



AGENDA

City of Milton

Personnel & Finance Committee Meeting

Tuesday, January 17, 2017

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 – November 15, 2016.**

Documents:

[11-15-2016 Personnel and Finance Committee Minutes.pdf](#)

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

Documents:

[Memo - New Operator Licenses.pdf](#)

5. **Discussion and Possible Action Authorizing Staff to Execute a Farmland Lease Agreement with Pierce Farms, Inc. – Crossridge 2017 and Business Park 2017.**

Documents:

[Pierce Farmland Lease Memo from Howie.pdf](#)  
[Pierce Farmland Lease - Business Park 2017.pdf](#)  
[Pierce Farmland Lease - Crossridge 2017.pdf](#)

6. **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 2017.pdf](#)

7. **Discussion and Possible Action Regarding Treasurer's Report – December 2016.**

8. **General Items**

- a. **Next Meeting Date – Wednesday, February 22, 2017 at 6:30p.m.**

## **9. 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.

Notice is hereby given that a majority of the City of Milton Common Council may be present at the Personnel & Finance Committee meeting at the above mentioned date and time to gather information over which they have decision-making responsibility.

Posted by Elena Hilby January 13, 2017 at Dave's Ace Hardware, Piggly Wiggly, Milton City Hall.

**City of Milton**  
**Personnel and Finance Committee Minutes**

11/15/2016 - Minutes

**1. Call to Order**

Ald. Dave Adams called the November 15, 2016 meeting of the Personnel & Finance Committee to order at approximately 6:30 p.m.

Present: Ald. Dave Adams, Ald. Nancy Lader, and Ald. Maxine Striegl.

Also Present: City Administrator Al Hulick, Finance Director Dan Nelson, Police Chief Scott Marquardt, and City Clerk/Deputy Treasurer Elena Hilby

**2. Approval of Agenda**

Ald. Lader moved to approve the agenda. Ald. Striegl seconded, and the motion carried.

**3. Approval of Minutes - Personnel & Finance Committee Minutes – October 4, 2016.**

Ald. Striegl moved to approve the minutes. Ald. Lader seconded, and the motion carried.

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

Ald. Lader moved to recommend to the Common Council the approval of the Operator's licenses as presented. Ald. Adams seconded, and the motion carried with Ald. Striegl in abstention.

**5. Discussion and Possible Action Regarding Denial of 2016-2017 Operator License for Molly N. Hickstein.**

Chief Marquardt reviewed the item.

Ald. Lader moved to recommend to the Common Council to deny the Operator license for Molly N. Hickstein based on the health, safety, and welfare of the community. Ald. Striegl seconded, and the motion carried unanimously.

**6. Discussion and Possible Action Regarding the 2017 Refuse/Recycling Fee and Potential Future Contract with John's Disposal.**

Finance Director Nelson reviewed the item.

Ald. Lader moved to recommend to the Common Council to finish out the contract with John's Disposal and then put it out to RFP. Ald. Striegl seconded, and the motion carried unanimously.

**7. Discussion and Possible Action Regarding Treasurer's Report – September & October 2016.**

Finance Director Nelson reviewed the reports with the committee. Ald. Striegl moved to accept the Treasurer's Report. Ald. Lader seconded, and the motion carried.

**8. General Items**

**9. Next Meeting Date – Tuesday, December 20, 2016 at 6:30 p.m.**

**10. Motion to Adjourn**

Ald. Striegl moved to adjourn the meeting of the Personnel & Finance Committee at approximately 6:38 p.m. Ald. Lader seconded, and the motion carried.

Respectfully submitted,  
Elena Hilby  
City Clerk



## Office of the City Clerk

**To:** City of Milton Personnel and Finance Committee  
**From:** Elena Hilby, City Clerk/Deputy Treasurer  
**Date:** January 17, 2017  
**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:

- Tasha Glynn
- Alexis Graves
- Alicia Shepherd

### **Staff Recommendation**

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

### **Attachments**

None.



## 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 17, 2017  
**Cc:** Mayor Welch, Common Council Members  
**Subject:** Discussion and Possible Action Authorizing Staff to Execute a Farmland Lease Agreement with Pierce Farms, Inc. – Crossridge 2017 and Business Park 2017

---

### **Discussion**

Crossridge 2017 -

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 1<sup>st</sup>. The lease has been reviewed by Attorney Schroeder and is recommended for approval by Staff.

Business Park 2017 –

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 1<sup>st</sup> and December 1<sup>st</sup>. 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, 2017 to March 1, 2018.

### **Attachments**

- Farmland Lease Agreement

## FARMLAND LEASE AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2017, 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 2017 crop year, commencing on the 1<sup>st</sup> day of March, 2017, and ending on the 1<sup>st</sup> day of March, 2018.
3. Lessee promises to pay rent to Lessor as follows:
  - (a) For the crop year 2017, One thousand one hundred fifty-five dollars (\$1,155.00) due on May 1, 2017 and One thousand one hundred fifty-five dollars (\$1,155.00) due on December 1, 2017.
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:

---

Elena Hilby  
City Clerk/Deputy Treasurer

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 \_\_\_\_\_, 2017, 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  $\frac{1}{4}$  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 2017 crop year, commencing on the 1<sup>st</sup> day of March, 2017, and ending on the 1<sup>st</sup> day of March, 2018.
3. Lessee promises to pay rent to Lessor as follows:
  - (a) For the crop year 2017, One Dollar (\$1.00) due on May 1, 2017.
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:

\_\_\_\_\_  
Elena Hilby  
City Clerk/Deputy Treasurer

Drafted by:

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



## 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 17, 2017  
**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 31<sup>st</sup> and December 1<sup>st</sup>. 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, 2017 to March 1, 2018.

### **Attachments**

- Farmland Lease Agreement

## **FARMLAND LEASE AGREEMENT**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2017, 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 2017 crop year, commencing on the 1<sup>st</sup> day of March, 2017, and ending on the 1<sup>st</sup> day of March, 2018.
3. Lessee promises to pay rent to Lessor as follows:
  - (a) For the crop year 2017, Eight Hundred Dollars (\$800.00) due on July 31, 2017, and Eight Hundred Dollars (\$800.00) due on December 1, 2017.
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, 2017 through March 1, 2018. 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:

\_\_\_\_\_  
Elena Hilby  
City Clerk/Deputy Treasurer

Drafted by:

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