



**AGENDA**  
**City of Milton**  
**Virtual Common Council Meeting**  
**Tuesday, January 5, 2021**  
**6:00 PM**

**PLEASE NOTE:** In-person attendance by members of the public is temporarily discouraged due to COVID-19 physical distancing protocols pursuant to the Rock County Health Department Reopening Phased Plan, dated May 21, 2020, which discourages public gatherings. Members of the public may monitor this meeting at: <https://us02web.zoom.us/j/88483722685?pwd=aIVvTEFuVDNXRHRRS0NMQzV1MEkxdz09>

**Any person who is unable to access the meeting via the internet link may call 1(312) 626-6799 to monitor the meeting via telephone.**  
**Meeting ID: 884 8372 2685**  
**Passcode: 155658**

- 1. Call to Order and Confirmation of Appropriate Meeting Notice.**
- 2. Approval of Agenda**
- 3. Pledge of Allegiance**
- 4. Public comments regarding items which can be affected by Council Action**  
Presenters must sign in with the City Clerk in order to speak.
- 5. Approval of Common Council Meeting Minutes - December 17, 2020**

Documents:

[Common Council Minutes 12-17-2020.pdf](#)

- 6. Discussion and Possible Action Regarding an Amendment to the TIF Development Agreement with 401K Properties, LLC.**

Documents:

[Memo - 401K Properties TIF Development Agreement Amendment.pdf](#)  
[TIF Development Agreement - Amendment 1 - 401K Properties - 625 Greenman Street.pdf](#)  
[TLC Restorations TIF Development Agreement, 625 Greenman Street.pdf](#)

- 7. Resolution 2021-01 Appointing an Authorized Representative to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund**

Documents:

[Memo - LSL Replacement Program.pdf](#)  
[Draft LSL Replacement Program Outline 2021.pdf](#)  
[Resolution 2021-01 Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund.pdf](#)

**8. General Items**

**a. Committee Reports**

**b. Staff Reports**

**c. Team Building Exercise.**

**9. Consideration of a motion to convene into Closed Session, pursuant to Section 19.52(1)(e), Wis. Stats. considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: City Hall Reorganization**

**10. Reconvene into open session for possible action(s) on items discussed in closed session.**

**11. Next Meeting ~ January 19, 2021**

**12. Motion to Adjourn**

\*\*Please note that upon reasonable notice, at least 48 hours in advance, efforts will be made to accommodate the needs to disabled individuals through appropriate aids and services. For additional information to request this service, please contact the City Clerk's Office at 868-6900, 710 S. Janesville Street, Milton, WI 53563.

Posted by Inga Cushman, December 31, 2020 Dave's Ace Hardware, Piggly Wiggly, Milton City Hall.

***Common Council Mission Statement: The City of Milton provides quality services to meet the needs of all community members and to cultivate a safe, diverse, and inclusive city in which people are proud to live.***

**City of Milton  
Common Council  
December 17, 2020**

**Call to Order and Confirmation of Appropriate Meeting Notice.**

Mayor Anissa Welch called the December 17, 2020 meeting of the Common Council to order at 6:01 p.m. Administrative Services Director Inga Cushman confirmed appropriate meeting notice.

Present: Mayor Anissa Welch, Ald. Bill Wilson, Ald. Ryan Holbrook, Ald. Theresa Rusch, Ald. Devin Elliott, Ald. Larry Laehn, and Ald. Lynda Clark.

Also Present: City Administrator Al Hulick, City Engineer Mark Langer, Library Director Ashlee Kunkel, City Attorney Mark Schroeder, Police Chief Scott Marquardt, Finance Director / Treasurer Dan Nelson, Public Works Director Howard Robinson, and Administrative Services Director Inga Cushman.

**Approval of Agenda**

Ald. Elliott motioned to approve the agenda. Ald. Holbrook seconded, and the motion carried.

**Pledge of Allegiance**

Mayor Welch led the Council in the Pledge of Allegiance.

**Public comments regarding items which can be affected by Council Action**

Mayor Welch welcomed those in attendance and asked if there was anyone in attendance who wished to speak.

There were none.

**Approval of the Consent Agenda**

- a. **Approval of Common Council Meeting Minutes - December 1, 2020**
- b. **Municipal Court Report - November 2020**
- c. **Discussion and Possible Action Regarding at 1 Lot Certified Survey Map along Putman Parkway**
- d. **Discussion and Possible Action Regarding at 2 Lot Certified Survey Map along County Trunk Highway M and Putman Parkway.**

Ald. Clark motioned to approve the consent agenda. Ald. Holbrook seconded, and the motion carried.

**Discussion and Possible Action Regarding Ordinance #2020-480 Annexation Petition for William R. and Jacqueline F. McNall Revocable Trust and Van Horn Living Trust from the Town of Milton.**

Ald. Laehn motioned to approve the first reading of Ordinance #2020-480, waive the second and third readings, and adopt. Ald. Clark seconded, and the motion carried.

**Discussion and Possible Action Regarding Resolution 2020-35 Amending the TIF 6 Project Plan**

Ald. Clark motioned to approve Resolution 2020-35. Ald. Wilson seconded, and the motion carried.

**Discussion and Possible Action Regarding Resolution 2020-36 Creating TIF 11**

Ald. Laehn motioned to approve Resolution 2020-36. Ald. Wilson seconded, and the motion carried.

**Discussion and Possible Action Regarding a TIF Development Agreement with Clasen Quality Chocolate, Inc.**

Ald. Clark motioned to approve the TIF Development Agreement between the City of Milton and Clasen Quality Chocolates Inc. as presented. Ald. Holbrook seconded, and the motion carried.

**Discussion and Possible Regarding Resolution 2020-34 Authorizing the Execution of Closing Documents and Warranty Deed for the Sale of Land to Clasen Quality Chocolate, Inc.**

Ald. Clark motioned to approve Resolution 2020-34. Ald. Laehn seconded, and the motion carried.

**Discussion and Possible Action Regarding a Permanent Rail Spur Easement Agreement Along Land Located South of Putman Parkway Owned by Belardi Family Investments, LLC.**

Ald. Holbrook motioned to approve the permanent rail spur easement agreement along Putman Parkway on land currently owned by Belardi Family Investments, LLC to be recorded after all contingencies are met regarding land acquisitions of Clasen Quality Chocolates, Inc. Ald. Rusch seconded, and the motion carried.

**Discussion and Possible Action on Resolution 2020-29 Authorizing the Issuance and Sale of \$1,650,000 Taxable General Obligation Promissory Notes**

Ald. Rusch motioned to approve Resolution 2020-29. Ald. Clark seconded, and the motion carried.

**Discussion and Possible Action Regarding a TIF Development Agreement with IHT Investments, LLC.**

Ald. Wilson motioned to approve the TIF Development Agreement with IHT Investments, LLC as presented. Ald. Clark seconded, and the motion carried.

**Discussion, and Possible Action Regarding a Site Plan and Conditional Use Permit for Freedom Graphics Located at 1475 East High Street for an Expansion to Their Existing Facility.**

Ald. Clark motioned to approve the Conditional Use Permit for Freedom Graphics located at 1475 E. High Street as approved by the Plan Commission for an expansion to their existing facility. Ald. Holbrook seconded, and the motion carried.

**Discussion, and Possible Action Regarding a Site Plan and Conditional Use Permit for Storage Wisconsin Located at 1135 South Janesville Street for Outdoor Storage**

Ald. Laehn motioned to approve the Conditional Use Permit for Storage Wisconsin located at 1135 S. Janesville Street for Outdoor Storage as approved by the Plan Commission. Ald. Rusch seconded, and the motion carried with Ald. Elliott abstaining due to a professional interest in the property.

**Discussion and Possible Action Regarding an Amendment to the TIF Development Agreement with Mark and Rhonda Mitchell of Mitchell House Coffee located at 130 Front Street**

Ald. Clark motioned to approve the amendment to the TIF Development Agreement with Mark and Rhonda Mitchell for the project located at 130 Front Street. Ald. Rusch seconded, and the motion carried.

**Discussion and Possible Regarding Resolution 2020-33 Authorizing the Execution of Closing Documents and Warranty Deed for the Sale of Land to Catch The Wave Swim Club Inc.**

Ald. Clark motioned to approve Resolution 2020-33. Ald. Rusch seconded, and the motion carried.

**General Items**

**a. Committee Reports**

Ald. Holbrook provided an update on the Historic Preservation Commission meeting in December.

Ald. Rusch stated TGP hasn't met yet, will the next year, invite people to see the work done on The Gathering Green.

Ald. Clark provided a report on action taken at the Joint Fire Commission meeting.

Director Cushman stated Parks & Recreation Commission and Story Gardens Subcommittee will meet on Monday, December 21.

**b. Staff Reports**

Director Robinson reported on the first snow plow event of the season. He stated 30 snow letters were sent in the last two days to properties that did not clear their sidewalks. The department is receiving an increased number of complaints from community members about sidewalks not being cleared. The Common Council requested the length of time property owners have to clear residential sidewalks be on a future agenda.

Director Nelson stated the Routes to Recovery funds have all been received. He will send a report out to the Council and Department Heads letting them know how the funding was used.

Chief Marquardt thanked Director Nelson for his work on the Routes to Recovery. Pat Conlin, president of the Police Commission, recently moved out of the City of Milton, so

there is a vacancy to fill on the Police Commission. The police department will be working through an internal process to fill Kyle Johnson's position. The department did Shop with a Cop virtually this year with over 20 students from the Milton School District. Director Kunkel stated the southern ramp for Story Gardens was installed the previous week before the snow. The Library Board also approved the department's 3 year strategic plan. Ald. Laehn requested she send the document to the Council to review.

Engineer Langer stated he is working on wrapping up the Capital Improvement Plan to present to Council early in 2021.

**c. Team Building Exercise.**

Mayor Welch led the Council in a team building exercise.

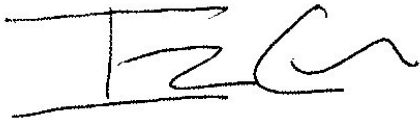
**Next Meeting ~ January 5, 2021**

The next meeting of the Common Council will take place on January 5, 2021 at 6 p.m.

**Motion to Adjourn**

Ald. Clark motioned to adjourn the December 17, 2020 meeting of the Common Council at 7:14 p.m. Ald. Laehn seconded, and the motion carried.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Inga Cushman', written over a horizontal line.

Inga Cushman  
Administrative Services Director



## Common Council Report

**Agenda Item:** Discussion and Possible Action Regarding an Amendment to the TIF Development Agreement with 401K Properties, LLC.  
**Meeting Date:** January 5, 2021  
**Presenter:** Al Hulick, City Administrator  
**Department:** City Administration

**Conformance with Strategic Plan:**

- Affordability & Financial Stability
- Safe, Inclusive, Welcoming Community
- Diverse Opportunities for Fun and Life-Long Learning
- High Performing Organization with Professional Staff
- Environment for Business Success with Thoughtful Growth and Development

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### Summary

401K Properties, LLC has requested an Amendment to their TIF Development Agreement dated May 23, 2019. The original agreement called for completion of the project by December 31, 2019. Because the project was not completed in 2019, the developer has requested the Amendment to extend that completion date to December 31, 2020. The project was completed in 2020.

### Analysis and Key Issues

Per the original TIF Development Agreement, the subject project would be completed by December 31, 2019 and thus reaching its full minimum property tax guarantee on January 1, 2020. Because the project was not completed in 2019, the full valuation was not met by the December 19, 2019 date. Without the requested amendment, the City should invoke its “claw back” provision within the TIF Development Agreement to recoup a pro-rated portion of its TIF Development Incentive. With the extension requested in the Amendment, the new value will be established on January 1, 2021. Although it is still unclear at this time if the minimum value will be met before the assessment is officially established, the extension will provide the full value of the completed project to be considered.

### Fiscal Impact

The requested Amendment to the TIF Development Agreement with 401K Properties, LLC effectively extends the agreement one additional year. Therefore obligating the developer to maintain the minimum property tax guarantee until the original TIF Development Incentive “Loan” of \$60,000 is fulfilled.

### Recommended Motion

The City Administration recommends the Common Council approve a motion to Amend the TIF Development Agreement with 401K Properties, LLC.



**Attachments**

- Amendment to TIF Development Agreement Dated May 23, 2019
- TIF Development Agreement Between the City of Milton and 401K Properties, LLC.



**FIRST AMENDMENT  
TO TIF DEVELOPMENT AGREEMENT DATED MAY 23, 2019**

This First Amendment to TIF Development Agreement dated May 23, 2019 (the “Amendment”), is entered by and between the City of Milton (the “City”) and 401K Properties, LLC (“Developer”).

**RECITALS**

WHEREAS, the City and Developer entered into that certain TIF Development Agreement dated May 23, 2019 (the “TIF Agreement”);

WHEREAS, the property that is the subject of the Agreement, is described as Tax ID #257-11006, located at 625 Greenman Street, in the City of Milton, Wisconsin (“the Property”); and

WHEREAS, the Agreement required Developer to, on or before December 31, 2019, complete the construction of an approximately 7,200 sq. ft. building upon the Property (the “Facility”); and

WHEREAS, the parties acknowledge that the Facility was not completed by December 31, 2019, and therefore desire to amend the Agreement pursuant to the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, it is hereby agreed by and between the City and Developer, that the TIF Agreement is hereby amended as follows:

A. Section I.D. is hereby amended to read as follows:

The **DEVELOPER** plans to construct an approximately 7,200 sq. ft. **FACILITY** upon land owned by the **DEVELOPER** located at 625 Greenman Street, known as the **PROPERTY**, with renovation reaching full completing or cause to be fully completed by the 31<sup>st</sup> day of December, 2020 so that the increased real property valuation and assessment shall be included in the assessment and equalized valuation set on January 1, 2021.

B. Section IV.A.c. is hereby amended to read as follows:

Fully complete or cause to be fully completed the renovation to the **FACILITY** and obtain or cause to obtain a Final Certificate of Occupancy for the **FACILITY**, and the **PROPERTY** from the **CITY**. The **FACILITY** shall be completed no later than noon on December 31, 2020, so that the increased real property valuation and assessment shall be included in the assessment and equalized valuation set on January 1, 2021.

C. Section IV.A.e. is hereby amended to read as follows:

**The DEVELOPER shall use the LOAN solely for the construction of the FACILITY upon the PROPERTY. The amount paid to the City on an annual basis, shall be referred to herein as the "Property Break-Even Amount". Beginning in tax year 2021 (payable in 2022), and for each year thereafter until the TOTAL AGGREGATE DEVELOPER REPAYMENT OBLIGATION (\$60,000.00) is satisfied in full, the DEVELOPER shall pay to the CITY the higher of:**

- i. the actual real property taxes for the **PROPERTY** net of any State of Wisconsin property tax credits for that year; *or*
- ii. a combination of: (1) such real property taxes for the **PROPERTY** actually levied and paid, net of any State of Wisconsin property tax credits, and (2) such additional sums of monies ("**tax equivalent payments**"), which together in the aggregate amount to not less than \$6,000.00 over the base year property tax.

D. Except as set forth in paragraphs A. through C. above, all provisions of the Agreement shall remain in full force and effect.

This First Amendment to TIF Development Agreement dated May 23, 2019, is hereby accepted.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**401K Properties, LLC**

By: \_\_\_\_\_  
Robert Rippberger, Member

**STATE OF WISCONSIN**  
  ) ss.  
**COUNTY OF ROCK**  )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named Robert Rippberger to me known to be the persons who executed the foregoing instrument and acknowledged the same in the aforesaid capacities.

\_\_\_\_\_  
Notary Public, Rock County, Wisconsin  
My commission expires:\_\_\_\_\_

This First Amendment to TIF Development Agreement dated May 19, 2019, is hereby accepted pursuant to Resolution of the Common Council of the City of Milton the \_\_\_\_\_ day of January, 2021.

**CITY OF MILTON**

By: \_\_\_\_\_  
Anissa Welch, Mayor

Attest:

By: \_\_\_\_\_  
City Clerk

**STATE OF WISCONSIN)**

) ss.

**COUNTY OF ROCK )**

Personally came before me this \_\_\_\_\_ day of January, 2021, the above-named Anissa Welch and \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the aforesaid capacities.

\_\_\_\_\_  
Notary Public, Rock County, Wisconsin  
My commission expires: \_\_\_\_\_

TIF DEVELOPMENT AGREEMENT  
FOR A BUILDING PROJECT  
LOCATED IN MILTON TIF *dx*  
DISTRICT NO. 10



8 0 0 1 3 1 0  
Tx:4001016

Document Number

Note: use black ink; print or type legibly.

OUTLETS 219, 220, 221 AND PART OF OUTLOTS 222 AND 223 OF THE  
ASSESSOR'S PLAT OF THE VILLAGE OF MILTON, ALL BEING LOCATED IN THE  
SE ¼ OF THE SE ¼ OF SECTION 27, T.4N, R13E. OF THE 4<sup>TH</sup> P.M. NOW THE CITY  
OF MILTON, ROCK COUNTY, WISCONSIN.

**2128112**  
SANDY DISRUD  
REGISTER OF DEEDS  
ROCK COUNTY, WI  
RECORDED ON  
**05/29/2019 08:07 AM**  
REC FEE: 30.00  
PAGES: 9

Recording Area 9

Name and Return Address

Attorney Mark A. Schroeder  
CONSIGNY LAW FIRM, S.C.  
303 East Court Street  
Janesville, WI 53545

257-110006  
Parcel Identification Number

This document was drafted by:  
Attorney Mark A. Schroeder  
CONSIGNY LAW FIRM, S.C.  
303 East Court Street  
Janesville, WI 53545

Revised 3/26/19



TIF DEVELOPMENT AGREEMENT FOR

A BUILDING PROJECT LOCATED IN MILTON  
TIF DISTRICT NO. 10

FOR DEVELOPMENT PURPOSES

BY AND BETWEEN

CITY OF MILTON

"THE CITY"

AND

"401K PROPERTIES, LLC"

(The "AGREEMENT")

## **TIF 10 DEVELOPMENT AGREEMENT**

### **I. PARTIES**

A. The **CITY OF MILTON** is a Wisconsin Municipal Corporation located in the County of Rock, conducting its principal business at 710 S. Janesville St., Milton, WI 53563 ("**CITY**"),

B. **401K PROPERTIES, LLC** is a Wisconsin Corporation doing business at 635 Greenman Street, in the City of Milton, County of Rock, State of Wisconsin, (hereinafter the "**DEVELOPER**") and is the **DEVELOPER** of certain real property described below.

C. The **DEVELOPER** shall be and hereby is the beneficiary and recipient of the proceeds from a certain **LOAN**, described below that evinces and secures the indebtedness of the **DEVELOPER** to the **CITY** for the **LOAN**.

D. The **DEVELOPER** plans to construct an approximately 7,200 sq. ft. **FACILITY** upon land owned by the **DEVELOPER** located at 625 Greenman Street, known as the **PROPERTY**, with construction reaching full completion no later than the 31<sup>st</sup> day of December 2019 so that the increased real property valuation and assessment shall be included in the assessment and equalized valuation set on January 1, 2020.

E. To these legitimate and beneficial ends and purposes, the **CITY** is able to lend to, and the **DEVELOPER** shall borrow from and repay in full to the **CITY** in the amounts, and times set forth herein, the **INCENTIVE** principal sum of \$60,000, known as the development incentive "**LOAN.**" The **DEVELOPER** shall use the **LOAN** solely for the construction of the **FACILITY** upon the **PROPERTY**.

F. As part of the consideration for the **CITY's LOAN**, the **DEVELOPER** promises to and shall create, achieve, and successfully provide and maintain the **FACILITY** upon the **PROPERTY** as set forth and required below in this *Agreement*.

### **II. DESCRIPTION OF THE PROPERTY**

A. The **PROPERTY** is located at 625 Greenman Street, in the City of Milton, County of Rock, State of Wisconsin 53563 (Tax Parcel ID# 257-110006), and is contained within the City of Milton Tax Increment Financing District No. 10. The **PROPERTY** consists of approximately 0.36 acres of land owned by the **DEVELOPER**. The **PROPERTY** is graphically depicted as "Lot 1" on the attached **EXHIBIT A**.

B. The **PROPERTY** has a real property assessed tax value of \$23,600 and the existing real property tax bill in the amount of \$550.83 shall be referred to herein as the **BASE YEAR PROPERTY TAX**.

### **III. PURPOSE OF AGREEMENT**

A. The described **PROPERTY** is located in City of Milton T.I.F. District No. 10 and is intended to be used by the **DEVELOPER** as part of an overall development project in the City of Milton. The **DEVELOPER** shall construct an approximately 7,200 sq. ft. **FACILITY**. The **LOAN, FACILITY** construction, and job creation are each intended and anticipated to provide, foster, and encourage additional employment in the **CITY**; enhance the health, welfare, and benefit

of the **CITY**; and add significantly to the economic, tax, and industrial base of the **CITY** and to this part of Milton.

B. To these legitimate ends and purposes, the **DEVELOPER** is hereby entering into this *Agreement* with the **CITY** in order to construct the **FACILITY**, and to develop said **PROPERTY** consistent with such overall and particular **CITY** plans and in such manner as shall produce revenues to the **CITY** through increased assessed and equalized value of real property, tax increments, tax payments, other, and/or "tax equivalent" payments sufficient and required under this *Agreement* to repay to the **CITY** the **LOAN** and certain **CITY** T.I.F. expenditures and related costs and expenses within T.I.F. District No. 10. Said arrangement is to the **CITY's** as well as to the **DEVELOPER's** benefit, as the T.I.F. taxation mechanism, terms of this *Agreement*, and related business factors evince.

C. By approving and entering into this *Agreement*, the governing body of the **CITY** finds the *Agreement*, **LOAN**, and project are each in the best interest and benefit of the **CITY** and of benefit to the community.

D. The **DEVELOPER** acknowledges that the **CITY** is only able to reimburse certain development costs upon the **PROPERTY** through the T.I.F. District No. 10 Project Plan, pursuant to applicable Wisconsin laws and statutes, which enable the **CITY** to receive and utilize specially designated and directed future real property tax revenues from the **PROPERTY** as generated by **DEVELOPER's FACILITY** thereon which increases the overall equalized value of T.I.F. District No. 10. Further, by law, the **CITY** must use such increased incremental tax revenues generated by such development project(s) and **ADDITION(s)** located within T.I.F. District No. 10 to repay its T.I.F. District development, related costs, and expenses. But for each party's payments, promises, and agreements herein, and representations herein and otherwise, neither party would enter into this *Agreement*. Each party relied and relies upon such representations, promises, and agreements of the other party.

## I. THE AGREEMENT

A. In consideration of the **CITY'S** performance of the **CITY'S** promises and obligations set forth in paragraphs IV. B. and E., the **DEVELOPER** shall:

- a. Prior to the start of any construction, foundation work, or installation of any structure or other improvement upon the **PROPERTY**, seek and obtain approval from the City Site Plan Review Coordinator and City Plan Commission of the Site Plan, Conditional Use Permit and exterior appearance of every structure, improvement, and implementation proposed by the **DEVELOPER** upon and/or for the **FACILITY** and **PROPERTY**.
- b. Prior to the start of any site preparation work for the **FACILITY** or upon the **PROPERTY**, seek and obtain soil erosion and sediment control permits from the Wisconsin Department of Natural Resources
- c. Fully complete or cause to be fully completed the 7,200 sq. ft. **FACILITY** and obtain or cause to obtain a Final Certificate of Occupancy for the **FACILITY**, and the **PROPERTY** from the **CITY**. The **FACILITY** shall be completed no later than noon on December 31, 2019, so that the increased real property valuation and assessment shall be included in the assessment and equalized valuation set on January 1, 2020.
- d. Arrange, solely at **DEVELOPER's** cost, for the installation, connection, and lateral extension of water, sewer, storm drainage, natural gas and underground electrical utilities from the Gateway Drive right-of-way to the **FACILITY**.
- e. The **DEVELOPER** shall use the **LOAN** solely for the construction of the **FACILITY** upon the **PROPERTY**. The amount paid to the City on an annual basis, shall be referred to herein as the "**Property Break-Even Amount**". Beginning in tax year 2020 (payable in 2021), and for each year thereafter until the **TOTAL AGGREGATE DEVELOPER**

**REPAYMENT OBLIGATION** (\$60,000.00) is satisfied in full, the **DEVELOPER** shall pay to the **CITY** the **higher** of:

- i. the actual real property taxes for the **PROPERTY** net of any State of Wisconsin property tax credits for that year; *or*
  - ii. a combination of: (1) such real property taxes for the **PROPERTY** actually levied and paid, net of any State of Wisconsin property tax credits, and (2) such additional sums of monies (“**tax equivalent payments**”), which together in the aggregate amount to not less than \$6,000.00 over the base year property tax.
- f. In the event that the **DEVELOPER**, in any and all years, is required to make a **tax equivalent payment** under the terms of this subsection, said **tax equivalent payment** shall be due and payable to the **CITY**, and the **DEVELOPER** agrees and shall make such payment, at the same time that the real property taxes for the **PROPERTY** become due and payable for each applicable property tax year. [Example: If a **tax equivalent payment** is owed for 2020, the **tax equivalent payment** shall be made when real property taxes for the **PROPERTY** are paid in 2021.] The purpose for such payments, and the intent and goal of this subsection, is to guarantee that the **CITY** fully recovers its proportionate share of T.I.F. District No. 10 expenditures from the **DEVELOPER** within the recovery time period provided by law, regardless of the actual assessed or other value of the **PROPERTY** or real property tax mill rate after the construction of the **FACILITY**.
- g. For all future real estate expansions that either stand alone or are an expansion of an existing **FACILITY** upon the **PROPERTY** within TIF No. 10, the **DEVELOPER** agrees to and shall fully comply with each and every of the **CITY**'s Zoning Code.

B. In consideration of the **DEVELOPER**'s performance of the **DEVELOPER**'s promises and obligations set forth in paragraph IV. A. herein, the **CITY** shall:

- a. The **CITY**'S **LOAN** proceeds as described in Section I. E. above shall be paid to the **DEVELOPER** once all building plans have been approved and building permits have been issued.

C. No part, portion, or whole of the **FACILITY** or **PROPERTY**, during the life of T.I.F. District No. 10, may, by the **DEVELOPER**, or anyone else, be sold, conveyed, transferred, leased, subleased, or in any other manner whatsoever alienated, assigned, or encumbered to any person, firm, corporation, partnership, association, joint or other venture, or other entity of whatsoever kind or nature, who/which would not be legally or otherwise required to pay, or who would not, could not, or does not pay in full the property taxes and/or guaranteed minimum payments agreed to be paid pursuant to this *Agreement*. Until the **TOTAL AGGREGATE DEVELOPER REPAYMENT OBLIGATION** (\$60,000.00) is satisfied in full, no sale, conveyance, or encumbrance of the **PROPERTY** or **FACILITY** may occur without the prior written approval of the **CITY**. Notwithstanding the foregoing, the **DEVELOPER** shall have the right to mortgage the **PROPERTY** with a first priority lien, to the lender of its choice, to secure a construction loan for the project provided for herein as well as any subsequent refinancing thereof without first obtaining the written approval of the **CITY**.

D. The **DEVELOPER**'s performance under this *Agreement* is subject to and contingent upon the **DEVELOPER** obtaining all of the following prior to payment of the **LOAN** proceeds:

- a. All required approvals, including signage and exterior appearance, by all governmental agencies necessary for the design and construction of the **FACILITY** on terms and conditions satisfactory to the **DEVELOPER**.
- b. Commitments for construction financing and permanent project financing for the **FACILITY** upon terms and conditions satisfactory to the **DEVELOPER**.

E. The **CITY**'s obligation to perform under this *Agreement* is contingent upon the **CITY**'s receipt of any and all waivers and satisfactions of contingencies required of the **DEVELOPER** under this *Agreement*.



## II. OTHER PROVISIONS

A. Time is of the essence as to the performance of this *Agreement* and each obligation herein. In the event that the **CITY** is delayed for any reason in performing any of its promises as set forth in this *Agreement*, all dates shall be extended for a reasonable period not to exceed thirty (30) days.

B. The **CITY** warrants and represents that the Common Council for the City of Milton has lawfully authorized this transaction and has otherwise authorized the City Administrator to take such steps, enter into negotiations, and draft, prepare, execute, file and/or record this and related agreements, documents, forms and other papers as the City Administrator may, from time to time, determine necessary and/or desirable to consummate and/or effectuate the transaction(s) set forth in, and intent and purposes of, this *Agreement*.

C. The **DEVELOPER** acknowledges the **CITY** has informed the **DEVELOPER** of Wisconsin Statutes ss. 66.1105 (6c), as from time to time amended or renumbered, which requires any for-profit entity that operates within a TIF district for which the City has incurred TIF costs, to notify the Department of Workforce Development and the local private industry council of any position to be filled for a period of one year from the payment of such project costs.

D. The word "**obtain**" as it appears throughout this *Agreement* as it pertains to required performances by the **DEVELOPER** means that the **DEVELOPER** shall:

- a. Seek to acquire such approval or permission as is required in this *Agreement* and that granting such authority or permission is discretionary and not mandatory on the part of the **CITY** or any of its boards, commissions, bodies, or officials;
- b. Receive such discretionary authority or permission as necessary prior to any further obligation on the part of the **CITY**.

E. The **PARTIES** make no warranties or representations except as expressly set forth herein.

F. The **CITY** agrees to execute and deliver such other documents as counsel for the **DEVELOPER** may reasonably request to consummate the transaction contemplated herein. This *Agreement* (which the parties agree shall also act as the promissory note) constitutes the entire *Agreement* between the parties and no modification shall be binding unless amended and agreed to in writing and signed by the affected parties. In the event of a conflict between the language contained in this *Agreement* and the language contained in any other document, this *Agreement* shall control.

G. The **DEVELOPER**, by signing below acknowledges having read, fully understanding, and having personally received a copy of this *Agreement*.

H. This *Agreement* shall remain in full force and effect until such time as Milton T.I.F. District No. 10. is terminated and dissolved *or* when each and every of the obligations of the **DEVELOPER** has been fully satisfied and discharged, whichever shall occur last.

I. All rights and remedies in this *Agreement* for each party are cumulative and in addition to any and all others in law and equity.

J. Any notice which is required in connection with this *Agreement* shall be mailed, certified mail with return receipt requested, or delivered by nationally recognized overnight carrier, or hand delivered, if to the **CITY**:

Al Hulick, City Administrator  
City of Milton  
710 S. Janesville St.  
Milton, WI 53563

If to the **DEVELOPER**:

401K Properties  
635 Greenman Street  
Milton, WI 53563

The person or place of notice may be changed from time to time by any party notifying the other in writing duly served of the change.

K. This *Agreement* survives any and all dates set forth above, runs with the land, may be recorded by the **CITY**, and shall be binding upon and inure to the benefit of the **DEVELOPER** and each and every of the **DEVELOPER's** conveyees, purchasers, assigns, lessees, sub-lessees, transferees, mortgagees, and successors of whatsoever kind or nature.

L. This Agreement is subject to, governed by, and shall be interpreted, construed, and applied in accord with, the Laws of the State of Wisconsin, with Rock County as the proper venue. Any provision set forth herein shall, to the extent permitted by law, take precedence and govern notwithstanding anything set forth in this subsection to the contrary.

M. The performance obligations of **DEVELOPER** as described in paragraph IV. A. will be secured by a first mortgage to **CITY** from **DEVELOPER**. **CITY** will subordinate its mortgage upon request of **DEVELOPER** to any loan **DEVELOPER** may need to obtain to undertake the development activities involved on the **PROPERTY**, pursuant to an inter-creditor agreement in a commercially reasonable form. **CITY's** mortgage will be satisfied of record when the obligations of **DEVELOPER** as described above are completed and the **FACILITY** is assessed for tax purposes for such improvements.

This offer and *Agreement* are hereby accepted. The warranties and representations made herein survive the closing of this transaction. The undersigned hereby agrees to the terms, contingencies, conditions and obligations set forth above, and acknowledges receipt of a copy of this *Agreement*.

Offered, agreed to, and entered into this 21 day of May, 2019.

**401K Properties, LLC**

BY: [Signature]  
 Robert Rippberger, Member

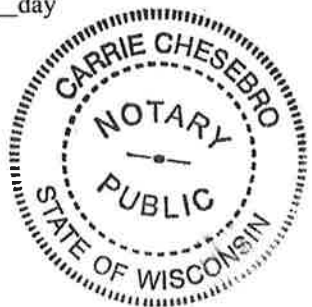
State of Wisconsin )  
 ) ss  
 Rock County )

Subscribed to before me personally by Robert Rippberger, in his capacity as a member of 401K Properties, LLC., to me known to be the person who signed above this 21 day of May, 2019.

Carrie Chesebro  
 Notary Public

Rock County, Wisconsin


My commission August 19, 2021



This offer and *Agreement* are hereby accepted. The warranties and representations made herein survive the closing of this transaction. The undersigned hereby agree to the terms, contingencies, conditions, and obligations set forth, *supra*, and acknowledge receipt of a copy of this *Agreement*. This 23 day of May, 2019.

**CITY OF MILTON**

BY:

  
\_\_\_\_\_  
Al Hulick  
City Administrator


ATTEST:

  
\_\_\_\_\_  
Leanne Schroeder  
City Clerk

State of Wisconsin     )  
                                  ) ss  
Rock County             )

Subscribed to before me personally by Al Hulick,  
City Administrator, and Leanne Schroeder,  
City Clerk, to me known to be the  
same who signed above

this 23 day of May, 2019.

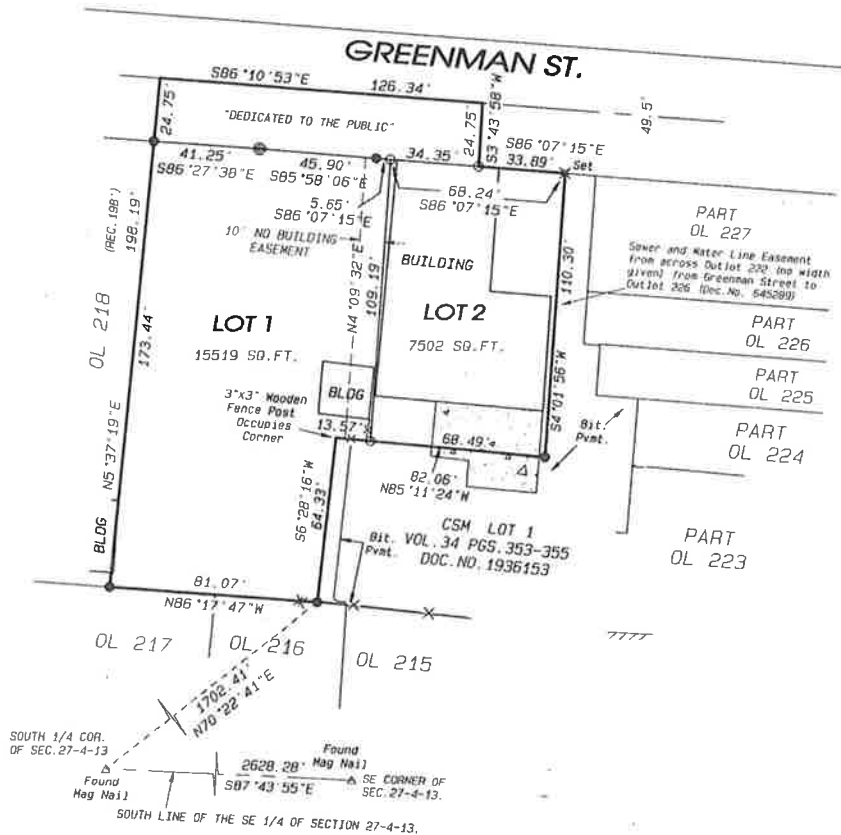
  
\_\_\_\_\_  
Notary Public  
Rock County, Wisconsin  
My commission August 19, 2021



**Exhibit 'A'**  
**Map of the PROPERTY**  
**"Lot 1"**

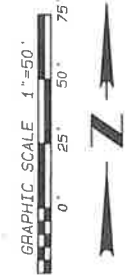
**CERTIFIED SURVEY MAP**

OUTLOTS 219, 220, 221 AND PART OF OUTLOTS 222 AND 223 OF THE ASSESSOR'S PLAT OF THE VILLAGE OF MILTON, ALL BEING LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 27, T.4N., R.13E. OF THE 4TH P.M., NOW THE CITY OF MILTON, ROCK COUNTY, WISCONSIN.



**LEGEND:**

- SET IRON PIN, 3/4" x 24", 1.5 LBS./LIN. FT.
- FOUND IRON PIN
- ⊙ FOUND IRON PIPE
- × DRILL HOLE
- ▲ SET PK NAIL
- X- FENCE



NOTE: FIELD WORK COMPLETED APRIL 9, 2019.  
 NOTE: ASSUMED S87°43'55"E ALONG THE SOUTH LINE OF THE SE 1/4 OF SECTION 27-4-13.  
 NOTE: A SURVEY BY ADAM GRIFFIN DATED FEB. 25, 2003 WAS USED IN RETRACING THE BOUNDARIES OF A PORTION OF THIS SURVEY.

Project No. 117-247  
 For: TLC RESTORATION

SHEET 1 OF 4 SHEETS

**Combs & Associates**

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 N. Milwaukee St.  
 Janesville, WI 53548  
 www.combsurvey.com

tel: 608 752-0575  
 fax: 608 752-0534

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.  
 Authorized by *Mal G. Schwedt*



## Common Council Report

**Agenda Item:** Resolution 2021-01 Appointing an Authorized Representative to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund

**Meeting Date:** January 5<sup>th</sup>, 2021

**Presenter:** Mark Langer

**Department:** Department of Public Works – Water Utility

**Conformance with Strategic Plan:**

- Affordability & Financial Stability
- Safe, Inclusive, Welcoming Community
- Diverse Opportunities for Fun and Life-Long Learning
- High Performing Organization with Professional Staff
- Environment for Business Success with Thoughtful Growth and Development

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### Summary

The Wisconsin Department of Natural Resources (WDNR) has made available 63 million dollars in principal forgiveness funding for Wisconsin Municipalities to replace lead service lines (LSLs) on private property.

### Analysis and Key Issues

Lead service lines were typically installed before 1950. The Milton Water Utility has started creating an inventory of private LSLs within the water system. To date there have been 37 private LSLs documented. Water service lines consist of two components. The public service line (Utility owned) between the water main in the street and the curb shut off. The other component is the private service line between the curb shut off and the building.

Development of the LSL replacement program involves completing an RFQ process for contractors, coordination with WDNR and the local water customers. The first step is completing the application for funding and submitting to WDNR. If funding is approved development of the program will continue.

### Fiscal Impact

Program funding is principle forgiveness for the private LSL. The Utility owned LSL replacement will be required to be funded with Utility funds. The funding request and program development will consider available funding using Milton Water Utility funds.

### Recommended Motion

Approve the Resolution Appointing an Authorized Representative to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund.



**Attachments**

- Resolution 2021-01 Appointing an Authorized Representative to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund
- Draft LSL Replacement Program Outline 2021

## VOLUNTARY LEAD SERVICE REPLACEMENT PROGRAM

<u>Task</u>	<u>Approximate Date</u>	<u>Party Responsible</u>
Resolution	January 5	Utility
Submit Application	January 8	Utility
Submit Environmental Assessment to WDNR	January 22	Utility
Receive notification of funding	February?	WDNR
Publish Request for Qualifications (Contractors) for Private LSL replacement	March 4, 11	Utility
Select qualified Contractors	March 26	Utility
Public information about program <b>(Letter one)</b>	April	Utility
Homeowner contacts Utility with intent to participate in Lead Service Replacement Program and for lead service verification	Ongoing	Homeowner
Utility verifies if service is lead <b>(Letter two)</b>	Ongoing	Utility
Review Environmental Review map to ensure no monitoring is needed	Ongoing	Utility
Provide list of qualified contractors/plumbers to applicant with instructions to obtain one or more quotes. <b>(Letter three)</b>	Ongoing	Utility
Homeowner obtains one or more quotes from contractor/plumber and submits application to Utilities	Ongoing	Homeowner
Homeowner selects contractor/plumber – notifies Utility	Ongoing	Homeowner
Utility contacts Homeowner to authorize work. Sends Homeowner/plumber agreement in which the utility would pay contractor on behalf of homeowner. <b>(Letter four)</b>	Ongoing	Utility
Inspects job to make sure all standards were met	Ongoing	GEC
Receives invoice from contractor	No later than November 19	Contractor
Submits disbursement request to WDNR	No later than December 10	Utility
Pays contractor in Principal Forgiveness funds once amount is received from DNR	Ongoing	Utility
Notes Lead Service Lateral replacement on master utility records/map	Ongoing	Utility

- **NOTE: All records must be kept for annual reporting and or audits.**

**RESOLUTION #2021-01**  
**RESOLUTION APPOINTING AN AUTHORIZED REPRESENTATIVE TO FILE**  
**APPLICATIONS FOR FINANCIAL ASSISTANCE FROM STATE OF WISCONSIN**  
**ENVIRONMENTAL IMPROVEMENT FUND**

WHEREAS, it is the desire of the City of Milton, Wisconsin, a municipal corporation, to file several applications for state financial assistance for its utility facilities under the Wisconsin Environmental Improvement Fund (ss. 281.58, 281.59, 281.60, and 281.61, Wis. Stats.); and

WHEREAS, it is necessary to designate a representative for filing said applications.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Milton that the City Administrator is hereby appointed as the authorized representative for the City of Milton for the purpose of filing these applications, and that the representative is further authorized and empowered to do all things necessary in connection with said applications.

Approved by the Common Council of the City of Milton this \_\_\_ day of \_\_\_\_, 2021.

**CITY OF MILTON**

By:

\_\_\_\_\_  
Anissa Welch, Mayor

Attest:

\_\_\_\_\_  
Inga Cushman, Deputy City Clerk