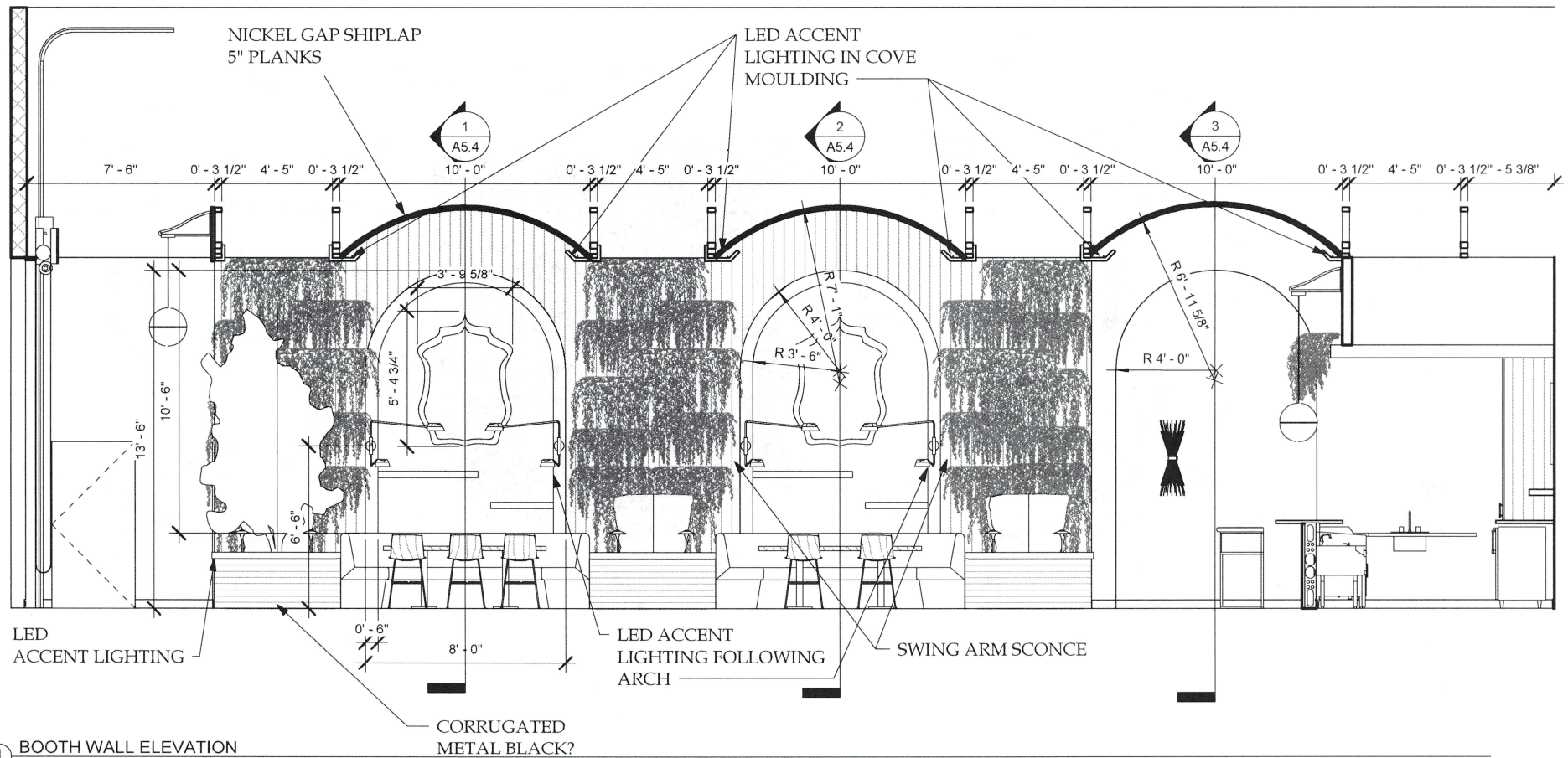
INFUSED
180 E Wausau Ave
Wausau, Wi 54403

REFLECTED CEILING PLAN

ANDREW KLUCK

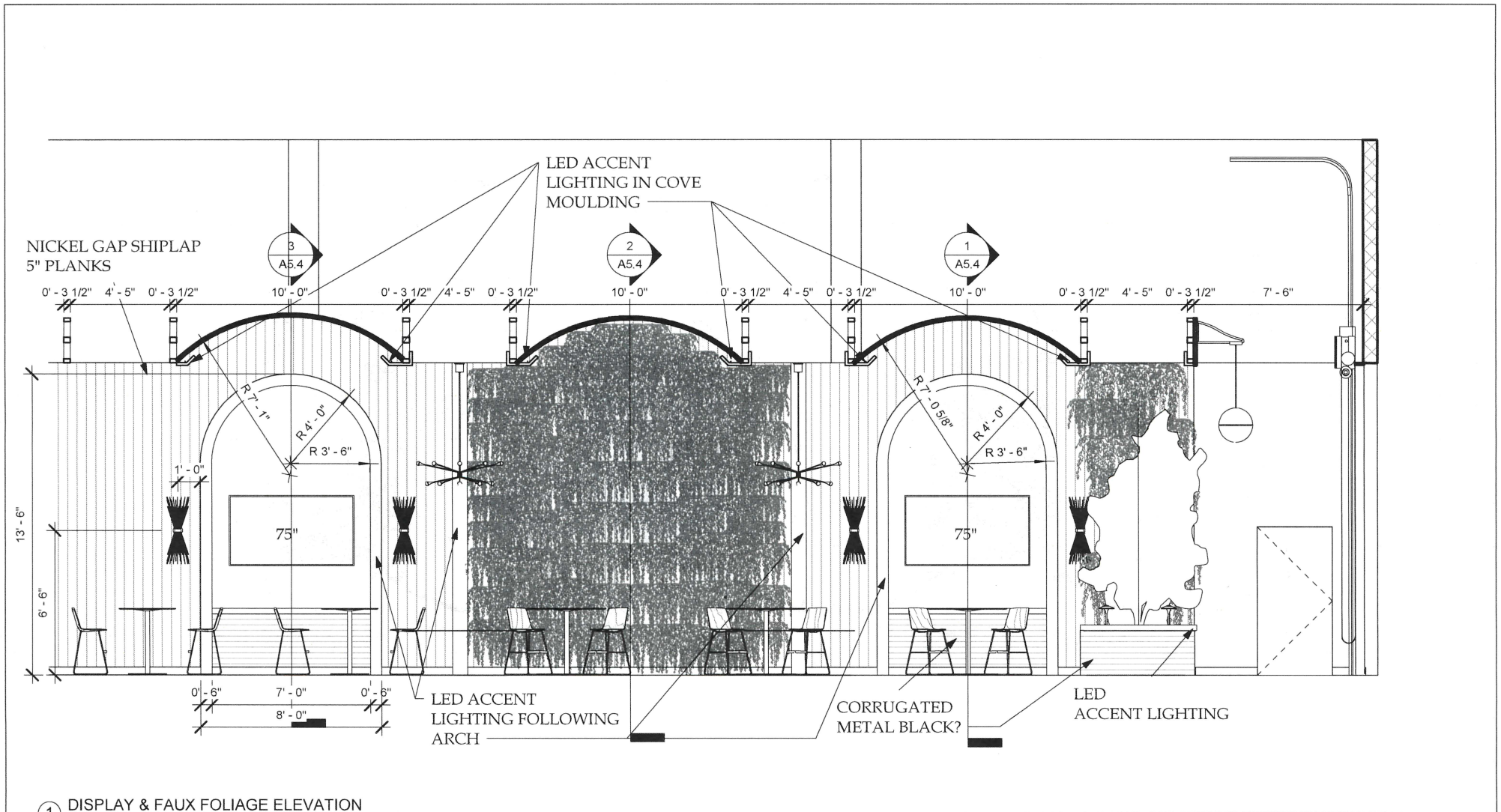
5/15/2024

DESIGN THEORY 19



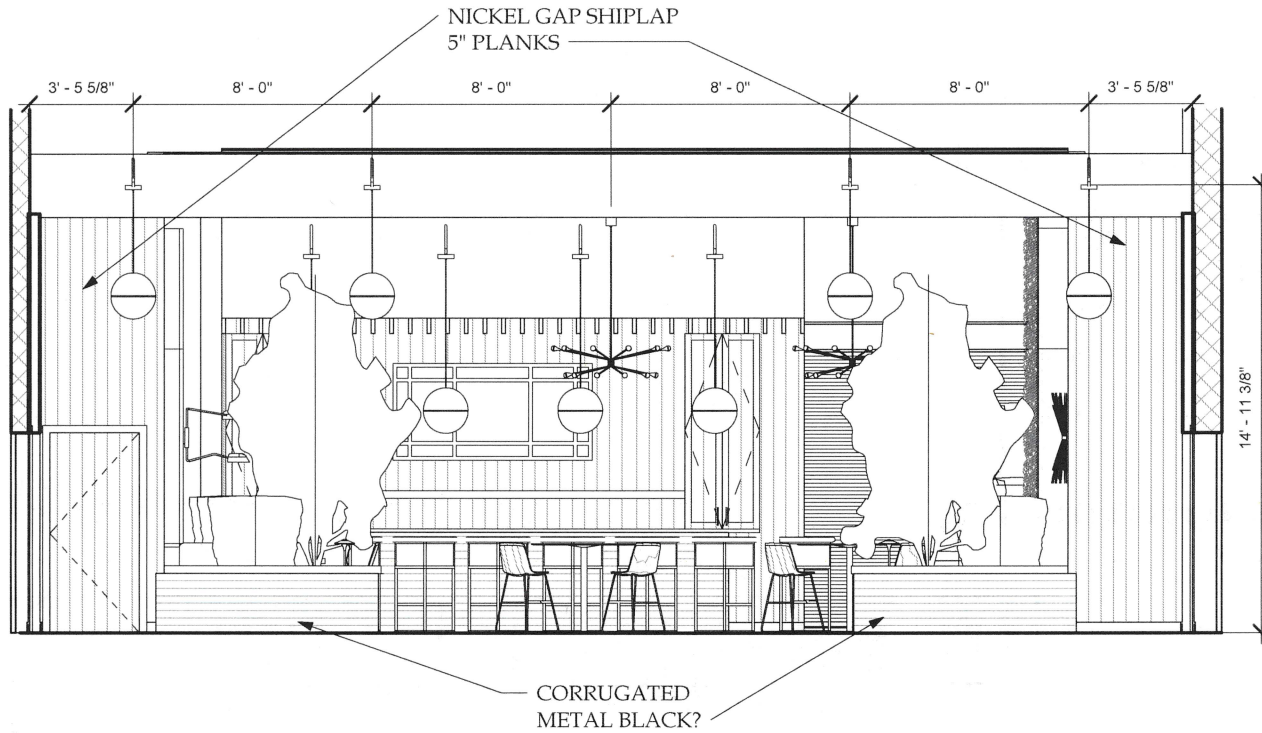
1 BOOTH WALL ELEVATION
1/4" = 1'-0"

A5.0	INFUSED	ELEVATIONS	DESIGN THEORY 19
	180 E Wausau Ave Wausau, WI 54403	ANDREW KLUCK	
		5/15/2024	



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

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



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

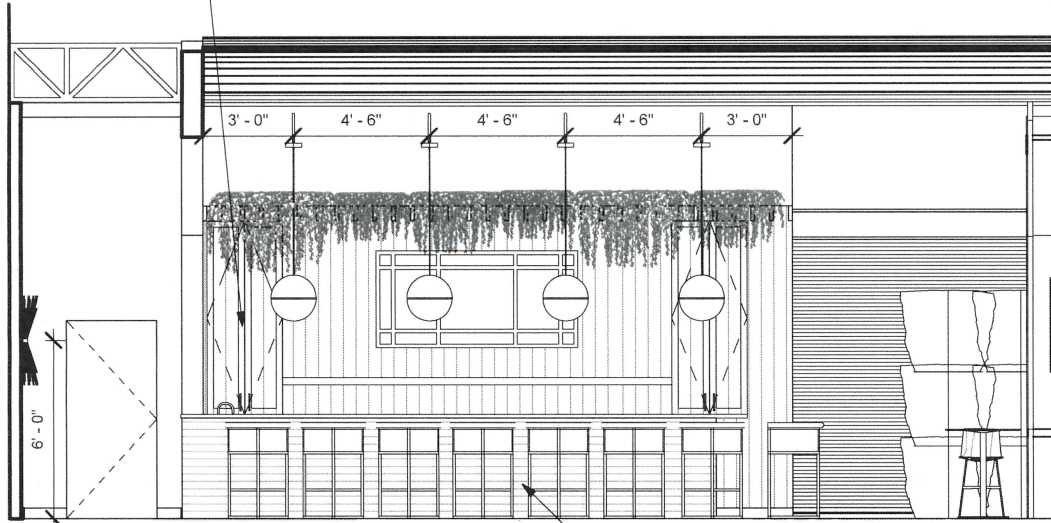
A5.2

INFUSED
 180 E Wausau Ave
 Wausau, WI 54403

ELEVATIONS
 ANDREW KLUCK
 5/15/2024

DESIGN THEORY 19

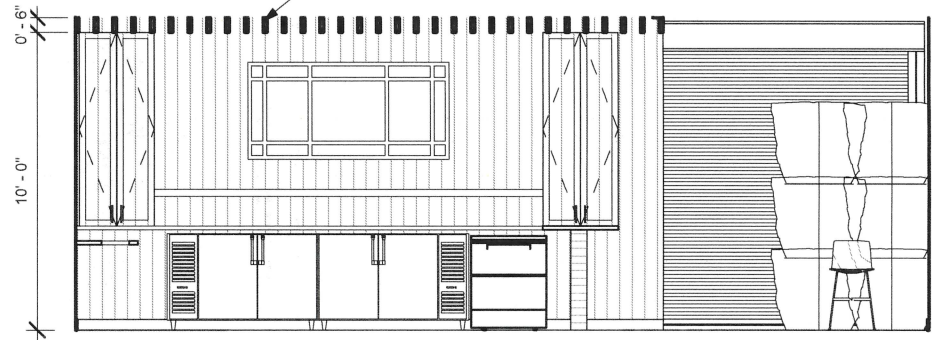
NICKEL GAP SHIPLAP
5" PLANKS



CORRUGATED
METAL BLACK?

① BAR FRONT ELEVATION
1/4" = 1'-0"

SLAT CEILING
2"x6" WITH 6" SPACING



② BAR BACK ELEVATION
1/4" = 1'-0"

A5.3

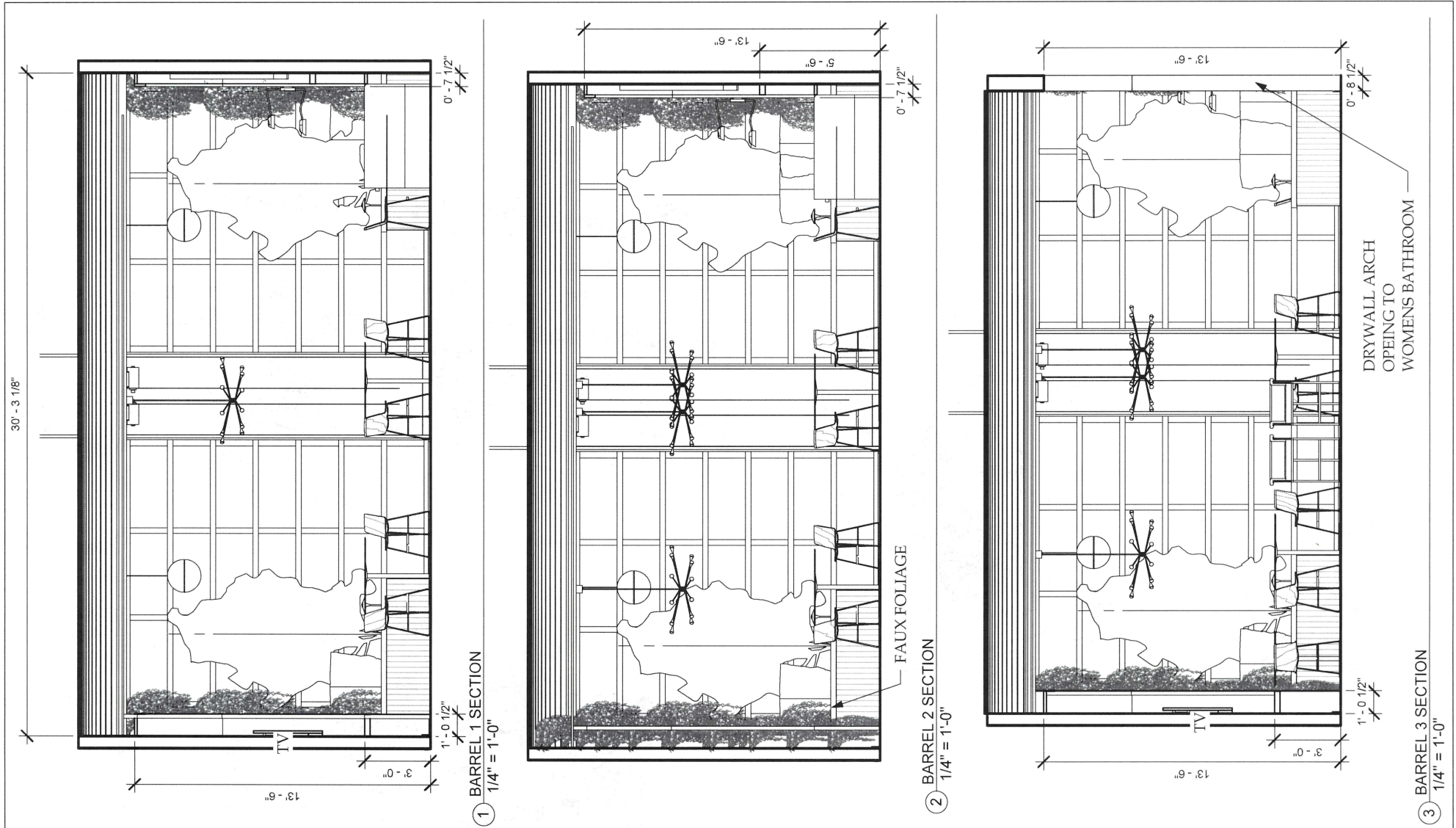
INFUSED
180 E Wausau Ave
Wausau, Wi 54403

ELEVATIONS

ANDREW KLUCK

5/15/2024

DESIGN THEORY 19



A5.4

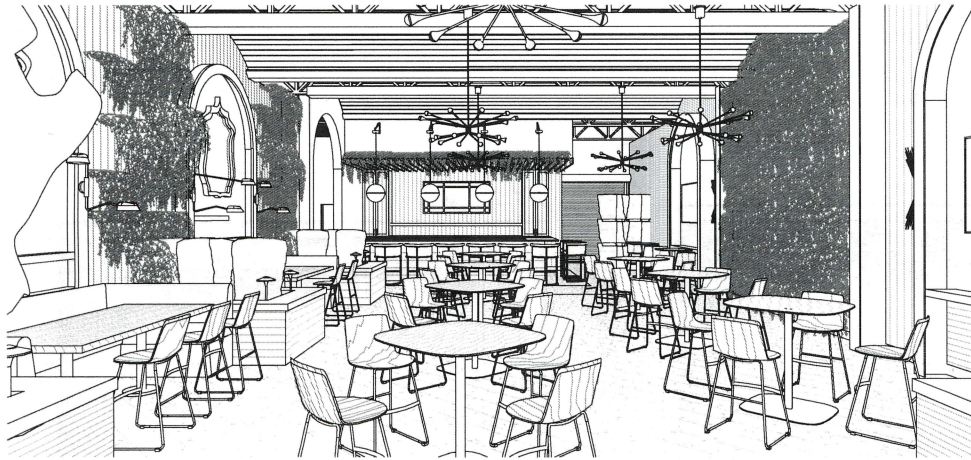
INFUSED
180 E Wausau Ave
Wausau, WI 54403

BARREL SECTIONS

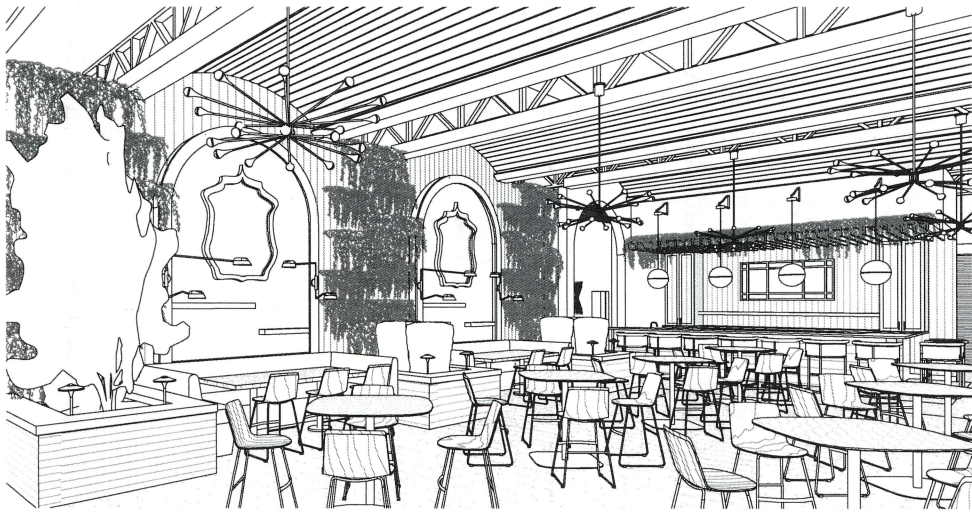
ANDREW KLUCK

5/15/2024

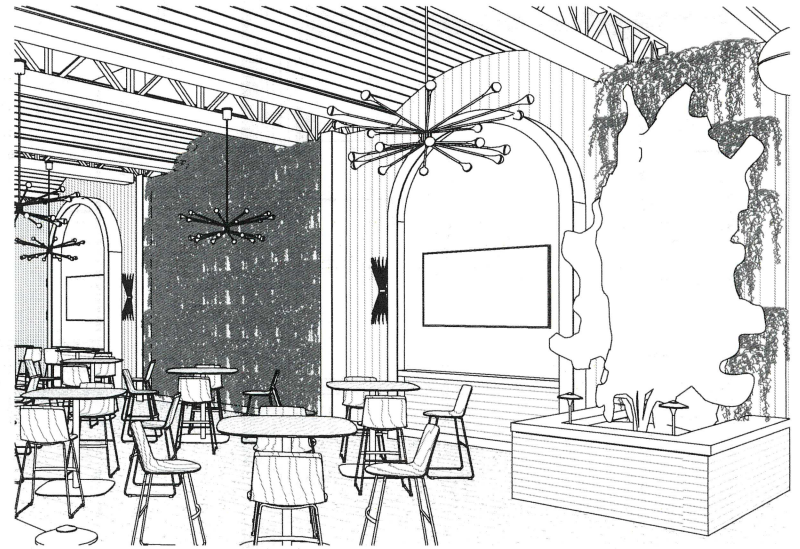
DESIGN THEORY 19



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 KLUCK

5/15/2024

DESIGN THEORY 19



MEMO

TO: Economic Development Committee Members

FROM: Tammy Stratz, Community Development Manager

DATE: November 5, 2024

RE: Proposed Commercial Rehabilitation Loan program policy changes

The City of Wausau offers a Commercial Rehabilitation Loan program. That program has been on hiatus for the past few years due to lack of funding. Recently, a couple of loans were repaid so we thought it was a good time to re-examine the program guidelines and request some changes moving forward with the recycling of these repaid funds.

Attached are the original policy and a marked-up policy with the requested changes. In the past staff would bring each project to Economic Development and Historic Preservation for informational purposes only. This took up committee members time and caused undue delays in moving the loan forward and accommodating the borrower in a timely manner. The proposed changes will still bring projects to E.D. but more as a quarterly update so committee members understand what projects were funded but wouldn't hold up the process for the borrower. Other suggested changes are as follows:

- Increasing the interest rate from 1.5% to either 3% or 4% depending on the loan amount;
- Better explains the eligible loan expenditures and gives the borrower the opportunity to pay the closing costs up front or to add to the loan balance;
- Increases the application fee and better explains the process to the borrower.

I hope this provides a better overview of the changes to the policy. If you have any questions before the committee meeting, please feel free to call me at 715- 261-6682 or e-mail me at tammy.stratz@wausauwi.gov.

Thank you.





CITY OF WAUSAU COMMERCIAL REHABILITATION PROGRAM POLICY

Purpose: The Wausau Commercial Rehabilitation Program is a loan program designed to stimulate rehabilitation and redevelopment of commercial real estate within the City of Wausau.

Type of Funding: The program provides low interest loans to be administered by and subject to approval from the Community Development Department. Loans shall be offered as funding is available. Funds shall be maintained and monitored by the Finance Department and projects reviewed by the city's Economic Development Committee or Finance Committee depending on timing to move projects along in a timely manner. Rehabilitation projects shall be completed in accordance with the Wausau Design Guidelines with advisory approval for design by the Wausau Historic Landmarks Committee if the building has historic significance (which will be determined by the Historic Landmarks Committee Chair) and comply with applicable city codes and ordinances.

Financing Terms: Financing assistance shall be made as loans with a 15 year amortization schedule, at 1.5% interest rate, payments deferred for 1 year, repayable the following 6 years, with a balloon payment (of all accrued interest and remaining principal) to be paid at the end of year seven. A promissory note shall be executed by and between the City and the borrower and final estimated value of the rehabilitated building shall support all existing debt. A mortgage, typically in a subordinated position behind a commercial loan, shall secure the city's interest in the property. Loan terms may be negotiated under special circumstances and approval of the CDD Director and/or CDD Manager.

Eligible Expenditures: Funds are to be used for physical improvements including but not limited to exterior facade and necessary structural, electrical, plumbing and other building system components. Fees and other project related expenses, such as architectural/engineering costs, title insurance, credit report, attorney and recording fees are considered project eligible costs and will be added on to the loan amount.

Program Boundaries: Eligible properties include any commercial property located within the City of Wausau's corporate boundaries.

Application Process: Applications are reviewed on a first-come, first-served basis. An application fee of \$50.00 will be received from the applicant before staff can process the application.



CITY OF WAUSAU COMMERCIAL REHABILITATION LOAN PROGRAM POLICY

Purpose: The Wausau Commercial Rehabilitation Program is a gap financing loan program designed to stimulate façade rehabilitation/redevelopment of commercial real estate within the City of Wausau.

Type of Funding: The program provides low interest loans to be administered by and subject to approval from the Community Development Department. Loans shall be offered as funding is available and on a first-come, first-served basis. Funds shall be maintained and monitored by the Community Development Department. ~~and projects reviewed by the city's Economic Development Committee or Finance Committee depending on timing to move projects along in a timely manner.~~ The Community Development will report to the City's Economic Development Committee semi-annually on loan activity. Rehabilitation projects shall obtain advisory approval for design by the Wausau Historic Landmarks Committee IF the building has historic significance (which will be determined by the Historic Landmarks Committee Chair) and comply with applicable city codes and ordinances.

Financing Terms: Financing assistance shall be made as loans with a 15-year amortization schedule, at 3 or 4% interest rates (depending on loan amount), payments deferred for 1 year, repayable the following 14 years. A mortgage, typically in a subordinated position behind a commercial lender, shall secure the city's interest in the property. A promissory note shall be executed by and between the City and the borrower. Final estimated value of the rehabilitated building shall support all existing debt. Borrower will also provide the City a 15-year Right of Refusal to guarantee the property will not be sold within that timeframe to a non-taxable entity. Security Financing Statements and personal guarantees are also part of the closing documents for the borrower.

Loan terms may be negotiated under special circumstances and approval **by both** the Community Development Department Director and Community Development Department Manager.

Eligible Expenditures/Loan Amounts: Funds are to be used for physical improvements primarily for exterior facades and structural components. In addition, any necessary exterior electrical, ADA required plumbing, HVAC and other exterior upgrades such as paving, signage, or final landscaping. Fees and other project related expenses, such as architectural/engineering costs, title insurance, credit report, attorney and recording fees are considered project eligible costs. Borrower will contribute \$1,000 towards the closing costs and **will can** be added onto the loan amount.

Borrower is required to provide at least 10% of personal funds towards the project and is allowed to work with whichever lending institution they wish. The City can provide gap financing up to a maximum of 30% of the total project costs.

Loan amounts up to \$100,000 will charge an interest rate of 3%. Loan amounts from \$100,001 to \$200,000 will charge an interest rate of 4%. All loans are amortized as discussed above.

Program Boundaries: Eligible properties include any commercial property located within the City of Wausau's corporate boundaries.

Application Process: Applications are reviewed on a first-come, first-served basis. A non-refundable application fee of ~~\$50.00~~ \$100.00 must will be received from the applicant before staff will process the application. Applications must will include proof of property insurance (if already owned), rendering of potential renovations, bids documenting work to be completed and cost of project. If approved, staff will work with the primary lender and may close at the same time as the primary lender or anytime thereafter.