

GENERAL POLICIES GOVERNING LAND USE AND CITY LAND SALES IN WAUSAU WEST BUSINESS AND INDUSTRIAL PARK

Introduction:

Wausau West Business and Industrial Park is recognized as an important asset to the City of Wausau and Marathon County, in general. Its development and improvement have been a long term goal of the City. The private sector employment opportunities that have been created through the City of Wausau's cooperative efforts have benefitted residents throughout the County by:

1. Providing relatively high paying employment opportunities;
2. Improving the overall economic diversity and stability of the area;
- and
3. Increasing the property tax base.

The Economic Development Committee is responsible for planning, development, land sales, expansion, and management of the Business and Industrial Park and to make recommendations concerning these issues to the Common Council. The Economic Development Committee recognizes that land in the Industrial Park is a finite resource that should be utilized to promote significant economic development activities in our community. **To help guide the committee in their review of private sector development proposals, the following policies with respect to land use, land sales, and building development have been adopted by the committee.** Most of these policies represent very basic, flexible guidelines for considering development proposals. As such, the committee retains a good deal of discretionary authority when making its recommendations to the Common Council.

The remainder of this policy document is divided into sections addressing:

- Land Use.
- Land Sales Price and Procedure.
- Deed Restrictions and City Zoning.
- Site Development and Building Expansion Procedures.

VI. Land Use Policies:

1. It shall be the policy of the Economic Development Committee to encourage the development and expansion of manufacturing and related activities in Wausau West Business and Industrial Park that:
 - a. Provide a substantial number of job opportunities;
 - b. Create a substantial addition to the property tax base;
 - c. Need an industrial park-like setting or close proximity to existing industrial park users to grow and prosper;
 - d. Will not create or exacerbate land use conflicts with adjacent or nearby property owners; and

- e. Can help to maintain the existing high quality development standard in the park.
2. Due to land use and traffic conflicts, the Economic Development Committee will discourage the establishment or expansion of residential activities, retail trade uses, and service activities which are not closely related to other uses in the Industrial Park.

II. Land Sales Price and Procedure:

It shall be the policy of the Economic Development Committee to carefully review land purchase requests. The committee will generally meet at least twice to discuss a prospective buyer's request to purchase land in the park — once to review the purchase proposal, ask questions and, if necessary, negotiate certain issues, and a second meeting will be held to continue discussion of the purchase and develop a recommendation for the Common Council. Between meetings, City staff will gather additional information for the Economic Development Committee, and members of the committee can examine the proposed building site and conduct other field or review work as necessary.

The committee recognizes that the private sector often needs a rapid response to their purchase request. To satisfy that need, the committee will cooperate by holding special meetings, if necessary, to review and finalize sales recommendations. All land sales recommendations, including the final deed restrictions and any development agreements, must be acted upon by the Wausau Common Council before the sale is final. The Council generally takes action on these sales at their regular monthly meetings which are held on the second and fourth Tuesday of each month.

To enhance the Economic Development Committee's ability to review a purchase request and minimize the time needed to make a decision, the firm interested in acquiring land in the Industrial Park should work with the Director of the City's Community Development Department and provide the following information in writing:

1. A map or description of the exact location of the property that the firm wishes to purchase.
2. The dimensions of the parcel and the approximate size of the parcel in acres.
3. A description of the type of operations or other activities proposed for the site.
4. The square footage, type of building construction, and approximate value of buildings proposed for the site.
5. A site plan showing building location, proposed access driveways, parking areas, outside storage areas, and general landscaping.

6. The initial number and type of jobs created by the firm.
7. An estimate of the approximate hourly wages to be paid to employees.
8. A brief description of any long term facility and employment expansion goals.
9. An indication of when the firm needs a response from the City on their purchase request.

If possible, the Community Development Department will provide this information to the Economic Development Committee members prior to the committee meeting where discussion will take place. If certain elements of the above information request are proprietary or otherwise sensitive, an oral presentation of these issues should be made at the initial meeting during the closed session negotiations period.

At the time this policy was drafted, most vacant land in Wausau West Business and Industrial Park was selling for \$12,500 per acre. This price is subject to change based upon the City's utility and road construction costs as well as the type, size, and quality of development proposed for a particular site. Generally, the purchase price includes the costs for street surfacing, curb and gutter (if planned) and the sanitary sewer and water service mains installed within the street right-of-way. The purchaser, however, is responsible for service connection lines, tap fees, the cost of sewer and water laterals and related costs. Depending upon the particular property, on-site storm water management may be the responsibility of the site purchaser. **In addition, the purchaser will have to pay all or part of the cost associated with the installation or improvement of telephone, electric, natural gas, and cable television services; the City does not cost-share these improvements.**

The City will not sell Industrial Park land for speculative purposes. The purchaser of land in the Industrial Park is expected to undertake their planned improvements within two years of site acquisition and to diligently pursue completion of the improvements. If the approved development is not undertaken within a specified time period (generally one year), the City may exercise its right to buy the property back from the purchaser at the same price paid by the purchaser plus the cost of mutually agreed upon improvements. The documented cost of site improvements may also be reimbursed by the City. These details and others are negotiated and included in the deed restrictions for the property, in a development agreement between the City and purchaser, or in both documents. These documents will be reviewed and approved by the committee and Common Council before any sales are finalized.

Generally, a firm interested in purchasing land in the Industrial Park will not be sold more property than is needed to satisfy the firm's three to five year building needs. This policy is intended to limit land speculation by Industrial Park land purchasers and to encourage the rapid construction or expansion of industrial facilities. The City also wishes to discourage the establishment of relatively small industrial operations on large tracts of land since vacant property in the Industrial Park is a finite resource. This

management policy is intended to help advance the tax base, income, and employment opportunities objectives established for development of the Industrial Park.

It has been the City's policy to discourage the approval of land purchase options because options have a tendency to tie up Industrial Park property while not generating property tax base or employment opportunities. However, in some cases, the City will grant companies an option to purchase Industrial Park land to meet a firm's short to mid-term expansion needs. Options are generally tailored to meet the specific needs of the individual firm. At the time these policies were drafted, the cost of an option was \$600 per acre per year. Funds collected by the City for optioned land will not be applied to the purchase price of the site. Options are generally granted for a maximum period of two years; however, the option can be renewed. It is the City's policy to avoid granting long term options since the optioned property is then not available to a firm that is interested in building upon the optioned land within the immediate future. If another firm wishes to build upon an optioned parcel, the City may unilaterally choose to terminate the existing option after first notifying the option holder of the City's intent. If the option holder can formally commit that it will establish a facility or undertake a substantial expansion of their operation on the optioned parcel within twelve months of the City's notice of termination, the City may elect not to terminate the option. It is the City's policy to retain sole discretion on the renewal or termination of all options. If the City elects to terminate an option, a prorated option fee will be refunded to the holder of the option.

III. Deed Restrictions and City Zoning:

All properties in Wausau West Business and Industrial Park which are sold by the City are subject to a set of deed restrictions which are recorded as part of the land transfer documents. These restrictions govern a variety of site ownership and development issues, including those related to future lease and/or sale of the property and the review and approval of initial site development plans as well as any building expansion plans. A copy of the model deed restrictions which are recorded as part of land sales in the Industrial Park is attached to this policy document and should be carefully reviewed.

Some Industrial Park sites have been sold through development agreements which identify the City's and purchaser's responsibilities related to the sale and development of the site. The provisions of these agreements are generally in addition to the stipulations contained in the deed restrictions. Any negotiated development agreements must be approved by the Economic Development Committee and the Wausau Common Council prior to final sale of the site.

Most of the property located within Wausau West Business and Industrial Park is also regulated under the City's I-P, Industrial Park District, zoning ordinance. This zoning ordinance establishes basic minimum standards for building setbacks, area landscaping, location of driveways, required number of parking spaces, and other land use elements. A copy of the Industrial Park zoning district ordinance is also attached to this document. The establishment of certain types of land uses in the Industrial Park also requires the approval of a conditional use by the Common Council. This is accomplished following a

public hearing held by the City Plan Commission. This hearing process allows existing companies in the Industrial Park to identify land use and operational problems that might be encountered between them and the firm wishing to locate in the Industrial Park. Generally, there are no problems or the identified concerns can be mitigated and the land sale proceeds as planned. In most cases, the sale of land for an activity that needs conditional use approval is contingent upon approval of the conditional use. Although the Common Council is the final approving authority for both a land sale and a conditional use, there may be cases where the public input on a proposed conditional use convinces the Common Council to deny the establishment of the use in its proposed form. If this occurs, the firm wishing to locate in the Industrial Park will need to either revise its development plan or pursue an alternative location.

Some properties south of Stewart Avenue are governed by a less restrictive M-1, Limited Industrial District, or M-2, General Industrial District, ordinance. The City does not have any property available for sale in the Industrial Park that is located within either of these zoning districts.

IV. Site Development and Building Expansion Procedures:

It has been the policy of the Economic Development Committee to carefully review any proposals for constructing new buildings or additions to existing buildings within the Industrial Park. Authority for this review is clearly established in the deed restrictions which have been placed on the sale of nearly all properties located in Wausau West Business and Industrial Park. Thus, some properties located south of Stewart Avenue, which were developed before 1980, as well as those properties located north of Stewart Avenue, are covered by these deed restrictions. Therefore, any initial site or building development plans and most expansion plans must come before the Economic Development Committee for review and approval.

Generally, the committee is concerned with the impact of the development on neighboring properties, public facilities, and other community priorities such as aesthetics. The committee has established, as a policy, that before the City Inspections Department issues any building permits for new construction or expansion of an existing building, the committee must review and approve the property owner's building plans. The committee will meet, as best they can, to accommodate the needs of property owners proposing building activity. However, property owners must recognize their responsibility under this deed restriction and plan their building activities well enough in advance to accommodate the necessary review and approval by the Economic Development Committee. While the committee does not intend to be an impediment to development in the Industrial Park, it must undertake the necessary review to ensure that development occurs in an orderly, safe, and aesthetic manner. If the proposed improvements are likely to be detrimental to the Industrial Park, the Economic Development Committee will deny the proposal.

Developers of land in the Industrial Park should recognize that, in addition to City review and approval, the Wisconsin Department of Natural Resources has certain authority over

storm water run-off and erosion control requirements, air quality, and toxic materials disposal that must be considered by the developer early in the building construction and/or expansion process.

Some of the building sites in the Industrial Park are located adjacent to a wetland or include some wetland areas. If a site purchaser intends to encroach into these wetlands, this proposal should be made early in the development process to request the needed approvals from the U.S. Army Corps of Engineers and Wisconsin Department of Natural Resources.

V. Development Checklist:

Finally, to further facilitate the development process, a generalized checklist of issues to consider and agencies to contact before, during, and after the development process is also attached to these policies. This checklist is intended to be general in nature and should not be considered all-inclusive. During the course of discussions with some of the review and approval agencies listed on this checklist, additional items may be identified which should be included in the development process.

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STANDARD DEED RESTRICTIONS
FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK

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 NorthWestern 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, prior approval for such storage must be received, in writing, from CITY.

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

15. On or within 60 days of _____, CITY and _____ and/or any grantees and/or successors in interest of _____ shall meet and review plans for unused property on the _____-acre site; and if it is mutually determined that some of the property will not be used for development by _____ and/or the then current owners, that CITY shall have the option to purchase back the unused property at \$ _____ per acre.

16. 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.

17. 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.

18. 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.

19. 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.