AGENDA
City of Milton
Personnel & Finance Committee Meeting
Tuesday, January 19, 2016
6:30 PM
MILTON CITY HALL
Council Chambers, 710 S. Janesville Street

1. **Call to Order**

2. **Approval of Agenda**

3. **Approval of Minutes - Personnel & Finance Committee Minutes – December 15, 2015.**

   Documents: 12-15-2015 Personnel and Finance Committee Minutes.pdf

4. **Discussion and Possible Action Authorizing Staff to Execute a Farmland Lease Agreement with Heth Farms, Inc.**

   Documents: Heth Farmland Lease Memo from Howie.pdf, Heth Farmland Lease 2016.pdf

5. **Discussion and Possible Action Authorizing Staff to Execute a Farmland Lease Agreement with Hull Farms, Inc.**

   Documents: Hull Farmland Lease Memo from Howie.pdf, Hull Farmland Lease 2016.pdf

6. **Discussion and Possible Action Authorizing Staff to Execute a Farmland Lease Agreement with Pierce Farms, Inc. – Crossridge 2016 and Business Park 2016.**

   Documents: Pierce Farmland Lease Memo from Howie.pdf, Pierce Farmland Lease - Business Park 2016.pdf, Pierce Farmland Lease - Crossridge 2016.pdf

7. **Discussion and Possible Action to Approve Operator's Licenses.**

   Documents: Memo - New Operator Licenses.pdf

8. **Discussion and Possible Action Regarding Treasurer's Report - December 2015**

9. **General Items**

10. **Next Meeting Date – Wednesday, February 17, 2016 at 6:30 p.m.**

11. **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 at Dave's Ace Hardware, Piggly Wiggly, Milton City Hall

City of Milton
Personnel and Finance Committee Minutes

12/15/2015 - Minutes

1. **Call to Order**

   Chair Dave Adams called the meeting of the Personnel & Finance Committee to order at 6:10 p.m.

   Present: Ald. Dave Adams, Ald. Theresa Rusch, and Ald. Jeremy Zajac.

   Also Present: City Administrator Al Hulick, Finance Director Dan Nelson, and City Clerk Elena Hilby.

2. **Approval of Agenda**
   Ald. Zajac moved to approve the agenda. Ald. Rusch seconded, and the motion carried.

3. **Approval of Minutes - Personnel & Finance Committee Minutes – December 1, 2015.**
   Ald. Rusch moved to approve the minutes. Ald. Zajac seconded, and the motion carried.

4. **Discussion and Possible Action to Approve Operator Licenses.**
   Ald. Rusch moved to recommend to the Common Council to approve the operator licenses as presented. Ald. Zajac seconded, and the motion carried.

5. **Discussion and Possible Action Regarding Treasurer's Report - November 2015**

   Finance Director Nelson reviewed the report.

   Ald. Rusch moved to accept the Treasurer's Report. Ald. Zajac seconded, and the motion carried.

6. **General Items**

7. **Next Meeting Date - Tuesday, January 19, 2016 at 6:30 p.m.**

8. **Motion to Adjourn**
   Ald. Zajac moved adjourn the Personnel & Finance Committee meeting at 6:13 p.m. Ald. Rusch seconded, and the motion carried.

Respectfully submitted,
Elena Hilby
City Clerk

CITY OF MILTON

a community since 1838

Office of the Director of Public Works

To: City of Milton Personnel and Finance Committee Members
From: Howard Robinson, Director of Public Works
Date: January 19, 2016
Cc: Mayor Welch, Common Council Members
Subject: Discussion and Possible Action Authorizing Staff to Execute a Farmland Lease Agreement with Heth Farms, Inc.

Discussion

This lease agreement consists of three parcels of approximately 21.679 acres. The lease consists of two payments made to the City of Milton for $800.00 each. Those payments are due on July 31st and December 1st. The lease has been reviewed by Attorney Schroeder and is recommended for approval by Staff.

Staff Recommendation

To recommend that the Common Council authorize Staff to execute a farmland lease agreement with Heth Farms for March 1, 2016 to March 1, 2017.

Attachments

- Farmland Lease Agreement

FARMLAND LEASE AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2016, 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 2016 crop year, commencing on the 1st day of March, 2016, and ending on the 1st day of March, 2017.

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

   (a) For the crop year 2016, Eight Hundred Dollars ($800.00) due on July 31, 2016, and Eight Hundred Dollars ($800.00) due on December 1, 2016.

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, 2016 through March 1, 2017. 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.

(l) 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

_____
Lessor
FEIN NO. 39-6006322

By:

_____
Anissa M. Welch
Mayor

_____
Al Hulick
City Administrator

ATTEST:

_____
Elena Hilby
City Clerk/Deputy Treasurer

HETH FARMS, INC.

_____
Lessee
FEIN NO. 39-1348725

By:

_____
David Heth
President

Drafted by:

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

CITY OF MILTON

a community since 1838

Office of the Director of Public Works

To: City of Milton Personnel and Finance Committee Members
From: Howard Robinson, Director of Public Works
Date: January 19, 2016
Cc: Mayor Welch, Common Council Members
Subject: Discussion and Possible Action Authorizing Staff to Execute a Farmland Lease Agreement with Hull Farms, Inc.

Discussion

This lease agreement consists of two parcels of approximately 22.33 acres. The lease consists of two payments made to the City of Milton for $1,284.00 each. Those payments are due on May 1st and December 1st. The lease has been reviewed by Attorney Schroeder and is recommended for approval by Staff.

Staff Recommendation

To recommend that the Common Council authorize Staff to execute a farmland lease agreement with Hull Farms for March 1, 2016 to March 1, 2017.

Attachments

- Farmland Lease Agreement

FARMLAND LEASE AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2016, 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 7818 N. Consolidated Road, Edgerton, Wisconsin, 53534, 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-23-1466.6 and PARCEL No. V-23-1468.2, consisting of approximately 22.33 acres.

2. This Lease shall be for a term of one crop year, specifically the 2016 crop year, commencing on the 1st day of March, 2016, and ending on the 1st day of March, 2017.

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

   (a) For the crop year 2016, One thousand two hundred eighty-four dollars ($1,284.00) due on May 1, 2016 and One thousand two hundred eighty-four dollars ($1,284.00) due on December 1, 2016.

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 plo wing 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

_____
Lessor
FEIN NO. 39-6006322

By:

_____
Anissa M. Welch
Mayor

_____
Al Hulick
City Administrator

ATTEST:

_____
Elena Hilby
City Clerk/Deputy Treasurer

HULL FARMS, INC.

_____
Lessee
FEIN NO. 39-1159550

By:

_____
Korey Hull
President

Drafted by:

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

CITY OF MILTON

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Office of the Director of Public Works

To: City of Milton Personnel and Finance Committee Members
From: Howard Robinson, Director of Public Works
Date: January 19, 2016
Cc: Mayor Welch, Common Council Members
Subject: Discussion and Possible Action Authorizing Staff to Execute a Farmland Lease Agreement with Pierce Farms, Inc. – Crossridge 2016 and Business Park 2016

Discussion

Crossridge 2016 -
This lease agreement consists of one parcel of approximately 12.5 acres. The lease consists of one payment made to the City of Milton for $1.00. The payment is due on May 1st. The lease has been reviewed by Attorney Schroeder and is recommended for approval by Staff.

Business Park 2016 –
This lease agreement consists of one parcel of approximately 21 acres. The lease consists of two payments made to the City of Milton for $1,155.00 each. The payments are due on May 1st and December 1st. The lease has been reviewed by Attorney Schroeder and is recommended for approval by Staff.

Staff Recommendation

To recommend that the Common Council authorize Staff to execute a farmland lease agreement with Hull Farms for March 1, 2016 to March 1, 2017.

Attachments

- Farmland Lease Agreement

FARMLAND LEASE AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2016, 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 4108 East Milton-Harmony Townline 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, 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 2016 crop year, commencing on the 1st day of March, 2016, and ending on the 1st day of March, 2017.

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

   (a) For the crop year 2016, One thousand one hundred fifty-five dollars ($1,155.00) due on May 1, 2016 and One thousand one hundred fifty-five dollars ($1,155.00) due on December 1, 2016.

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 plo wing 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

_____
Lessor
FEIN NO. 39-6006322

By:

_____
Anissa M. Welch
Mayor

_____
Al Hulick
City Administrator

ATTEST:

_____
Elena Hilby
City Clerk/Deputy Treasurer

PIERCE FARMS, INC.

_____
Lessee
FEIN NO. 39-1356060

By:

_____
Michael S. Pierce
President

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 _____, 2016, 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 4108 East Milton-Harmony Townline 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-23-1462.1, consisting of approximately twelve and one-half (12.5) acres in the SW ¼ and SE ¼ of Section 34,T.4N., R.13E.

2. This Lease shall be for a term of one crop year, specifically the 2016 crop year, commencing on the 1st day of March, 2016, and ending on the 1st day of March, 2017.

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

   (a) For the crop year 2016, One Dollar ($1.00) due on May 1, 2016.

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 plo wing 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

_____
Lessor
FEIN NO.39-6006322

By:

_____
Anissa M. Welch
Mayor

_____
Al Hulick
City Administrator

ATTEST:

_____
Elena Hilby
City Clerk/Deputy Treasurer

PIERCE FARMS, INC.

_____
Lessee
FEIN NO.39-1356060

By:

_____
Michael S. Pierce
President

Drafted by:

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

CITY OF MILTON

a community since 1838

Office of the City Clerk

To: City of Milton Personnel and Finance Committee
From: Elena Hilby, City Clerk/Deputy Treasurer
Date: January 19, 2016
Subject: Discussion and Possible Action to Approve Operator Licenses.

Discussion

The following operator license applications have been received in the Clerk's Office. A successful background check has been completed and Staff recommends approval of these licenses.
A New Operator License will be issued to the following individuals:

- Jacqueline Schultz
- Kelsey Tande
- Danielle Griffis
- Kasidie Pallansch

Staff Recommendation

To recommend to the Common Council to approve the operator licenses as presented.

Attachments

None.