



**CROSSROADS**  
**BUSINESS • PARK**



## Property Information

## Property Information

1. Site Name

Attachments: Exhibit 1 – Site Location Map

Crossroads Business Park (four separate sites):

City of Milton Site

Hull Site

Belardi Site

Fredrick Site

2. Provide the name, address, phone number and email of the legal property owner of record

The main contact for all sites is City of Milton Administrator Jerry Schuetz.

Mailing Address – 430 E. High Street, Suite 3, Milton, WI 53563

Phone Number – (608) 868-6900

Email – jschuetz@milton-wi.gov

**City of Milton Site**

Parcels # V-23-1466 and # V-23-1466.3

Owner – City of Milton, Attn: Jerry Schuetz, City Administrator

Mailing Address – 430 E. High Street, Suite 3, Milton, WI 53563

Phone Number – (608) 868-6900

Email – jschuetz@milton-wi.gov

**Hull Site**

Parcels # 6-13-267 and # 6-13-255

Owner – City of Milton as of 9/19/2013

Mailing Address – 430 E. High Street, Suite 3, Milton, WI 53563

Phone Number – (608) 868-6900

Email – jschuetz@milton-wi.gov

**Belardi Site**

Parcel # 6-13-266

Owner – Todd Belardi & Brian Belardi

Mailing Address – PO Box 41, Roscoe, IL 61073-0041

Phone Number – (414) 916-6715 (Brian)

Email – Not Available

**Fredrick Site**

Parcel # 6-13-265

Owner – Fredrick Farms LLP

Mailing Address – 7011 E. State Road 59, Milton, WI 53563

Phone Number – (608) 289-8630

Email – Not Available

3. Site Address (street number or best available location information, cross streets - intersection). Include aerial map highlighting site (include date when taken)

Attachments: Exhibit 1 – Site Location Map (aerial photography taken in 2010)

**City of Milton Site**

Located west of Penn Color, 1474 Putman Parkway. Located to the west of the Putman Parkway and County M intersection and southeast of the Hwy 59 and Hwy 26 intersection at the two roundabouts. No access to the site from Hwy 59 or Hwy 26.

## Property Information

### Hull Site

Located east of Penn Color, 1474 Putman Parkway. Located northwest of the Putman Parkway and County M intersection. Located southwest of the Hwy 59 and County M intersection. Located northeast of United Ethanol, 1250 Chicago Street.

### Belardi Site

Located southeast of the Hwy 59 and County M intersection. Located north east of the Putman Parkway and County M intersection.

### Fredrick Site

Located east of the Belardi Site. Located south east of the Hwy 59 and County M intersection and north east of the Putman Parkway and County M intersection.

#### 4. City / County (note if site is located in unincorporated area)

##### City of Milton Site

County – Rock County  
Municipality – City of Milton

##### Hull Site

County – Rock County  
Municipality – City of Milton

##### Belardi Site

County – Rock County  
Municipality – City of Milton

##### Fredrick Site

County – Rock County  
Municipality – Town of Milton

#### 5. Total site acreage and include if different the documented NCDA (net contiguous developable acreage)

Attachments: Exhibit 1 – Site Location Map

Exhibit 2 - Total Acreage of Sites with Possible Putman Parkway Extension

##### City of Milton Site

Total acreage – 18.8 acres  
Total acreage with potential Putman Parkway extension to Chicago Street – 13.8 acres

##### Hull Site

Total acreage – 22.2 acres

##### Belardi Site

Total acreage – 19.4 acres  
*Does not include construction of road to access the site. The road will likely be constructed as an eastern extension of Putman Parkway off of County M.*

##### Fredrick Site

Total acreage – 54.7 acres  
*Does not include construction of road to access the site. The road will likely be constructed as an eastern extension of Putman Parkway off of County M.*

The proposed site layouts are conceptual. Lots can be subdivided and/or expanded to meet the needs of the developer.

#### 6. Price per acre (or lease price per square foot) including terms and conditions

Attachments: Exhibit 3 – Sample Development Agreement

## Property Information

### Exhibit 4 – Price Per Acre for City of Milton Shovel Ready Sites

Terms and conditions are developed through the creation of a development agreement.

#### City of Milton Site

Price per acre – \$30,000 per acre industrial, \$75,000-\$100,000 per acre commercial

#### Hull Site

Price per acre – \$30,000 per acre

#### Belardi Site

Price per acre – \$30,000 per acre industrial, \$100,000 per acre commercial

#### Fredrick Site

Price per acre – \$30,000 per acre industrial

### 7. Has all or any portion of the site ever been leased?

#### City of Milton Site

The site is leased to a farmer for agricultural purposes. If development occurs on this site, the farmer will be reimbursed for losses as described in the lease agreement.

#### Hull Site

This site is currently scheduled to be leased to former owner Kerry Hull for agricultural purposes since the City purchased the property on September 19, 2013. If development occurs on the site, the farmer will be reimbursed for losses as described in the lease agreement.

#### Belardi Site

No, currently just used for agricultural purposes. Fill was taken from the site around 2009 for the Hwy 59 realignment project, which was just prior to the time the aerial photos were taken and shown as the discolored area on the southern end of the site.

#### Fredrick Site

No, currently just used for agricultural purposes.

### 8. Provide color site photos and briefly describe location and direction on a base map where site photo was taken (Attach as Exhibit, include up to 10 site photos)

Attachments: Exhibit 5 – Site Photo Locations

Exhibit 6 – Site Photos

### 9. Indicate site dimensions and insert site map showing dimensions in feet accompanied by a legend and scale in miles (Attach as exhibit)

Attachments: Exhibit 1 – Site Location Map

### 10. General site description (cleared, pad ready, cropland, forested)

#### City of Milton Site

Cropland

#### Hull Site

Cropland

#### Belardi Site

Cropland

#### Fredrick Site

Cropland

## Property Information

11. Past site uses, including information on existing structures currently in use or previously located on site

**City of Milton Site**

No structures currently located on the site. The site use has been agricultural.

**Hull Site**

No structures currently located on the site. The site use has been agricultural.

**Belardi Site**

No structures currently located on the site. The site use has been agricultural.

**Fredrick Site**

No structures currently located on the site. The site use has been agricultural.

12. Has site been surveyed or platted, has an ALTA Survey been completed on the site? (yes / no)

No

13. If other than a single site is there a site development or subdivision plan in place showing parcel sizes and the proposed road network and utility line extensions (yes / no)

No

14. Current zoning / include any height restrictions

Attachments: Exhibit 7 - Zoning Map – City of Milton, Wisconsin (2013)

Exhibit 8 - City of Milton Code of Ordinances Section 78, Division 14: General Industrial District (M-2)

**City of Milton Site**

M2 Industrial District (City of Milton)

Height Restrictions – There is no maximum building height in the M-2 district, but over 50 feet as a conditional use.

**Hull Site**

M2 Industrial District (City of Milton)

Height Restrictions – 35 feet for a house, no maximum for other structures

**Belardi Site**

M2 Industrial District (City of Milton)

Height Restrictions – 35 feet for a house, no maximum for other structures

**Fredrick Site**

A1 Exclusive Agriculture District (Town of Milton)

Height Restrictions – 35 feet for a house, no maximum for other structures

15. In addition to zoning are there any special site or industrial park covenants or deeded restrictions that would impact a company locating at the site? (Attach as exhibit a copy of any industrial park covenants if appropriate)

Attachments: Exhibit 9 - City of Milton Code of Ordinances Section 78, Division 21: DO Design Overlay District

**City of Milton Site**

Part of Design Overlay District (DO).

**Hull Site**

Part of Design Overlay District (DO).

**Belardi Site**

Part of Design Overlay District (DO).

## Property Information

### Fredrick Site

When the site is annexed into the City of Milton for development, the site will be subject to the Design Overlay District, consistent with the surrounding parcels. The timeline is approximately 60 to 90 days for property to be annexed into the City.

16. List all easements, liens, including underground pipelines and property right-of-ways (include any easement / lien document with a map and attach as exhibit)

### City of Milton Site

None that the City of Milton is aware of.

### Hull Site

None that the City of Milton is aware of.

### Belardi Site

None that the City of Milton is aware of.

### Fredrick Site

None that the City of Milton is aware of.

17. Are mineral rights ownership an issue and if so has the site ever been leased for mineral extraction? Does anyone other than the owner have mineral rights to the property?

### City of Milton Site

The City of Milton is not aware of mineral rights ownership being an issue or the site ever being leased for mineral extraction. The City of Milton is also not aware of anyone other than the property owner having mineral rights to the property.

### Hull Site

The City of Milton is not aware of mineral rights ownership being an issue or the site ever being leased for mineral extraction. The City of Milton is also not aware of anyone other than the property owner having mineral rights to the property.

### Belardi Site

The City of Milton is not aware of mineral rights ownership being an issue or the site ever being leased for mineral extraction. The City of Milton is also not aware of anyone other than the property owner having mineral rights to the property.

### Fredrick Site

The City of Milton is not aware of mineral rights ownership being an issue or the site ever being leased for mineral extraction. The City of Milton is also not aware of anyone other than the property owner having mineral rights to the property.

18. Briefly describe the topography of the site and areas surrounding the site. Also provide the most recent USGS quadrangle map outlining the site. (Attach as Exhibit)

Attachments: Exhibit 10 - USGS Map from 2010 of Milton

Exhibit 11 – USGS Map from 2010 (Zoomed in on Sites)

Exhibit 12 - USGS Map from 1976 of Milton

### City of Milton Site

In general, the topography at the site is fairly flat with very small elevation changes.

### Hull Site

In general, the topography at the site is fairly flat with very small elevation changes.

### Belardi Site

In general, the topography at the site is fairly flat with very small elevation changes.

## Property Information

### Fredrick Site

In general, the topography at the site is fairly flat with very small elevation changes.

19. Provide a topographic map with 2 foot contour intervals (For example, ALTA Survey, Engineering or GIS maps) also provide a map illustrating the slope gradient (site grade) in feet from highest to lowest point within the site boundary (Attach as exhibit)

Attachments: Exhibit 13 – Site Topography

20. Availability of estimated site grading costs at the site (if applicable)

The City of Milton is unable to estimate site grading costs at any of the sites because it is dependent on a variety of factors including the size of the site, location, and type of business development.

21. Document surrounding land uses by name with an aerial map that identifies adjacent land uses within an approximate 2-mile radius of site (Attach as exhibit)

Attachments: Exhibit 14 - Surrounding Land Uses

- A. **New England Extrusion (NEX)**  
1264 E. High Street, Milton, WI 53563  
Manufacturing Plant  
Zoning: M1 – Light Industrial
- B. **Frank Brothers**  
6717 E. High Street, Milton, WI 53563  
Blacktop  
Zoning: A1 – Exclusive Agriculture District (Town of Milton)
- C. **Fredrick Farms**  
7011 & 7139 E. High Street, Milton, WI 53563  
Private Residence and Agriculture  
Zoning: A1 – Exclusive Agriculture District (Town of Milton)
- D. **Gateway Mattress**  
621 Gateway Drive, Milton, WI 53563  
Manufacturing Plant  
Zoning: M2 – Industrial District
- E. **Ott Schweitzer**  
616 Gateway Drive, Milton, WI 53563  
Distributor  
Zoning: M1 – Light Industrial
- F. **Cargill**  
1425 E. High Street, Milton, WI 53563  
Manufacturing Plant  
Zoning: M2 – Industrial District
- G. **Freedom Graphics**  
1475 E. High Street, Milton, WI 53563  
Manufacturing Plant  
Zoning: M2 – Industrial District
- H. **Timothy D. Frank**  
6516 E. High Street, Milton, WI 53563  
Private Residence  
Zoning: A1 – Exclusive Agriculture District (Town of Milton)

## Property Information

- I. John E. Kath  
6604 N. County Road M, Milton, WI 53563  
Private Residence  
Zoning: A2 – General Agriculture Area (Town of Milton)
- J. Ronald B. Struzynski & Lizabeth J. Thatcher  
6500 N. County Road M, Milton, WI 53563  
Private Residence  
Zoning: A2 – General Agriculture Area (Town of Milton)
- K. Dwayne A. Heth, Heth Farms Inc.  
6227 E M-H Townline Road, Milton, WI 53563  
Private Residence and Agriculture  
Zoning: A1 – Exclusive Agriculture District (Town of Milton)
- L. United Ethanol  
1250 Chicago Street, Milton, WI 53563  
Manufacturing Plant  
Zoning: M2 – Industrial District

22. Note if additional acreage is available adjacent to the site and identify additional acres

Attachments: Exhibit 15 - Additional Acreage Available at Sites

**City of Milton Site**

Minimal additional site acreage available.

- John E. Kath Property (West of Site) - 3.5 acres

**Hull Site**

No additional acreage at the site.

**Belardi Site**

Additional acreage available at site.

- Fredrick Site (East of Site) – 54.7 acres
- Todd Belardi & Brian Belardi Property – East of County M (South of Site) – 104.4 acres

**Fredrick Site**

Additional acreage available at site.

- Belardi Site (West of Site) – 19.4 acres
- Todd Belardi & Brian Belardi Property – East of County M (South of Site) – 104.4 acres
- Stephen Wright – Trustee Property (East of Site) – 114.6 acres

23. Property map showing additional available acreage based on item 22 above

Attachments: Exhibit 15 - Additional Acreage Available at Sites

24. Fire insurance rating at site

The fire classification for the City area is a 4.

25. Provide time and distance to nearest fire station and fire station rating at site. Include map showing location of fire station in relation to site (Attach as Exhibit)

Attachments: Exhibit 16 - Location of Fire Station and Police Station in Relation to the Sites

## Property Information

The Milton Fire Station, 614 W. Madison Avenue, is located approximately 3 miles from the site or 8 minutes. The fire station rating is 4.

26. Provide time and distance to nearest police station to the site. Include map showing location of police station in relation to site (Attach as Exhibit)

Attachments: Exhibit 16 - Location of Fire Station and Police Station in Relation to the Sites

The Milton Police Station, 120 Parkview Drive, is located approximately 1.8 miles from the site or about 5 minutes. In 2014, it is anticipated the police department will be moving into a new station located at 710 S. Janesville Street. This will change the distance to approximately 1.3 miles or about 3 minutes.

27. Is the site located within a State Enterprise Zone? If so indicate duration of Zone

Tenants in the Park, on a project by project basis, are conceivably eligible for State of Wisconsin Income Tax Credits under various program names and funding limitations, but they are still considered tax credits. There is no geographic Enterprise Zone designation. While Wisconsin does have an Enterprise Zone program, they too are project versus geographic specific.

28. Is the site located within a Foreign Trade Zone? If so indicate name of Zone

Attachments: Exhibit 17 - Southeastern Wisconsin Foreign Trade Zone No. 41

Exhibit 18 - Rock, Walworth counties become part of Foreign Trade Zone (*Janesville Gazette*)

The Foreign Trade Zone is known as FTZ #41, which operates out of the Port of Milwaukee.

29. Provide name, time and distance to the nearest general hospital. Include map showing location of hospital in relation to site (Attach as Exhibit)

Attachments: Exhibit 19 - Location of Nearest Hospitals to Sites

A. Mercy Hospital and Trauma Center

1000 Mineral Point Avenue, Janesville, WI 53548

9.6 miles or about 20 minutes

B. Edgerton Hospital

11101 N. Sherman Road, Edgerton, WI 53534

10 miles or about 19 minutes

30. If a direct access road not at the site is construction access to site available?

City of Milton Site

There is access to the site via Putman Parkway.

Hull Site

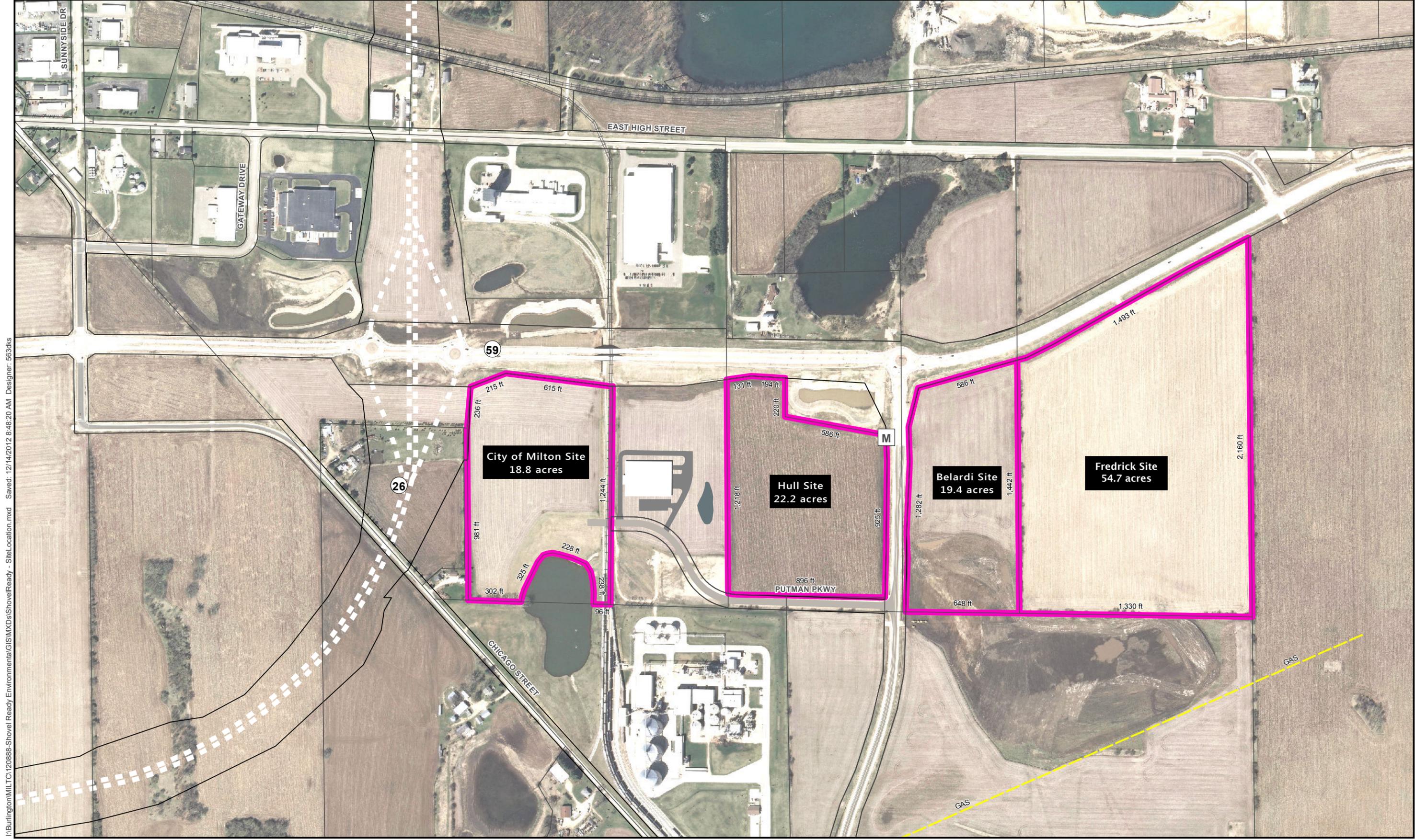
There is access to the site via Putman Parkway.

Belardi Site

There is access to the site via field road access off of County M.

Fredrick Site

There is access to the site via field road access off of State Highway 59.



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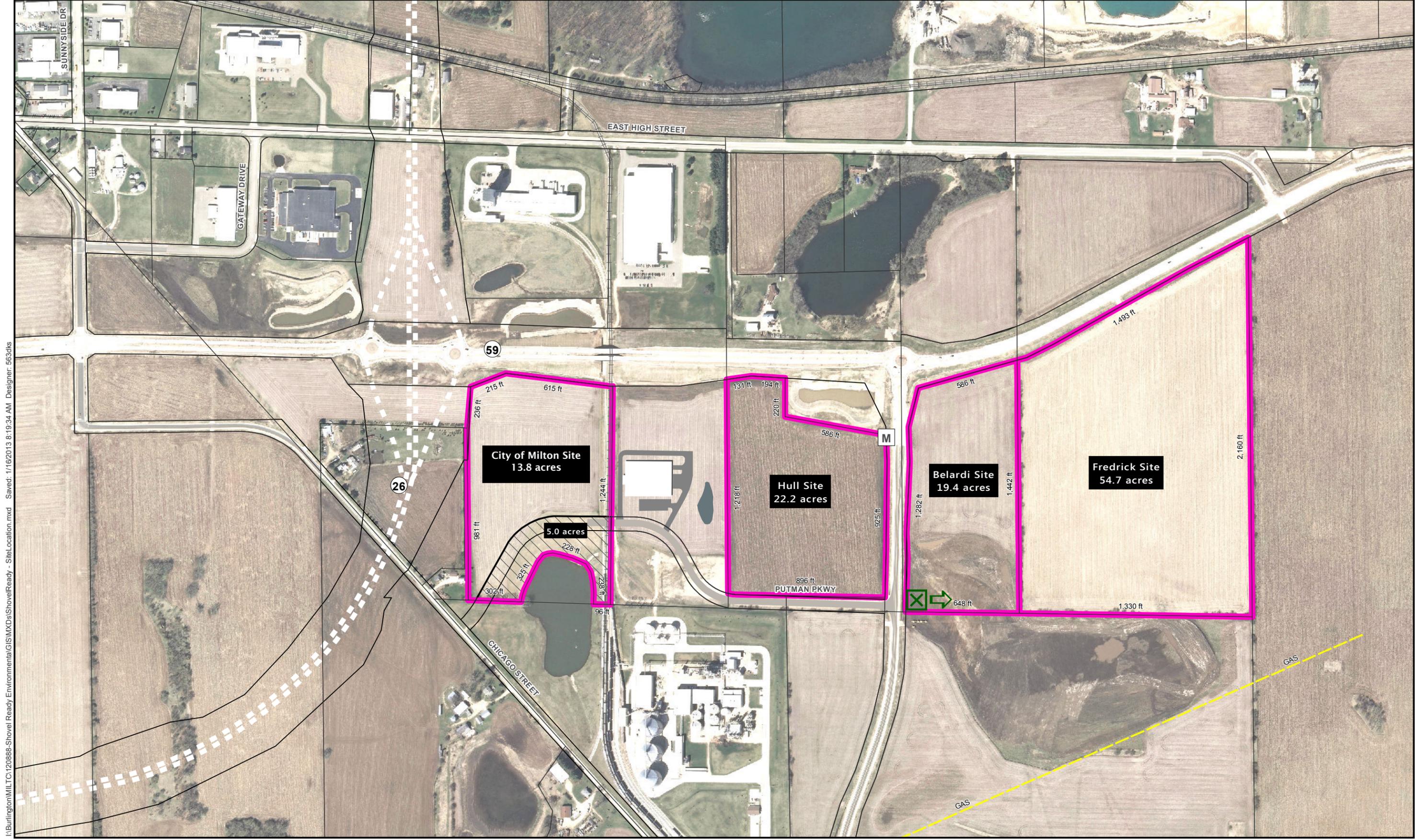
Source(s): -

**NORTH** ↑

1" = 500'

0 250 500 1,000 Feet

**EXHIBIT 1 - SITE LOCATION**  
 Shovel Ready Site Designation  
 City of Milton, WI



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## EXHIBIT 2 - TOTAL ACREAGE OF SITES WITH POSSIBLE PUTMAN PARKWAY EXTENSION

Source(s): -

**NORTH** ↑

1" = 500'

0 250 500 1,000 Feet

Potential Putman Parkway Extension to access the Belardi Site and Fredrick Site

Shovel Ready Site Designation  
City of Milton, WI

### DEVELOPMENT AGREEMENT

This Development Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Milton, a Wisconsin municipal corporation, Milton, Wisconsin, 53563 (hereinafter referred to as "Municipality"), and \_\_\_\_\_, (hereinafter jointly referred to as "Developer").

WHEREAS, the Municipality has recognized the need to promote industrial and commercial development in the city; and

WHEREAS, the Developer wishes to construct \_\_\_\_\_ (the "Project") at \_\_\_\_\_, which is legally described as follows:

(put in description)

WHEREAS, the Municipality created Tax Incremental District No. \_\_\_\_\_ (TID \_\_\_\_\_) on \_\_\_\_\_ to facilitate industrial/commercial development within the City of Milton; and

WHEREAS, the above-described property of Developer is located within TID No. \_\_\_\_\_; and

WHEREAS, the Project is consistent with the purpose of TID \_\_\_\_\_; and

WHEREAS, the parties believe it to be in their best mutual interest to enter into a written Development Agreement, which sets forth the terms of their understanding;

NOW, THEREFORE, the parties hereto agree as follows:

- I. In consideration for the covenants and conditions set forth below, the Municipality shall perform the following:
  - a. Municipality will provide funds from TID \_\_\_\_\_ as necessary, to promote industrial/commercial development within TID \_\_\_\_\_.
  - b. Municipality shall expend no more than \$\_\_\_\_\_ in TIF eligible costs toward the Project to include the specific items described in the remainder of this document, which spending limit shall not include the municipality's additional planning, legal, engineering and other administrative costs incurred in the analysis and preparation of this agreement.
  - c. Municipality shall reimburse Developer up to \$\_\_\_\_\_ for the Project for the line items described on the attached Attachment 1 (a "Line Item"). Municipality acknowledges that the Line Item allocations contained in Attachment 1 are for illustration purposes only, and that

Developer shall be permitted to reallocate cost between Line Items, provided that no such reallocations shall cause the total Developer reimbursement to exceed \$\_\_\_\_\_.

- d. Municipality will only honor a request for payment from Developer to be paid out of the allowance for expenses described in sub-part c. pursuant to the following procedure:
  1. Each request shall be sufficiently detailed to permit the Municipality to approve the payment as being a TID \_\_\_\_\_ project plan eligible expense.
  2. Each request shall contain a statement by Developer indicating the amount of such payment to be allocated to each Line Item. Developer's approval submittal of the payment request shall be conclusive evidence that the Developer intends the appropriate Line Item to be reduced by the amount of payment request submitted by Developer.
  3. An approved payment request will permit the Municipality to pay such approved payment request directly to the contractor or material provider of Developer.
  4. Each payment request shall be submitted by Developer only for materials delivered to the subject property and for work completed on the property.
  5. Payment will not be unreasonably withheld by the Municipality. It is understood and agreed that all parties will work expeditiously in the payment approval process. Payment will normally occur within 30 days.
  6. Attachment No. 1 is hereby made a part of this Agreement, and contains a summary of the Project and the total development cost to be undertaken by the Municipality on behalf of the Developer.

II. In consideration for the activities and development costs undertaken by the Municipality as described above, the Developer agrees to do the following:

- a. Complete the Project on or before \_\_\_\_\_. Construction of the Project shall result in a minimum increase in equalized assessed valuation of improvements for real estate tax purposes of not less than \$\_\_\_\_\_ by \_\_\_\_\_. The amounts referenced in this Section II.a. shall be referred to herein as the "intended increments". The increase in value shall be measured using the valuation of improvements on the city tax roll as of \_\_\_\_\_. This condition will be fulfilled by Developer providing Municipality with the written assessed valuation by the assessor of a \$\_\_\_\_\_ increase in equalized assessed valuation for real estate tax purposes as of \_\_\_\_\_, and thereafter on assessment dates.

- b. All construction activities undertaken by or pursuant to the direction of Developer shall be constructed in compliance with all City of Milton building codes and zoning ordinances.
- c. Developer will convey, if necessary, reasonable easements at locations to be designated by municipality for the installation or future maintenance of sanitary sewer, water, storm water and electric service to be furnished by Municipality. Municipality will be required to restore any surface improvements destroyed or damaged by Municipality in the course of such installation or maintenance of same.
- d. Developer will be responsible for maintaining all utilities serving the property between the property line and the improvements.
- e. Keep the structure on the subject property and related equipment and fixtures associated therewith adequately insured against loss or damage occasioned by fire, extended coverage perils (to specifically include damage caused by wind, storm or similar disaster hazards) as Municipality may reasonably require, for so long as Municipality has not totally recovered its expenditures for this project. Adequate insurance shall mean the amounts sufficient to rebuild or replace to such an extent as to assure a value for tax purposes that will repay the obligation incurred by Municipality on behalf of the Developer hereunder. Developer shall provide Municipality with proof of the required insurance prior to the commencement of construction activities. Such policy of insurance shall name Municipality as an additional insured to the extent of its interest in the development. Further, Developer shall have the right to pay to Municipality the present amount of all debt incurred by Municipality under this Agreement and, if such payment is made, will not be required to rebuild, repair or replace any building, improvements or related equipment damaged or destroyed.

III. Guaranties.

- a. The performance obligations of the Developer as described in Section II. shall be secured by a first mortgage to Municipality from Developer. Municipality will subordinate its mortgage upon request of Developer to any loan which Developer may need to obtain in order to undertake the redevelopment activities referenced above. Municipality's mortgage will be satisfied of record when the Project as described above is completed and the structure is assessed for tax purposes for such improvements.
- b. In the event Developer fails to achieve the Intended Increments, Developer agrees and obligates itself to pay to the Municipality at the same time as taxes are due and owing pursuant to Wisconsin law, those sums necessary to pay any difference between the taxes owed on the Intended Increments, and the taxes on the actual increment. In the event Developer, after request from Municipality, fails to pay said difference, Municipality shall be entitled to pursue all rights and

remedies allowed by law or equity to collect said amount owed. Further, Developer agrees that upon failure of Developer to pay said difference, Municipality shall be entitled to assess the amounts owed against said property as a special charge pursuant to the provisions of §66.0627, Wis. Stats. Developer waives its right to contest the imposition of such special charge, which shall become a lien against the property as of the date it is imposed.

- c. \_\_\_\_\_ guarantees performance of Developer's obligations under the Development Agreement. The guaranty will be released when the requirements of this Development Agreement are fulfilled.
- d. Developer agrees that the subject property shall not now, or anytime in the future, be developed or converted to a development consisting of a tax exempt use. Such restriction shall remain in effect until the requirements of the Development Agreement are met and this Agreement is terminated.
- e. The Guaranties contained in this section shall remain in full force and effect regardless of any change in use or ownership of the Existing Structure.

IV. Term. The term of this Agreement shall be for \_\_\_\_\_ years from its date or for such shorter term as provided for herein. The duties, obligations and benefits of the parties as specified herein shall exist for the entire term of this Agreement unless otherwise provided herein. The term of this Agreement will be shortened to end on the date Municipality recovers from tax increment financing and pays off all of its debt incurred as a result of this Project. Municipality will notify Developer when its debt has been recovered and paid and upon such notification, this Agreement will terminate. Attached hereto as Attachment No. 4 is a Tax Increment Cash Flow Pro Forma which indicates the forecast of the term of this Agreement. Attachment No. 4 is attached to aid the parties to this Agreement, and forecast the ending date of this Agreement, but is not binding upon the parties because certain assumptions are made therein which cannot be accurately predicted. Assumptions made are useful as planning tools only.

V. Non-Assignability. The rights and obligations contained in this document are non-assignable without written approval of both parties; provided, however, that Developer may transfer the rights and obligations contained in this document to any entity controlling, controlled by or under common control with Developer without approval from Municipality. All obligations of Developer under this Agreement will be assumed by any transferee of Developer's interest in the property which is the subject of this Agreement.

VI. Complete Agreement. This Agreement represents the complete agreement of the parties and may be amended only by writing signed by all parties.

- VII. Severability. In the event any single term in this document is found to be illegal or unenforceable, the remaining terms of this document shall be given full force and effect by the court.
- VIII. Applicable Law. It is understood and agreed that the terms and conditions of this Agreement shall be ruled by the laws of the State of Wisconsin and that in the event of a dispute, venue for all parties shall lie in Rock County, Wisconsin.
- IX. Successors. This Agreement shall run with the land which is the subject of this Agreement and shall be binding upon the heirs, personal representatives, successors and assigns of the Parties to this Agreement.
- X. Default. The City Administrator of Municipality is hereby designated as the individual on behalf of the Municipality, who shall provide written notice of default on the part of the Developer under the terms of this Agreement. In the event that any party shall default in the performance of any of its obligations under the terms of this Agreement, any non-defaulting party shall forward written notice to the defaulting party outlining such default. The defaulting party shall then have thirty (30) days to cure such default after the giving of such notice, except that the cure period shall be extended to a reasonable time to cure any default that can not reasonably be cured within the 30-day period, providing the defaulting party has commenced to cure within the 30-day period and diligently pursues a cure at all times thereafter until the default is cured. In the event of a failure to cure such default within such 30-day period, any non-defaulting party may pursue any of its rights hereunder, at law or equity.

DEVELOPER:  
(NAME)  
By:

\_\_\_\_\_

Date: \_\_\_\_\_

GUARANTOR:  
(NAME)

\_\_\_\_\_

Date: \_\_\_\_\_

CITY OF MILTON

By:

---

Jerry Schuetz  
City Administrator

Attest:

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Michelle Ebbert  
Clerk

MAS/CityofMilton/Agreements/DevelopmentAgreement5-13-13



## OFFICE OF THE CITY ADMINISTRATOR

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**To:** Interested Developers in City of Milton Shovel Ready Sites  
**From:** Jerry Schuetz, City Administrator  
**Date:** June 13<sup>th</sup>, 2013  
**Cc:** James Otterstein, Rock County Planning and Economic Development Manager  
**Subject:** Price per acre for City of Milton shovel ready sites

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The City of Milton owns multiple shovel ready designated sites that are prepared for development. The City offers a variety of financial incentives for economic development utilizing Tax Incremental Financing (TIF) district increment as a way to exchange valued land for development in exchange for property value created within the district.

The exchange rate we typically use is that of for every \$300,000 of assessed value guaranteed in a development agreement, the City will exchange 1 acre of land for the cost of \$1 (we are required by law to charge a nominal fee, with an illustrated example that a project that would create \$3,000,000 worth of assessed value in our City would be eligible for 10 acres of land for the cost of \$1).

Some projects have a desire not to utilize these incentives, and for those interested in a straight cash transaction. The price per acre for any of our shovel ready designated sites has been agreed upon by the City and private property owners to be \$30,000 per acre.

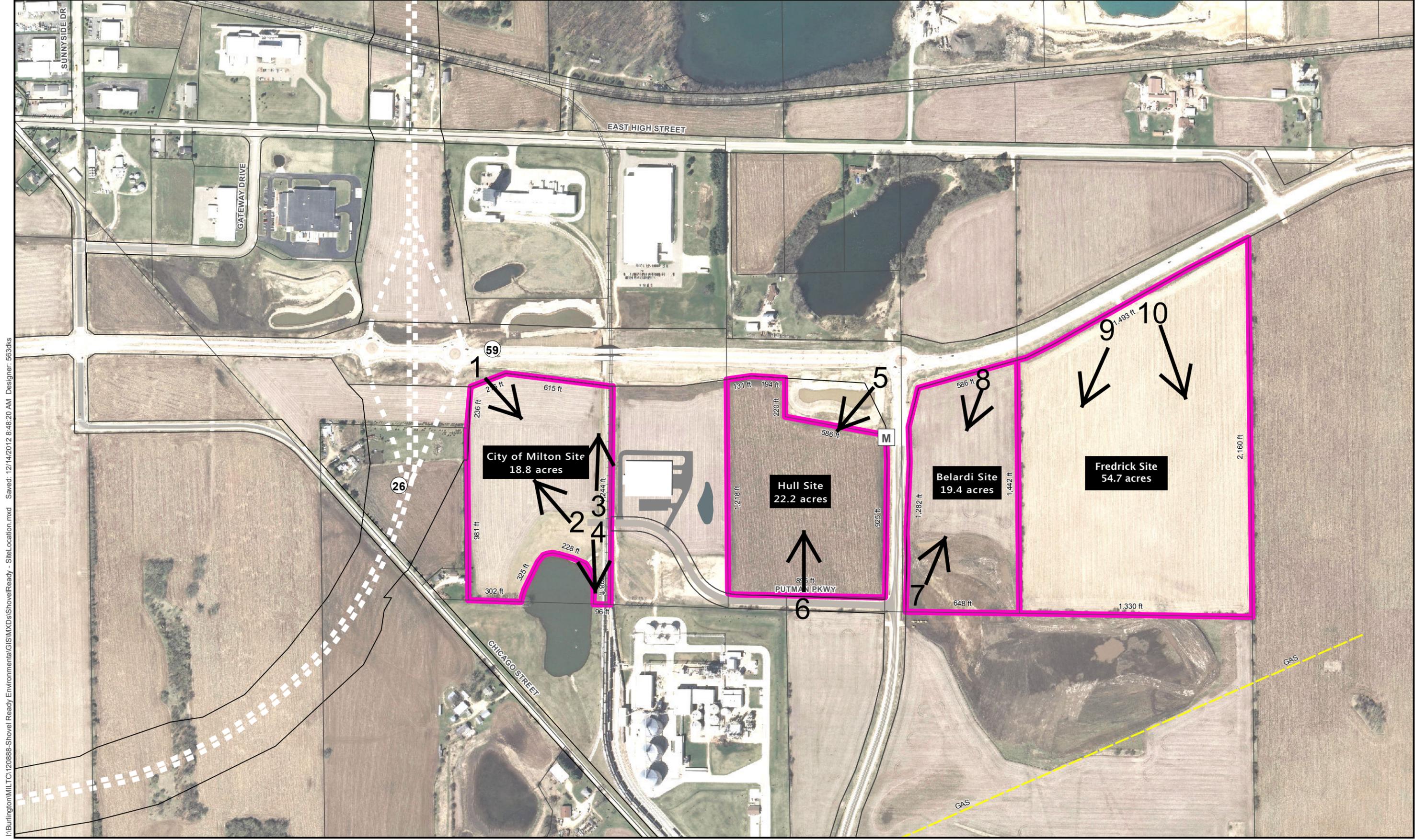
Our Mayor, City Council and our staff are all committed to working out development agreements that are mutually beneficial to the City and prospective businesses who seek to call Milton home. The prices for shovel ready designated sites, coupled with TIF District incentives make it affordable for businesses to locate or expand in our Crossroads business park, and we believe you will find the City's price per acre in our Crossroads Business Park to be among the most competitive in the regional market.

If you have any questions about this letter please feel free to contact me directly at 608-868-6900 or via e-mail at [jschuetz@milton-wi.gov](mailto:jschuetz@milton-wi.gov)

Sincerely,

*Jerry Schuetz*

-Jerry Schuetz  
City Administrator  
City of Milton



I:\Burlington\MIL\TC\120888-Shovel Ready Environmental\GIS\MXDs\ShovelReady - SiteLocation.mxd Saved: 12/14/2012 8:48:20 AM Designer: 563dks

Source(s): -

**NORTH** ↑

1" = 500'

0 250 500 1,000 Feet

# EXHIBIT 5 - SITE PHOTO LOCATIONS

Shovel Ready Site Designation  
City of Milton, WI

EXHIBIT 6

# Site Photos

December 5, 2012



Figure 1: City of Milton Site, Looking Southeast



Figure 2: City of Milton Site, Looking Northwest



Figure 3: City of Milton Site, Looking North



Figure 4: City of Milton Site, Looking South



Figure 5: Hull Site, Looking Southwest



Figure 6: Hull Site, Looking North



Figure 7: Belardi Site, Looking Northeast



Figure 8: Belardi Site, Looking Southeast



Figure 9: Fredrick Site, Looking Southwest



Figure 10: Fredrick Site, Looking Southeast

# EXHIBIT 7 ZONING MAP CITY OF MILTON, WISCONSIN



- ZONING DISTRICTS**
- A-1 AGRICULTURAL DISTRICT 1
  - A-2 AGRICULTURAL DISTRICT 2
  - B-1 LOCAL BUSINESS DISTRICT
  - B-2 LARGE SCALE COMMERCIAL DISTRICT
  - B-3 CENTRAL BUSINESS DISTRICT
  - C-1 LOWLAND CONSERVANCY DISTRICT
  - C-2 HIGHLAND CONSERVANCY DISTRICT
  - M-1 LIGHT INDUSTRIAL DISTRICT
  - M-2 INDUSTRIAL DISTRICT
  - M-R RESTRICTED INDUSTRIAL DISTRICT
  - R-1 RESIDENTIAL DISTRICT 1
  - R-2 RESIDENTIAL DISTRICT 2
  - R-3 RESIDENTIAL DISTRICT 3
  - R-4 RESIDENTIAL DISTRICT 4
  - PUD PLANNED UNIT DEVELOPMENT
  - S-P SPECIAL PURPOSE DISTRICT

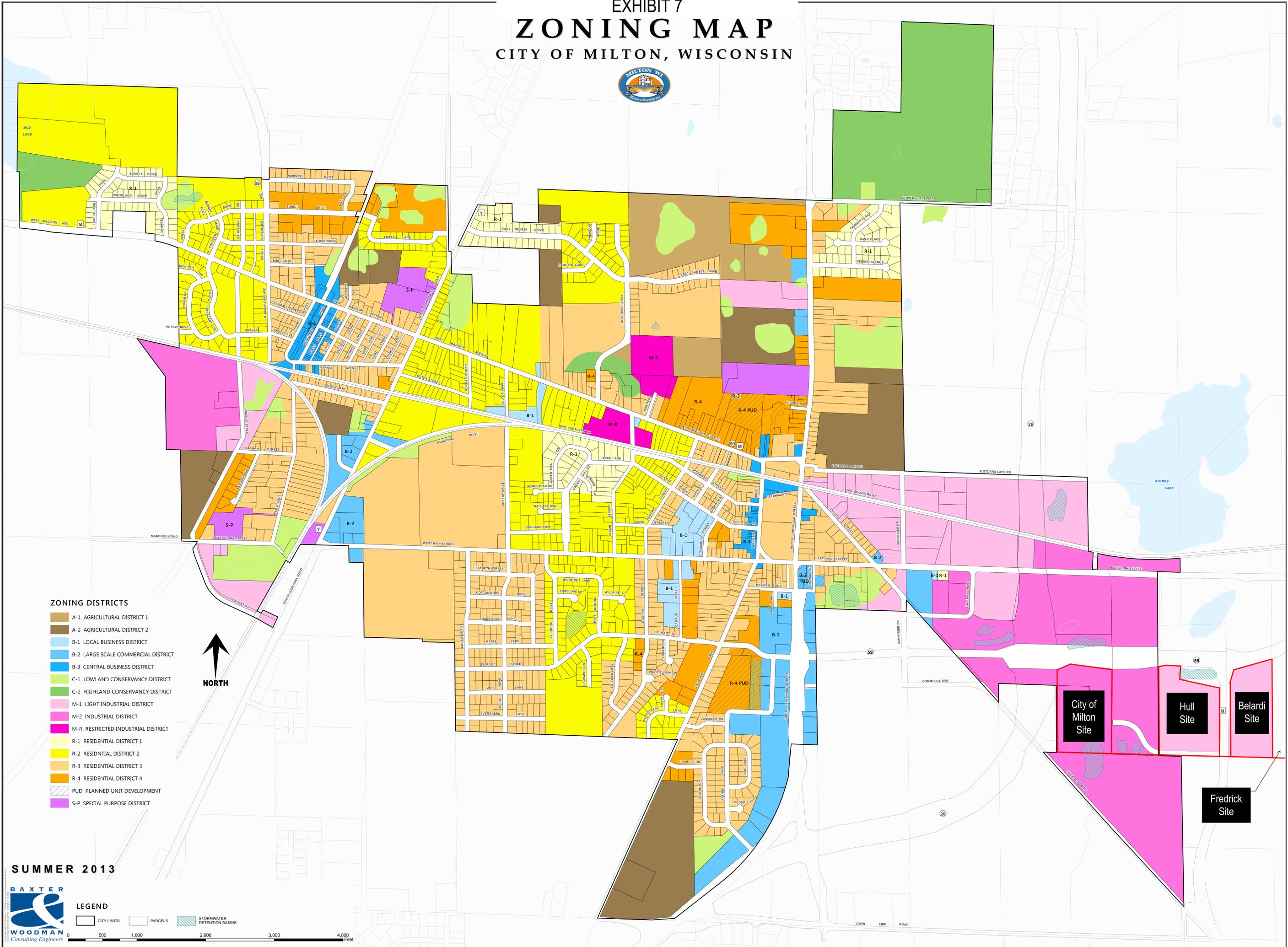


SUMMER 2013



LEGEND

- CITY LIMITS
- PARCELS
- STORMWATER DETENTION BASINS



**Milton, Wisconsin, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 78 - ZONING >>  
ARTICLE III. - DISTRICT REGULATIONS >> DIVISION 14. - GENERAL INDUSTRIAL DISTRICT (M-2) >>**

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**DIVISION 14. - GENERAL INDUSTRIAL DISTRICT (M-2)** [98]

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[Sec. 78-841. - Purpose and intent.](#)

[Sec. 78-842. - General conditions.](#)

[Sec. 78-843. - Permitted uses.](#)

[Sec. 78-844. - Conditional uses.](#)

[Sec. 78-845. - Area requirements.](#)

[Sec. 78-846. - Maximum building height.](#)

[Sec. 78-847. - Green area.](#)

[Sec. 78-848. - Off-street parking and loading.](#)

[Secs. 78-849—78-870. - Reserved.](#)

**Sec. 78-841. - Purpose and intent.**

The purpose of the M-2 district is to provide a means of obtaining the economic and industrial goals and objectives of the city's comprehensive plan. The M-2 district is intended to provide for and accommodate those industrial activities which may produce moderate nuisances or hazards that are relatively remote from residential districts.

*(Code 1968, § 9.39A(1); Ord. No. 310, § 23, 7-6-2010)*

**Sec. 78-842. - General conditions.**

- (a) Residential uses in the M-2 district are prohibited except for watchman quarters. Retail sales are prohibited except if incidental to the primary permitted industrial use.
- (b) All uses in the M-2 district shall be conducted in such a manner so as not to exceed the standards established in Wisconsin Administrative Code (WAC), as it may be amended from time to time, as the WAC relates to noise, dust, fumes, gases, odors, and storage of chemicals and flammable liquids.

*(Code 1968, § 9.39A(2))*

**Sec. 78-843. - Permitted uses.**

Permitted uses in the M-2 district are as follows:

- (1) Any permitted use in the M-1 district shall be a permitted use in the M-2 zoning district.
- (2) Use and storage of hazardous substances which are below the threshold quantity as defined by Wis. Stats. § 166.20(6), as amended.
- (3) Production and storage of ethanol, and all accessory uses thereto, shall be a permitted use in the M-2 district, and shall not be subject to any of the conditional use requirements in this chapter or to subsection (2) above.

*(Code 1968, § 9.39A(3); Ord. No. 233, 2-7-2006)*

**Sec. 78-844. - Conditional uses.**

The following conditional uses shall be permitted in the M-2 zoning district only after the issuance of

a conditional use permit under division 3, article II of this chapter:

- (1) Chemical manufacture which may include receiving, storing, handling, processing, manufacturing, wholesaling, warehousing and shipping of gaseous, liquid and/or solid substances, materials and products, some of which may be flammable and/or toxic; office facilities for the administrative and marketing and sales staffs of the business; and accessory uses and activities customarily incidental to such uses.
- (2) Fertilizer handling, storage and distribution.
- (3) Concrete products casting.
- (4) Motor freight terminals.
- (5) Railroad freight terminals.
- (6) Storage of petroleum products.
- (7) Restaurants or commercial uses if they are incidental to a permitted industrial use.
- (8) Microwave or communication towers.
- (9) Warehousing, storage, wholesaling of flammable gases, liquids or toxic materials.
- (10) Any conditional use permitted in M-1 conditional uses.
- (11) All new buildings in excess of 50 feet in height.

(Code 1968, § 9.39A(4))

### **Sec. 78-845. - Area requirements.**

Area requirements in the M-2 district are as follows:

- (1) Minimum lot size: 2½ acres.
- (2) Minimum frontage on a public road: 100 feet.
- (3) Minimum lot width at the building setback: 100 feet.
- (4) Front yard setback: 50 feet (75 feet if parking is allowed in a front yard).
- (5) Rear yard setback: 40 feet (75 feet when adjoining a residential district).
- (6) Corner lot setback: 50 feet (50 feet when adjoining a residential district).
- (7) Side yard setback: 20 feet (75 feet when adjoining a residential district).

(Code 1968, § 9.39A(5)(A)—(G))

### **Sec. 78-846. - Maximum building height.**

There is no maximum building height in the M-2 district, but over 50 feet as a conditional use.

(Code 1968, § 9.39A(5)(H))

### **Sec. 78-847. - Green area.**

Not less than 20 percent of a lot in the M-2 district shall be permanently set aside, planted and maintained as a green area.

(Code 1968, § 9.39A(5)(I))

### **Sec. 78-848. - Off-street parking and loading.**

Off-street parking and loading spaces in the M-2 district shall be provided as required in divisions 3 and 4, article IV of this chapter.

(Code 1968, § 9.39A(5)(J))

**Secs. 78-849—78-870. - Reserved.**

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**FOOTNOTE(S):**

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<sup>(98)</sup> **Cross reference**— *Businesses, ch. 14.* [\(Back\)](#)

**Milton, Wisconsin, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 78 - ZONING >>  
ARTICLE III. - DISTRICT REGULATIONS >> DIVISION 21. - DO DESIGN OVERLAY DISTRICT >>**

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## **DIVISION 21. - DO DESIGN OVERLAY DISTRICT**

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[Sec. 78-1032. - Purpose and intent.](#)

[Sec. 78-1033. - Permitted and conditional uses.](#)

[Sec. 78-1034. - Site preparation requirements.](#)

[Sec. 78-1035. - Building placement and size requirements.](#)

[Sec. 78-1036. - Access, circulation, and parking requirements.](#)

[Sec. 78-1037. - Landscaping and screening requirements.](#)

[Sec. 78-1038. - Building design.](#)

[Sec. 78-1039. - Building materials and colors.](#)

[Sec. 78-1040. - Signage.](#)

[Sec. 78-1041. - Compliance and enforcement.](#)

### **Sec. 78-1032. - Purpose and intent.**

The purpose of the DO design overlay district is to provide for areas of the city in which special attention will be paid to building and site design to create an attractive business and living environment, enhance highly visible parts of the city, and contribute to the city's desired character as expressed in the city's comprehensive plan. As an overlay district, wherever the DO district is mapped on the city's zoning map, both the standards applicable to the underlying base zoning district (e.g., B-2, M-1) and to the DO overlay zoning district shall apply.

*(Ord. No. 210, § 4(1), 3-1-2005)*

### **Sec. 78-1033. - Permitted and conditional uses.**

[Permitted and conditional uses shall be] as provided in the underlying zoning district.

*(Ord. No. 210, § 4(2), 3-1-2005)*

### **Sec. 78-1034. - Site preparation requirements.**

- (a) Modifications to pre-existing landforms, terrain, and vegetation shall be minimized. Site grading shall reflect the natural contours of the land and the contours of adjacent properties. Abrupt or unnatural appearing grading design shall not be permitted. Created slopes shall be no steeper than three vertical feet for every one horizontal foot.
- (b) Where a retaining wall is necessary, it shall be designed to not exceed eight feet in total height, shall be set back from lot lines, and shall be constructed with stone or masonry. Terracing shall be considered as an alternative to the use of tall or prominent retaining walls, particularly in highly visible areas on hillsides. Terraces within staggered retaining walls shall be at least four feet in width and landscaped.

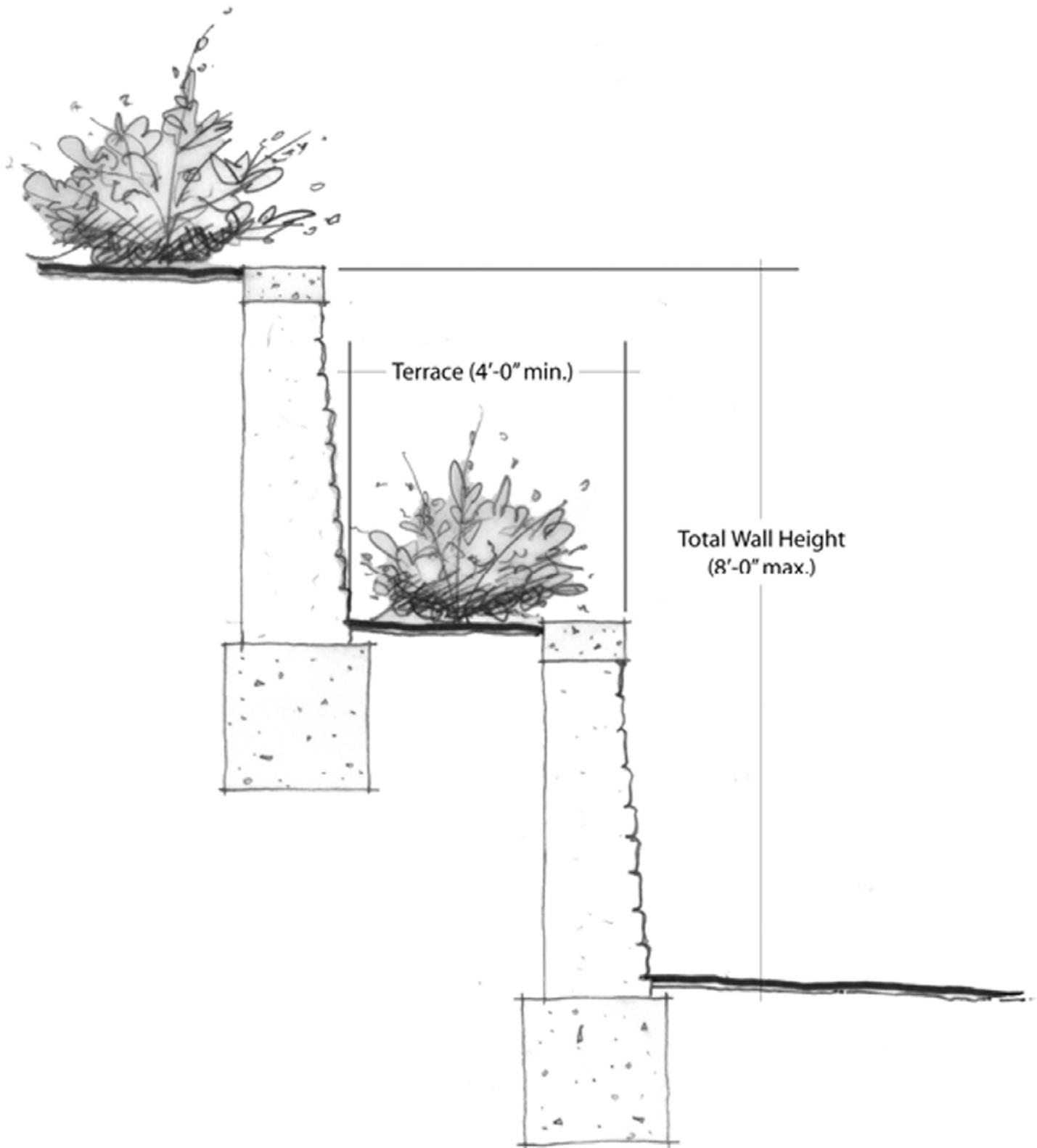


Figure [78-1034](#). Appropriate Retaining Wall Design

- (c) Stormwater management facilities, such as basins and conveyance routes, shall be located, designed, and landscaped to be an integral and attractive part of the site, with an emphasis on curvilinear shapes and natural edge vegetation.
- (d) The site plan shall be designed to preserve a majority of existing high-quality, mature, healthy, non-plantation trees and woodlands. Mature trees are trees with a diameter at breast height (DBH)

of over 12 inches, and woodlands are non-plantation, continuous wooded areas where at least 50 percent of the trees meet this DBH standard. Such trees and woodlands shall be included in the site plan submittal under [section 78-271](#). The plan commission may allow for credit against the landscaping requirements in [section 78-1291](#) for preserved mature trees and woodlands.

- (e) Trees identified for preservation on the approved site plan shall be protected during construction with barrier fencing installed near the drip line. If a tree or woodland designated for preservation is, in fact, removed or substantially damaged during site clearing, grading, or construction, the property owner shall replace the removed or damaged tree with a new tree of similar specie or with a specie native to Rock County, and with a minimum DBH of three inches.

*(Ord. No. 210, § 4(3), 3-1-2005)*

### **Sec. 78-1035. - Building placement and size requirements.**

- (a) Building placement on a site shall appropriately relate to surrounding developments and public streets, creating a cohesive visual flow from the street. Building facades shall be oriented parallel to the primary abutting street.
- (b) Buildings shall be oriented so that building entries, office areas, and pedestrian amenities are on the side(s) of the building most in public view. Entrances shall be clearly identifiable and accessible from the public right-of-way and parking lots.
- (c) Deep building setbacks behind large expanses of parking lot or vacant land shall be avoided.
- (d) For development sites abutting a rail line, public entrances and offices shall be oriented towards the public roadway, with the service, loading, and storage operations oriented towards the rail line.
- (e) Within multi-occupant projects, linear "strip commercial" development patterns, such as depicted in the "undesirable design" graphic in Figure [78-1035](#), shall be avoided. Buildings shall instead be arranged and grouped so that their orientation complements adjacent, existing development; frames adjacent street intersections and parking lots; features pedestrian and/or vehicle access ways and spaces; and properly considers the arrangement of parking lots, gathering spaces, and other site amenities.

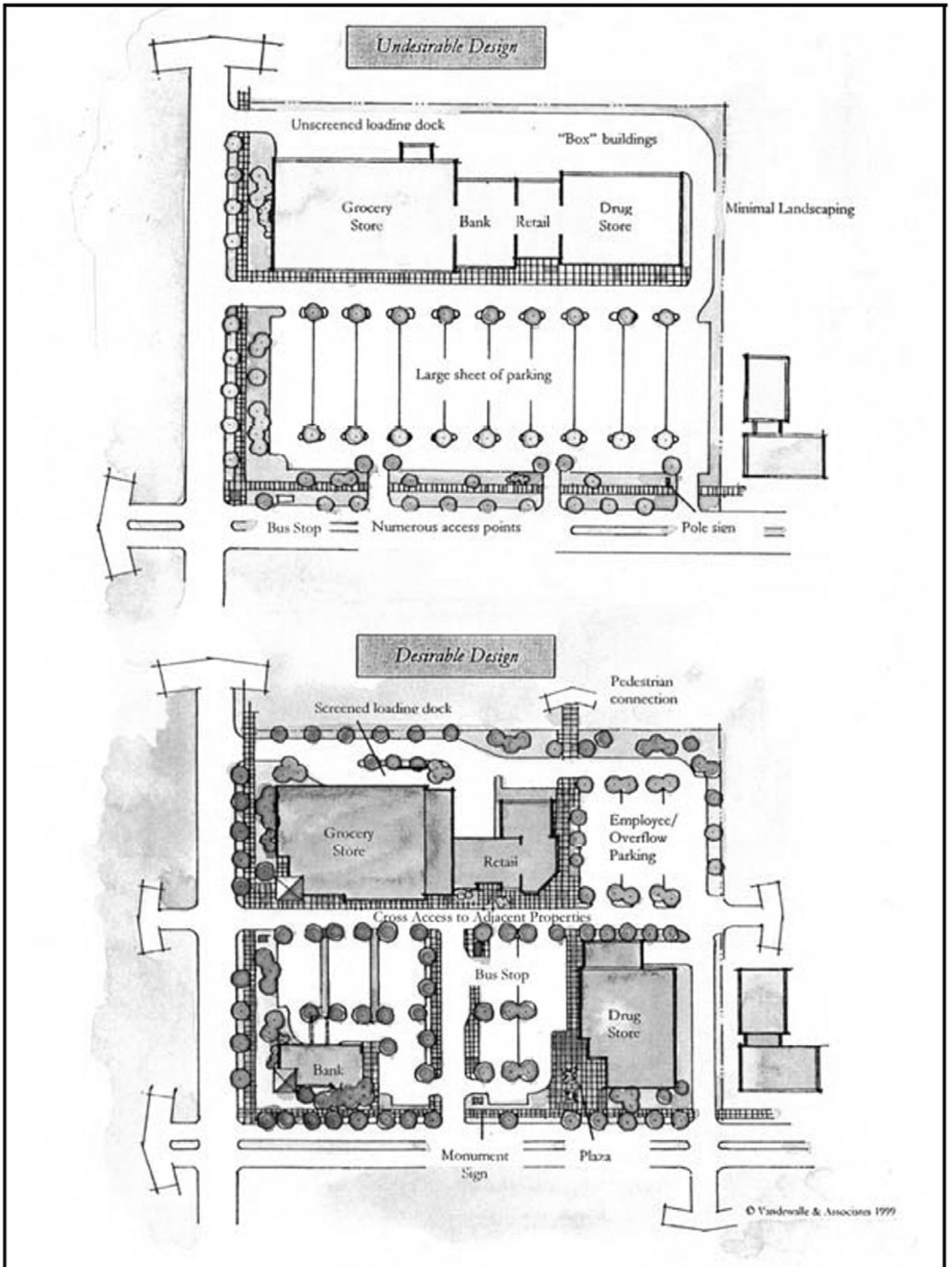


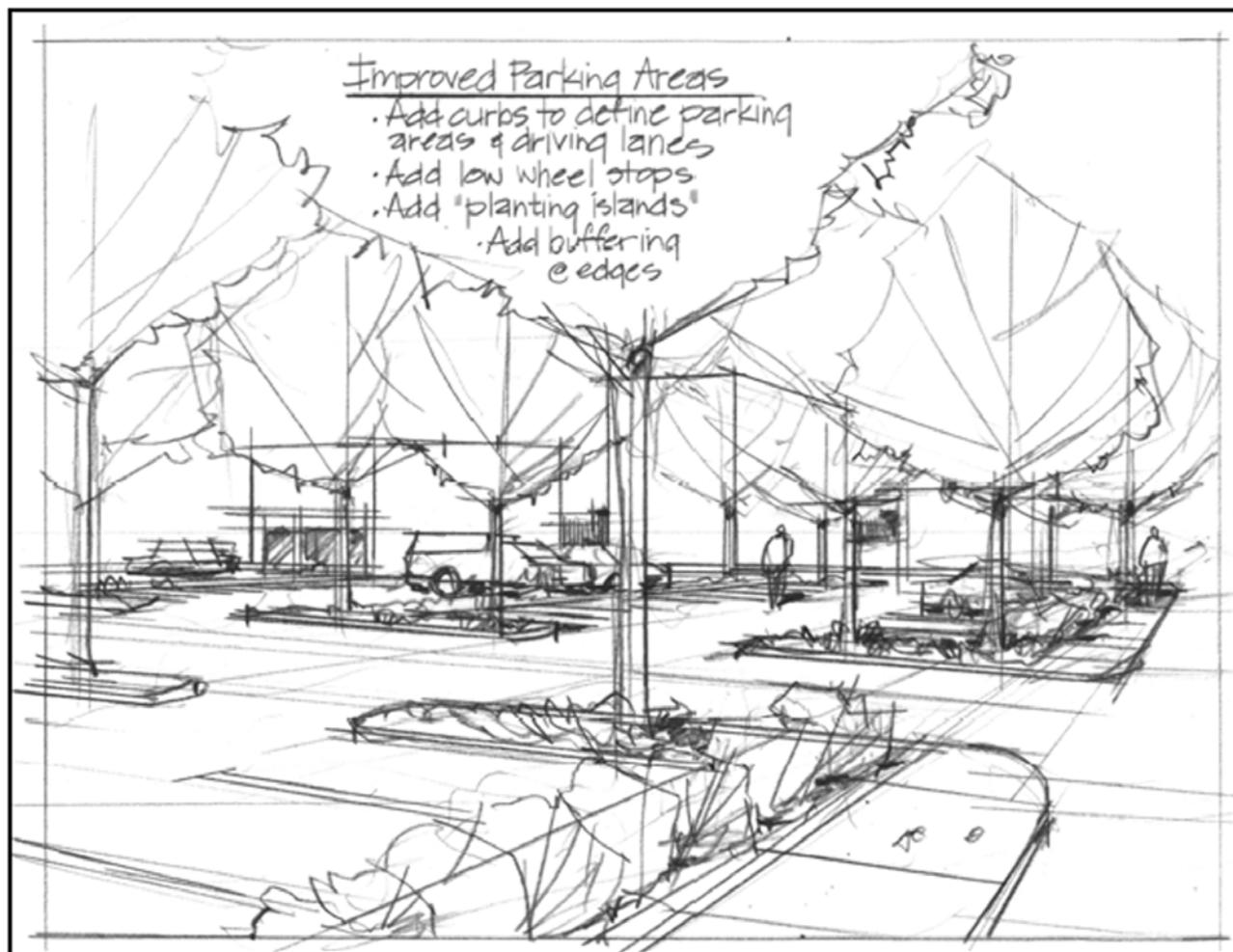
Figure [78-1035](#). Appropriate Building Orientation For Multi-Occupant Projects

- (f) Where necessary to achieve a desired character in the area of a particular mapped DO district, the plan commission may establish a maximum building floor area or footprint within that mapped district.  
(Ord. No. 210, § 4(4), 3-1-2005)

**Sec. 78-1036. - Access, circulation, and parking requirements.**

- (a) The project shall provide safe, efficient, and convenient vehicular and pedestrian access and circulation patterns between buildings within the site; to adjacent sites; to the public right-of-way, sidewalks, and path network; and to accommodate access requirements of emergency vehicles.
- (b) The number, location, and length of vehicle access driveways to the public right-of-way shall be subject to the approval of the governmental agency with jurisdiction and the standards in sections [78-1141](#) and [78-1234](#)
- (c) Internal vehicle circulation patterns shall provide clear and direct driveways to the main customer and employee entrances of the principal building, to outlot sites, and to on-site and adjacent parking lots. Placement of parking spaces directly on such driveways shall be minimized.
- (d) To the extent practical, connections between adjacent development sites shall be provided through cross-access driveways and walkways. The city may require cross access easements to ensure that such adjacent parcels are assured permanent access.
- (e) A system of walkways shall provide direct access and connections to and between building entrances, parking lots, and sidewalks and paths in public rights-of-way or adjacent properties. Where walkways cross vehicular routes, striping or other appropriate markings shall be provided to improve visibility and safety. Convenient bicycle parking lots and facilities shall be provided, such as a bicycle rack close to the main customer and/or employee entrance.
- (f) Circulation provisions in this subsection shall not preclude the enclosure of all or parts of sites with fencing or gates where necessary for legitimate security purposes.
- (g) A minimum of 50 percent of parking spaces shall be installed in places other than between the front facade of the principal building and the primary abutting public street, unless additional buildings in a multi-building development will be located between the principal building and the public street.
- (h) All parking lots located along street yards shall comply with the normal setback for a principal building in the underlying zoning district and shall meet other applicable front/street yard setback requirements in [section 78-1173](#). All parking lots shall also be set back at least five feet from any rear or interior side lot line, except for shared parking lots between properties.
- (i) For parking lots serving industrial land uses, there shall be landscaped islands or peninsulas at the ends of all parking rows for both aesthetic purposes and to separate parking lots from main driveways. For all other non-residential land uses, there shall additionally be one landscaped island for every 20 parking spaces in a row. Each island or peninsula shall have a minimum size of 200 square feet and planted with at least one tree.

Figure [78-1036](#). Example of Driveway Entrance Configuration and Parking Lot Islands



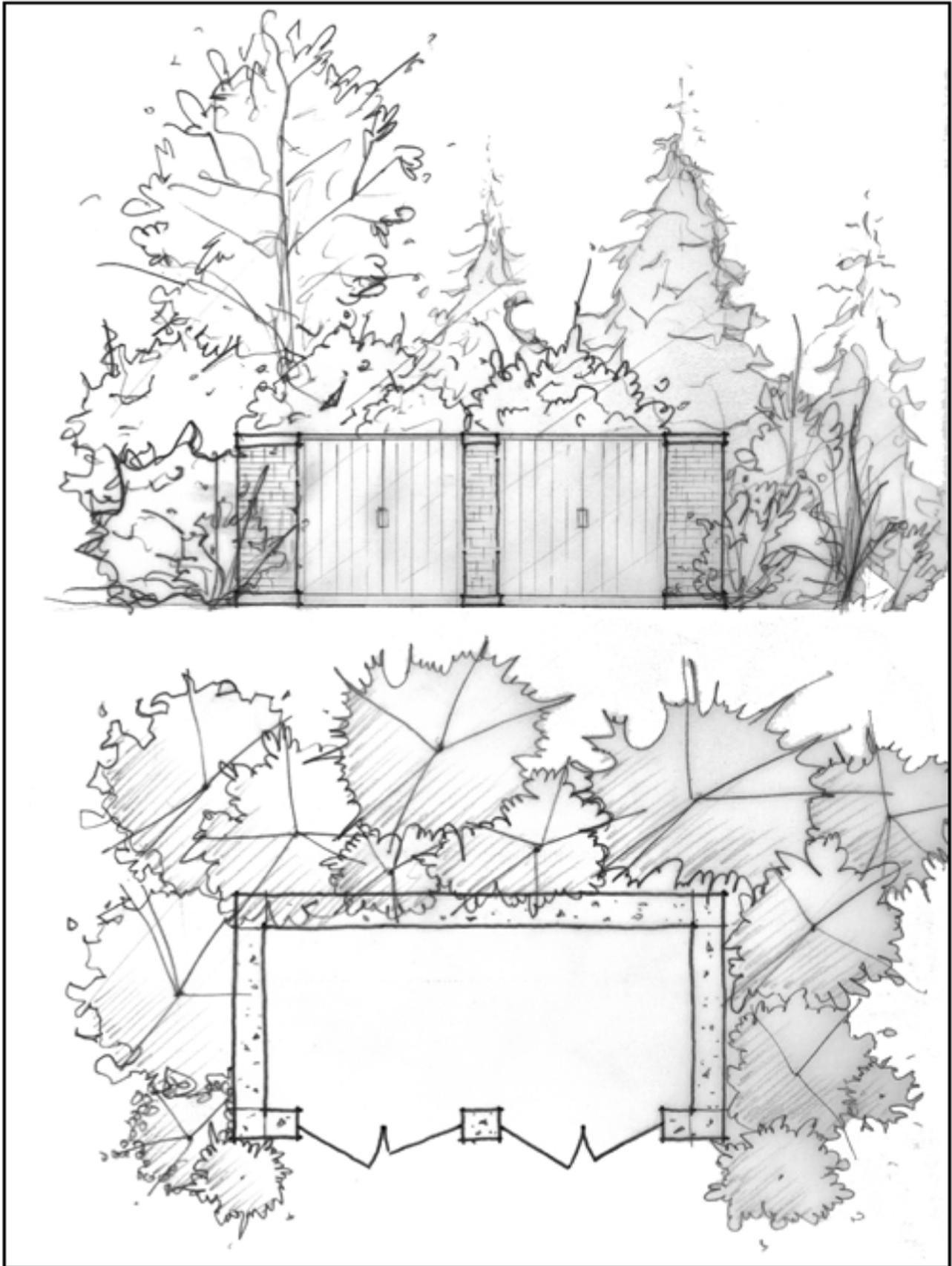
- (j) Within each design overlay district, the plan commission may vary the normal city public street width standards in section 66-61, Design overlay, of the City Code of Ordinances if necessary to achieve desirable circulation patterns or design objectives for the district.

(Ord. No. 210, § 4(5), 3-1-2005)

### Sec. 78-1037. - Landscaping and screening requirements.

- (a) Landscaping shall be installed and maintained in accordance with [section 78-1291](#). Lighting shall be installed in accordance with [section 78-1111](#)
- (b) Landscape species that are native to the region and comply with the city's desired landscape design theme for the area shall be emphasized. Effective use of earth berms, existing topography, and pre-existing, high-quality vegetation is also encouraged.
- (c) Yards abutting the STH 26 bypass, the STH 59 realigned highway, and Janesville Street on the city's east side shall be emphasized for landscape plantings. Outdoor storage areas shall be discouraged in such yards, in order to maintain a high-quality appearance of development sites from these highways.
- (d) Outdoor display areas and outdoor storage areas shall meet all the standards in [section 78-212](#) related to such uses. Materials, colors, design of screening walls and/or fences for such areas shall be compatible with the predominant materials, colors, and design of the principal building.
- (e) Trash dumpsters shall be enclosed and screened in accordance with [section 78-1081](#), shall not be located in a minimum required street yard, and shall be integrated into the architecture of the building where abutting the STH 26 bypass.

Figure [78-1037](#). Appropriate Dumpster Enclosure and Landscaping



- (f) Loading areas shall be sited and design in accordance with [section 78-1261](#). A combination of elements, including berms, walls, and landscape plantings, shall be utilized to screen loading areas from public rights-of-way and abutting lots. Screening materials shall be the same as, or of equal

quality to, the materials used for the principal building and overall site landscape plan.

- (g) Areas for overnight outdoor semi-truck, semi-trailer, and construction vehicle parking shall be sited to minimize their visibility from abutting public rights-of-way or lots.
- (h) All new local electrical, telephone, and similar utility services shall be placed underground, unless the public or private utility with jurisdiction identifies a satisfactory reason for above-ground siting related to public safety or practical difficulty.
- (i) Maximum fence and wall height shall be eight feet, unless a taller height is determined necessary by the plan commission to provide adequate screening. Walls and fences shall be constructed of high quality materials, such as decorative blocks, brick, stone, treated wood, and wrought iron. Barbed wire shall not be permitted. Chain link fencing is discouraged. Fences and walls shall be set back from the property line to allow landscaping with turf, shrubs, and/or trees. Breaks in a fence or wall may be required to provide pedestrian connections.

*(Ord. No. 210, § 4(6), 3-1-2005)*

### **Sec. 78-1038. - Building design.**

- (a) Building style is not restricted. Corporate identity may be apparent yet reserved in its display. Building style or theme shall be continued on all exposed exterior building surfaces, other principal buildings on the same site in multiple-building projects, and accessory buildings.
- (b) Architectural themes, design elements, and detailing shall be continued on all sides of a building through the use of compatible building materials and designs.
- (c) Buildings shall be designed so that their height and scale is compatible with those features in surrounding buildings, or at least provides appropriate transitions.
- (d) Building facades should be varied by using different but complementary colors, material arrangements, wall setbacks (staggered facades), rooflines, and/or windows. Building facades that both face a public right-of-way and are greater than 100 feet in length shall be broken up by architectural details.
- (e) For buildings with footprints over 50,000 square feet, various techniques shall be used to reduce apparent scale and monotony, such as proper use of window patterns, structural bays, articulated entryways, roof overhangs, siding, awnings, moldings, and fixtures; and meet specific standards in [section 78-217](#) for retail and commercial service buildings over 50,000 square feet.
- (f) For multiple building projects, each building shall be designed to create a cohesive visual relationship among all buildings.
- (g) For industrial buildings, portray a quality office appearance at public entries and around public and office spaces.

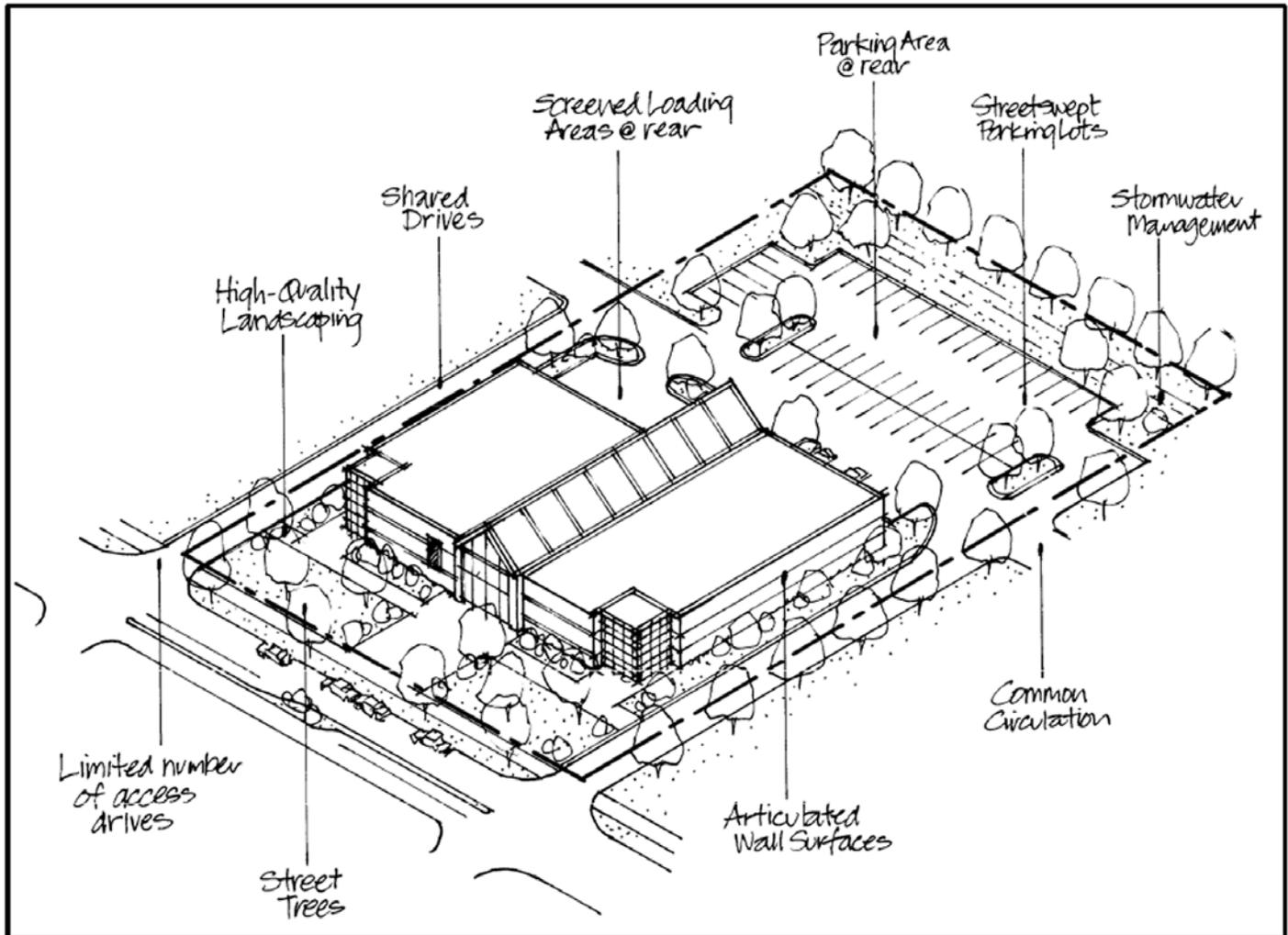


Figure [78-1038](#). Example of Industrial Design Standards

- (h) Nonresidential buildings on lots adjacent to existing or planned residential uses shall be sensitive to their scale and shall incorporate residential design elements, such as pitched roofs, windows, or materials that reflect residential building materials.
- (i) Buildings shall conceal or skillfully integrate loading docks, rollup doors, and wall and roof-mounted mechanical equipment. Roof-mounted mechanicals shall be placed or screened so as to not be visible from abutting public rights-of-way.

(Ord. No. 210, § 4(7), 3-1-2005)

### **Sec. 78-1039. - Building materials and colors.**

- (a) Building materials shall have lasting architectural character, reflected by material strength, durability and quality, and shall compliment existing high-quality buildings in the vicinity.
- (b) Buildings shall incorporate similar or architecturally harmonious materials for all exterior building walls and other exterior building components visible from public rights-of-way.
- (c) The following are preferred building materials for nonresidential building facades: brick, decorative masonry block, cedar siding, stone, architectural pre-cast concrete panels, stone aggregates, exterior insulation and finish system (EIFS), dry-vit, and glass.
- (d) Metal or steel external siding shall be limited to not more than 25 percent of the total exterior building wall surface for principal commercial service and retail buildings, and to 75 percent of the total exterior building wall surface for principal industrial, wholesaling, and distribution buildings. Nonmetal treatments shall be focused along building facades that are visible from public rights-of-way, and

shall be wrapped around adjacent side facades at least 20 feet or to an obvious dividing point.

- (e) Expansion walls on industrial buildings shall be allowed, provided that there is a definitive plan for finishing the building, and appropriate landscaping or other measures to soften the appearance of the expansion wall in the interim period.
- (f) Earth tone colors, such as gray, green, brown, burgundy, and tan are encouraged; florescent, bright, and brilliant colors are discouraged. Standardized prototype and corporate franchise colors may be required to be modified where necessary to contribute to the desired character of the surrounding area and the city.
- (g) Accessory buildings shall be finished with materials and colors complementary to the facades of the principal building.

(Ord. No. 210, § 4(8), 3-1-2005)

### **Sec. 78-1040. - Signage.**

- (a) All signs shall meet applicable requirements in [section 78-1681](#)
- (b) Signs shall be integrated with their surroundings in terms of size, height shape, color, texture, and lighting, with the surroundings including both the rest of the project and other developments and signs in the vicinity.
- (c) Signs and their supporting structures shall relate to the materials and design in the principal building. The area surrounding the bases of all freestanding signs shall be landscaped.
- (d) Wall mounted signs shall be framed to create a clearly defined edge, provide shadow relief, and create a substantial appearance.
- (e) Signs composed of channel letters are encouraged. Back-lit, halo-lit, or reverse pan channel letters are generally desirable for logos and wider individual letters.
- (f) Dark colored backgrounds on signs are encouraged. Stark white or extremely bright background colors—such as bright red, orange or yellow—are discouraged.
- (g) External spot or flood lighting shall be screened from direct view from public rights-of-way, driveways, and adjacent properties, and to avoid spill-over into the night sky.
- (h) Where the city's comprehensive plan identifies an appropriate location for an overall development sign, such as an industrial park sign, the property owner shall provide an easement of a location and size to allow city installation and maintenance of such sign and associated landscape areas. Such signs shall not be counted against the maximum signage allowed for the lot under [section 78-1681](#)

(Ord. No. 210, § 4(9), 3-1-2005)

### **Sec. 78-1041. - Compliance and enforcement.**

- (a) The plan commission may waive or modify any design requirement contained in this section to allow alternative or innovative practices that implement the intent of the original design requirement and provide equivalent public benefits without significant adverse impacts on nearby properties.
- (b) In granting a waiver or modification, the plan commission may require conditions that will satisfy the objectives of the original design requirement and that will mitigate potential adverse impacts on the environment or on adjacent properties.
- (c) The plan commission may require that the property owner submitting a site plan for approval under [section 78-271](#) enter into a development agreement with the city to assure that the provisions of this section and of [section 78-271](#) will be met and that all city-approved plans and conditions are satisfied.
- (d) Enforcement of this section shall be in accordance with sections [78-7](#) and [78-8](#)

(Ord. No. 210, § 4(10), 3-1-2005)



U.S. DEPARTMENT OF THE INTERIOR  
U. S. GEOLOGICAL SURVEY

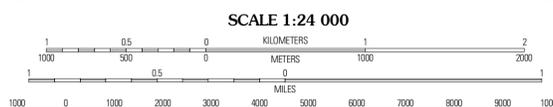
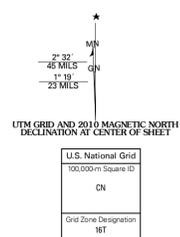


MILTON QUADRANGLE  
WISCONSIN  
7.5-MINUTE SERIES



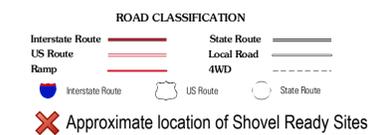
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North American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84). Projection and  
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10 000-foot ticks: Wisconsin Coordinate System of 1983  
(south zone)

Imagery: NAPP, July 2008  
Roads: ©2006-2010 Tele Atlas  
Names: ©2006-2010 Tele Atlas  
Hydrography: National Hydrography Dataset, 2008  
Contours: National Elevation Dataset, 1999



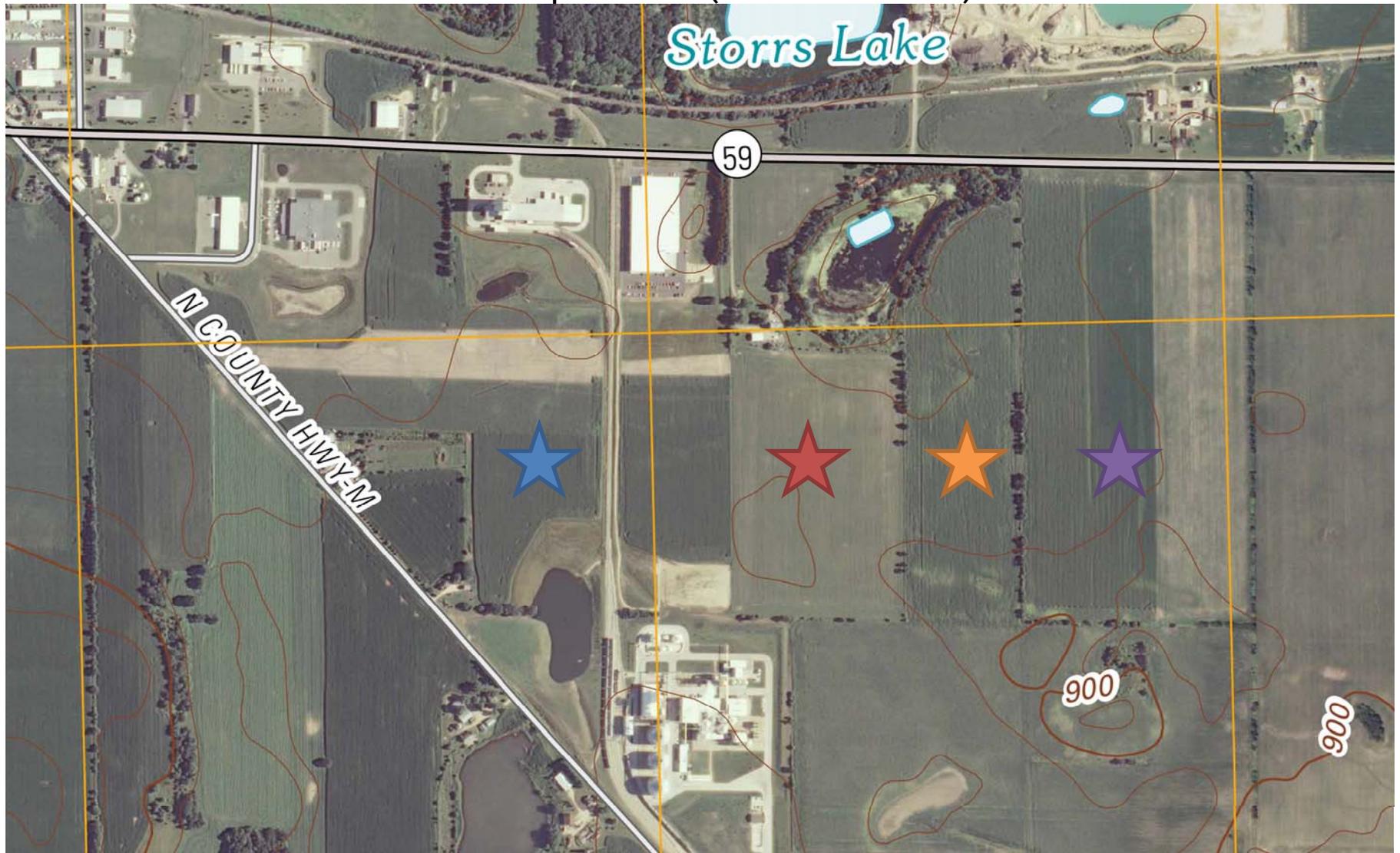
CONTOUR INTERVAL 10 FEET  
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with version 0.5.10 of the  
draft USGS Standards for 7.5-Minute Quadrangle Maps.  
A metadata file associated with this product is draft version 0.5.11



MILTON, WI  
2010

EXHIBIT 11 -  
USGS Map from 2010 (Zoomed in on Sites)

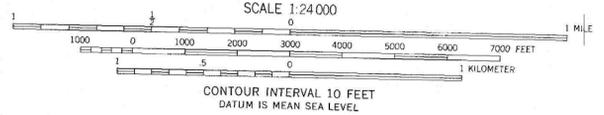
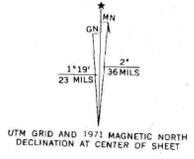


-  Approximate Location of City of Milton Site
-  Approximate Location of Hull Site

-  Approximate Location of Belardi Site
-  Approximate Location of Fredrick Site



Mapped, edited, and published by the Geological Survey  
Control by USGS and USC&GS  
Topography by photogrammetric methods from aerial  
photographs taken 1955. Field checked 1961  
Polyconic projection. 1927 North American datum  
10,000-foot grid based on Wisconsin coordinate system, south zone  
1000-meter Universal Transverse Mercator grid ticks,  
zone 16, shown in blue  
Fine red dashed lines indicate selected fence and field lines where  
generally visible on aerial photographs. This information is unchecked  
Revisions shown in purple compiled from aerial photographs  
taken 1971. This information not field checked  
Map photos inspected 1976  
No major culture or drainage changes observed



**X** Approximate Location of Shovel Ready Sites

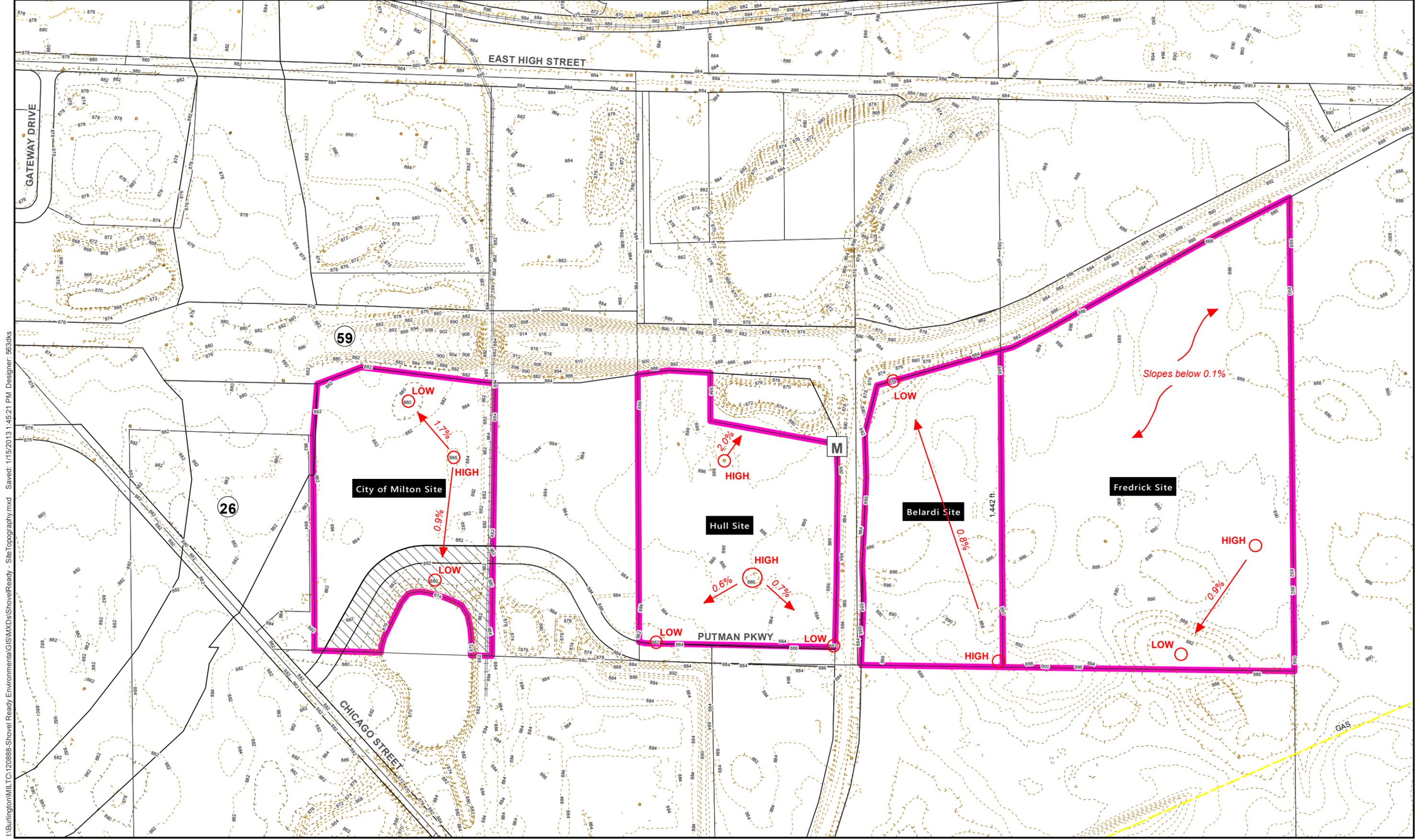


ROAD CLASSIFICATION

Heavy-duty	Light-duty
Medium-duty	Unimproved dirt
State Route	

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS  
FOR SALE BY U.S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092  
AND WISCONSIN GEOLOGICAL AND NATURAL HISTORY SURVEY, MADISON, WISCONSIN 53706  
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

MILTON, WIS.  
SW/4 FORT ATKINSON 15' QUADRANGLE  
N4245-W8852.5/7.5  
PHOTOINSPECTED 1976  
1961  
PHOTOREVISED 1971  
AMS 3269 IV SW-SERIES W661



I:\Burlington\MIL\120888-Shovel Ready Environmental\GIS\MXDs\ShovelReady - SiteTopography.mxd Saved: 1/15/2013 1:45:21 PM Designer: 563dtk

Source(s):

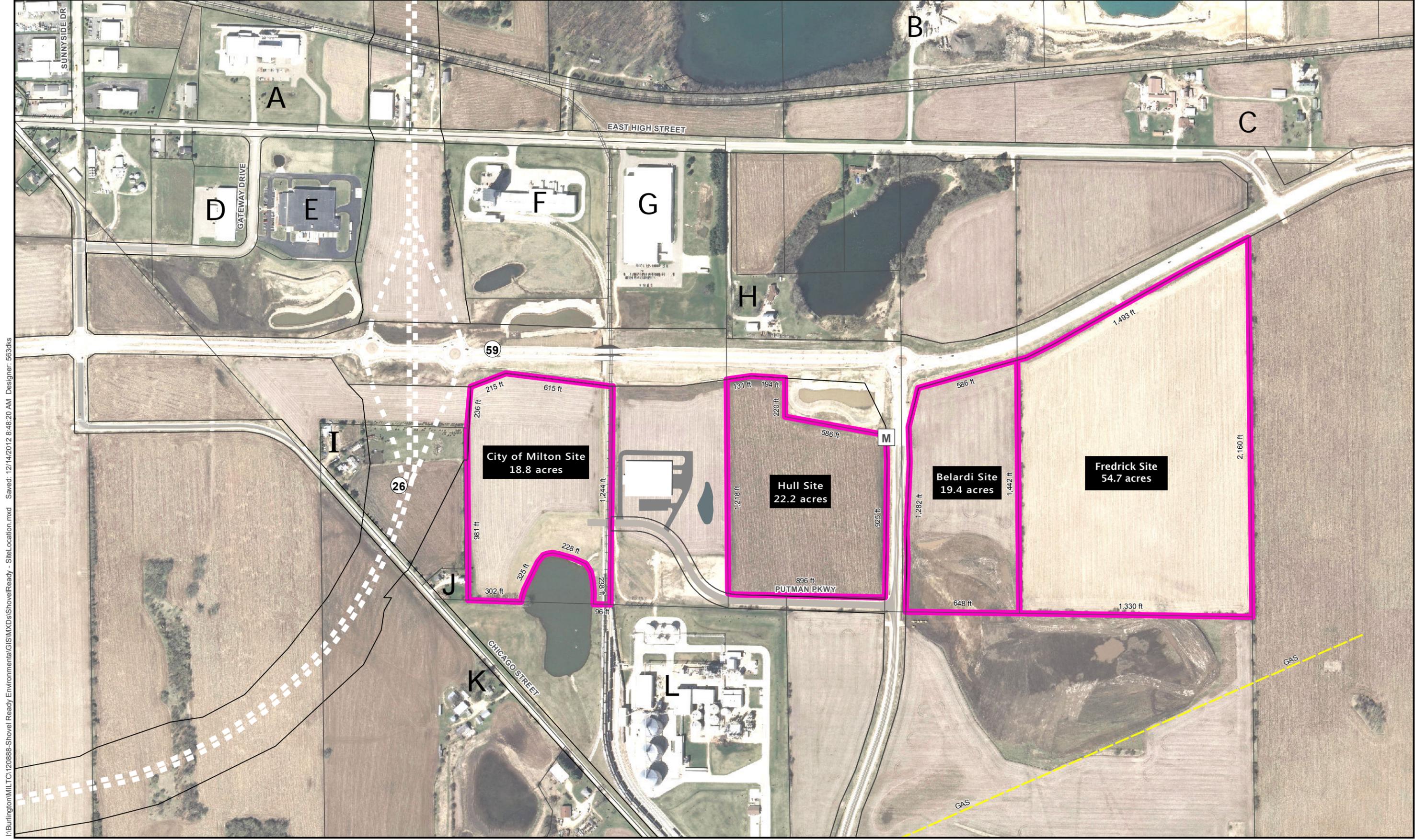
**BAXTER**  
**WOODMAN**  
Consulting Engineers

NORTH ↑

1" = 400'

0 200 400 800 Feet

**EXHIBIT 13 - SITE TOPOGRAPHY**  
Shovel Ready Site Designation  
City of Milton, WI



I:\Burlington\MIL\TC\120888-Shovel Ready Environmental\GIS\MXDs\ShovelReady - SiteLocation.mxd Saved: 12/14/2012 8:48:20 AM Designer: 563dks

Source(s): -

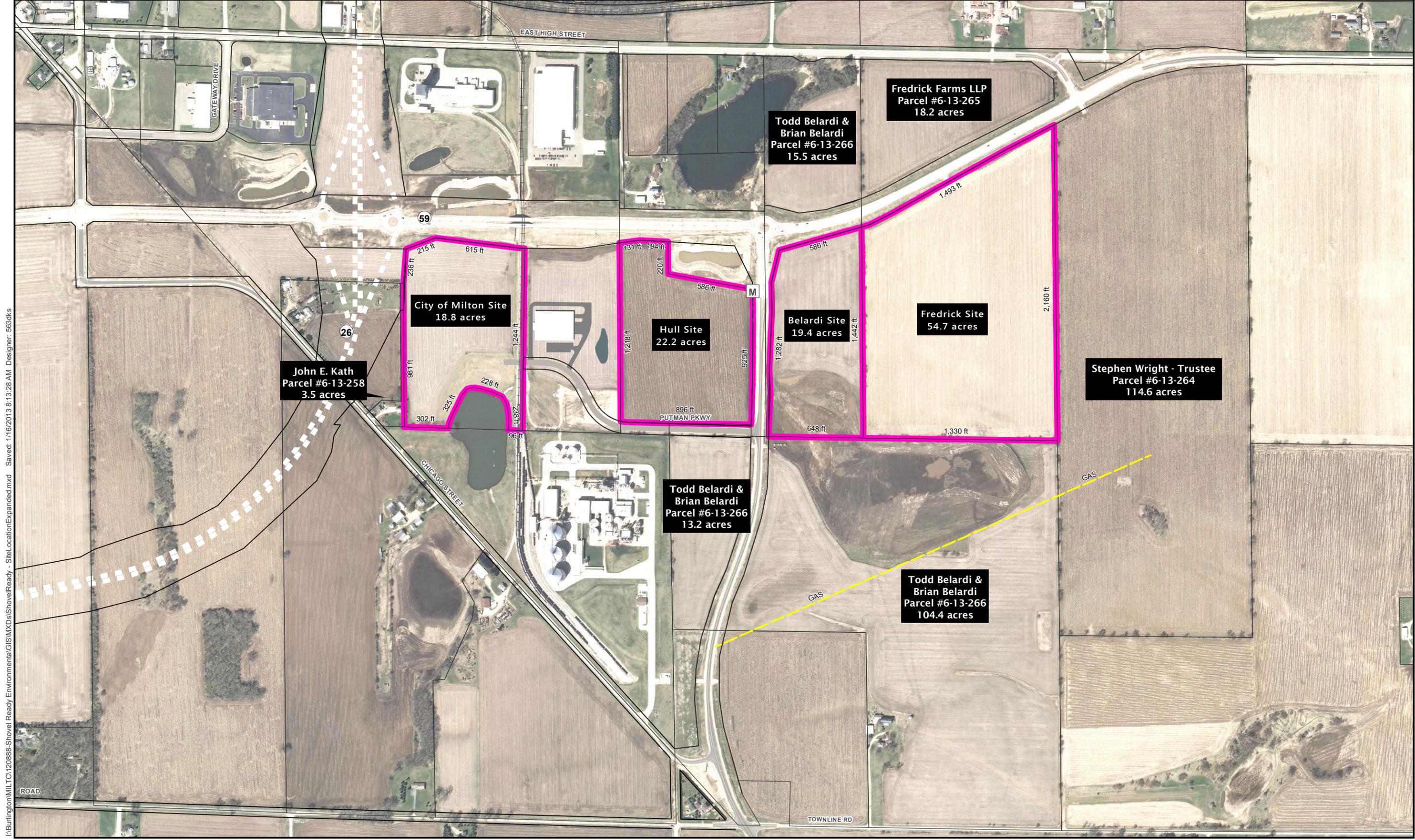
**NORTH** ↑

1" = 500'

0 250 500 1,000 Feet

# EXHIBIT 14 - SURROUNDING LAND USES

Shovel Ready Site Designation  
City of Milton, WI



I:\Burlington\MIL\TC120888-Shovel Ready Environmental\GIS\MapDocs\ShovelReady - SiteLocationExpanded.mxd Saved: 1/16/2013 8:13:28 AM Designer: 563dtk

## EXHIBIT 15 - ADDITIONAL ACREAGE AVAILABLE AT SITES

Source(s): -

NORTH ↑

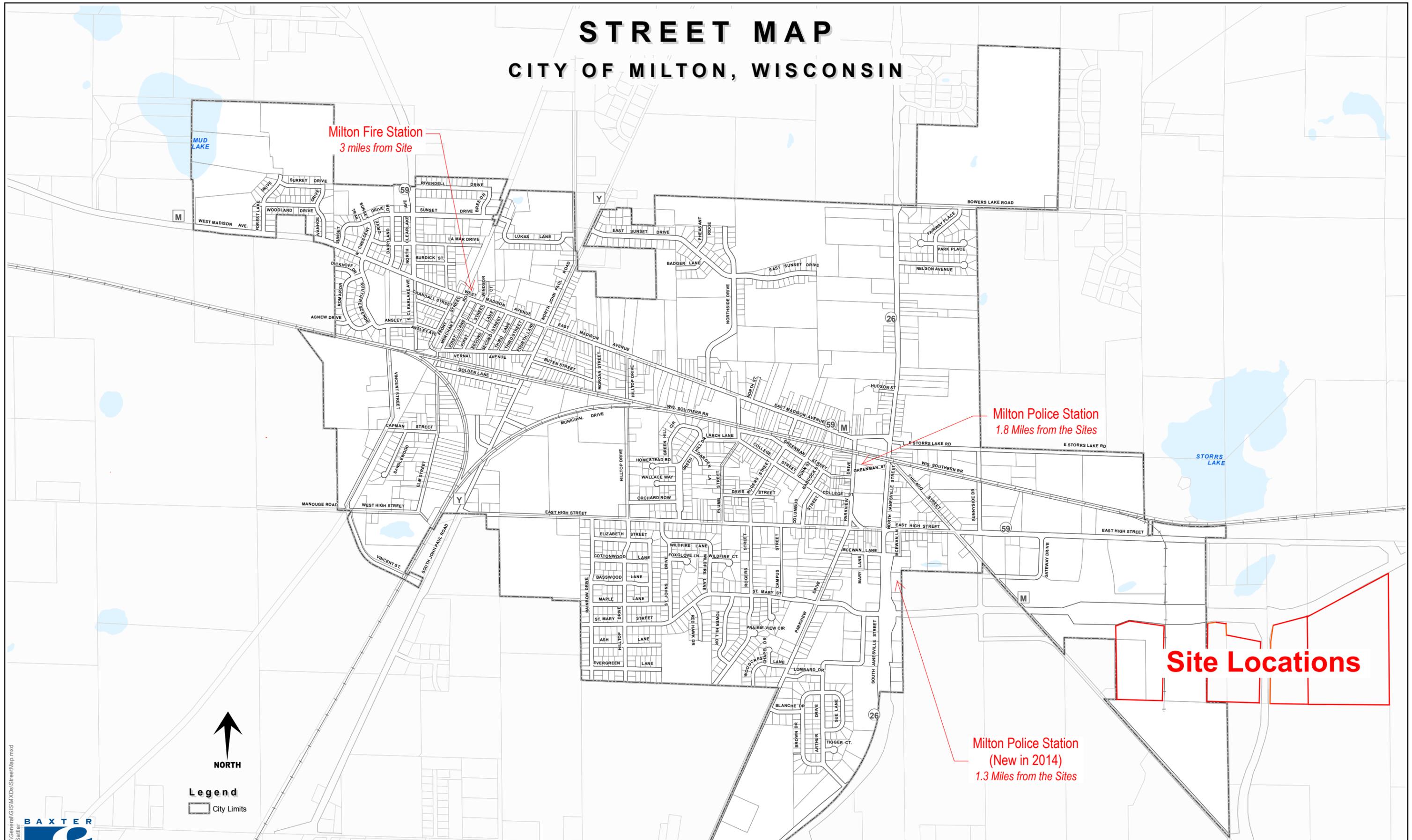
1" = 600'

0      300      600      1,200 Feet

Shovel Ready Site Designation  
City of Milton, WI

# STREET MAP

## CITY OF MILTON, WISCONSIN



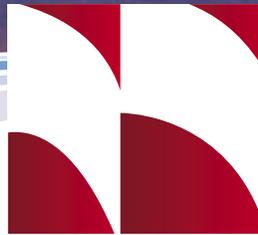
I:\Burlington\MILTC\General\GIS\MXDs\StreetMap.mxd  
 July 8, 2010 by D Sattler



0 700 1,400 2,800 4,200 5,600 Feet  
 SUMMER 2010 Note: Map does not show State Highway 26 Bypass.

**EXHIBIT 16 - LOCATION OF FIRE STATION AND POLICE STATION IN RELATION TO THE SITES**

SUN RISING OVER THE PORT OF MILWAUKEE'S DANIEL W. HOAN BRIDGE.



# SOUTHEASTERN WISCONSIN FOREIGN TRADE ZONE No. 41

**THE PORT OF MILWAUKEE** (Grantee)  
2323 S. Lincoln Memorial Drive  
Milwaukee, Wisconsin 53207, USA

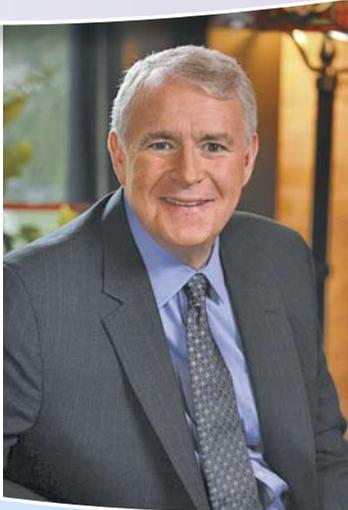
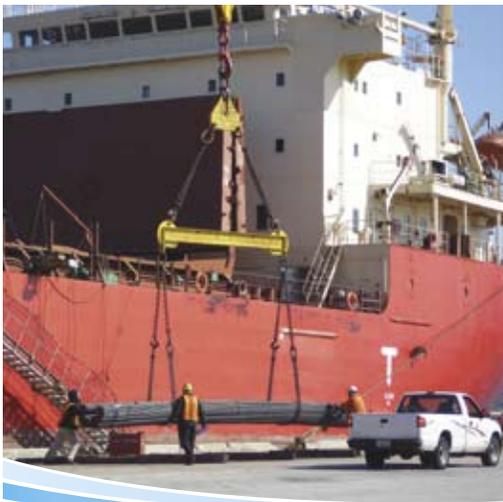
## POTENTIAL FTZ ADVANTAGES

### CONTACT US:

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Betty Nowak, Marketing Manager  
Phone: 414-286-8131 📞 Email: [bnowak@milwaukee.gov](mailto:bnowak@milwaukee.gov)

**[www.milwaukee.gov/port](http://www.milwaukee.gov/port)**



*“The history of Milwaukee is closely tied to the development of trade and the development of the trade gateways in and out of our city. By using the cost advantages of an FTZ, companies are able to operate on a more level playing field with international competitors and increase the profitability of local operations.”*

Tom Barrett, Mayor, City of Milwaukee

# Welcome to Foreign Trade Zone No. 41

## What is an FTZ?

### **THE FOREIGN-TRADE ZONE (FTZ) PROGRAM**

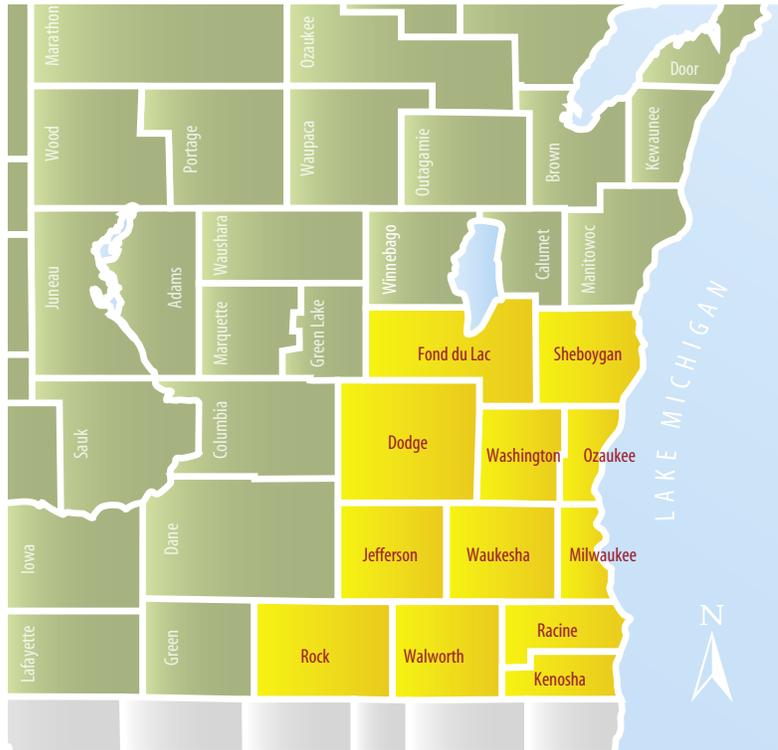
was created by the U.S. government to facilitate international trade and increase the global competitiveness of U.S.-based companies. The program, which has existed since the 1930s, continues to thrive and change to better meet the needs of American companies in the global economy.

An FTZ is an area within the United States, in or near a U.S. Customs port of entry, where foreign and domestic merchandise is considered to be outside the country, or at least, outside of U.S. Customs territory. Certain types of merchandise can be imported into a Zone without going through formal Customs entry procedures or paying import duties. Customs duties and excise taxes are due only at the time of transfer from the FTZ for U.S. consumption. If the merchandise is re-exported and never enters the U.S. commerce, then no duties or taxes are paid on those items.

Merchandise entering a Foreign Trade Zone may be:

- Assembled
- Tested
- Sampled
- Relabeled
- Manufactured\*
- Stored
- Salvaged
- Processed
- Repackaged
- Sorted
- Mixed
- Manipulated

*\*The user must receive special approval from the FTZ Board for manufacturing.*



**FTZ NO. 41 SERVICE AREA**

**BACKGROUND**

On August 31, 2011 the Port of Milwaukee, as Grantee for Foreign Trade Zone 41, was approved for the expedited program known as ASF (Alternative Site Framework). The reorganization from the traditional FTZ framework to the ASF provides for businesses in counties within a 60 mile or 90 minute drive from the Port of Milwaukee to receive an expedited Foreign-Trade Zone Board ("FTZB") approval. Under ASF – FTZ No. 41 counties include: Milwaukee, Racine, Kenosha, Walworth, Rock, Waukesha, Jefferson, Dodge, Washington, Ozaukee, Fond du Lac and Sheboygan.

*If your company imports and/or exports and you do any of the activities permitted in an FTZ, your company is likely to benefit by operating within a general purpose zone under the expedited ASF application.*

**FTZ Advantages to Companies:**

- Improve supply chain efficiencies
- Return on investment traditionally in 6 to 9 months from start of project (application, consulting fees, FTZ systems, activation)
- Significant duty deferral on average inventory first year; capital cost each year thereafter
- Significantly reduce number of customs entries and merchandise processing fees
- Duty elimination on exports and scrapped materials
- Reduce/eliminate drawback process
- Duty reduction (inverted tariff relief) for manufacturing zones
- Increased import/export compliance
- Lower costs (taxes, fees, administrative costs, fines, etc.)

**FTZ Advantages for our Community:**

- Companies located in and around an FTZ can attract expanded business opportunities
- Job retention and creation
- Additional indirect employment
- New business investment
- Economic development through international trade and increased exports





## What are some of the differences between being in a FTZ vs. other Customs Programs?

### FTZ vs. BONDED WAREHOUSES:

- Merchandise in an FTZ is not considered entered into the U.S. until it leaves the zone.
- Merchandise can be left in the zone indefinitely whereas there is a 5 year limit in a BW.
- Merchandise can be combined in a zone but not in a BW.
- Merchandise can be received 24 hours/7 days a week\* because there is no need to wait for the merchandise to clear Customs as in a BW.
- It is less expensive to maintain a company's inventory in a FTZ
  - \*CBP approval for Direct Delivery is a privilege based on a good compliance history.

### FTZ vs. TEMPORARY IMPORTATION BOND:

- Merchandise can be left in the zone Indefinitely. In a TIB, merchandise can only remain in U.S. for 1 year from date of import, with up to 2 additional 1-year extensions, then must be re-exported.
- Zone benefits are limited to the FTZ site, whereas a TIB allows you to freely move the merchandise within the U.S.
- Scrap can be entered into the U.S. FTZ site, but no scrap can be entered under a TIB - 100% of it must be re-exported.
- Warehouse inventory is an ideal FTZ use, whereas TIB's generally are not good for warehouse merchandise.

### FTZ vs. DUTY DRAWBACK:

- FTZ's eliminate 100% duty on exported goods, but duty drawback requires a claim for refund of duties paid on eligible goods, with 99% of duties paid back.
- FTZs provide for immediate savings on duty on imported goods for export whereas duty drawback requires a lengthy process to recoup eligible duty paid.
- Companies that currently are approved for duty drawback are ideal candidates for FTZ approval, plus receive added FTZ benefits.

## Southeastern Wisconsin Foreign Trade Zone No. 41

**THE PORT OF MILWAUKEE** (Grantee)  
[www.milwaukee.gov/port](http://www.milwaukee.gov/port)



Foreign Trade Zone Board website:

<http://ia.ita.doc.gov/Ftzpage/index.html>

## Definitions:



**Foreign Trade Zones** are generally used for storage, testing, cleaning, processing, assembling, manufacturing, re-labeling, re-packaging, displaying, exhibition and repairing of merchandise.



**Bonded Warehouses** are generally used solely for the storage of imported merchandise.



**Temporary Importation Bond** allows articles to be entered into the United States on a temporary basis and are not expected to be sold or consumed themselves but are to be used to facilitate other aspects of business or other purposes.



**Duty Drawback** is a refund of duties and is generally permitted on the imported portion of goods that are manufactured or produced in the U.S. and then exported.

# Rock, Walworth counties become part of Foreign Trade Zone

By Gazette staff

Thursday, Dec. 20, 2012

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Rock and Walworth counties are now part of a federal trade program that offers significant benefits to existing and new businesses.

The two counties are joining 10 others in southeastern Wisconsin in a Foreign Trade Zone associated with the Port of Milwaukee.

The U.S. government created the program in the 1930s to promote international trade and increase the global competitiveness of U.S.-based companies.

The U.S. Department of Commerce recently agreed to expand the Port of Milwaukee trade zone to include businesses in 12 counties in southeastern Wisconsin.

A foreign trade zone is an approved area within the United States—in or near a U.S. Customs port of entry—that is considered outside the U.S. Customs territory. Certain types of merchandise can be imported into a zone without going through formal customs entry procedures or paying import duties.

Customs duties and excise taxes are only due at the time of transfer from the zone for U.S. consumption.

If the merchandise is re-exported, then no duties or taxes are paid on those items.

Companies in the zone can defer, reduce or eliminate duties, which represents costs savings.

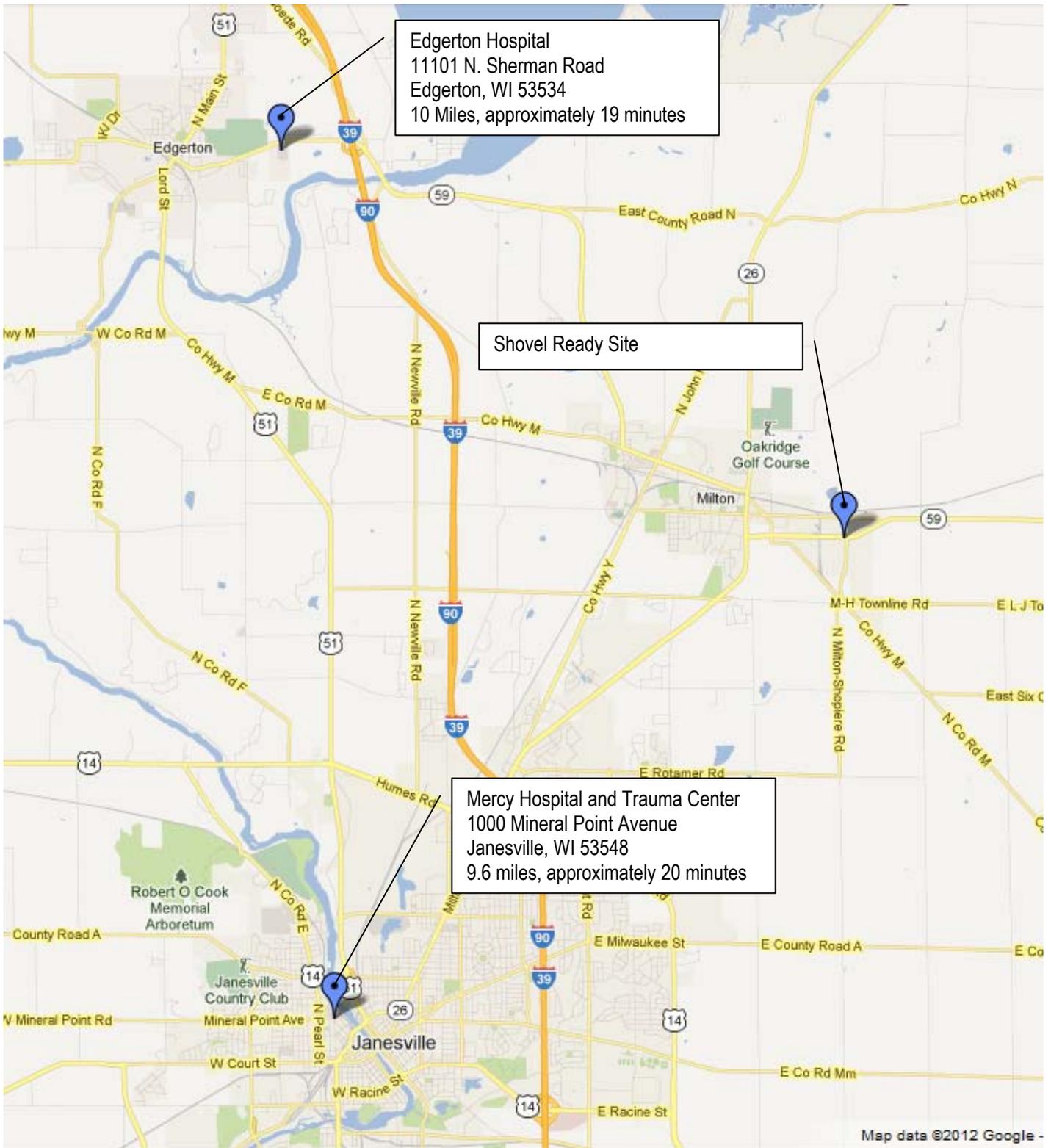
With prior approval, businesses can have their imports delivered directly to their facility without waiting for customs clearance. This provides a more efficient supply chain.

Communities benefit, according to foreign trade zone officials, because cost savings on tariffs can be used for other investments such as workforce expansion or adding equipment or infrastructure. The savings also are a benefit that doesn't require any local funding, they said.

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**Published at:** <http://www.GazetteXtra.com/news/2012/dec/20/rock-walworth-counties-become-part-foreign-trade-z/>

# EXHIBIT 19 - Locations of the Nearest Hospitals to Sites



Note: Map does not show the State Highway 26 Bypass (Complete in 2013)