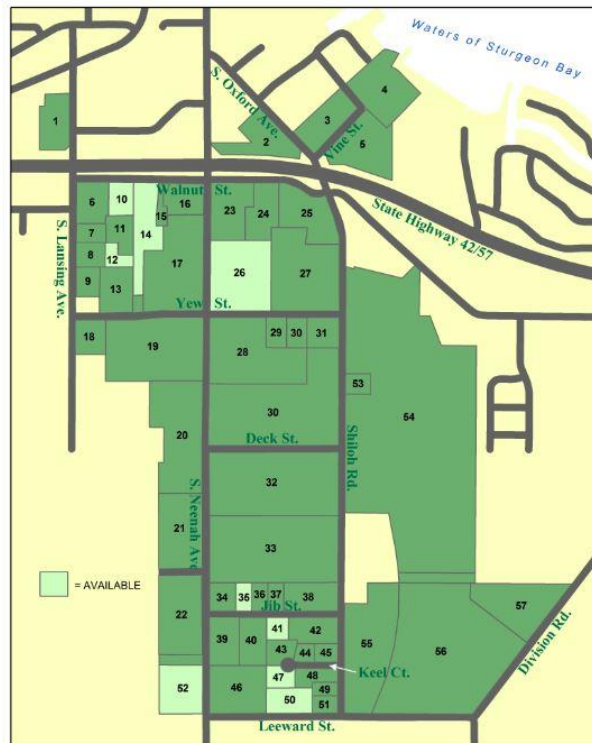




# STURGEON BAY INDUSTRIAL PARK

## Land Acquisition Manual



### For More Information, Contact:

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# **Sturgeon Bay Industrial Park**

## **Land Acquisition Manual**

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10. Industrial Park Zoning Information	see separate link*

\* <http://www.doorcountybusiness.com/wp-content/uploads/2014/03/Zoning-Code.pdf>

# **Sturgeon Bay Industrial Park**

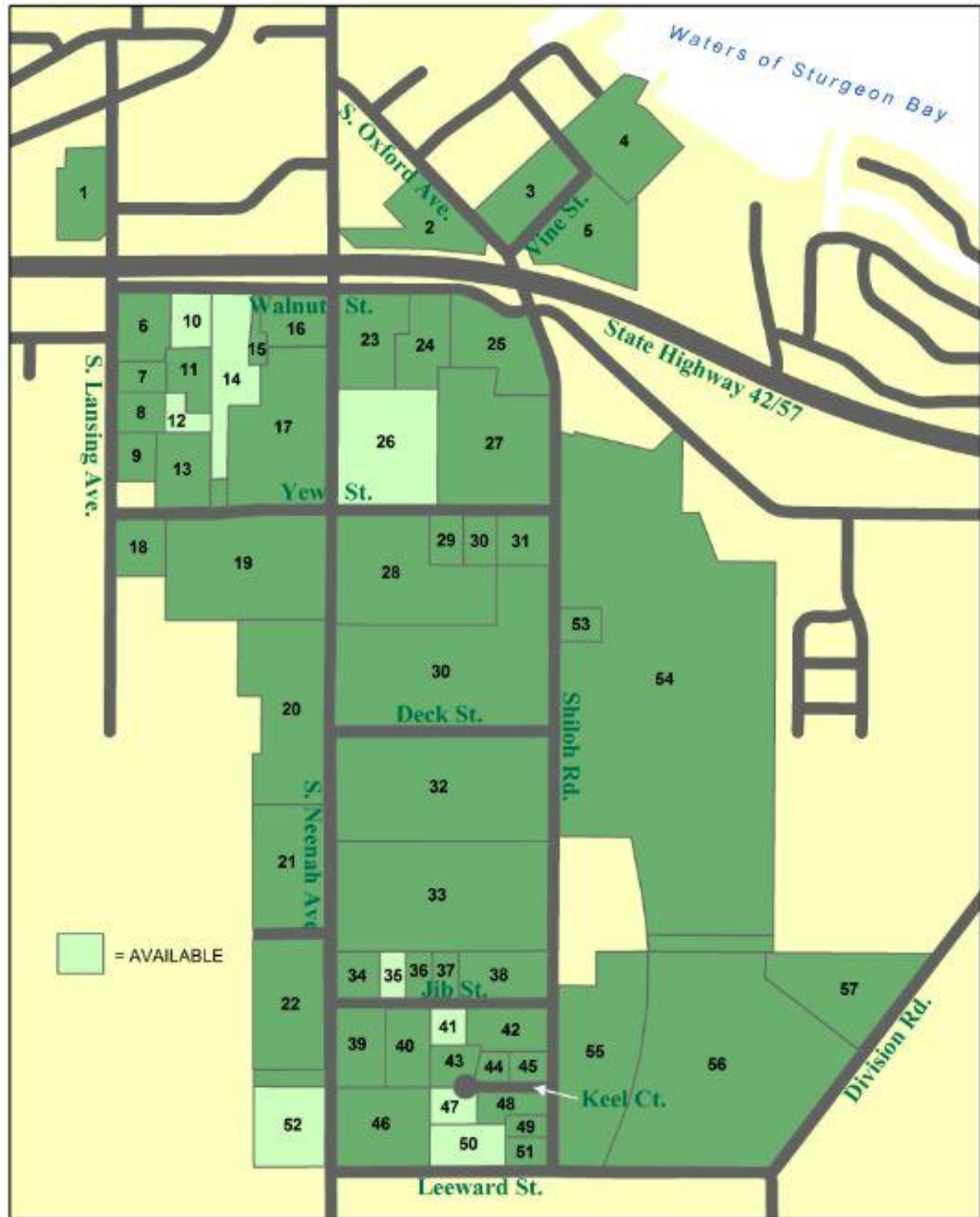
## **Industrial Park Features:**

- Located on southwest side of the City of Sturgeon Bay, adjacent to four-lane divided highway, STH 42/57;
- Over 380 acres, with approximately 43 acres available, with development sites ranging from  $\frac{3}{4}$ -acre to 15 acres in size;
- Protective covenants and design standards in place to ensure attractive environment;
- The Park is home to over 50 businesses and 1,500 jobs.

## **Land Pricing and Incentives**

- City owned industrial property is priced at \$30,000 per acre less price reduction incentive credits that are calculated and awarded three years after closing date. Incentives are based on the number of jobs created and real estate improvements completed on the subject property.
- The City offers incentive financing on the purchase of industrial park land. Sales are subject to the following terms: \$10,000 per acre down payment, 3-year term, 0% interest.
- Incentive credits are earned by the owner during the 3-year finance term and are subtracted from the purchase price balance due the City. The incentive formulas include:
  - \*Jobs creation credits of \$4,000/job for each new full time equivalent (FTE) position that pays at least \$15.00/hour, exclusive of benefits.
  - \*Real Estate Investment Credit of \$4,000 for each \$100,000 in real estate improvements.
- Other available City Incentives include low-interest Revolving Loan Funds.

# Sturgeon Bay Industrial Park Map



# Sturgeon Bay Industrial Park

## Land Owners

1. Midwest Wire
2. Quarterdeck Marina (storage)
3. Sturgeon Bay Utilities/Fire Station
4. Sturgeon Bay Wastewater Treatment Facility
5. Quarterdeck Marina (storage)
6. Portside Builders, Inc.
7. Eagle Mechanical
8. YMCA Child Care Center
9. FLS Banners
10. Port & Starboard, LLC – AVAILABLE
11. Port & Starboard, LLC
12. Working Capital, LLC – AVAILABLE
13. Just In Time, Inc
14. Centerfield Properties, LLC – AVAILABLE
15. Centerfield Properties, LLC
16. Hi-Tec Fabrication
17. N.E.W. Industries, Inc.
18. Sunshine House, Inc.
19. Marine Travelift, Inc.
20. Therma-Tron-X, Inc.
21. Therma-Tron-X (Expansion Land)
22. Cadence, Inc.
23. Exactech, Inc.
24. Wulf Brothers
25. Door County Business Development Center
26. Lift Industries, LLC - AVAILABLE
27. Cochart Tire
28. C & S Manufacturing Corp
29. Peninsula Creations
30. Hatco Corp
31. S & R Truck Center
32. Future Industrial Park Property
33. Future Industrial Park Property
34. Viking Electric
35. City of Sturgeon Bay – AVAILABLE
36. Sturgeon Bay Cold Storage, LLC
37. Warner-Wexel, LLC
38. Master Tool Company, Inc.
39. Pro Products, Inc.
40. Pro Products (Expansion Land)
41. City of Sturgeon Bay – AVAILABLE
42. HTF, Inc.
43. Linen Press
44. Key Industrial Plastics, Inc.
45. Bay Electric Systems
46. WireTech Fabricators, Inc.
47. City of Sturgeon Bay – AVAILABLE
48. Murrock's Lawn Maintenance
49. Door County Overhead Door
50. City of Sturgeon Bay – AVAILABLE
51. Hill Building Maintenance
52. City of Sturgeon Bay – AVAILABLE
53. Shiloh Road, LLC
54. Bissen Asphalt/Sturgeon Bay Sand & Gravel
55. Lakeshore Waste Systems, Inc.
56. City of Sturgeon Bay (Compost Site)
57. Advanced Disposal Services

## Sturgeon Bay Industrial Park

### Lot Size and Pricing

LOT # ON MAP	LOT DIMENSIONS LINEAR FEET	LOT SIZE IN ACRES	MINIMUM BUILDING SIZE IN SQUARE FEET	LIST PRICE PER LOT IN U.S. DOLLARS*
10	243' X 329'	1.84	N/A	**
12	Irregular	1.09	N/A	**
14	Irregular	5.10	N/A	**
26	593' X 693'	9.30	N/A	**
35	157' X 280'	1.01	4,000	30,300
41	215' X 222'	1.09	4,100	32,700
47	Irregular	1.23	4,600	36,900
50	450' X 250'	2.58	11,300	77,400
52	478' X 425'	4.68	22,600	140,400

\* Before Incentives. Incentives are based on the number of jobs created and the amount of private investment to improve property. Minimum sale price could equal \$10,000 per acre.

\*\* These lots are privately owned and marketed. Contact owner for prices.

# **Sturgeon Bay Industrial Park**

## **Land Purchase Procedures**

1. **Preliminary Information**

Door County Economic Development Corporation (DCEDC) will meet with prospective buyers and provide information on available sites, zoning and development restrictions, land costs, Industrial Park Site Acquisition Incentive Program, and other business finance and incentive programs.
2. **Zoning Issues**

If there are any concerns or questions regarding allowable uses or zoning restrictions, DCEDC will facilitate a meeting with the City Zoning Administrator to address these matters.
3. **Project Definition**

Buyer will provide a brief written description of project including proposed uses, size of building(s), possible future expansions, lot size requirements, preliminary site plan, current and future job estimates, and rough private financial investment estimates.
4. **Invitation to Purchase Property**

Upon review of project information, DCEDC will invite the prospective buyer to submit an offer to purchase for a specific parcel of property for an agreed price.
5. **Offer to Purchase**

City Attorney prepares offer to purchase using current standard real estate forms for vacant land transactions. Offer includes provisions required by City Development Policies.
6. **City Approval**

DCEDC will facilitate review and approval of offer to purchase. Offer is reviewed by City Attorney, City Administrator and other appropriate City officials. Offer is presented to City Finance Committee which makes recommendation for approval to City Council. All review and approvals are done in confidence and closed session.
7. **Development Agreement**

City Attorney prepares draft Development Agreement which commits both parties to perform their part of the project. Final draft is executed by both parties. The buyer will also be required to sign an agreement to reimburse the City for its costs for legal services to prepare the offer to purchase, to create the development Agreement and to close the transaction. A standard transaction is estimated to cost about \$500.
8. **Closing**

DCEDC will work with the City Attorney and Buyer to close the transaction. Title conveyance will be deferred until the buyer files a building permit application with the City.
9. **Business Incentives**

At the end of the 3 year City Finance term, DCEDC will contact the Buyer to collect written verification of job creation and property investment. DCEDC will calculate earned incentives and communicate this information with the City Treasurer who will close out the incentive finance loan and, if applicable, invoice the Buyer for any outstanding balance due the City.

## **Sturgeon Bay Industrial Park**

### **Offer to Purchase Requirements**

Prospective buyers will work with the city's marketing agent (Door County Economic Development Corporation) to submit a complete offer to purchase package for industrial park land sale approval. Required material and information includes the following:

- a. Standard Vacant Land Offer to Purchase Real Estate Form including required appendices to insure compliance with City Development Policies.
- b. Written statement by buyer describing proposed use of property, projected job creation, and the number, size and estimated value of proposed buildings and improvements.
- c. Site plan map showing proposed buildings and improvements and possible future expansions.
- d. Earnest Money Check in the amount of \$3,000 per acre of subject property. The down payment balance of \$7,000 per acre will be due at closing.
- e. Written statement by appropriate City Officials and DCEDC that Offer to Purchase is in compliance with City Development Policies, Zoning and other City Ordinances.
- f. Signed Agreement by Buyer to reimburse the City for its costs for legal services to prepare the offer to purchase, create the development Agreement and to close the transaction. A standard transaction is estimated to cost about \$500.

An Offer to Purchase will be considered by the City Finance, Purchasing and Building Committee and upon recommendation of the Committee acted on by the Common Council.



# **Sturgeon Bay Industrial Park**

## **Minimum City Development Policies**

### **1. Land Pricing**

City owned industrial property is priced at \$30,000 per acre less price reduction incentive credits to be awarded at the end of three years based on the number of jobs created and real estate improvements completed on the subject property. A minimum payment of \$10,000 per acre will be collected by the City at the sale closing with the balance to be financed by the City at 0 % interest for a term of 3 years. At the end of the 3-year term the incentive credits earned will be calculated in accordance with the incentive policies stated below and the resulting purchase price balance will be collected by the City.

### **2. Minimum Building Size**

Buyer shall construct an industrial/commercial building meeting the requirements of applicable building codes having a minimum size of the greater of 4,000 square feet or 15% of the buildable area of the subject parcel, within 18 months of closing.

Enforcement Policy - This requirement shall survive the closing of this transaction as a covenant affecting the property and may be enforced by seller or its assignee. No buildings shall be constructed upon the subject parcel unless plans and permits call for construction of the building as required herein, except with the express written approval by seller or its assignee.

### **3. Incentives**

The City offers incentive financing on the purchase of industrial park land. Sales are subject to the following terms: \$10,000 per acre down payment, 3-year term, 0% interest.

Incentive credits listed below can be earned by the owner during the 3-year finance term and are subtracted from the purchase price balance due the City.

- a. Jobs credits of \$4,000/job for each new full time equivalent (FTE) job that pays at least \$15.00/hour, exclusive of benefits.
- b. Real Estate Investment Credit of \$4,000 for each \$100,000 in real estate improvements.

Enforcement Policy - The buyer shall produce for the City's inspection and examination any and all records, which relate to this Agreement and the claim for incentive credits.

### **4. Repurchase Option**

Buyers are required to sign a repurchase option at closing giving the City the option to repurchase the subject parcel if buyer does not complete construction of a facility within 18 months of closing.

Enforcement Policy - DCEDC will monitor buyer's performance schedule and notify the City of any non-compliance.

**5. Purchase Option**

If a buyer is not ready to commit to begin construction in the time limits required by the City an option may be granted upon the property. The option period would be six months for a fee of \$1,000.00 per acre. Buyer shall also pay all legal fees incurred by the City in preparing such option. The option fee shall be applied to the purchase of the property or, if not purchased, retained by the City.

Enforcement Policy - DCEDC will monitor option schedule and notify the City of buyer's intentions to exercise the option.

**7. Land Title Conveyance**

The actual conveyance of the property title on land sales approved by the City Council will be deferred until the prospective owner files application for a building permit for improvements on the subject property; however the deferral shall not exceed six months from the date of approval at which time the sale is null and void. Title will be conveyed within 10 business days of receipt of the building permit application. The prospective property owner and/or its agents and representatives are granted unrestricted access to the property for site planning and building design purposes during the period after sale approval and before actual title conveyance.

**8. Offer to Purchase**

Prospective buyers shall work with the cities marketing agent (DCEDC) to submit a complete offer to purchase package for industrial park land sale approval. Required material and information includes the following:

- a. Standard Vacant Land Offer to Purchase Real Estate Form including required appendices to insure compliance with City Development Policies
- b. Written statement by buyer describing proposed use of property, projected job creation, and the number, size and estimated value of proposed buildings and improvements.
- c. Site plan map showing proposed buildings and improvements and possible future expansions
- d. Earnest Money Check in the amount of \$3,000 per acre of subject property. The down payment balance of \$7,000 per acre will be due at closing.
- e. Written statement by appropriate City Officials and DCEDC that Offer to Purchase is in compliance with City Development Policies, Zoning and other City Ordinances.

An Offer to Purchase will be considered by the City Finance, Purchasing and Building Committee and upon recommendation of the Committee acted on by the Common Council.

Approved 1-19-99  
Revised: 6-5-01  
Revised: Sept. 07, Oct. 15

# **Sturgeon Bay Industrial Park**

## **Model Language: Repurchase Option**

Agreement made and concluded this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between the CITY OF STURGEON BAY, hereafter referred to as CITY, and \_\_\_\_\_, hereafter referred to as OPTIONOR, for the purpose of defining the terms of a Repurchase Agreement affecting a parcel of real estate.

### RECITALS:

WHEREAS, the CITY is selling parcels of real estate presently owned by the CITY at a favorable price for the purpose of promoting industrial development in the CITY OF STURGEON BAY and obtaining related economic benefits for the local area including creation of jobs, increasing the tax base of the CITY OF STURGEON, and enlarging the market for other industries and businesses in the area, and

WHEREAS, OPTIONOR is purchasing a parcel of real estate from the CITY described in Exhibit "A" hereto, for industrial development at a favorable price with the present intention of building an industrial facility to operate in the local area, and

WHEREAS, the CITY desires to limit the potential for speculative use of the above-described parcel of real estate, and

WHEREAS, OPTIONOR is willing to provide this OPTION TO REPURCHASE to the CITY for the above-stated reason.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH OF THE PARTIES HERETO, IT IS COVENANTED AND AGREED BY AND BETWEEN THE CITY AND OPTIONOR AS FOLLOWS:

1. OPTIONOR hereby grants and conveys this OPTION TO REPURCHASE to the CITY OF STURGEON BAY on the following terms and conditions.

a. In the event that OPTIONOR's present intention to build an industrial facility to operate in the local area changes and OPTIONOR wishes to dispose of the real estate described in Exhibit "A", OPTIONOR shall notify the CITY in writing by certified mail with return receipt of OPTIONOR's which to dispose of the above-described real estate. Upon receipt of said notice from OPTIONOR, the CITY shall have 30 consecutive calendar days to exercise the option granted herein to repurchase the above-described parcel of real estate at the price paid by OPTIONOR to the CITY; this option shall be deemed to have been exercised when the CITY responds to Optionor within said 30-day period with a letter declaring the CITY's intent to exercise the option granted herein. Thereafter, the CITY shall tender said purchase price in full within 30 days of the providing of the notice of exercising option and OPTIONOR agrees to provide to the CITY a properly executed Warranty Deed describing the above-described parcel of real estate upon tender of said purchase price. OPTIONOR agrees and represents that said conveyance by OPTIONOR shall be free and clear of all liens and encumbrances and OPTIONOR further agrees and represents to be responsible for delinquent and prorated real estate taxes, and special assessments and other special charges levied and of record against the above-described parcel of real estate at the time of the Warranty Deed conveyance by OPTIONOR. If necessary, the CITY may deduct said real estate taxes, special assessments, and special charges from the purchase price tendered for the Warranty Deed. In the event that the CITY does not respond to OPTIONOR's initial notice of his wish to dispose of the above-described parcel of real estate within 30 consecutive calendar days, or if the CITY does not tender the purchase price within 30

consecutive calendar days after the CITY's notice of intent to exercise its option rights herein, with appropriate modifications as described above, then this OPTION TO REPURCHASE shall be automatically null, void, and of no further legal effect without further action by either party. City of Sturgeon Bay Industrial Park Information

b. In the event that OPTIONOR has not physically commenced construction of an industrial facility to operate in the local area within twelve (12) months of the execution of this OPTION TO REPURCHASE, then the CITY may at any time thereafter provide written notice to OPTIONOR by certified mail with return receipt of its intent to exercise the option granted herein to repurchase the above-described parcel of real estate at the price paid by OPTIONOR to the CITY. The CITY shall tender said purchase price, less any adjustments for delinquent and prorated real estate taxes, special assessments, and special charges levied and of record from said purchase price within 30 days and OPTIONOR agrees to provide to the CITY a Warranty Deed for the above described parcel of real estate. OPTIONOR agrees and represents that said conveyance by OPTIONOR shall be free and clear of all liens and encumbrances at the time of the delivery of said Warranty Deed.

2. In the event that OPTIONOR does not complete construction of an industrial facility on the above-described parcel of real estate within eighteen (18) months from the date of issuance of the original building permit issued to OPTIONOR, then the CITY may exercise this OPTION TO REPURCHASE in accordance with the terms and procedures described in Paragraph 1b above. For the purposes of this OPTION TO REPURCHASE, completion of construction occurs with the issuance of the occupancy permit by the City Assessor's office. In the event that construction is completed as described above, then this OPTION TO REPURCHASE shall be automatically and permanently null, void, and of no further legal effect without further action by either party.