

AGENDA FOR PLAN COMMISSION

Monday, March 4, 2024, at 5:00 PM

**IN THE COUNCIL CHAMBERS OF THE ABBOTSFORD CITY HALL
203 NORTH FIRST STREET, ABBOTSFORD WI**

All items listed will be brought before the Abbotsford Plan Commission for discussion and possible approval.

1. Public Hearing-re: Conditional Use Permit for First City Storage LLC
2. Call meeting to order.
3. Roll call.
4. Pledge of Allegiance
5. Public Comments Pertaining to Agenda
6. Approve/Disapprove Minutes from the Plan Commission Meeting Held January 3, 2024
7. Approve/Disapprove Conditional Use Permit for First City Storage LLC.
8. Approve/Disapprove Vacating Part of Lot 3 of CSM # 5765
9. Approve/Disapprove Certified Survey Map for Northcentral Land Surveying, LLC.
10. Discuss/Recommend Developer's Agreement with First City Storage LLC.
11. Discuss/recommend convening to closed session pursuant to State Statute 19.85 (1) (e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session for the purpose of discussing potential land purchase/purchase price.
12. Convene to open session.
13. Discuss/recommend items if any from closed session.
14. Discuss/Recommend Developer's Agreement with The Milburn Group, LLC
15. Adjournment

Minutes from January 3, 2024, Plan Commission Meeting in the Abbotsford City Hall Council Chambers.

Chairman M. Rachu called the Meeting to Order at 5:15 PM

Roll Call: Mason Rachu, Jim Weix, Paul Erikson, Jim Jakel, Sharon Archambo, Roger Weideman, Robin Beran

Others Present: Administrator Soyk, DPW Stuttgen, Alderman Kevin Flink, Ryan Bargender (Abbotsford School District Administrator, Natalyn & Cole Jannene, Neal Hodgen (Tribune Phonograph)

Pledge of Allegiance – Held

Comments by the Public- None

Approve/Disapprove Minutes from September 6, 2023- Motion to approve by *Weix/ Christensen*. *Unanimous*.

Approve/Disapprove Rezoning Lots 1 & 2 of Certified Survey Map No. 3331 from A-1 Agricultural to R4 Multi-Family Residential- Administrator Soyk stated that this is for the 6 acres of land that Abbotsford Northside Apartments LLC purchased from Harold Christensen Jr. Motion to approve rezoning lots 1 & 2 of certified survey map No. 3331 from A-1, Agricultural to R4, Multi-Family Residential by *Jakel/ Weix*. *Unanimous*.

Discuss/recommend convening to closed session pursuant to State Statute 19.85 (1) (e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session for the purpose of discussing potential land purchase/purchase price.

Motion to convene into closed session by *Weix/ Erickson*.

Roll Call: Mason Rachu, Jim Weix, Paul Erikson, Jim Jakel, Sharon Archambo, Roger Weideman, Robin Beran

Motion to convene into open session by *Weix/ Beran*.

Roll Call: Mason Rachu, Jim Weix, Paul Erikson, Jim Jakel, Sharon Archambo, Roger Weideman, Robin Beran

Discuss/recommend items if any from closed session- Motion to recommend selling 1.5 acres of land of parcel number 201-2802-061-0985 to Natalyn & Cole Jannene for \$1.00 by *Weideman/ Jakel* for the purpose of building storage units with the following conditions:

1. The buyer is responsible for all survey costs and closing costs.
2. A developer's agreement must be approved prior to the sell.

Motion Carried 7-0.

Adjourn- Motion to Adjourn by *Weix/ Erickson*. *The Plan Commission Adjourned at 5:24 PM*.

conditions, or which for these or other reasons may require special safeguards, equipment, processes, barriers, or other forms of protection, including spatial distance, in order to reduce, eliminate, or shield the public from such conditions.

- (b) **Permitted Uses.** No uses are permitted as a matter of right within the I-1 District. All uses within this District are conditional, requiring a public hearing and consideration of specific site factors and impacts on surrounding land uses. All conditional uses must be approved in accordance with the procedures established in Article E.
- (c) **Conditional Uses.** The following are permitted as conditional uses within the I-1 District. Such use shall be subject to the consideration of the Common Council and Plan Commission with regard to such matters as the creation of nuisance conditions for the public or for the users of nearby areas, the creation of traffic hazards, the creation of health hazards, or other factors:
- (1) Manufacturing establishments, usually described as factories, mills or plants, in which raw materials are transformed into finished products, and establishments engaged in assembling component parts of manufactured products. [20, 23-28, 30, 32-39]
 - (2) Other industrial or commercial activities which possess the special problem characteristics described above relating to the creation of hazards or nuisance conditions.
 - (3) The outdoor storage of industrial products, machinery, equipment, or other materials, provided that such storage be enclosed by a suitable fence or other manner of screening. [50, 51]
 - (4) Railroads, including rights-of-way, railroad yards, and structures normally incident to the operation of railroads, including station houses, platforms, and signal towers, but not including warehouses owned by companies other than railroad companies or road terminal companies.
 - (5) Wholesale establishments and warehouses. [50-51]
 - (6) Building construction contractors. [15-17]
 - (7) Highway passenger and motor freight transportation. [41-42]
 - (8) Light Industry and Service Uses.
 - a. Automotive body repair.
 - b. Automotive upholstery.
 - c. Cleaning, pressing, dyeing.
 - d. Commercial bakeries.
 - e. Commercial greenhouses.
 - f. Distributors.
 - g. Food locker plants.
 - h. Printing and publishing.
 - i. Trade and contractor's facilities.
 - j. Offices.
 - k. Painting services.

- l. Retail sales and service facilities such as retail and surplus outlet stores, and restaurants and food service facilities when established in conjunction with a permitted manufacturing or processing facility.
 - m. Recreation vehicle, boat and miscellaneous storage.
- (9) Public Facilities and Uses.
- a. Governmental, cultural and public buildings or uses, such as fire and police stations, community centers, libraries, public emergency shelters, parks, playgrounds and museums.
 - b. Schools and churches.
 - c. Airports, airstrips and landing fields.
- (10) Agriculture Related Industry and Service Uses.
- a. Production of natural and processed cheese.
 - b. Production of shortening, table oils, margarine and other edible fats and oils.
 - c. Production of condensed and evaporated milk.
 - d. Wet milling of corn.
 - e. Production of creamery butter.
 - f. Drying and dehydrating fruits and vegetables.
 - g. Preparation of feeds for animal and fowl.
 - h. Pea vineries.
 - i. Creameries.
 - j. Production of flour and other grain mill products; blending and preparing of flour.
 - k. Fluid milk processing.
 - l. Production of frozen fruits, fruit juices, vegetables and other specialties.
 - m. Fruit and vegetable sauces and seasoning, and salad dressing preparation.
 - n. Poultry and small game dressing and packing providing that all operations be conducted within an enclosed building.
 - o. Production of sausages and other meat products providing that all
 - p. Corn shelling, hay baling and threshing services.
 - q. Grist mill services.
 - r. Horticultural services.
 - s. Canning of fruits, vegetables, preserves, jams and jellies.
 - t. Canning of specialty foods.
 - u. Grain elevators and bulk storage of feed grains.
 - v. Fertilizer production, sales, storage, mixing and blending.
 - w. Sales or maintenance of farm implements and related equipment.
 - x. Animal hospitals, shelters and kennels.
 - y. Veterinarian services.
- (d) **Lot, Yard and Building Requirements.**
- (1) **Lot Frontage.** No minimum.
 - (2) **Lot Area.** Eight thousand (8,000) square feet if sewerred; one (1) acre if not served by public sewer (only if permitted by Common Council).

Conditional Use Permit

Type of Business: Storage Units and Outdoor Storage space

Name of Business: First City Storage LLC

Address of Business: 301 S 11th Street Abbotsford WI 54405

Owner of Business: Cole Jannene

Date Business Opened: 2/7/24

Legal Description and design of area:

Corner of E Linden and S 11th Street
See attached document



Business Owner

City of Abbotsford

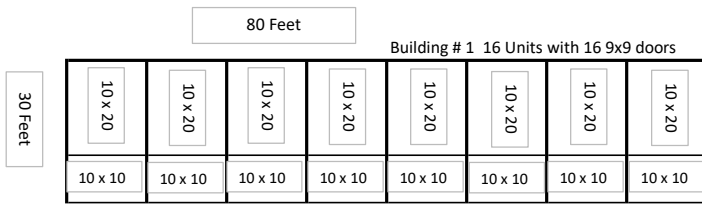
- This permit is only applicable to the above named individual at the above stated address. This permit must be reapplied for if any of the above change.

If you would like to be added to our Business Directory on our City Web Page please include the following:

Email: _____

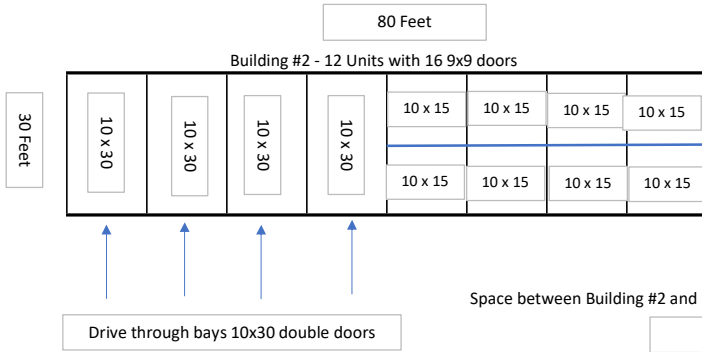
Website address: _____

25' South end setback



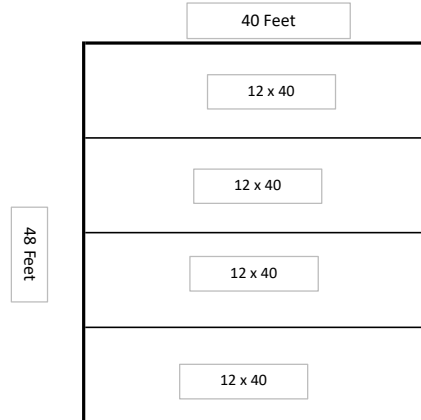
25' East side setback

Space between Building #1 and #2 40'



30' West side setback

Building #3 - 4 Units with 4 11x14 doors



PART OF LOT 3 OF CSM #5765 TO BE VACATED

PART OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 5765, LOCATED IN THE SOUTHWEST QUARTER OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 2 EAST, CITY OF ABBOTSFORD, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE N 89°36'12" E ALONG THE NORTH LINE OF THE FRACTIONAL NORTHEAST QUARTER, 1239.47 FEET; THENCE S 0°25'30" W 1476.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 0°25'30" W 400.01 FEET; THENCE N 89°17'13" W 42.32 FEET; THENCE N 2°06'53" W 400.49 FEET; THENCE S 89°17'13" E 60.07 FEET TO THE POINT OF BEGINNING.



Layer List

Layers

I want to...



WKID: 4326 Lat/Long ▲

Lat: 44.94181° N
Lon: 90.30336° W

Scale 1: 1,661

Go

0 100 200ft

CERTIFIED SURVEY MAP

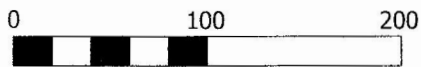
PART OF LOTS 3 & 4 OF CSM #5765, LOCATED IN THE SW1/4 OF THE FRACTIONAL NE1/4 OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 2 EAST, CITY OF ABBOTSFORD, MARATHON COUNTY, WISCONSIN.

NORTHCENTRAL LAND SURVEYING, LLC

163957 OWL RIDGE ROAD, WAUSAU, WISCONSIN 54403
 WEBSITE: www.NorthCentralLandSurveying.com
 PHONE: 715-297-8343
 EMAIL: JasonPflieger@gmail.com
 DRAFTED & DRAWN BY: JASON J. PFLIEGER
 OWNER OF PROPERTY: CITY OF ABBOTSFORD
 SURVEY PREPARED FOR: COLE JANNENE
 DATE OF FIELDWORK: 2/6/2024
 FILE NUMBER: 2024012 JANNENE

PAGE 1 OF 2

NOTE:
 THIS MAP DOES NOT TRANSFER PROPERTY OWNERSHIP.
 SALE OR TRANSFER OF PROPERTY REQUIRES A DEED.



SCALE 1" = 100'

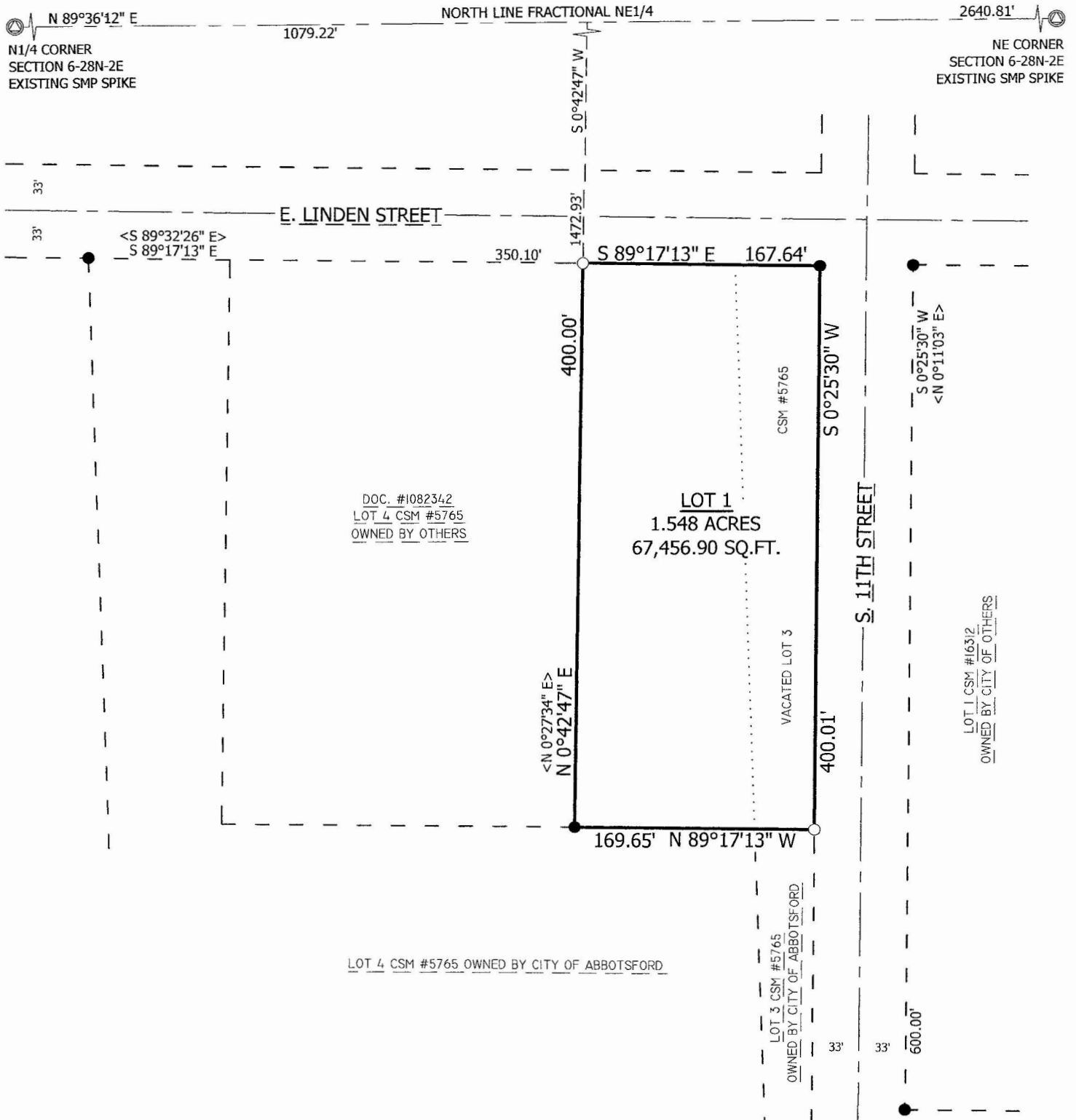


LEGEND

- ⊙ = SECTION CORNER AS NOTED
- = 3/4" X 18" REBAR 1.50lbs/ft SET
- = 3/4" REBAR FOUND
- < > = PREVIOUSLY RECORDED AS

BEARING REFERENCE

BEARINGS REFERENCED TO THE NORTH LINE OF THE FRAC. NE1/4 BEARING N 89°36'12" E PER WCCS (MARATHON COUNTY) NAD83 (2011)



CERTIFIED SURVEY MAP

PART OF LOTS 3 & 4 OF CSM #5765, LOCATED IN THE SW1/4 OF THE FRACTIONAL NE1/4 OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 2 EAST, CITY OF ABBOTSFORD, MARATHON COUNTY, WISCONSIN.

NORTHCENTRAL LAND SURVEYING, LLC
163957 OWL RIDGE ROAD, WAUSAU, WISCONSIN 54403
WEBSITE: www.NorthCentralLandSurveying.com
PHONE: 715-297-8343
EMAIL: JasonPflieger@gmail.com
DRAFTED & DRAWN BY: JASON J. PFLIEGER
OWNER OF PROPERTY: CITY OF ABBOTSFORD
SURVEY PREPARED FOR: COLE JANNENE
DATE OF FIELDWORK: 2/6/2024
FILE NUMBER: 2024012 JANNENE

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SURVEYORS CERTIFICATE

I, JASON J. PFLIEGER, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF COLE JANNENE, I SURVEYED, MAPPED AND DIVIDED PART OF LOT 3 AND PART OF LOT 4 OF CERTIFIED SURVEY MAP NUMBER 5765, LOCATED IN THE SOUTHWEST QUARTER OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 2 EAST, CITY OF ABBOTSFORD, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE N 89°36'12" E ALONG THE NORTH LINE OF THE FRACTIONAL NORTHEAST QUARTER, 1079.22 FEET; THENCE S 0°42'47" W 1472.93 FEET TO THE SOUTH LINE OF E. LINDEN STREET AND TO THE POINT OF BEGINNING; THENCE S 89°17'13" E ALONG THE SOUTH LINE OF E. LINDEN STREET, 167.64 FEET TO THE WEST LINE OF S. 11TH STREET; THENCE S 0°25'30" W ALONG THE WEST LINE OF S. 11TH STREET, 400.01 FEET; THENCE N 89°17'13" W 169.65 FEET; THENCE N 0°42'47" E 400.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD AND USE.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION AND THE CERTIFIED SURVEY MAP THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, MAPPING AND DIVIDING THE LANDS, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE LAND DIVISION ORDINANCE OF THE CITY OF ABBOTSFORD, ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS 7TH DAY OF FEBRUARY, 2024

JASON J. PFLIEGER P.L.S. 3148-8

APPROVED FOR RECORDING UNDER THE TERMS OF THE CITY OF ABBOTSFORD LAND DIVISION REGULATIONS.

BY: _____

DATE: _____

**CONTRACT FOR PRIVATE DEVELOPMENT
BETWEEN THE CITY OF ABBOTSFORD
& FIRST CITY STORAGE LLC.**

This Agreement entered into this ___ day of _____, 2024, by and between the City of Abbotsford, a Wisconsin municipal corporation (“City”) and FIRST CITY STORAGE LLC., a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City has established the Tax Incremental District No. 5 (the “District”) to permit certain costs incurred by the City for the development of the District to be reimbursed from property tax increments; and

WHEREAS, the City is authorized by § 66.1105 of Wisconsin Statutes, as amended from time to time, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the District Project Plan; and

WHEREAS, the City proposes to enter into a private development agreement with the Developer to achieve the objectives of and facilitate the development of the District’s Project Plan; and

WHEREAS, the Developer desires to purchase and develop a parcel of property in the District for business purposes. It is hereinafter referred to as the “Development”, which is the site plan incorporated herein by reference and is described and mapped in attached “Exhibit A.” This property is currently owned by the City. The City is prepared to provide assistance to the Developer in order to bring about development in accordance with this Agreement; and

WHEREAS, the proposed development by the Developer would not occur but for the development assistance being provided by the City under the terms of this Agreement;

NOW THEREFORE, in consideration of the Recitals, mutual promises, obligations, and benefits provided in this Agreement, the City and the Developer agree as follows:

**Section 1.
Findings and Determinations**

The City hereby finds and determines that:

1. The Private Development proposed by the Developer is consistent with the public purposes, plans and objectives respectively set forth in the District Project Plan.
2. A portion of the costs incurred or to be incurred by the City for the implementation of the District Project Plan will act as an inducement for the development by the Developer, and thereby making more likely the District Project Plan objectives and further adhering to the purposes and requirements of Wisconsin Statute § 66.1105.

Section 2.
Representations by the City

The City makes the following representations as the basis for entering into this Contract:

1. The City is a Wisconsin municipal corporation duly organized and existing under the laws of the State of Wisconsin.
2. The Development as proposed by the Developer constitutes a permitted use under the zoning ordinance of the City.
3. The activities of the City for this Development are undertaken and authorized for the purpose defined in Wisconsin Statutes §66.1105.

Section 3.
Representations by FIRST CITY STORAGE LLC

FIRST CITY STORAGE LLC represents and warrants that:

1. The Developer has full authority to execute and perform this agreement.
2. On the Property, the Developer will construct, operate, and maintain its Development in accordance with the terms of this Agreement and all local, state, and federal laws and regulations. The Development Plan is attached and incorporated into this Agreement as “Exhibit B”.
3. Developer is a business entity registered with the Wisconsin Department of Financial Institutions and licensed to conduct business in the State of Wisconsin.

Section 4.
Obligations of the Parties

1. The City shall convey to the Developer a parcel of land located at the intersection of E. Linden Street & 11th Street, with no physical property address assigned, but further described as Part of Lots 3 & 4 of Certified Survey Map #5765. Said CSM is attached and incorporated herein by reference as “Exhibit C”. The land will be conveyed to the Developer at a cost of \$1.00.
2. The Developer agrees to pay all surveying expenses, Certified Survey Map expenses, and closing costs related to this Agreement.
3. A public roadway along the east and north portion of the Developer’s property will also be provided by the City.
4. All structures placed upon the project site shall be constructed in accordance with all applicable local, state, and federal building and zoning laws, and shall be completed no later than December 31, 2024. Construction of this Development shall commence no later than July 1, 2024.

5. The City reserves the right to special assess for any future projects not covered in this Agreement. In the event the Development is not completed as planned by December 31, 2024, the Property, including all improvements, shall revert to the City. In the event of such a reversion, the Developer shall ensure that the Property is free and clear of all encumbrances, including but not limited to mortgages, liens, and delinquent taxes.
6. Notwithstanding the projections of value set forth above, upon full development the property shall be assessed for property tax purposes on a uniform basis with all other property in the City, and the Developer shall pay all applicable property taxes upon the value so assessed.
7. The Developer agrees that the property will not be sold or transferred to an entity which has tax-exempt status.

Section 5. Miscellaneous

1. Developer shall indemnify the City for all amounts of attorney's fees and expenses and expert fees/expenses incurred in enforcing this Agreement.
2. The City shall have all remedies provided by this Agreement, and provided at law or in equity, necessary to cure any default or remedy all actual damages under this Agreement.
3. This Agreement is binding on the successors and assigns of the parties, including but not limited to, any subsequent owner of the Property, any part of the Property, or any real property interest in the Property or any part of the property. If at any time the Property has more than one owner, any Payment for Municipal Services due under this Agreement for any Valuation Year shall be allocated among the owners in proportion to the fair market value of their property interests as of January 1 of the Valuation Year, as determined under section 4 of this Agreement.
4. This Agreement shall continue in full force and effect until such time as Developer's obligations and the City's obligations have been fully satisfied, at which point this Agreement shall terminate and be of no further force or effect. At that time, if this Agreement has been recorded, the parties shall jointly execute and record a release of the Agreement.
5. If any part of this Agreement is determined to be invalid or unenforceable, the rest of the Agreement remains valid and enforceable.
6. No waiver of breach of any provision of this Agreement shall be deemed a continuing waiver of the remainder of this Agreement.
7. The City does not become a partner, employer, principal or agent of or with the Developer. No vested right to develop the Project are granted to Developer by this document; the City does not warrant that Developer is entitled to any City approvals for development as a result of this Agreement.
8. Notice pursuant to this document shall be delivered to the following persons:

City: Josh Soyk, City Administrator

203 N. First Street
Abbotsford, WI 54405

Developer: Cole Jannene for FIRST CITY STORAGE LLC.

- 9. This Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin. The State of Wisconsin has original jurisdiction and legal disputes arising out of this Agreement shall be brought in Clark County Circuit Court.

Section 6.

Effective Date/Conformity

This contract shall be effective immediately upon its passage and approval by the Abbotsford Common Council and execution by FIRST CITY STORAGE LLC

Section 7.

Entire Agreement

There are no other agreements or understandings, either oral or in writing, between the parties affecting this Agreement.

DRAFT

[Acknowledgment page to follow]

DEVELOPER:

By: _____
Cole Jannene for
FIRST CITY STORAGE LLC

Dated: _____

CITY OF ABBOTSFORD:

By: _____
Jim Weix, Mayor

Dated: _____

Attest: _____
Erin Clausnitzer, Clerk

Dated: _____