



AGENDA
City of Milton
Common Council Meeting
Wednesday February 19, 2020
7:00 PM
MILTON CITY HALL
Council Chambers, 710 S. Janesville Street

- 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. January 2020 Municipal Court Report**

Documents:
[January 2020 Court Report.pdf](#)
 - b. Approval of Common Council Meeting Minutes - February 4, 2020**

Documents:
[Common Council Minutes 02-04-2020.pdf](#)
- 6. Discussion and Possible Action Regarding Award of a Bid for the Pine Road Effluent Force Main Relocation**

Documents:
[Bid Award.pdf](#)
[Bid Tabulation.pdf](#)
- 7. Discussion and Possible Action Regarding the Execution of 2020 Farmland Leases**

Documents:
[Memo - Farmland Leases.pdf](#)
[DRAFT Gunnink Farmland Lease - Industrial Park V-23-1468.11 2020.pdf](#)
[DRAFT Heth Farmland Lease - Industrial Park 2020.pdf](#)
[DRAFT Heth Farmland Lease - Well 5 2020.pdf](#)
[DRAFT Hull Farmland Lease - Putman Parkway 2020.pdf](#)
[DRAFT Hull Farmland Lease - Well 6 2020.pdf](#)

8. General Items

a. Committee Reports

b. Staff Reports

c. Team Building Exercise.

9. Next Meeting ~ March 3, 2020

10. 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 February 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.

**STATE OF WISCONSIN MUNICIPAL COURT
CASELOAD STATISTICS**

Jan-2020

(NUMBER OF CASES PROCESSED)

Municipal Court of: Milton

County: Rock

Judge: Kristin Koeffler

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

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	10	21	0	8	11	50
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 : 51

Version 2015



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Rock		County Code Number 53		Report for Month/Year January, 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.)		\$ 2,053.71	\$ 2,053.71		
Adjustment (if applicable)		\$.00	\$.00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)		\$ 1,628.69	\$ 1,418.69		\$ 210.00
Adjustment (if applicable)		\$.00	\$.00		\$.00
3. Penalty Surcharges (s. 757.05, Stats.)		\$ 249.60			\$ 249.60
Adjustment (if applicable)		\$.00			\$.00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)		\$ 224.30		\$ 224.30	
Adjustment (if applicable)		\$.00		\$.00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)		\$ 98.33		\$ 68.33	\$ 30.00
Adjustment (if applicable)		\$.00		\$.00	\$.00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)		\$ 273.80			\$ 273.80
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		\$ 4,528.43	\$ 3,472.40	\$ 292.63	Pay This Amount \$ 763.40

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: _____ Signature: _____ Date: _____

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: _____ Date: _____

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone #	Email Address
<u>Kris Klubertanz</u>	<u>608-868-6910</u>	<u>miltonmunicourt@milton-wi.gov</u>

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

Call to Order and Confirmation of Appropriate Meeting Notice.

Mayor Anissa Welch called the February 4, 2020 meeting of the Common Council to order at 6:02 p.m. Administrative Services Director confirmed appropriate meeting notice.

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

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

Approval of Agenda

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

Pledge of Allegiance

Mayor Welch led the Council in the Pledge of Allegiance.

Mayoral Proclamation Declaring February As Black History Month

Mayor Welch read the proclamation declaring February as Black History Month.

Public comments regarding items which can be affected by Council Action

Mayor Welch welcomed those in attendance, and she asked if there were any registered speakers.

There were none.

Approval of the Consent Agenda

- a. **Approval of Common Council Meeting Minutes - January 21, 2020**
- b. **Possible Action Regarding an Extraterritorial Transfer of Land Along North Clear Lake Road in the Town of Milton**

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

Discussion and Possible Action Regarding Residential Exterior Improvement Grant Applications

Ald. Wilson motioned to approve the Residential Exterior Improvement Grant Applications for Mark Riege and Mary Kay Mullen. Ald. Clark seconded, and the motion carried.

Discussion and Possible Action Regarding Appointment to the Milton Area Tourism Consortium and Zoning Board of Appeals

Ald. Laehn motioned to approve the appointment of Maxine Striegl to the Zoning Board of Appeals as Alternate #2 and April Yohanek to the Milton Area Tourism Consortium. Ald. Clark seconded, and the motion carried.

General Items

a. Committee Reports

There were no committee reports.

b. Staff Reports

Chief Marquardt stated there will be Landlord / Tenant Law presentation on March 14, 2020 from 8 a.m. to 4 p.m.

Library Director Ashlee Kunkel stated on February 15, 2020 there will be a Birds of Prey presentation at the library.

Administrator Hulick provided an update on the upcoming election. He also discussed an article in the Janesville Gazette about Milton being the fastest growing community in Rock County.

Ald. Clark stated the Milton Area Chamber of Commerce (MACC) Candidate Forum will be on February 6, 2020 at 5:30 p.m. in the Council Chambers.

c. Team Building Exercise.

Mayor Welch led the Council in a Team Building Exercise.

Discussion and Possible Action Regarding Moving the Next Common Council Meeting to Wednesday February 19, 2020 to Avoid a Conflict with the February 18, 2020 Spring Primary Election

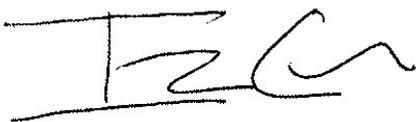
Ald. Clark motioned to approve moving the next Common Council meeting to Wednesday, February 19, 2020 at 7 p.m. Ald. Rusch seconded, and the motion carried.

Ald. Clark requested a calendar of all dates of Common Council meetings that may need to be moved due to other obligations.

Motion to Adjourn

Ald. Clark motioned to adjourn the February 4, 2020 meeting of the Common Council at 6:26 p.m. Ald. Wilson seconded, and the motion carried.

Respectfully Submitted,



Inga Cushman
Administrative Services Director

February 13, 2020

Mayor Welch and Common Council
City of Milton
710 S. Janesville Street
Milton, WI 53563

Subject: Effluent Force Main Relocation

Dear Mayor Welch and Council Members:

Five bids were received and publically read on February 12th, 2020 at 2:30 P.M. for the subject project. The bid opening was conducted at the City Municipal Building, 710 South Janesville Street. The original bidding documents have been provided to the City. A bid tabulation is attached.

Bidder	Total Bid	Bid Bond
E&N Hughes, Co. Inc.	\$301,296.90	5%
R.T. Fox Contractors, Inc.	\$315,670.00	5%
Dane County Contracting	\$328,015.00	5%
Forest Landscaping	\$365,260.00	5%
Maddrell Excavating	\$397,286.00	5%

We have analyzed the bids and find E&N Hughes, Co., Inc. to be the lowest responsive and responsible bidder. EBI Drilling Services is the horizontal directional drilling subcontractor.

Bid Award Considerations

The bids submitted included the required Bid Bond and Proposed Products Form 00 43 33. Baxter & Woodman, Inc. has had successful prior work experiences with the bidder in the past. Based on the above, the low responsive and responsible bidder is E&N Hughes Co., Inc. with a Total Bid of \$301,296.90. The WisDOT entered into an agreement with the City in November of 2018 to reimburse the City for the cost of this work.

If you have any questions regarding this letter or the bids received, please feel free to contact me.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Mark E. Langer, P.E.

C: Howard Robinson, City of Milton, (via e-mail)
Leanne Schroeder, City of Milton, (via e-mail)

City of Milton
Effluent Force Main

Bid Date/Time: February 12, 2020/2:30
Engineer's Job No.: 181477.40

No.	Item	Unit	QTY	E&N Hughes, Co. Inc. 1		RT Fox Contractors 2		Dane County Contracting 3		Forest Landscaping 4		Maddrell Excavating 5	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	1	LSUM	\$29,483.00	\$29,483.00	\$20,000.00	\$ 20,000.00	\$17,000.00	\$ 17,000.00	\$ 29,000.00	\$ 29,000.00	\$51,000.00	\$ 51,000.00
2	FORCE MAIN (OPEN CUT)												
	14-inch DI	471	LF	\$ 162.50	\$76,537.50	\$ 200.00	\$ 94,200.00	\$ 215.00	\$101,265.00	\$ 178.00	\$ 83,838.00	\$ 138.00	\$ 64,998.00
3	FORCE MAIN (DIRECTIONALLY)												
	14-inch DI or 16-inch HDPE	618	LF	\$ 160.50	\$99,189.00	\$ 220.00	\$135,960.00	\$ 225.00	\$139,050.00	\$ 230.00	\$142,140.00	\$ 290.00	\$179,220.00
4	GRANULAR BACKFILL	382	LF	\$ 35.70	\$13,637.40	\$ 5.00	\$ 1,910.00	\$ 10.00	\$ 3,820.00	\$ 1.00	\$ 382.00	\$ 24.00	\$ 9,168.00
5	AIR RELEASE/VACUUM VALVE AND VAULT	1	EA	\$15,311.00	\$15,311.00	\$20,000.00	\$ 20,000.00	\$22,300.00	\$ 22,300.00	\$ 18,000.00	\$ 18,000.00	\$21,800.00	\$ 21,800.00
6	HAULING AND DISPOSAL OF WASTEWATER EFFLUENT	1	LSUM	\$ 9,365.00	\$ 9,365.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 27,000.00	\$ 27,000.00	\$ 2,200.00	\$ 2,200.00
7	CONNECTION TO EXISTING FORCE MAIN (14-INCH)	2	EA	\$10,458.00	\$20,916.00	\$ 5,000.00	\$ 10,000.00	\$ 3,500.00	\$ 7,000.00	\$ 12,000.00	\$ 24,000.00	\$ 9,360.00	\$ 18,720.00
8	ABANDON FORCE MAIN	1	LSUM	\$15,915.00	\$15,915.00	\$10,000.00	\$ 10,000.00	\$13,500.00	\$ 13,500.00	\$ 6,000.00	\$ 6,000.00	\$11,500.00	\$ 11,500.00
9	ABANDON VALVE VAULT	1	EA	\$ 1,006.00	\$ 1,006.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 1,600.00	\$ 1,600.00
10	DRIVEWAY REMOVAL AND HMA	150	SY	\$ 75.00	\$11,250.00	\$ 38.00	\$ 5,700.00	\$ 40.00	\$ 6,000.00	\$ 70.00	\$ 10,500.00	\$ 63.00	\$ 9,450.00
11	AGGREGATE SHOULDERS	180	LF	\$ 9.75	\$ 1,755.00	\$ 5.00	\$ 900.00	\$ 6.00	\$ 1,080.00	\$ 5.00	\$ 900.00	\$ 11.00	\$ 1,980.00
12	RESTORATION OF LAWNS AND PARKWAYS	300	SY	\$ 10.70	\$ 3,210.00	\$ 10.00	\$ 3,000.00	\$ 15.00	\$ 4,500.00	\$ 10.00	\$ 3,000.00	\$ 9.50	\$ 2,850.00
13	TRAFFIC CONTROL AND PROTECTION	1	LSUM	\$ 3,722.00	\$ 3,722.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 16,000.00	\$ 16,000.00	\$22,800.00	\$ 22,800.00

TOTAL \$301,296.90 \$315,670.00 \$328,015.00 \$365,260.00 \$397,286.00

Mathematical Error in submitted bid



Office of the City Administrator

To: Mayor Welch, Common Council Members
From: Al Hulick, City Administrator
Date: February 19, 2020
Subject: Discussion and Possible Action Regarding 2020 Farmland Leases

Summary

Attached are the 2020 Farmland Leases for the City of Milton. These leases represent lands owned by the City of Milton that are designated for future development, but do not have a designated development plan at this time. Therefore, City of Milton routinely leases these lands out in order to keep them in productive crop uses.

Therefore, the City of Milton will be entering into farm land leases with the following entities in 2020:

- Hull Farms, Inc.
- Heth Farms, Inc.
- Pierce Farms, Inc.
- Brian and Jill Gunnink

Recommendation

The City Administration recommends approving the attached 2020 Farmland Leases as presented.

FARMLAND LEASE AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2020, by and between The City of Milton, a Wisconsin Municipal Corporation, "Lessor", of 710 S. Janesville Street, Milton, Wisconsin, 53563, and Brian and Jill Gunnink, a sole proprietorship, "Lessee", of 12114 Bradford-Townhall Road, Darien, Wisconsin, 53114, as follows:

1. In consideration of the covenants and conditions contained herein, Lessor leases to Lessee the following described property located in Rock County, Wisconsin:

PARCEL No. V-23-1468.11 consisting of approximately eight (8) acres in the Eastside Industrial Park.
2. This Lease shall be for a term of one crop year, specifically the 2020 crop year, commencing on the 1st day of March, 2020, and ending on the 1st day of March, 2021.
3. Lessee promises to pay rent to Lessor as follows:
 - (a) For the crop year 2020, Four hundred dollars (\$400.00) due on May 1, 2020 and Four hundred dollars (\$400.00) due on December 1, 2020.
4. It is further expressly understood and agreed:
 - (a) Lessee promises to pay the above rent at the times and in the manner aforesaid during the continuance of this Lease and not to under lease said premises or any part thereof, nor assign this Lease without the written consent of Lessor and to acquit and deliver the same to Lessor, peaceably and quietly at the end of said term and also to keep the same in as good repair as the same are in at the commencement of said term.
 - (b) Lessee agrees to farm said property in a husband-like manner and to raise only up to amount of crops thereon that the nature of the soil and season will permit.
 - (c) Lessee shall preserve and keep any fruit and ornamental trees, vines and shrubbery that now are or shall be planted on the property, from injury by plowing or from cattle, horses, sheep or otherwise and to further keep said premises free from brush, burs and shall also keep all necessary ditches and drains ploughed and cleaned out during the continuance of the Lease.
 - (d) Lessee shall keep said premises, including the hedges and fences, in proper and necessary repair.

- (e) Lessor and his legal representative may enter upon said premises for the purpose of viewing or of seeding and of making repairs or showing the premises to prospective purchasers.
- (f) If Lessee shall fail to cultivate said premises as herein agreed or shall fail to keep any of the covenants in this Lease contained or shall assign this Lease or shall underlet said premises or any part thereof, then Lessor, at Lessor's election, may terminate this Lease and Lessor or his legal representatives shall have the right to take possession of said property and all damage growing out of Lessee's failure to perform any of the covenants of this Lease shall be added to and become part of the rent, recoverable as rent.
- (g) Lessee shall not use the property for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste. Lessee shall indemnify and hold Lessor harmless from any and all costs, expenses, losses, actions, suits, claims, judgments, and any other liability whatsoever in connection with a breach by Lessee of any federal, state or local environmental protection laws or regulations and/or arising from Lessee's conduct on the property or management of the property or of any activity conducted by Lessee on the property.
- (h) No timber, sand, gravel, marl, minerals or oil shall be removed from said premises without written consent of Lessor.
- (i) Lessee agrees to conform to comply with all State laws and City ordinances regarding noxious weeds, and to all laws of the State of Wisconsin and City of Milton and United States affecting the use of said property.
- (j) To the extent allowed by law, Lessee further agrees to pay and discharge all of Lessor's costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this Lease by the Lessor.
- (k) The words "Lessor" and "Lessee" when used herein shall extend and apply to the heirs, executors, administrators, legal representatives, successors and permitted assigns of the respective parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

THE CITY OF MILTON

BRIAN & JILL GUNNINK

Lessor
FEIN NO. 39-6006322

Lessee
FEIN NO. 87-0718905

By:

By:

Anissa M. Welch
Mayor

Brian Gunnink

Al Hulick
City Administrator

Jill Gunnink

ATTEST:

Leanne Schroeder
City Clerk

Drafted by:

Attorney Mark A. Schroeder
CONSIGNY LAW FIRM
303 E. Court Street
Janesville, WI 53547
(608) 755.5050
(608) 755.5057 – Fax

FARMLAND LEASE AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2020, by and between The City of Milton, a Wisconsin Municipal Corporation, "Lessor", of 710 S. Janesville Street, Milton, Wisconsin, 53563, and Heth Farms, Inc., a Wisconsin Corporation, "Lessee", of 5026 N. Tarrant Road, Milton, Wisconsin, 53563, as follows:

1. In consideration of the covenants and conditions contained herein, Lessor leases to Lessee the following described property located in Rock County, Wisconsin:

PARCEL No. V-23-1466 and PARCEL No. V-23-1466.3, consisting of approximately twenty-one (21) acres in the Eastside Industrial Park.
2. This Lease shall be for a term of one crop year, specifically the 2020 crop year, commencing on the 1st day of March, 2020, and ending on the 1st day of March, 2021.
3. Lessee promises to pay rent to Lessor as follows:
 - (a) For the crop year 2020, One thousand one hundred fifty-five dollars (\$1,155.00) due on May 1, 2020 and One thousand one hundred fifty-five dollars (\$1,155.00) due on December 1, 2020.
4. It is further expressly understood and agreed:
 - (a) Lessee promises to pay the above rent at the times and in the manner aforesaid during the continuance of this Lease and not to under lease said premises or any part thereof, nor assign this Lease without the written consent of Lessor and to acquit and deliver the same to Lessor, peaceably and quietly at the end of said term and also to keep the same in as good repair as the same are in at the commencement of said term.
 - (b) Lessee agrees to farm said property in a husband-like manner and to raise only up to amount of crops thereon that the nature of the soil and season will permit.
 - (c) Lessee shall preserve and keep any fruit and ornamental trees, vines and shrubbery that now are or shall be planted on the property, from injury by plowing or from cattle, horses, sheep or otherwise and to further keep said premises free from brush, burs and shall also keep all necessary ditches and drains ploughed and cleaned out during the continuance of the Lease.
 - (d) Lessee shall keep said premises, including the hedges and fences, in proper

and necessary repair.

- (e) Lessor and his legal representative may enter upon said premises for the purpose of viewing or of seeding and of making repairs or showing the premises to prospective purchasers.
- (f) If Lessee shall fail to cultivate said premises as herein agreed or shall fail to keep any of the covenants in this Lease contained or shall assign this Lease or shall underlet said premises or any part thereof, then Lessor, at Lessor's election, may terminate this Lease and Lessor or his legal representatives shall have the right to take possession of said property and all damage growing out of Lessee's failure to perform any of the covenants of this Lease shall be added to and become part of the rent, recoverable as rent.
- (g) Lessee shall not use the property for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste. Lessee shall indemnify and hold Lessor harmless from any and all costs, expenses, losses, actions, suits, claims, judgments, and any other liability whatsoever in connection with a breach by Lessee of any federal, state or local environmental protection laws or regulations and/or arising from Lessee's conduct on the property or management of the property or of any activity conducted by Lessee on the property.
- (h) No timber, sand, gravel, marl, minerals or oil shall be removed from said premises without written consent of Lessor.
- (i) Lessee agrees to conform to comply with all State laws and City ordinances regarding noxious weeds, and to all laws of the State of Wisconsin and City of Milton and United States affecting the use of said property.
- (j) To the extent allowed by law, Lessee further agrees to pay and discharge all of Lessor's costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this Lease by the Lessor.
- (k) The words "Lessor" and "Lessee" when used herein shall extend and apply to the heirs, executors, administrators, legal representatives, successors and permitted assigns of the respective parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

THE CITY OF MILTON

HETH FARMS, INC.

Lessor
FEIN NO. 39-6006322

Lessee
FEIN NO. 39-1348725

By:

By:

Anissa M. Welch
Mayor

David Heth
President

Al Hulick
City Administrator

ATTEST:

Leanne Schroeder
City Clerk

Drafted by:

Attorney Mark A. Schroeder
CONSIGNY LAW FIRM
303 E. Court Street
Janesville, WI 53547
(608) 755.5050
(608) 755.5057 – Fax

FARMLAND LEASE AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2020, by and between The City of Milton, a Wisconsin Municipal Corporation, "Lessor", of 710 S. Janesville Street, Milton, Wisconsin, 53563, and Heth Farms, Inc., a Wisconsin Corporation, "Lessee", of 5026 N. Tarrant Road, Milton, Wisconsin, 53563, as follows:

1. In consideration of the covenants and conditions contained herein, Lessor leases to Lessee the following described property located in Rock County, Wisconsin:
 - PARCEL 1: Tax Key No. V-23-1153 consisting of approximately 19.15 acres.
 - PARCEL 2: Tax Key No. V-23-1151A consisting of approximately 1.021 acres.
 - PARCEL 3: Tax Key No. V-23-115C consisting of approximately 1.508 acres.Parcels 1, 2 and 3 comprise what is known as the Well No. 5 Property.
2. This Lease shall be for a term of one crop year, specifically the 2020 crop year, commencing on the 1st day of March, 2020, and ending on the 1st day of March, 2021.
3. Lessee promises to pay rent to Lessor as follows:
 - (a) For the crop year 2020, Eight Hundred Dollars (\$800.00) due on July 31, 2020, and Eight Hundred Dollars (\$800.00) due on December 1, 2020.
4. It is further expressly understood and agreed:
 - (a) Lessee promises to pay the above rent at the times and in the manner aforesaid during the continuance of this Lease and not to under lease said premises or any part thereof, nor assign this Lease without the written consent of Lessor and to acquit and deliver the same to Lessor, peaceably and quietly at the end of said term and also to keep the same in as good repair as the same are in at the commencement of said term.
 - (b) Lessee agrees to farm said property in a husband-like manner and to raise only up to amount of crops thereon that the nature of the soil and season will permit.
 - (c) Lessee shall preserve and keep any fruit and ornamental trees, vines and shrubbery that now are or shall be planted on the property from injury by plowing or from cattle, horses, sheep or otherwise and to further keep said premises free from brush, burs and shall also keep all necessary ditches and

drains ploughed and cleaned out during the continuance of the Lease.

- (d) Lessee shall keep said premises, including the hedges and fences, in proper and necessary repair.
- (e) Lessor and his legal representative may enter upon said premises for the purpose of viewing or of seeding and of making repairs or showing the premises to prospective purchasers.
- (f) If Lessee shall fail to cultivate said premises as herein agreed or shall fail to keep any of the covenants in this Lease contained or shall assign this Lease or shall underlet said premises or any part thereof, then Lessor, at Lessor's election, may terminate this Lease and Lessor or his legal representatives shall have the right to take possession of said property and all damage growing out of Lessee's failure to perform any of the covenants of this Lease shall be added to and become part of the rent, recoverable as rent.
- (g) Lessee shall not use the property for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste. Lessee shall indemnify and hold Lessor harmless from any and all costs, expenses, losses, actions, suits, claims, judgments, and any other liability whatsoever in connection with a breach by Lessee of any federal, state or local environmental protection laws or regulations and/or arising from Lessee's conduct on the property or management of the property or of any activity conducted by Lessee on the property.
- (h) Lessee agrees to allow Lessor to spread sludge from the Waste Water Treatment Plant onto DNR designated areas owned by Lessee as needed for the period March 1, 2020 through March 1, 2021. The spreading shall not be done while crops are growing upon the subject property.
- (i) No timber, sand, gravel, marl, minerals or oil shall be removed from said premises without written consent of Lessor.
- (j) Lessee agrees to conform to comply with all State laws and City ordinances regarding noxious weeds, and to all laws of the State of Wisconsin and City of Milton and United States affecting the use of said property.
- (k) To the extent allowed by law, Lessee further agrees to pay and discharge all of Lessor's costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this Lease by the Lessor.

- (1) The words "Lessor" and "Lessee" when used herein shall extend and apply to the heirs, executors, administrators, legal representatives, successors and permitted assigns of the respective parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

THE CITY OF MILTON

HETH FARMS, INC.

Lessor
FEIN NO. 39-6006322

Lessee
FEIN NO. 39-1348725

By:

By:

Anissa M. Welch
Mayor

David Heth
President

Al Hulick
City Administrator

ATTEST:

Leanne Schroeder
City Clerk

Drafted by:

Attorney Mark A. Schroeder
CONSIGNY LAW FIRM
303 E. Court Street
Janesville, WI 53547
(608) 755.5050
(608) 755.5057 – Fax

FARMLAND LEASE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2020, by and between The City of Milton, a Wisconsin Municipal Corporation, "Lessor", of 710 S. Janesville Street, Milton, Wisconsin, 53563, and Hull Farms, Inc., "Lessee", of 6312 E. Bowers Lake Road, Milton, Wisconsin, 53563, as follows:

1. In consideration of the covenants and conditions contained herein, Lessor leases to Lessee the following described property located in Rock County, Wisconsin:

Portion of PARCEL No. V-23-1468.2, consisting of approximately 8.48 acres.

2. This Lease shall be for a term of one crop year, specifically the 2020 crop year, commencing on the 1st day of March, 2020, and ending on the 1st day of March, 2021.

3. Lessee promises to pay rent to Lessor as follows:

- (a) For the crop year 2020, four hundred twenty-four dollars (\$424.00) due on May 1, 2020 and four hundred twenty-four dollars (\$424.00) due on December 1, 2020.

4. It is further expressly understood and agreed:

- (a) Lessee promises to pay the above rent at the times and in the manner aforesaid during the continuance of this Lease and not to under lease said premises or any part thereof, nor assign this Lease without the written consent of Lessor and to acquit and deliver the same to Lessor, peaceably and quietly at the end of said term and also to keep the same in as good repair as the same are in at the commencement of said term.
- (b) Lessee agrees to farm said property in a husband-like manner and to raise only up to amount of crops thereon that the nature of the soil and season will permit.
- (c) Lessee shall preserve and keep any fruit and ornamental trees, vines and shrubbery that now are or shall be planted on the property, from injury by plowing or from cattle, horses, sheep or otherwise and to further keep said premises free from brush, burs and shall also keep all necessary ditches and drains ploughed and cleaned out during the continuance of the Lease.
- (d) Lessee shall keep said premises, including the hedges and fences, in proper and necessary repair.

- (e) Lessor and his legal representative may enter upon said premises for the purpose of viewing or of seeding and of making repairs or showing the premises to prospective purchasers.
- (f) If Lessee shall fail to cultivate said premises as herein agreed or shall fail to keep any of the covenants in this Lease contained or shall assign this Lease or shall underlet said premises or any part thereof, then Lessor, at Lessor's election, may terminate this Lease and Lessor or his legal representatives shall have the right to take possession of said property and all damage growing out of Lessee's failure to perform any of the covenants of this Lease shall be added to and become part of the rent, recoverable as rent.
- (g) Lessee shall not use the property for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste. Lessee shall indemnify and hold Lessor harmless from any and all costs, expenses, losses, actions, suits, claims, judgments, and any other liability whatsoever in connection with a breach by Lessee of any federal, state or local environmental protection laws or regulations and/or arising from Lessee's conduct on the property or management of the property or of any activity conducted by Lessee on the property.
- (h) No timber, sand, gravel, marl, minerals or oil shall be removed from said premises without written consent of Lessor.
- (i) Lessee agrees to conform to comply with all State laws and City ordinances regarding noxious weeds, and to all laws of the State of Wisconsin and City of Milton and United States affecting the use of said property.
- (j) To the extent allowed by law, Lessee further agrees to pay and discharge all of Lessor's costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this Lease by the Lessor.
- (k) The words "Lessor" and "Lessee" when used herein shall extend and apply to the heirs, executors, administrators, legal representatives, successors and permitted assigns of the respective parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

THE CITY OF MILTON

HULL FARMS, INC.

Lessor
FEIN NO. 39-6006322

Lessee
FEIN NO. 39-1159550

By:

By:

Anissa M. Welch
Mayor

Korey Hull
President

Al Hulick
City Administrator

ATTEST:

Leanne Schroeder
City Clerk

Drafted by:

Attorney Mark A. Schroeder
CONSIGNY LAW FIRM
303 E. Court Street
Janesville, WI 53547
(608) 755.5050
(608) 755.5057 – Fax

FARMLAND LEASE AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2020, by and between The City of Milton, a Wisconsin Municipal Corporation, "Lessor", of 710 S. Janesville Street, Milton, Wisconsin, 53563, and Hull Farms, Inc., "Lessee", of 6312 E. Bowers Lake Road, Milton, Wisconsin, 53563, as follows:

1. In consideration of the covenants and conditions contained herein, Lessor leases to Lessee the following described property located in Rock County, Wisconsin:

PARCEL No. V-23-1510 consisting of approximately 4.88 acres.

2. This Lease shall be for a term of one crop year, specifically the 2020 crop year, commencing on the 1st day of March, 2020, and ending on the 1st day of March, 2021.
3. Lessee promises to pay rent to Lessor as follows:
 - (a) For the crop year 2020, two hundred forty-four dollars (\$244.00) due on May 1, 2020 and two hundred forty-four dollars (\$244.00) due on December 1, 2020.
4. It is further expressly understood and agreed:
 - (a) Lessee promises to pay the above rent at the times and in the manner aforesaid during the continuance of this Lease and not to under lease said premises or any part thereof, nor assign this Lease without the written consent of Lessor and to acquit and deliver the same to Lessor, peaceably and quietly at the end of said term and also to keep the same in as good repair as the same are in at the commencement of said term.
 - (b) Lessee agrees to farm said property in a husband-like manner and to raise only up to amount of crops thereon that the nature of the soil and season will permit.
 - (c) Lessee shall preserve and keep any fruit and ornamental trees, vines and shrubbery that now are or shall be planted on the property, from injury by plowing or from cattle, horses, sheep or otherwise and to further keep said premises free from brush, burs and shall also keep all necessary ditches and drains ploughed and cleaned out during the continuance of the Lease.
 - (d) Lessee shall keep said premises, including the hedges and fences, in proper and necessary repair.

- (e) Lessor and his legal representative may enter upon said premises for the purpose of viewing or of seeding and of making repairs or showing the premises to prospective purchasers.
- (f) If Lessee shall fail to cultivate said premises as herein agreed or shall fail to keep any of the covenants in this Lease contained or shall assign this Lease or shall underlet said premises or any part thereof, then Lessor, at Lessor's election, may terminate this Lease and Lessor or his legal representatives shall have the right to take possession of said property and all damage growing out of Lessee's failure to perform any of the covenants of this Lease shall be added to and become part of the rent, recoverable as rent.
- (g) Lessee shall not use the property for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste. Lessee shall indemnify and hold Lessor harmless from any and all costs, expenses, losses, actions, suits, claims, judgments, and any other liability whatsoever in connection with a breach by Lessee of any federal, state or local environmental protection laws or regulations and/or arising from Lessee's conduct on the property or management of the property or of any activity conducted by Lessee on the property.
- (h) No timber, sand, gravel, marl, minerals or oil shall be removed from said premises without written consent of Lessor.
- (i) Lessee agrees to conform to comply with all State laws and City ordinances regarding noxious weeds, and to all laws of the State of Wisconsin and City of Milton and United States affecting the use of said property.
- (j) To the extent allowed by law, Lessee further agrees to pay and discharge all of Lessor's costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this Lease by the Lessor.
- (k) The words "Lessor" and "Lessee" when used herein shall extend and apply to the heirs, executors, administrators, legal representatives, successors and permitted assigns of the respective parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

THE CITY OF MILTON

HULL FARMS, INC.

Lessor
FEIN NO. 39-6006322

Lessee
FEIN NO. 39-1159550

By:

By:

Anissa M. Welch
Mayor

Korey Hull
President

Al Hulick
City Administrator

ATTEST:

Leanne Schroeder
City Clerk

Drafted by:

Attorney Mark A. Schroeder
CONSIGNY LAW FIRM
303 E. Court Street
Janesville, WI 53547
(608) 755.5050
(608) 755.5057 – Fax

FARMLAND LEASE AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2020, by and between The City of Milton, a Wisconsin Municipal Corporation, "Lessor", of 710 S. Janesville Street, Milton, Wisconsin, 53563, and Pierce Farms, Inc., a Wisconsin Corporation, "Lessee", of 261 E. Gailen Lane, Milton, Wisconsin, 53563, as follows:

1. In consideration of the covenants and conditions contained herein, Lessor leases to Lessee the following described property located in Rock County, Wisconsin:

PARCEL No. V-23-1462.1, consisting of approximately twelve and one-half (12.5) acres in the SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 34, T.4N., R.13E.

2. This Lease shall be for a term of one crop year, specifically the 2020 crop year, commencing on the 1st day of March, 2020, and ending on the 1st day of March, 2021.
3. Lessee promises to pay rent to Lessor as follows:

(a) For the crop year 2020, One Dollar (\$1.00) due on May 1, 2020.

4. It is further expressly understood and agreed:

(a) Lessee promises to pay the above rent at the times and in the manner aforesaid during the continuance of this Lease and not to under lease said premises or any part thereof, nor assign this Lease without the written consent of Lessor and to acquit and deliver the same to Lessor, peaceably and quietly at the end of said term and also to keep the same in as good repair as the same are in at the commencement of said term.

(b) Lessee agrees to farm said property in a husband-like manner and to raise only up to amount of crops thereon that the nature of the soil and season will permit.

(c) Lessee shall preserve and keep any fruit and ornamental trees, vines and shrubbery that now are or shall be planted on the property, from injury by plowing or from cattle, horses, sheep or otherwise and to further keep said premises free from brush, burs and shall also keep all necessary ditches and drains ploughed and cleaned out during the continuance of the Lease.

(d) Lessee shall keep said premises, including the hedges and fences, in proper and necessary repair.

- (e) Lessor and his legal representative may enter upon said premises for the purpose of viewing or of seeding and of making repairs or showing the premises to prospective purchasers.
- (f) If Lessee shall fail to cultivate said premises as herein agreed or shall fail to keep any of the covenants in this Lease contained or shall assign this Lease or shall underlet said premises or any part thereof, then Lessor, at Lessor's election, may terminate this Lease and Lessor or his legal representatives shall have the right to take possession of said property and all damage growing out of Lessee's failure to perform any of the covenants of this Lease shall be added to and become part of the rent, recoverable as rent.
- (g) Lessee shall not use the property for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste. Lessee shall indemnify and hold Lessor harmless from any and all costs, expenses, losses, actions, suits, claims, judgments, and any other liability whatsoever in connection with a breach by Lessee of any federal, state or local environmental protection laws or regulations and/or arising from Lessee's conduct on the property or management of the property or of any activity conducted by Lessee on the property.
- (h) No timber, sand, gravel, marl, minerals or oil shall be removed from said premises without written consent of Lessor.
- (i) Lessee agrees to conform to comply with all State laws and City ordinances regarding noxious weeds, and to all laws of the State of Wisconsin and City of Milton and United States affecting the use of said property.
- (j) To the extent allowed by law, Lessee further agrees to pay and discharge all of Lessor's costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this Lease by the Lessor.
- (k) The words "Lessor" and "Lessee" when used herein shall extend and apply to the heirs, executors, administrators, legal representatives, successors and permitted assigns of the respective parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

THE CITY OF MILTON

PIERCE FARMS, INC.

Lessor
FEIN NO.39-6006322

Lessee
FEIN NO.39-1356060

By:

By:

Anissa M. Welch
Mayor

Michael S. Pierce
President

Al Hulick
City Administrator

ATTEST:

Leanne Schroeder
City Clerk

Drafted by:

Attorney Mark A. Schroeder
CONSIGNY LAW FIRM
303 E. Court Street
Janesville, WI 53547
(608) 755.5050
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