

Village of Plain

Special Village Board Meeting March 1, 2023

A Special Meeting of the Board of Trustees of the Village of Plain was held at the Plain Municipal Office, located at 510 Main Street, on March 1, 2023 along with the Development & Planning Commission. The meeting was called to order by Village President Ray Ring at 6:30 p.m.

The following members were present: Ray Ring, Village President; Brian Brey; Melissa Marx arrived at 6:56 p.m.; Wade Neubauer; Merry Lynn Riek; Steve Whitford; and, Kelly Yanke, Trustees. Development & Planning Commission citizens in attendance were Steve Frank until 7:15 pm and Caitlin Straka.

Others present: Kevin Visel, Acres Realty; and, John Ruhland, Public Works Director.

Kevin Visel of Acres Realty marketed the business park in the past. His past listing was found by Allied Redi-Mix LLC, which brings us here today to discuss their Offer to Purchase.

Since the original contract with Acres Realty expired a few years ago, the one-time transaction contract with Acres, LLC needs to be addressed first. There are going to be fees associated with this transaction. This business requires three-phase power, it is not at the property and will cost around \$7,000 for Alliant to bring it to the lot. A survey to slice off the acreage they would like to purchase, which can be expedited, will cost \$2,650. The realtor would be \$2,500 per acre. There is a fund for the business park for all these purposes.

The purchase price is \$10,000 per acre. Riek pointed out that the realtor fee is typically 6% of the purchase price for residential. Visel explained that even though the selling price is \$10,000 per acre, the low selling price is to encourage development. The original contract amount was \$5,000 per acre, but Visel is willing to do \$2,500 per acre.

On behalf of the Development & Planning Commission, Brey motioned to recommend to the Village Board to pay \$2,500 per acre for the realtor fee, up to a maximum of \$10,000. Steve Frank seconded. Motion carried.

The intention of land use by the buyer was discussed next. Visel explained that Allied intends to produce concrete, with a steel building around the production area. A second building will be constructed for office space. They are also planning a future third building. The property would be paved in front and behind with another area for storing sand and gravel. It will be tall, but not obtrusive. Whitford talked about a concrete plant in his hometown next to a residential area that had no issues. A crusher would not be allowed. They plan to use excess concrete to make blocks.

The business park roads were built to handle heavy equipment. The dirt pile would need to be moved, which may necessitate doing the intended golf course and park improvements right away. If they purchase the property and do not start construction within six months, the Village has the option to purchase it back as stated in the covenants. The water usage in the covenants is 5,000 gallons per day per acre; four acres would be 20,000 gallons per day.

Covenants are referenced on page five of the Offer to Purchases. The Development & Planning Commission needs to review building plans prior to use, according to the covenants. Exceptions can be made as necessary. There are setbacks in the covenants, but anything could be brought to the Development & Planning Commission for approval.

Neubauer has concerns environmentally with air and noise pollution. The steel building in front of the plant will help with that. They dislike dust and plan to take measures to minimize it. Like all businesses, they have to abide by DNR standards for clean-up. The Development & Planning Commission can recommend accepting the Offer to Purchase or recommend with changes. The business park has an incentive that the purchase price will be returned upon an occupancy permit being issued.

On behalf of the Development & Planning Commission, Marx motioned to approve a counteroffer that states that three-phase power will be provided within 90 days of closing and changing the closing to be within 90 days of a signed offer instead of 45 days to allow more time for plan approvals. Brey seconded. Motion carried.

The Village Board then acted on the Development & Planning Commission's recommendations.

Marx motioned to pay \$2,500 per acre for the realtor fee, up to a maximum of \$10,000. Riek seconded. Motion carried.

Marx motioned to approve a counteroffer that states that three-phase power will be provided within 90 days of closing and changing the closing to be within 90 days of a signed offer instead of 45 days. Brey seconded. Motion carried.

Brey motioned to adjourn at 7:49 p.m. Neubauer seconded. Motion carried.

Sheila Carver,
Administrator/Clerk/Treasurer