



AGENDA
City of Milton
Virtual Common Council Meeting
Tuesday, August 18, 2020
6:00 PM

LEASE NOTE: In-person attendance by members of the public temporarily discouraged due to COVID-19 physical distancing protocols pursuant to the Rock County Health Departments 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/89692737086?pwd=aWF4bGd1TEdXQUt3aThsNTcyOGJtdz09>

Any person who is unable to access the meeting via the internet link may call 1(312) 626-6799 and enter to monitor the meeting via telephone.

Meeting ID: 896 9273 7086

Passcode: 556592

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 the Consent Agenda
 - a. Approval of Common Council Meeting Minutes - August 4, 2020
Documents:
[Common Council Minutes 08-04-2020.pdf](#)
 - b. Municipal Court Report - July 2020
Documents:
[Municipal Court Report - July 2020.pdf](#)
6. Discussion and Possible Action on a Commercial Façade Grant Nate's Landscaping and Snow Removal Located at 939 East Storrs Lake Road.
Documents:
[Memo - Nates Landscaping Facade Grant.pdf](#)
[Nates Landscaping Facade Improvement Grant Application.pdf](#)

7. Discussion and Possible Action Regarding Resolution 2020-23 Petitioning the Office of Railroad Commissioner for a Potential Upgrade to the Rail Crossing at Putman Parkway

Documents:

[Memo - Resolution 2020-23 - Putman Parkway Rail Crossing Petition.pdf](#)
[Resolution - Authorization of Petition for Alteration of At-Grade Crossing \(Wisconsin and Southern Railroad\).pdf](#)

8. Discussion and Possible Action Regarding the Granting of a Temporary Grading Easement and a Utility and Stormwater Drainage Easement

Documents:

[Temporary Grading Easement.pdf](#)
[Utility And Stormwater Dainage Easement.pdf](#)

9. Discussion and Action on a request made by Casey's Marketing Company for appointment of a new alcohol license agent

Documents:

[CC Caseys General Store 1992 Appointment of Agent 08-18-20.pdf](#)

10. Presentation, Discussion, and Direction Regarding the Milton Fire Department Structure and Funding Scenarios

Documents:

[Comprehensive Milton Fire Department Funding Allocation options.pdf](#)

11. Discussion and Possible Action on the Development of a 2020-2024 Strategic Plan

12. General Items

- a. Committee Reports**
- b. Staff Reports**
- c. Team Building Exercise.**

13. Next Meetings ~ August 19, 2020 (Joint Town Board / City Council)

14. 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 Leanne Schroeder August 14, 2020 at Dave's Ace Hardware, Piggly Wiggly, Milton City Hall.

Common Council Mission Statement: With integrity and involved citizens, the City of Milton Common Council will strive to preserve a high quality of life, meet the public's needs with cost effective services, and foster a community in which people are proud to live.

**City of Milton
Common Council
August 4, 2020**

Call to Order and Confirmation of Appropriate Meeting Notice.

Mayor Anissa Welch called the August 4, 2020 meeting of the Common Council to order at 6 p.m. Administrative Services Director Inga Cushman confirmed appropriate meeting notice.

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

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

Approval of Agenda

Ald. Wilson motioned to approve the agenda. Ald. Laehn seconded, and the motion carried.

Pledge of Allegiance

Ald. Laehn 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 are any community members who wish to speak. Those in attendance wished to speak when the agenda item is discussed.

Approval of the Consent Agenda

- a. **Approval of Common Council Meeting Minutes - June 21, 2020**
- b. **Approval of Common Council Meeting Minutes - June 28, 2020**

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

Discussion and Possible Action Regarding An Amendment to the TIF Development Agreement with Capital Asset Investments, LLC Assigning the Agreement to Caliber Assets, LLC

Ald. Clark motioned to approve the August 4, 2020 amendment to the TIF Development Agreement dated June 15, 2017. Ald. Holbrook seconded, and the motion carried.

Discussion and Possible Action on Final Resolutions #2020-20 Regarding Assessments for the Sanitary Sewer Main Installation along North Janesville Street

Director Cushman stated she forwarded an email to the Council from Pat Murphy she received earlier today.

Chuck Nelson, 340 N. Janesville Street – Discussed his concerns about the financial aspects of the project.

Lucas Murphy, 362 N. Janesville Street – Discussed his concerns about the financial aspects of the project.

Joshua Brunch, 382 N. Janesville Street – Discussed his concerns about the financial aspects of the project.

Frank Highland, 371 N. Janesville Street – Discussed his concerns about the financial aspects of the project.

Frank Highland spoke on behalf of Donna Moore, 387 N. Janesville Street, and expressed her concerns with the financial aspects of the project.

The Common Council discussed the project and the concerns of the property owners.

Ald. Rusch motioned to approve Public Works Resolution 2020-20 as revised effective August 4, 2020. Ald. Clark seconded, and the motion carried.

Discussion and Possible Action on Rockie's LLC's application for a Class "B" Retail License - Fermented Malt Beverage and a "Class C" Retail License - Wine

Ald. Wilson motioned to approve Rockie's LLC's application for a Class "B" Retail License – Fermented Malt Beverage and a "Class C" Retail License – Wine. Ald. Clark seconded, and the motion carried.

Discussion and Possible Action Regarding 2020 Pavement Preventative Maintenance Bid Award

Ald. Laehn motioned to award the bid for 2020 Pavement Preventative Maintenance to Fahrner Asphalt Sealers, LLC in the amount of \$134,753. Ald. Holbrook seconded, and the motion carried.

Engineer Langer left the meeting at 7:13 p.m.

Discussion and Possible Action Regarding Revisions to Semi Parking Ordinance 2020-478

Ald. Clark motioned to approve the second reading, waive the third reading, and adopt Ordinance 2020-478. Ald. Wilson seconded, and the motion carried.

Discussion and Possible Action on the Development of a 2020-2024 Strategic Plan

Director Cushman led the Council in a discussion on the strengths of the Milton community and organization and the issues and challenges the community and organization will likely face in the next five years.

General Items

a. Committee Reports

There were no committee reports.

b. Staff Reports

Director Kunkel updated the Common Council on plans for the Food Truck Rally on Sunday, August 30, 2020.

Director Cushman stated the City is recruiting for a part-time Tween & Technology Assistant at the library.

c. Team Building Exercise.

There was no additional team building exercise.

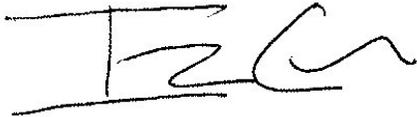
Next Meeting ~ August 18, 2020

The next meeting of the Common Council will take place on August 18, 2020 at 6 p.m.

Motion to Adjourn

Ald. Wilson motioned to adjourn the August 4, 2020 meeting of the Common Council at 8:28 p.m. Ald. Holbrook seconded, and the motion carried.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'I. C.', with a stylized flourish at the end.

Inga Cushman
Administrative Services Director

STATE OF WISCONSIN MUNICIPAL COURT
CASELOAD STATISTICS

July-2020

(NUMBER OF CASES PROCESSED)

Municipal Court of: Milton

County: Rock

Judge: Kristin Koeffler

For The Period Beginning: 07/01/2020 and ending: 07/31/2020

Municipality Code: 257

CASES DISPOSED						
	CONTESTED PARKING	TRAFFIC	OWI/BAC	ADULT NON-TRAFFIC	JUVENILE NON-TRAFFIC	TOTAL CASES PROCESSED
By forfeiture due to Found Guilty, Guilty by Default, or Not Guilty	0	19	0	13	9	41
By Dismissal	0	1	0	0	0	1

CASES TRANSFERRED						
	CONTESTED PARKING	TRAFFIC	OWI/BAC	ADULT NON-TRAFFIC	JUVENILE NON-TRAFFIC	TOTAL CASES PROCESSED
To another Municipal Court	0	0	0	0	0	0
OWI cases to Circuit Court on jury trial request			0			0

Please return this form to:
Office of Judicial Education
110 E. Main Street, Suite 200
Madison, WI 53703
FAX (608) 261-6650

TOTAL: 42

Version 2015



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Rock		County Code Number 53		Report for Month/Year July 2020	
Municipal Name Milton Municipal Court		Municipal Code Number 257		Telephone Number 608-868-6910	
I. MUNICIPAL COURT OFFICIAL		Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)		\$ 1,879.71	\$ 1,879.71		
Adjustment (if applicable)		\$.00	\$.00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)		\$ 1,360.75	\$ 1,190.75		\$ 170.00
Adjustment (if applicable)		\$.00	\$.00		\$.00
3. Penalty Surcharges (s. 757.05, Stats.)		\$ 445.77			\$ 445.77
Adjustment (if applicable)		\$.00			\$.00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)		\$ 263.88		\$ 263.88	
Adjustment (if applicable)		\$.00		\$.00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)		\$ 31.00		\$.00	\$ 31.00
Adjustment (if applicable)		\$.00		\$.00	\$.00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)		\$ 375.40			\$ 375.40
Adjustment (if applicable)		\$.00			\$.00
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)		\$.00			\$.00
Adjustment (if applicable)		\$.00			\$.00
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))		\$.00	\$.00		\$.00
Adjustment (if applicable)		\$.00	\$.00		\$.00
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)		\$.00		\$.00	
Adjustment (if applicable)		\$.00		\$.00	
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s. 813.125, Stats.)		\$.00			\$.00
Adjustment (if applicable)		\$.00			\$.00
11. Safe Ride Program (s. 85.55, Stats.)		\$.00			\$.00
Adjustment (if applicable)		\$.00			\$.00
12. Totals		\$ 4,356.51	\$ 3,070.46	\$ 263.88	Pay This Amount \$ 1,022.17

Continue onto the next page.



Office of the City Administrator

To: Mayor Welch, Common Council Members
From: Al Hulick, City Administrator
Date: August 18, 2020
Subject: Discussion and Possible Action on a Commercial Façade Grant Nate's Landscaping and Snow Removal Located at 939 East Storrs Lake Road.

Summary

Nathan Hrobsky, owner of Nate's Landscaping and Snow Removal, has submitted a Façade Improvement Program Grant Application for his business located at 939 East Storrs Lake Road. Mr. Hrobsky recently purchased this facility. He intends to refinish and repaint the exterior the existing building to an off-white color with dark green trim.

Because this property is located within the M1 Zone District, repainting the existing exterior of the facility does not require Plan Commission to review a Site Plan.

The proposed Grant application indicates a total project cost of \$10,000.00, of which the grant would cover 50% which equates to \$5,000.00. The Grant would be provided on a reimbursable basis, based on the actual cost of improvements once the job is completed. Funding for the grant, as with all Façade Improvement Grants would be provided through TIF (#6).

Recommendation

The City Administration recommends approving the Façade Improvement Grant Application for Nate's Landscaping and Snow Removal located at 939 East Storrs Lake Road based on the actual cost of improvements upon completion.



CITY OF MILTON

**FAÇADE IMPROVEMENT PROGRAM
GRANT APPLICATION**

Applicant Information	
Contact Name <i>Nathan Hrobosky</i>	Contact Address <i>939 E. Storrs Lake Rd.</i>
Business Name <i>Nate's Landscaping and snow Removal</i>	Project Address " "
Day Phone <i>608-580-0656</i>	Alt. Phone <i>608-921-8045</i>
FAX <i>608-868-1551</i>	E-Mail <i>nate.hrobosky@yahoo.com</i>
Type of Organization <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Other: <i>S CORP</i>	Federal ID # <i>270-355-956</i>

Building Owner Information (if different than applicant)	
Owner Name <i>Nate Hrobosky</i>	Owner Address <i>1892 W. Manogue Rd.</i>
Day Phone <i>608-921-8045</i>	Alt. Phone <i>608-208-0324</i>
FAX	E-Mail <i>tonyahrobosky@yahoo.com</i>

NOTE: If grant applicant is not the owner of the building, please attach a letter, signed and dated, from the property owner expressing approval of the project application.

General Project Information	
Proposed Start Date <i>ASAP</i>	Proposed Completion Date <i>3 days after start</i>
Contractor Name, Address & Contact Info <i>S+S Painting 1198 Crestline Dr. Milton Russell Shoemaker - 608-490-0232</i>	Budget Estimates Total Project Estimate: \$ <u><i>10,000</i></u> Façade Grant Request: \$ <u><i>5,000</i></u> Private Funds: \$ _____ Private Loans: \$ _____ Other Funding: \$ _____

Project Description

Describe the overall project and scope of work (attach additional pages if necessary):

sand down existing paint on main building- All sides, roof, and soffit and re-paint entire "old section" of building an off white color with dark green trim and soffit

How does this project meet the goals and objectives as detailed in the Façade Improvement Program Guidelines (attach additional pages if necessary):

this part of the building listed above does not look very good from the curb. This will greatly improve curb appeal and increase property values in area

Please provide the required attachments listed below:

- One (1) copy of drawings / design plans (per Sec. IV.A.1.).
- Contractor proposal (s) (per Sec. IV.A.2.).
- Historical photos of property if available.
- Electronic copy of all documents and application.

Certification: The information provided above is true and accurate to the best of my knowledge and I have read and understand the guidelines of the City of Milton Façade Improvement Program and agree to abide by its conditions. I acknowledge that the Common Council has the right to terminate this agreement under the Façade Improvement Program if I, as the applicant, am found to be in violation of any conditions set forth in the guidelines of the program.

Office Use Only

Date Application Received:	Does applicant have outstanding delinquent taxes or municipal code violations?
Common Council Review Date:	<input type="checkbox"/> Approved w/o conditions <input type="checkbox"/> Approved w/conditions (see attached) <input type="checkbox"/> Denied (reasons below)
Authorized Grant Amount:	Reason for Denial if Applicable:
Common Council Reimbursement Approval Date:	Date Check Issued:



CITY OF MILTON

FAÇADE IMPROVEMENT PROGRAM

PROJECT CLOSE-OUT

By signing below, you verify that all work on this project had been completed to the best of your knowledge and, in your opinion, is acceptable to you and completed in accordance with the requirements of the Façade Improvement Program guidelines and consistent with the nature of this application.

Contractor Signature:	Date:
Applicant Signature: <i>Nate J</i>	Date: <i>8-6-20</i>
Building Owner Signature (if applicable):	Date:
Building Inspector Signature:	Date:
Mayor Signature:	Date:



Office of the City Administrator

To: Mayor Welch, Common Council Members
From: Al Hulick, City Administrator
Date: August 18, 2020
Subject: Discussion and Possible Action Regarding Resolution 2020-23 Authorizing a Petition to the Office of Railroad Commissioner for a Potential Upgrade to the Rail Crossing at Putman Parkway

Summary

The City of Milton is currently investigating the potential to expand rail service to the eastern portion of Crossroads Business Park. The potential rail extension would extend from the existing spur south of STH 59 and potentially head in an easterly direction parallel to Putman Parkway. The exact alignment is not known at this time, but alterations to the existing rail crossing at Putman Parkway may be necessary.

Whenever rail crossings are created or altered, a petition must be filed with the Office of Railroad Commission (ORC). Resolution 2020-23 begins the process of the petition process for the potential alteration of that crossing. The passing of this resolution does not obligate the City to move forward with alterations, but is required by the ORC if the petition process is to move forward. In the event the crossing alterations are not needed or the plans to extend the rail do not move forward, the petition would not be officially filed and no further work would commence.

Recommendation

Therefore, the City Administration recommends the Common Council approve Resolution 2020-23 authorizing the petition to the Office of Railroad Commission for potential alterations at the existing rail crossing located on Putman Parkway.

**RESOLUTION NUMBER 2020 - 23
COMMON COUNCIL OF THE CITY OF MILTON AUTHORIZATION
OF PETITION FOR THE ALTERATION OF AN AT-GRADE CROSSING**

WHEREAS, the City of Milton proposes to alter the at-grade crossing of Putman Parkway, a public street, with the tracks of Wisconsin & Southern Railroad; and

WHEREAS, the alteration crossing is necessary to promote public safety and convenience in facilitating the industrial development of property located to the north of Putman Parkway and which will also mitigate the amount of additional heavy traffic on the nearby city streets and county highway; and

WHEREAS, Section 195.29 Wisconsin Statutes authorizes the Office of the Commissioner of Railroads to determine whether the alteration of the crossing is necessary to promote public safety and convenience, to determine the necessary warning devices for the new crossing, and to apportion all costs for the crossing, including the costs of any automatic warning devices.

NOW, THEREFORE, the Common Council of the City of Milton do hereby resolve:

That the City of Milton staff is hereby directed to take all necessary steps to petition the Office of the Commissioner of Railroads for an investigation and order to approve the alteration of the crossing, to determine the necessary warning devices, and to apportion the costs for the crossing of Putman Parkway with the tracks of Wisconsin & Southern Railroad in the City of Milton, Rock County, Wisconsin.

NOW, THEREFORE, be it further resolved that the City of Milton staff shall comply with Chapter 195, Wisconsin Statutes, and RR 1.025, Wisconsin Administrative Code in the filing of the petition.

Approved by the Common Council of the City of Milton this _____ day of _____, 2020.

CITY OF MILTON

Anissa Welch, Mayor

Attest:

Leanne Schroeder, Clerk

TEMPORARY GRADING EASEMENT

THIS TEMPORARY GRADING EASEMENT (the "Agreement") is made and effective by and between the City of Milton, a Wisconsin municipal corporation ("Grantor"), and JSLB, Inc., a Wisconsin corporation, and its successors and assigns ("Grantee").

WHEREAS, Grantor is the owner of that certain real property located in the City of Milton, Wisconsin, and more particularly described on the attached Exhibit A; and

WHEREAS, Grantee is the owner of that certain real property located in the City of Milton, Wisconsin, which is adjacent to the Grantor Parcel and more particularly described on attached Exhibit B ("Grantee Parcel"); and

WHEREAS, Grantor desires to grant to Grantee, and its successors and assigns, a temporary grading easement ("Grading Easement") for the purposes related to Grantee's construction of self-storage facilities on Grantee's Property pursuant to and in compliance with approvals for said construction issued by Grantor.

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to create the following easement.

1. **Recitals**. The terms and provisions of the recitals set forth above are hereby incorporated by reference into this Agreement.
2. **Grant of Easement**. The Grantor hereby grants to the Grantee, its employees, contractors, agents, invitees, successors and assigns, a Grading Easement for grading purposes in and to the Grantor's Parcel over the areas depicted on attached Exhibit C and as legally described on attached Exhibit D ("the Easement Area").
3. **Use of Easement**. The Grantee, or its agents, contractors, engineers, and employees shall have the right of ingress and egress at or below the ground surface of the Easement Area, including the right to operate any necessary equipment thereon in the Easement Area. All grading performed by Grantee in the Easement Area shall be at Grantee's expense.

Return to and Drafted By:
Attorney Vernon J. Jesse
Murphy Desmond S.C.
P.O. Box 2038
Madison, WI 53701-2038

Tax Parcel No.

The Grantee shall obtain and comply with all permits necessary to perform the work, including, but not limited to, erosion and stormwater permits, and shall hold the Grantor harmless from and for, any enforcement actions brought by any enforcement agency.

The Grantor hereby covenants not to erect any structure upon the Grantor Parcel that would in any way interfere with Grantee's use of said easement. The Grantor retains the full right to the use of the Easement Area subject only to the exercise of the specified rights of the Grantee in the Easement Area.

4. **Commencement and Termination.** This Grading Easement shall commence on the date hereof and shall terminate upon completion of grading and restoration, but no later than August 31, 2021. All work, maintenance, operations and other actions shall be carried out in a workmanlike manner and in compliance with approvals from Grantor for Grantee's construction of improvements.
5. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns and the provisions contained herein shall be covenants running with the land for the benefit of the Grantor, Grantee and their respective heirs, successors and assigns. The parties hereto agree to record an original of this Agreement with the Office of the Register of Deeds for Rock County, Wisconsin.
6. **Severability.** The invalidity of any provision of this Agreement, or of its application to any person or circumstances as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
7. **Indemnification.** Grantee hereby indemnifies Grantor for any claims and/or liability to the extent arising from Grantee's actions on the Grantor Parcel.
8. **Choice of Law.** This Agreement shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A

City of Milton Property

Outlot 1, Brown Heights Third Addition, City of Milton, Rock County, Wisconsin.

EXHIBIT B

Grantee's Property

Lot 61, Brown Heights Third Addition, City of Milton, Rock County, Wisconsin. Excepting therefrom land conveyed for highway purposes in Warranty Deed from Arthur T. Donaldson to the State of Wisconsin, Department of Transportation, dated April 17, 1997, recorded May 12, 1997 as Document No. 1329351.

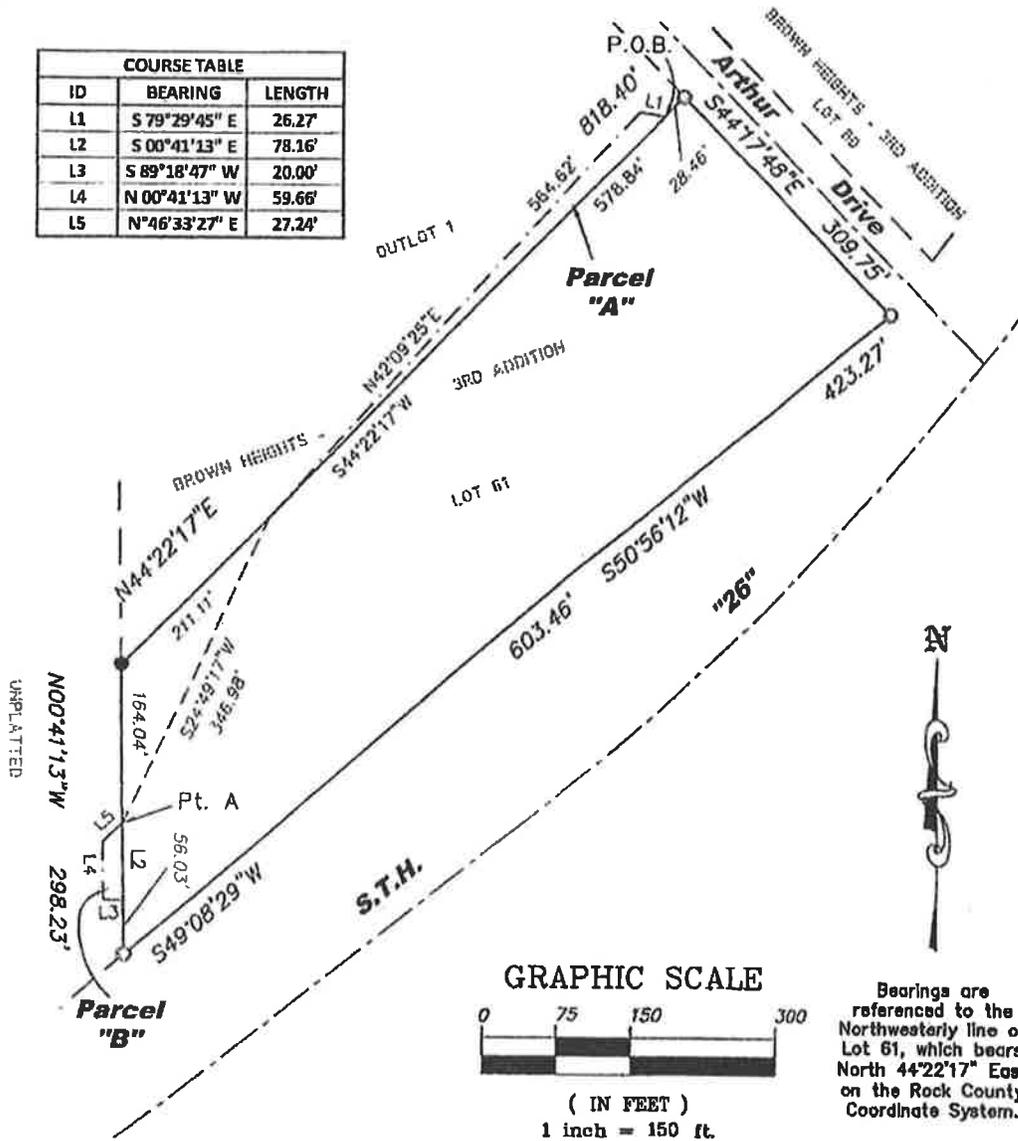
EXHIBIT C

Map Depicting Grading Easement

EXHIBIT C

**A part of the S 1/2 of the SE 1/4, Section 34, T4N., R13E.,
City of Milton, Rock County, Wisconsin**

COURSE TABLE		
ID	BEARING	LENGTH
L1	S 79° 29' 45" E	26.27'
L2	S 00° 41' 13" E	78.16'
L3	S 89° 18' 47" W	20.00'
L4	N 00° 41' 13" W	59.66'
L5	N° 46' 33' 27" E	27.24'



LEGEND

- 3/4" Iron Rebar Found
- 1-1/4" Iron Pipe Found
- Boundary Line
- - - Existing R/W Line
- - - Platted Lot Line
- - - Proposed Easement Limits
- - - Proposed Easement Center Line

NOTES

1. COURSE DATA SHOWN ARE THE LIMITS OF THE TEMPORARY EASEMENTS.
2. SEE EXHIBIT C FOR LEGAL DESCRIPTION.

EASEMENT EXHIBIT - TEMPORARY GRADING

PROJECT NO. LS-04-18 SHEET 3 OF 4
JULY 10, 2020

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants



www.quamengineering.com

4804 Stegkew Road, Suite A - Wafarona, Wisconsin 53598
Phone (608) 836-7760, Fax (608) 638-7752

EXHIBIT D

Temporary Grading Easement Legal Description

Part of the South 1/2 of the Southeast 1/4 of Section 34, Township 4 North, Range 13 East, City of Milton, Rock County, Wisconsin, being a temporary easement for grading purposes, described as follows:

COMMENCING at the Northwest corner of Lot 61, Brown Heights Third Addition, also being a point on the Southerly right-of-way of Arthur Drive; thence, along a line common to said Lot 61 and Outlot 1, South 44°22'17" West, 28.46 feet to the **POINT OF BEGINNING**;

thence, continuing along said line common to Lot 61 and Outlot 1, South 44°22'17" West, 578.84 feet;

thence North 42°09'26" East, 564.62 feet;

thence South 79°29'45" East, 26.27 feet to a point on said line common to Lot 61 and Outlot 1, being a **POINT OF TERMINUS**;

and, **COMMENCING** at **POINT A**, being a point on the Westerly line of said Lot 61, being South 00°41'13" East, 164.04 feet from the Northwesterly corner of said Lot 61;

thence, along said Westerly line, South 00°41'13" East, 78.16 feet;

thence South 89°18'47" West, 20.00 feet;

thence, along a line parallel to said Westerly line, North 00°41'13" West, 59.66 feet;

thence North 46°33'27" East, 27.24 feet to **POINT A**, being a **POINT OF TERMINUS**.

Parcel "A" of said easement containing 6,314 square feet or 0.145 acres, more or less; Parcel "B" of said easement containing 1,378 square feet or 0.032 acres, more or less; both parcels being subject to all matters of record and/or fact.

**UTILITY AND STORMWATER
DRAINAGE EASEMENT**

This Utility and Stormwater Drainage Easement (the “**Easement**”) is made as of the _____ day of August, 2020, by and between City of Milton, a Wisconsin municipal corporation (“**Grantor**”), and JSLB, Inc., a Wisconsin corporation (“**Grantee**”).

WITNESSETH

WHEREAS, Grantor is the fee owner of the real property described in Exhibit “A”, attached hereto and incorporated herein by reference (the “**Grantor Property**”); and

WHEREAS, Grantee is the fee owner of the real property described in Exhibit “B”, attached hereto and incorporated herein by reference (the “**Grantee Property**”); and

WHEREAS, Grantor has agreed to grant to Grantee the easement described herein, subject to the terms, covenants and conditions set forth below.

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Grant of Easements. Grantor hereby grants to Grantee an easement (the “**Drainage Easement**”) for the purpose of constructing, repairing and maintaining a drainage pipe and swale and related improvements (the “**Drainage Facility**”) and a perpetual, non-exclusive easement for the maintenance, repair and replacement of the Drainage Facility after initial construction (the “**Permanent Easement**”), all as required and approved by Grantor. The Drainage Easement is depicted in Exhibit “C” and legally described in Exhibit “D”, attached hereto and incorporated herein by reference.

2. Construction of Facilities. Grantor agrees that Grantee shall construct the Drainage Facility pursuant to the requirements of the approved site plan in the Drainage Easement area on or before August 31, 2021, at Grantee’s sole cost and expense.

Return to and Drafted By:
Attorney Vernon J. Jesse
Murphy Desmond S.C.
P.O. Box 2038
Madison, WI 53701-2038

Tax Parcel No.

3. Maintenance. Grantee shall be responsible for maintenance, repair or replacement (collectively "**Maintenance**") of the Drainage Easement and the Drainage Facility at Grantee's sole cost and expense.

4. No Interference. Grantor agrees that it shall not make any use of the Drainage Easement area which is inconsistent with the purposes of the easement as set forth herein, and that it shall not take any action which shall interfere in any material respect with the purposes of such easement.

5. Access to Easement Area. The easement granted herein shall include the right of Grantee to access the Drainage Easement area over such parts of the Grantor Property as may from time-to-time be available for access to the Drainage Easement area, provided that if Grantee makes use of such right of access, and in the process thereof shall cause any damage to the Grantor Property, Grantee shall promptly after the occurrence of such damage cause the damaged area of the Grantor's Property to be restored and repaired to the condition existing immediately prior to the time the damage occurred at Grantee's sole cost and expense.

6. Termination. The easement herein granted shall only be terminated upon the written agreement of Grantor and Grantee and their respective mortgagees, successors or assigns.

7. Indemnification. Grantee agrees to indemnify and hold Grantor harmless from and against any and all, without limitation by reason of enumeration, costs, expenses, liens, claims, lawsuits, fines, penalties or forfeitures, including reasonable, actual attorney fees relating to the foregoing (collectively "**Claims**"), arising out of or relating to the exercise by Grantee of the easement rights granted herein, including but not limited to the right to perform work on the Grantor Property. Grantor agrees to give Grantee prompt written notice of any such Claim.

8. Miscellaneous. This Easement shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective successors and assigns, and shall be deemed to run with the land. This Easement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

**GRANTOR:
CITY OF MILTON**

By: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

STATE OF WISCONSIN)
) ss.:
COUNTY OF _____)

Personally came before me, this _____ day of August, 2020, the above named _____, of the above named municipal corporation, to me known to be such person(s) and officer(s) who executed the foregoing instrument and acknowledge that they executed the same as such officer(s), by its authority, for the purposes therein contained.

Notary Public, State of Wisconsin
My Commission: _____

Approved as to Form:

Mark Schroder, City Attorney

**GRANTEE:
JSLB, INC.**

By: 
Lawrence W. Schulz, President

STATE OF FLORIDA)
) ss.:
COUNTY OF Collier)

Personally came before me, this 4 day of August, 2020, the above named Lawrence W. Schulz, President, of the above named corporation, to me known to be such person(s) and officer(s) who executed the foregoing instrument and acknowledge that he executed the same as such officer(s), by its authority, for the purposes therein contained.

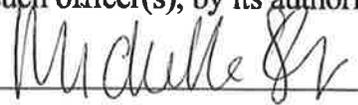

Notary Public, State of Florida
My Commission: GG981109



EXHIBIT A

OUTLOT 1

Outlot 1, Brown Heights Third Addition, City of Milton, Rock County, Wisconsin.

EXHIBIT B

JSLB PROPERTY

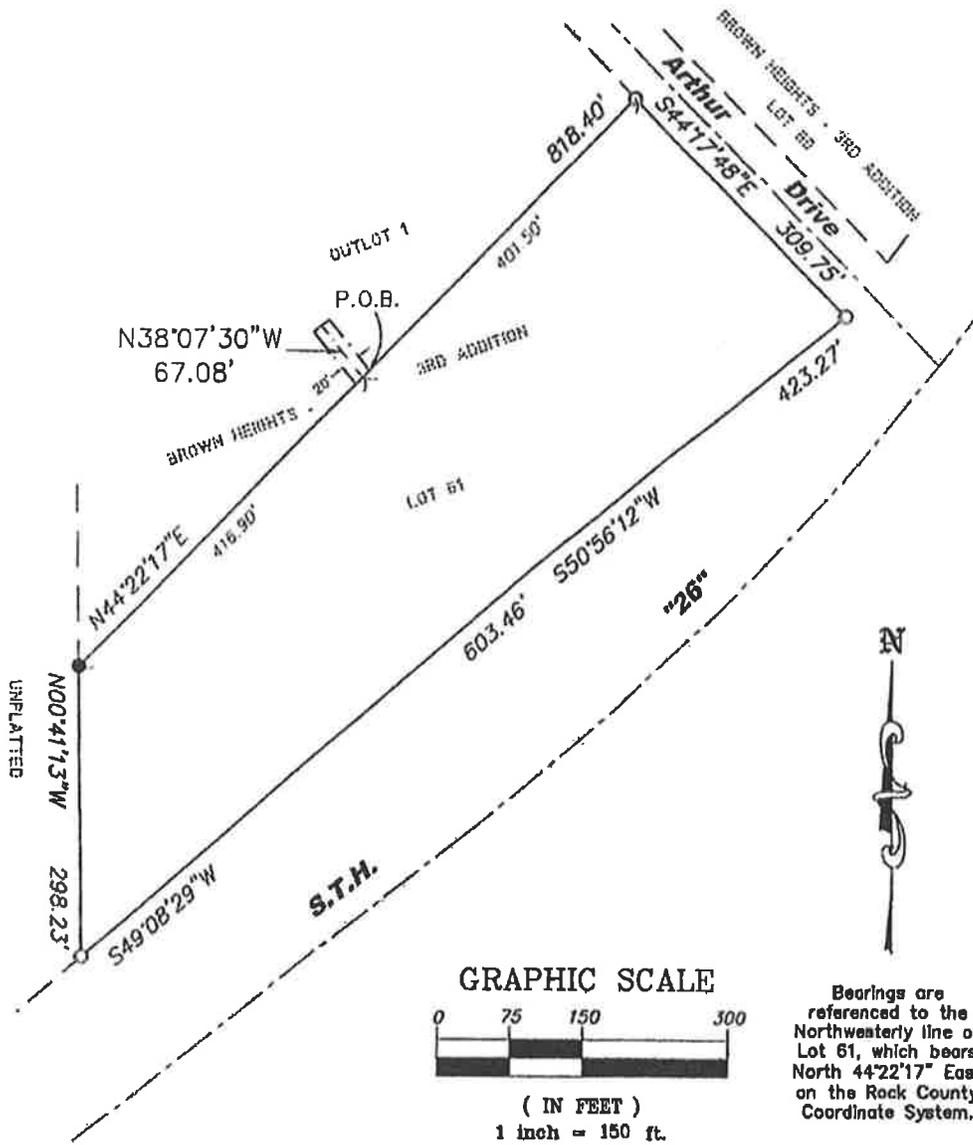
Lot 61, Brown Heights Third Addition, City of Milton, Rock County, Wisconsin. Excepting therefrom land conveyed for highway purposes in Warranty Deed from Arthur T. Donaldson to the State of Wisconsin, Department of Transportation, dated April 17, 1997, recorded May 12, 1997 as Document No. 1329351.

EXHIBIT C

MAP

EXHIBIT C

**A part of the S 1/2 of the SE 1/4, Section 34, T4N., R13E.,
City of Milton, Rock County, Wisconsin**



Bearings are referenced to the Northwesternly line of Lot 61, which bears North $44^{\circ}22'17''$ East on the Rock County Coordinate System.

LEGEND

- 3/4" Iron Rebar Found
- 1-1/4" Iron Pipe Found
- Boundary Line
- - - Existing R/W Line
- Platted Lot Line
- - - Proposed Easement Limits
- - - Proposed Easement Center Line

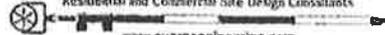
NOTES

1. COURSE DATA SHOWN IS THE CENTERLINE OF THE 20-FOOT WIDE EASEMENT.
2. SEE EXHIBIT A FOR LEGAL DESCRIPTION.

EASEMENT EXHIBIT — STORM SEWER

PROJECT NO. LS-04-19 SHEET 1 OF 4
JULY 10, 2020

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants



www.quamengineering.com

4804 Sigelke Road, Suite A — McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752

EXHIBIT D

Storm Sewer Easement Legal Description

Part of the South 1/2 of the Southeast 1/4 of Section 34, Township 4 North, Range 13 East, City of Milton, Rock County, Wisconsin, being a 20-foot wide non-exclusive easement for storm sewer purposes, lying 10 feet each side, as measured at right angles and perpendicular to, a line described as follows:

COMMENCING at the Northwest corner of Lot 61, Brown Heights Third Addition, also being a point on the Southerly right-of-way of Arthur Drive; thence, along a line common to said Lot 61 and Outlot 1, South 44°22'17" West, 401.50 feet to the **POINT OF BEGINNING**;

thence North 38°07'30" West, 67.08 feet to a **POINT OF TERMINUS**;

said easement containing 1,342 square feet or 0.031 acres, more or less, and is subject to all matters of record and/or fact.



Office of the City Clerk

To: Mayor Welch, City of Milton Common Council
From: Leanne Schroeder, City Clerk
Date: August 18, 2020
Subject: Discussion and Action on a request made by Casey's Marketing Company for appointment of a new alcohol license agent

Summary

The clerk's office has received a written request from Casey's Marketing Company to appoint a new alcohol license agent for Casey's General Store #1992, located at 464 S. John Paul Road. Casey's General Store #1992 currently holds a Class "A" Retailer's License: Fermented Malt Beverages for consumption off premise.

The clerk's office received a letter from Casey's Marketing Company indicating Anthony Hawks would be replacing Heidi Marcyes as alcohol license agent for Casey's General Store #1992. Casey's Marketing Company has submitted the Schedule for Appointment of Agent, and Mr. Hawks submitted an auxiliary questionnaire for a background check and proof of responsible beverage server training course completion.

All appointment of agent requests are subject to a background check by the Milton Police Department and review by the City Clerk. After completing the required background check and review, Staff does not have any objections to the appointment of Mr. Hawks as alcohol license agent for Casey's General Store #1992.

Recommendation

Staff recommends the Common Council grant Casey's Marketing Company's request to appoint Anthony Hawks as alcohol license agent for Casey's General Store #1992.



Milton Fire Department Funding Options

MILTON FIRE COMMISSION

JULY 30, 2020

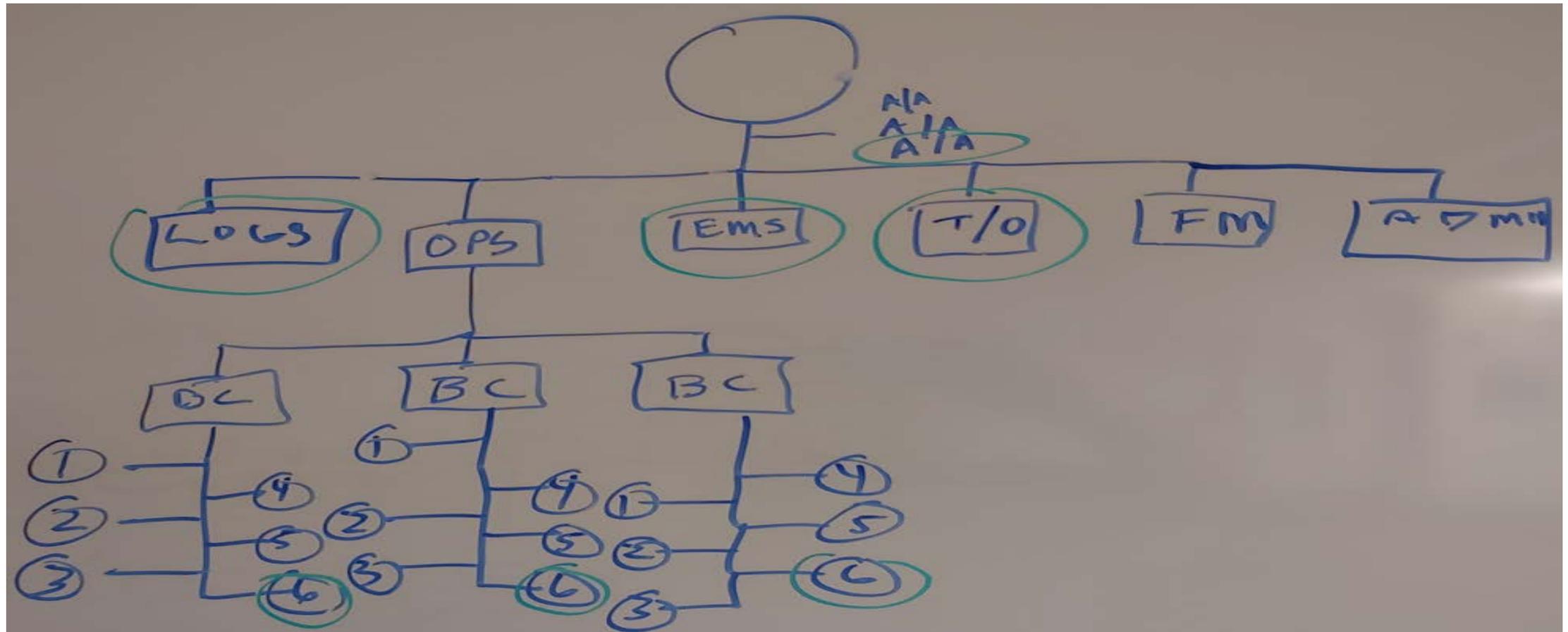
Objectives for a Fire Department Redesign

- Any merger or consolidation must maintain all administrative and FT/regular PT command staff
- Enhance both fire departments to provide best practices as the budget will allow
- Building a system that will meet current and future needs

Assumptions for Scenarios

- Janesville has not conducted a full analysis on what would be required to ensure any cost of recovery related to administration and/or Fire administration.
 - The amounts shown are based on estimated assumptions.
- All full-time employees are assumed to have “family” related benefits.
- Full-time wage rates are based on Janesville’s 2021 union contract. The actual rates could be different depending on when implementation would take place.
- Cost of a new building is not factored

Scenario #1 – Consolidation with Janesville



Scenario #1 – Consolidation with Janesville

- Current EMS collections (\$250,000)
- 15 full-time Firefighter/Paramedics (~\$1.3 million)
- 3 full-time Lieutenants (~ \$376,000)
- Existing Milton Battalion Chiefs & Admin Assistant (~\$110,000)
- Annual contribution for capital/equipment replacement (~\$175,000)
- Full utilization of their existing Fire/EMS Management structure (~\$130,000)
 - Includes: Fire, Deputy and Battalion Chiefs, Fire Marshal and Inspector
- Current budget for operating supplies, utilities, vehicle maintenance, etc. (~281,000)

Total approximate operating budget of \$2.4 million and required tax levy of \$2.125 million

Janesville would take over financial reporting (including payroll, invoice processing, etc.)

Scenario #1 – Pros

- Leverage total budget between Janesville and Milton of \$14+ million
- Access to 6 fire stations
- Full command staff with training, logistics, etc.
- Stabilize the staffing model
- Career advancement for existing membership

Scenario #1 – Pros

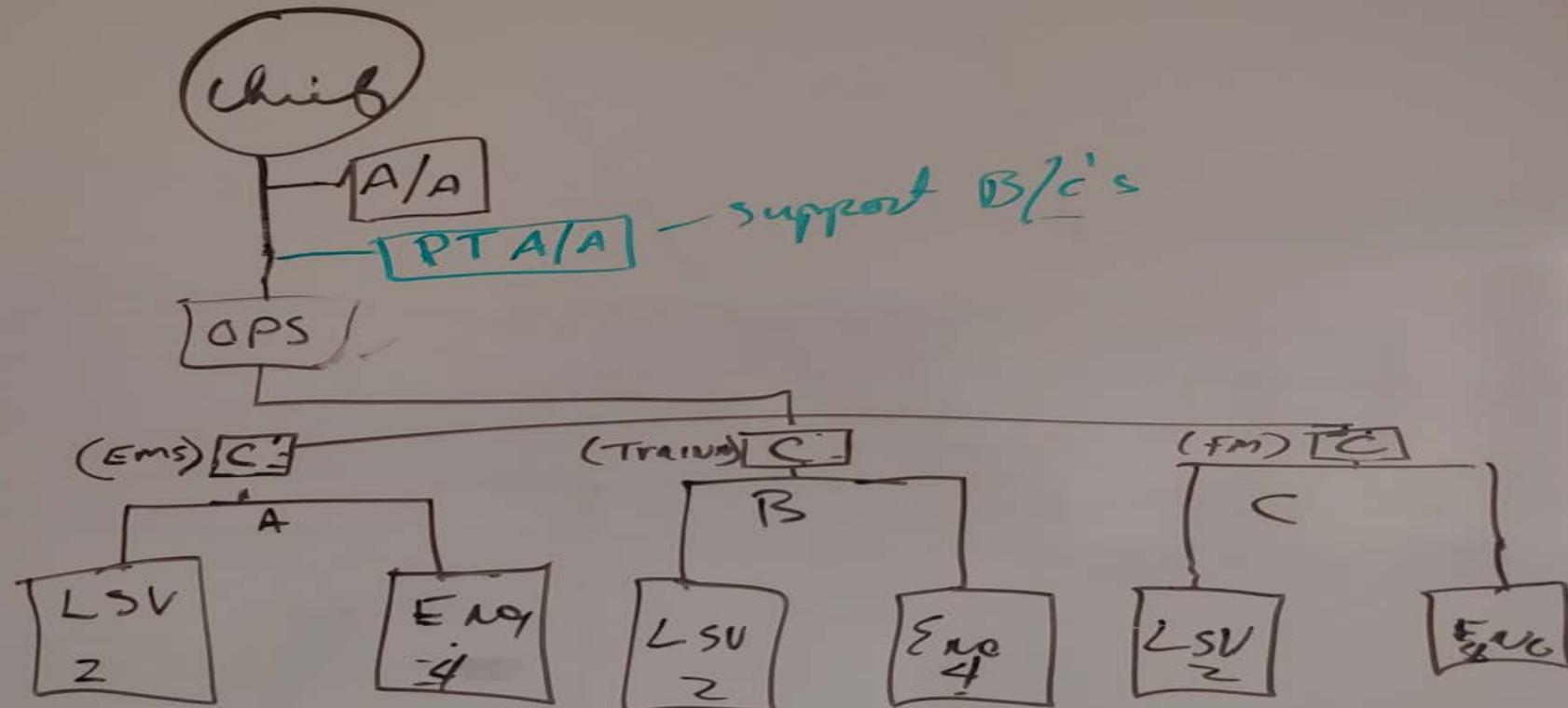
- Economies of scale (supplies, training, services, etc.)
- Enhanced backup fleet
- Handling of larger critical incidents
- Increased capability to respond to multiple calls
- Better systems approach (training, response, etc.)
- Overall improved level of service

Scenario #1 – Cons

- Perceived loss of identity for Milton Fire Department by
 - Staff and Community
- Limited control on resources
- Perception of tax dollars leaving the community
- Increased loss volunteerism for the department
- Change is always difficult

Scenario #2 – Standalone Department

Create full MFD.



18

Scenario #2 – Standalone Department

- Current EMS collections (\$250,000)
- 15 full-time Firefighter/Paramedics (~\$1.24 million)
- 3 full-time Captains (~ \$325,000)
- 3 full-time Lieutenants (~ \$283,000)
- 1.50 FTE Admin Assistant (~\$67,000)
- Fire Chief & Deputy Chief (~\$237,000)
- Annual contribution for capital/equipment replacement (~\$175,000)
- Current budget for operating supplies, utilities, vehicle maintenance, etc. (~281,000)
- Estimated \$115,000 for Accounting/Payroll/HR services

Total approximate operating budget of \$2.725 million and required tax levy of \$2.475 million

Scenario #2 – Pros

- Complete control of fire resources
 - Exclusive use of equipment
- Maintain the exclusive identity of the Milton Fire Department
- “Our” own Command staff
- Overall improved level of service

Scenario #2 – Pros

- FT personnel that would work exclusively in the community
- More FT career opportunities for existing membership
- Stable staffing pattern
- Creation of own labor agreement could create better flexibility
 - Continued utilization of PT/Volunteer staffing

Scenario #2 – Cons

- Limited economies of scale
 - Exclusive management structure
 - Harder to bulk purchase
 - Creation of 2 fire systems (duplication of effort)
 - Continued reliance on mutual aid
 - Harder to utilize equipment if a piece is unavailable
- Higher overall cost share (estimated \$2.5M vs \$2.1M)
- More shared duties in management roles
- Potential cost share for mutual aid calls

Current Allocations

- City of Milton and Town of Milton are 50% owners and contributors
 - Any cost overruns are split 50/50 with each jurisdiction
 - Capital costs are split 50/50 with each jurisdiction
- Fixed annual contracts with the following Townships:
 - Town of Harmony
 - Town of Johnstown
 - Town of Lima
 - Town of Koshkonong



2020 Current Budget

Revenue

Projected EMS collections	\$ 252,346
---------------------------	------------

Expenses

Wages and benefits	\$ 827,938
--------------------	------------

Payment to Janesville	50,520
-----------------------	--------

Other operating expenses	<u>280,870</u>
--------------------------	----------------

	\$ 1,159,328
--	--------------

Net amount to collect from

Townships and Owners	<u><u>\$ 906,982</u></u>
----------------------	--------------------------

2020 Allocation

2020 Budgeted Contributions

City of Milton	\$ 391,592	43.18%
Town of Milton	\$ 391,592	43.18%
Town of Harmony	\$ 72,920	8.04%
Town of Johnstown	\$ 27,676	3.05%
Town of Lima	\$ 15,025	1.66%
Town of Koshkonong	<u>\$ 8,178</u>	0.90%
	\$ 906,983	

Equalized Value Allocation

- Staff explored the concept of cost allocation using equalized value because this commonly used in Wisconsin for allocating property tax levies for:
 - School Districts
 - Counties
 - Technical colleges
 - Fire Districts (where they exist)

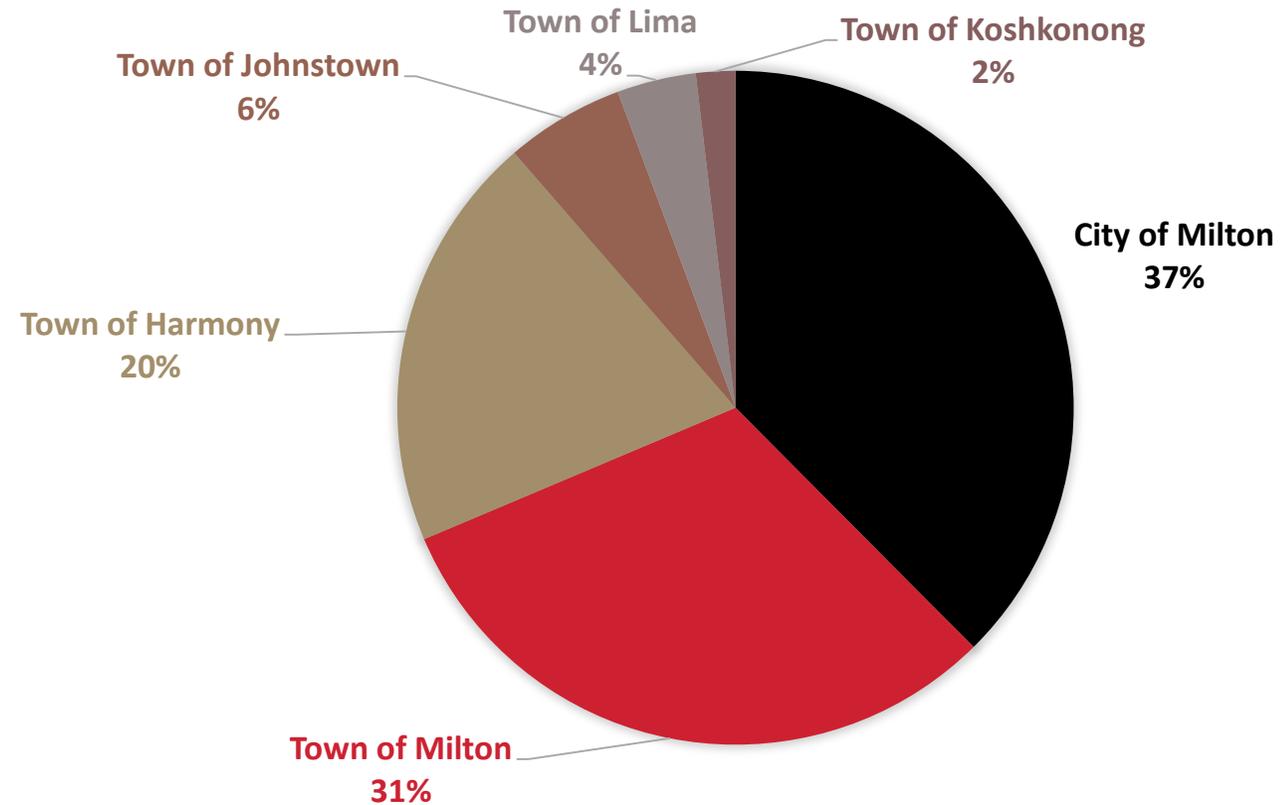
Why Equalized?

- The amounts are updated by the Department of Revenue (DOR) annually on or around August 15 of every year.
- Costs are split based on the amount of property being protected by the Department.

What would 2020 Budget Equalized Allocation have looked like?

	Percentage covered by Department	2019 Equalized Value	2019 Equalized Value to Dept	% Budget Allocation by Equalized	Actual Budget Allocation
City of Milton	100%	\$ 427,445,300	\$ 427,445,300	37.57%	43.18%
Town of Milton	100%	\$ 353,310,500	\$ 353,310,500	31.05%	43.18%
Town of Harmony	80%	\$ 284,955,100	\$ 227,964,080	20.03%	8.04%
Town of Johnstown	74%	\$ 87,438,800	\$ 64,704,712	5.69%	3.05%
Town of Lima	40%	\$ 107,502,800	\$ 43,001,120	3.78%	1.66%
Town of Koshkonong	5%	\$ 428,515,200	\$ 21,425,760	1.88%	0.90%
		<u>\$ 1,689,167,700</u>	<u>\$ 1,137,851,472</u>		

What would 2020 Budget Equalized Allocation have looked like?





What would 2020 Budget Equalized Allocation have looked like?

	Actual	Equalized	Allocation
	Contribution	Contribution	Over/(Under)
City of Milton	\$ 391,592	\$ 340,717	\$ 50,875
Town of Milton	\$ 391,592	\$ 281,624	\$ 109,968
Town of Harmony	\$ 72,920	\$ 181,711	\$ (108,791)
Town of Johnstown	\$ 27,676	\$ 51,576	\$ (23,900)
Town of Lima	\$ 15,025	\$ 34,276	\$ (19,251)
Town of Koshkonong	\$ 8,178	\$ 17,078	\$ (8,900)
	<u>\$ 906,983</u>	<u>\$ 906,982</u>	<u>\$ 1</u>

Percentages shown are based on the Equalized values certified by the Department of Revenue (DOR) as of August 15, 2019.

What would the increase be if Equalized Value was utilized for allocations – SCENARIO #1 (Consolidation)

	% Budget Allocation by Equalized	Amount Paid in 2020	Scenario #1 Allocation	Potential Increase	Percentage Increase
City of Milton	37.57%	\$391,592	\$ 798,278	\$ 406,686	104%
Town of Milton	31.05%	\$391,592	\$ 659,827	\$ 268,235	68%
Town of Harmony	20.03%	\$ 72,920	\$ 425,735	\$ 352,815	484%
Town of Johnstown	5.69%	\$ 27,676	\$ 120,840	\$ 93,164	337%
Town of Lima	3.78%	\$ 15,025	\$ 80,307	\$ 65,282	434%
Town of Koshkonong	1.88%	\$ 8,178	\$ 40,014	\$ 31,836	389%
		<u>\$906,983</u>	<u>\$ 2,125,001</u>	<u>\$ 1,218,018</u>	<u>134%</u>

The allocation percentages are based on the 2019 equalized values certified by the Department of Revenue (DOR) on August 15, 2019. The actual percentage would be based on the allocation in the year of implementation

What would the increase be if Equalized Value was utilized for allocations – SCENARIO #2 (Standalone)

	% Budget Allocation by Equalized	Amount Paid in 2020	Scenario #2 Allocation	Potential Increase	Percentage Increase
City of Milton	37.57%	\$391,592	\$ 929,007	\$ 537,415	137%
Town of Milton	31.05%	\$391,592	\$ 767,883	\$ 376,291	96%
Town of Harmony	20.03%	\$ 72,920	\$ 495,456	\$ 422,536	579%
Town of Johnstown	5.69%	\$ 27,676	\$ 140,629	\$ 112,953	408%
Town of Lima	3.78%	\$ 15,025	\$ 93,458	\$ 78,433	522%
Town of Koshkonong	1.88%	\$ 8,178	\$ 46,567	\$ 38,389	469%
		<u>\$906,983</u>	<u>\$2,473,000</u>	<u>\$1,566,017</u>	173%

The allocation percentages are based on the 2019 equalized values certified by the Department of Revenue (DOR) on August 15, 2019. The actual percentage would be based on the allocation in the year of implementation

Levy Limit Implications

Under Wis. Stats. 66.0602(5), Towns with populations of less than 3,000 do not have to go to referendum for levy increases if the increase is approved the annual town meeting or special town meeting:

(5) EXCEPTION, CERTAIN TOWNS. A town with a population of less than 3,000 may exceed the levy increase limit otherwise applicable under this section to the town if the town board adopts a resolution supporting an increase and places the question on the agenda of an annual town meeting or a special town meeting and if the annual or special town meeting adopts a resolution endorsing the town board's resolution. The limit otherwise applicable to the town under this section is increased in the next fiscal year by the percentage approved by a majority of those voting on the question. Within 14 days after the adoption of the resolution, the town clerk shall certify the results of the vote to the department of revenue.

Levy Limit Implications

For those municipalities who have more than 3,000 residents, the only way to get additional tax levy capacity is to pass a referendum.

In odd-numbered years the referendum could be held:

- April election (deadline for ballot language would be in mid January)
- A special referendum at anytime during the year (deadline for ballot language approval is no later than 70 days prior to election day). Total cost must be paid for by entities that choose a special election (including costs for the Rock County Clerk's office).

In even-numbered years the referendum could be held:

- April election (deadline for ballot language would be in mid January)
- August election (deadline for ballot language would be in late May)
- November election (deadline for ballot language would be in mid September)

Action Steps

- Choose a Scenario as soon as possible
- Hire FT Fire Chief or merge command staff
- Determine cost share methodologies for capital and operations expenditures
- Plan and build fire station based on GIS data (Hilltop Dr. location)
- Plan/prepare for a referendum in 2021
- If passage of referendum, hire staff
- Execute standalone operation or consolidation