

CITY OF SPARTA
FINANCE MEETING AGENDA
May 2, 2018

CITY HALL

6:00 p.m.

- 1. Call Meeting to Order**
- 2. Consent Agenda: Consisting of minutes of the regular meeting on April 4, 2018**
- 3. Consideration of TID #6 Infrastructure Financing**
- 4. Consideration of Land Sale East Side Business Park for Davey's Auto Repair, LLC Located at 2275 Commercial Drive**
- 5. Items for Future Consideration**

A possible quorum of the Common Council may be in attendance at this meeting but no action will be taken by the Council.

Posted: 4-30-18

CITY OF SPARTA
FINANCE MINUTES
April 4, 2018

PRESENT: Kevin Riley, Josh Lydon, Norm Stanek

ABSENT: None

ALSO PRESENT: Mark Sund, Todd Fahning, Dave Kuderer, Mary Von Ruden, Alli Karrels, John Hendricks, Mayor Button, Pat Mulvaney

Chairman Riley called the meeting to order at 6:00 p.m.

A motion was made by Josh Lydon and seconded by Norm Stanek to approve the Consent Agenda consisting of the minutes of the regular meeting of March 7, 2018. Motion carried 3-0.

John Hendricks from the Chamber of Commerce presented an idea of organizing different bus tours for businesses and areas of interest around Sparta. They would like to print about 500 brochures with the different tours and are requesting \$1769.00 from the tourism account. **A motion was made by Norm Stanek and seconded by Josh Lydon to grant the funding to the Chamber of Commerce for the brochures in the amount of \$1769.00. Motion carried 3-0.**

The Planning Commission had approved the signs for South Pointe Business Park and the estimate for the interstate sign from La Crosse Sign Co. is \$199,873.00 with the monument sign estimate from Pica Grove of \$17,305.00. **A motion was made by Josh Lydon and seconded by Kevin Riley to approve the interstate sign from La Crosse Sign Co. in the amount of \$199,873.00 and the monument sign from Pica Grove in the amount of \$17,305. Motion carried 3-0.**

Mark Sund wanted to update the Committee that he has checked with different financial institutions on the financing of Phase 1 of the Business Park and the City will stay local.

Mark Sund mentioned that he has briefly talked with a representative from Combined Insurance Company regarding a medicare supplement that may be beneficial to both the employee and the City. He will get more information and share with the Committee.

There were no items mentioned for future consideration.

A motion was made by Norm Stanek and seconded by Josh Lydon to adjourn at 6:38 p.m. to go into closed session per Wis. Stats. 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Re: Business Park Prospect. Motion carried 3-0.

Respectfully submitted,

Julie Hanson
City Clerk

COVENANT AND AGREEMENT TO REPURCHASE

THIS AGREEMENT is entered in this _____ day of _____, 2018 between the City of Sparta, a municipal corporation under the laws of the State of Wisconsin ("Sparta"); and Davey's Auto Repair, LLC.

RECITALS:

- A. Sparta has conveyed to Davey's Auto Repair, LLC. a vacant lot located in the County of Monroe, State of Wisconsin, and legally described as follows:

Lot two (2) Vol. 19 of Certified Survey Maps page 148, Document No. 558808, Recorded February 27, 2006 in the office of the Register of Deeds, Monroe County, Wisconsin.

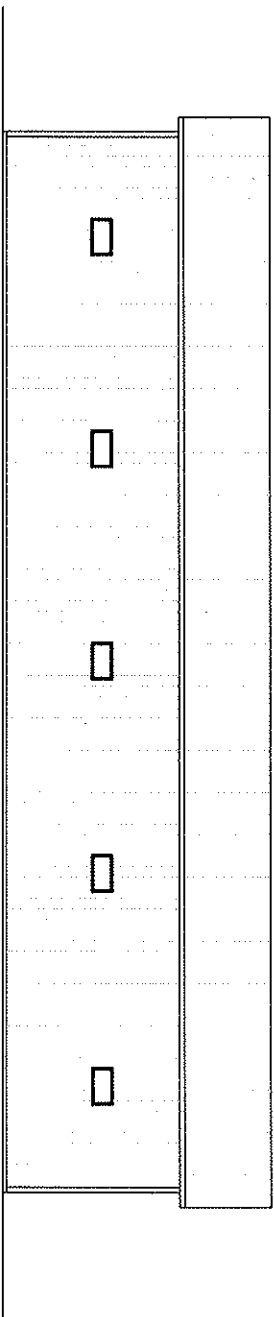
Tax parcel 281-02513-9920 (3.00 acres) also known as 2275 Commercial Drive.

- B. The Property is part of an industrial/commercial development area developed by Sparta.
- C. The Property was sold to Davey's Auto Repair, LLC. not to hold for investment or resale, but with the intent that Davey's Auto Repair, LLC., will proceed with construction of the Property consistent with development plans it presented to Sparta.
- D. The Parties agreed that as part of the purchase and sale, Davey's Auto Repair, LLC, would covenant and agree with Sparta that Davey's Auto Repair, LLC. will commence construction of a facility of at least \$350,000 in assessed value within one year of the date of the acquisition of the Property and complete said construction within eighteen (18) months of commencement, and that if Davey's Auto Repair, LLC. fails to so commence and complete construction within such time periods, Sparta may repurchase the property for the price paid by Davey's Auto Repair, LLC. In the event of a reasonable unforeseen delay, the parties may extend these time periods by mutual agreement.

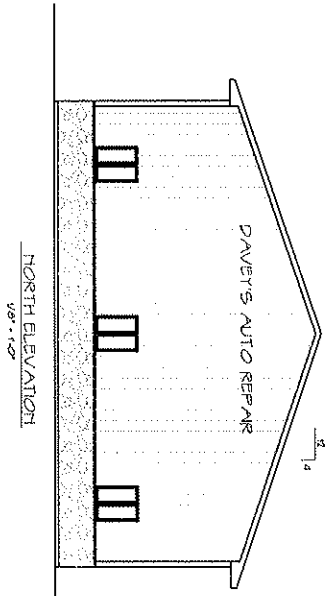
NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Davey's Auto Repair, LLC. covenants and agrees Davey's Auto Repair, LLC. will commence construction of the Property within one year of the date of this agreement and complete said construction within eighteen (18) months of commencement, provided, however, the parties may extend these time periods by mutual agreement in the event of reasonable unforeseen delays.

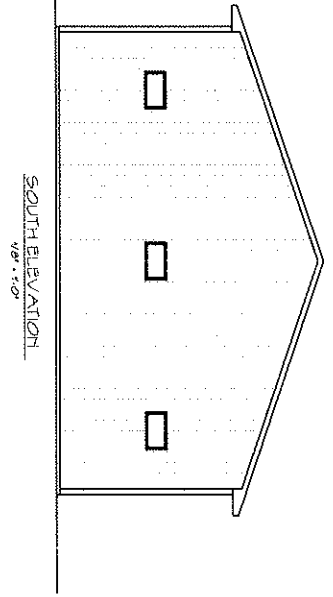
2. In the event Davey's Auto Repair, LLC. fails to commence and complete construction as required in Paragraph 1 above Davey's Auto Repair, LLC. and Sparta agree that Sparta may repurchase the Property. Such repurchase shall be accomplished by:
 - a. Davey's Auto Repair, LLC. executing and delivering a Warranty Deed (Deed), conveying the Property to Sparta, free and clear of any liens or encumbrances, save and except easements and restrictions of record as of the date hereof, and installments of real estate taxes and special assessments which are not yet due and payable as of the date of the reconveyance to Sparta;
 - b. Sparta paying Davey's Auto Repair, LLC. the sum of \$12,250.
3. The closing on such repurchase shall take place within 90 days after the expiration of the period described in Paragraph 1 above at a place in Monroe County, Wisconsin, to be designated by Sparta.
4. In the event Davey's Auto Repair, LLC. breaches Davey's Auto Repair, LLC. obligation in regard to such repurchase by failing to deliver the deed or otherwise, Sparta shall be entitled to all rights and remedies provided by law, including but not limited to specific performance; and in the event of such breach shall be entitled to reasonable attorney fees and costs in addition to any damages.
5. In the event Davey's Auto Repair, LLC. assessed value for improvements on the parcel are less than \$350,000, Davey's Auto Repair, LLC. agrees to be specially assessed for the difference between the assessed value of the improvements on the parcel and the \$350,000 guaranteed improvements multiplied by the current tax rate in the City of Sparta. Said special assessment will continue annually until the TIF incentive of \$40,250 has been fully recaptured.
6. This Agreement shall be binding upon the parties, their successors and assigns, and the covenant and repurchase obligation set forth herein shall run with the Property.



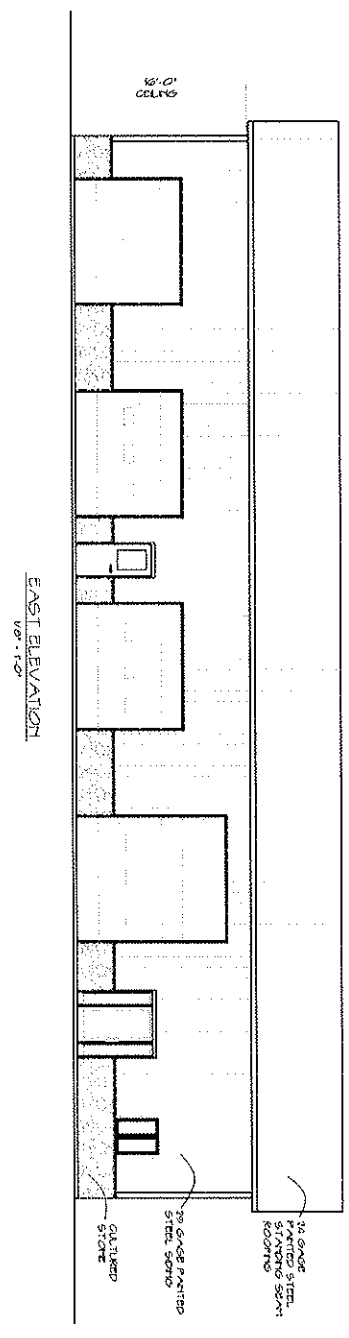
WEST ELEVATION
1/8" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"

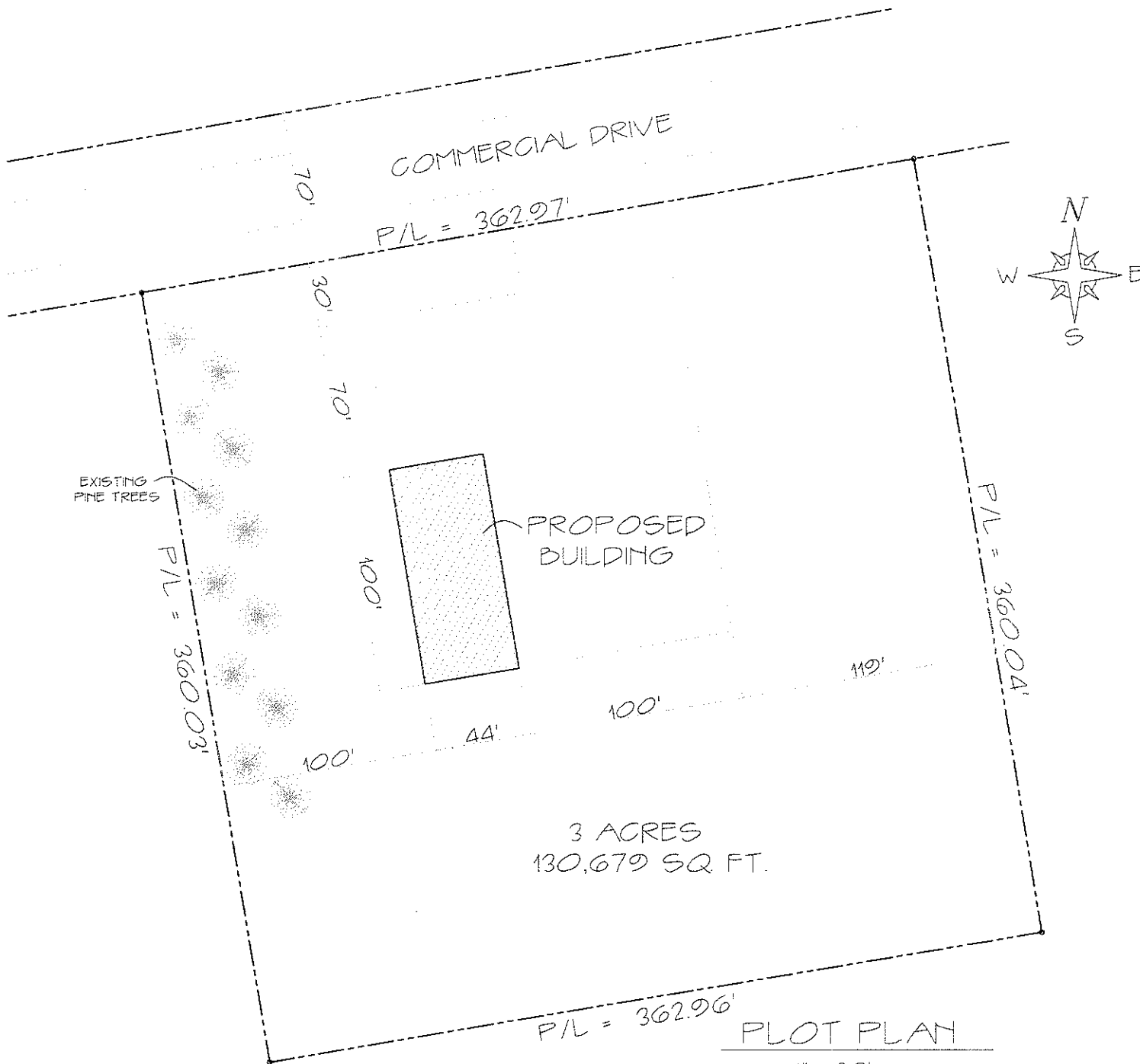


EAST ELEVATION
1/8" = 1'-0"

A3	ELEVATIONS	
	TJS	AS NOTED
	APRIL 2018	

Davey's Auto Repair
 2775 COMMERCIAL DRIVE
 SPARTA, WISCONSIN

TJS Designs LLC
 14530 Genesis Road
 Sparta, Wisconsin 54658
 608-269-2280



PLOT PLAN
1" = 30'

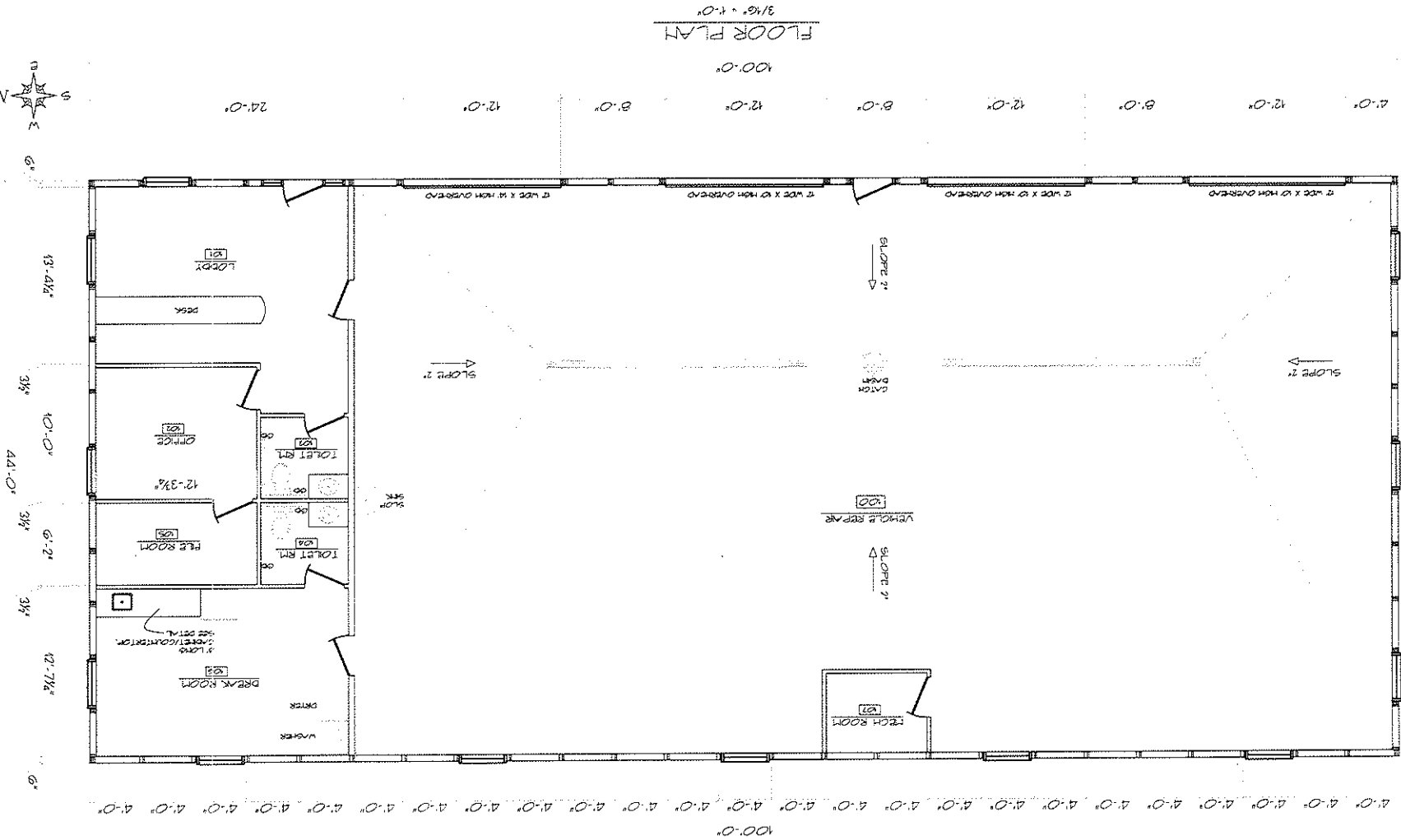
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Davey's Auto Repair
2775 COMMERCIAL DRIVE
SPARTA, WISCONSIN

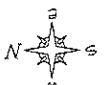
PLOT PLAN	AS NOTED
TJS	
APRIL 2018	

A1

44'-0"



FLOOR PLAN
3/16" = 1'-0"



FLOOR PLAN	
1-5	AS NOTED
APRIL 1978	

Davey's Auto Repair
 2775 COMMERCIAL DRIVE
 SPARTA, WISCONSIN

TJS Designs LLC
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 Sparta, Wisconsin 54656
 608-268-2280

A2