

**RESOLUTION NO. 06-33**  
**RESOLUTION ADOPTING POLICIES AND PROCEDURES FOR**  
**SALE OF LAND WITHIN THE INDUSTRIAL PARK**

**WHEREAS**, the Common Council of the City of Rice Lake passed a resolution on September 10, 1985 granting to the Red Cedar Development Corporation the exclusive right to negotiate the sale of land in the City's Industrial Park as agent for the City; and

**WHEREAS**, the Common Council adopted Resolution No. 189 on September 10, 1990, setting forth the conditions recommended by Red Cedar Development (acting as the Industrial Commission) upon buyers of land within the Industrial Park; and

**WHEREAS**, the Common Council deems it in the best interest of the City to amend Resolution No. 189 through the adoption of this resolution.

**NOW, THEREFORE BE IT RESOLVED** as follows:

1. **Red Cedar Development as Agent.** Red Cedar Development Corporation shall have the exclusive right to negotiate the sale of land in the City of Rice Lake's Industrial Park as agent for the city with the final approval of the City Council. In the event the City opts to negotiate its own sale or otherwise affect the use of industrial park property, it shall, first, notify Red Cedar Development of this to ensure coordination of efforts.
2. **Offer to Purchase Requirements.** All prospective purchasers of real estate within the Industrial Park shall submit an Offer to Purchase containing provisions as follows:
  - a. The proposed use must conform to city and state building and zoning codes and restrictions.
  - b.(1) **Technology Park:** For land contained in the Technology Park The selling price shall be \$40,000 per acre. The following credits shall apply to reduce the \$40,000 per acre selling price:
    - (i) For each job maintained by the industry at all of its locations within the corporate limits, a credit of \$3,000; and
    - (ii) For each \$100,000 of assessed valuation at the site, a credit of \$4,000.
  - b.(2) **South Industrial Park and Rice Lake Business Park:** For land contained in the South Industrial Park and Rice Lake Business Park, the selling price shall be \$20,000 per acre. The following credits shall apply to reduce the \$20,000 per acre selling price:
    - (i) For each job maintained by the industry at all of its locations within the corporate limits, a credit of \$3,000; and
    - (ii) For each \$100,000 of assessed valuation at the site, a credit of \$4,000.
  - c. After all credits are applied, the minimum selling price shall be \$8,000 per acre. The credits as set forth herein, and as applied to reduce the sale price of the land, shall be based on the status of the operation of the business three (3) years from date of sale. An audit shall be conducted by buyer and seller on the third anniversary date of sale to determine the final sale price.
  - d. On closing, the buyer shall pay to the City \$8,000 per acre. The difference between \$8,000 per acre and the nominal selling price per acre shall be carried on a promissory note to the City which shall accrue interest at the rate of 0%.
3. **Red Cedar to Recommend Waiver of Policy.** Red Cedar Development Corporation shall have the option to petition the Common Council to waive any or all of the requirements as set forth herein if, in its discretion, it determines that waiver of any or all of the requirements as contained herein are in the best interests of the City. The Common Council shall be the sole judge of any petitioned of contemplated waiver.
4. **Commission.** Red Cedar Development Corporation shall receive \$300 per acre for each acre sold. These funds as received by Red Cedar Development Corporation shall be used to promote the sale of Industrial Park land within the City.
5. **Sewage Requirements.** Sewage shall not exceed the quantity limits and quality standards as set by the City Utility Department.
6. **Air and Water Standards.** Air and water pollution and odors shall be within EPA standards.
7. **Speculation.** Industrial Park land shall not be purchased for speculation. All plant construction shall be started within twelve months from date of purchase. The City and purchaser shall agree, in writing, at the time of sale upon date for completion of construction. In the event a purchaser fails to begin construction within twelve months of the date of sale, or in the alternative, fails to complete


construction pursuant to the written agreement between the City and purchaser, the City shall have the option to repurchase the land at the original price, minus a reasonable cost to restore the land to its original condition. If construction has begun, but has not been completed pursuant to agreement between City and purchaser, then and in that event, the City of Rice Lake shall have the option to repurchase the land at the original sale price, plus the depreciated cost of any improvement made to or on the land by the purchaser, plus any special assessments paid by the purchaser which relate to such lands.

8. **Repurchase of Land.** In the event a purchaser desires to sell, within 10 years of purchase from the City, any portion of the land which is not being used in connection with the business of the purchaser, or which the purchaser desires to sell separate and distinct from any sale of its primary business, such real estate shall first be offered for sale to the City of Rice Lake, and the City shall have the option of repurchasing such land at its original sale price, plus the depreciated cost of any improvements made to or on the land by the purchaser, plus a special assessment paid by the purchaser which relate to such lands.
9. **Time Limits on City's Option.** The City shall have forty-five (45) days after the expiration of twelve (12) months, or notice of intent to sell by the purchaser, to exercise the options set forth herein unless an extension of time may be mutually agreed upon and set forth in writing. Acceptance or rejection of any option set forth herein shall be by resolution adopted by the Common Council. If any option were exercised, conveyance to the city shall be by warranty deed, free and clear of all liens or encumbrances created by act or default of purchaser.
10. **Restrictions on Successors.** If the City chooses not to exercise its option as set forth herein, then the purchaser may sell such lands to any person, firm or corporation; provided, however, that any such purchaser shall comply with all the provisions relating to sale of Industrial Park land, and as are set forth herein, with the exception of those relating to payment to the City and credits against the same.
11. **WORDS AND PHRASES DEFINED.** In this resolution the following words and phrases have the designated meanings unless a different meaning is expressly provided or the context clearly indicates a different meaning:
  - a. **Audit.** Audit means the act of examining business records, financial accounts or any other information of the business necessary to determine the final selling price as set forth herein above.
  - b. **Jobs.** Jobs are defined as local, year round jobs of indefinite term. Jobs shall be computed on full time equivalency basis equal to one job for every 2080 hours of employment per year.
  - c. **Plant Construction.** Plant construction means the erection of any building or structure that is built or erected on the land for its permanent benefit only.
  - d. **Speculation.** Speculation means to buy or sell land within the Industrial Park hoping to take advantage of an expected rise or fall in price; or, to take part in any business venture or enterprise on the chance of making a profit.
  - e. **Status.** Status means the current financial condition of the industry or purchaser, especially in job creation and assessed valuation, to determine credits towards the sale price of either \$20,000 (applicable to the Rice Lake Business Park and South Industrial Park) or \$40,000 per acre (applicable to the Technology Park).

ADOPTED this 10th day of October, 2006.

  
Larry J. Jarvela, Mayor

ATTEST:

  
Kathleen V. Morse, MMC/GMTW/WCPC  
City Clerk-Treasurer