

OFFICIAL PUBLIC NOTICE



MEETING OF THE FINANCE COMMITTEE

TUESDAY, FEBRUARY 07, 2023 AT 5:00 PM

COUNCIL ROOM, MUNICIPAL BUILDING, 450 S. MAIN ST., RICHLAND CENTER, WI 53581

AGENDA

CALL TO ORDER: *Roll call; determine whether a quorum is present; affirmation of proper public notice.*

APPROVAL OF MINUTES: *Motion to waive the reading and approve the minutes of the last meeting.*

1. Minutes 1/17/2023

PAYMENT OF BILLS

2. Bills 02 07 2023

CLERK/TREASURER'S REPORT

ITEMS FOR DISCUSSION AND ACTION:

3. Cropland Lease Renewal
4. Stori Field RFQ (Request for Qualifications) Process
5. Secure professional services for Zoning administration
6. Secure Services for Zoning Code Modifications
7. Billboard Lease Proposal
8. State Municipal Financial Agreement for Highway 80 DOT Project

ADJOURN

Posted this 3rd day of February, 2023 by 4:30 PM.

Copy to the official newspaper the Richland Observer.

A handwritten signature in cursive script, appearing to read "Aaron Joyce", written over a horizontal line.

Aaron Joyce, City Clerk/Treasurer

PLEASE NOTE: That upon reasonable notice, a minimum of 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service contact Ashley Oliphant, City Administrator at 450 S. Main St., Richland Center, WI. 53581 or call 608-647-3466. Notice is hereby given that the council members who are not members of this committee may attend this meeting so as to constitute a quorum of the city council. Any such council member attendance will be for information gathering, discussion, and/or related purposes and will not result in the direct decision making by the city council at the committee meeting. The City of Richland Center is an equal opportunity employer, provider, and lender.

COUNCIL ROOM, MUNICIPAL BUILDING, 450 S. MAIN ST., RICHLAND CENTER, WI 53581

ROLL CALL:

5:33 PM Members present: Karin Tepley, Melony Walters, and Ryan Cairns. Other officials present: Clerk/Treasurer Aaron Joyce, City Administrator Ashley Oliphant, Mayor Todd Copernoll.

APPROVAL OF MINUTES: *Motion to waive the reading and approve the minutes of the last meeting.*

1. Minutes for 12/20 & 01/03
Motion made by Walters to approve the regular minutes of December 6th and January 3rd, and the special meeting on January 6th. Seconded by Tepley. Motion carried 3-0.

PAYMENT OF BILLS:

2. Bills 01-17-2023
Motion made by Walters to approve the bills as presented. Seconded by Tepley. Motion carried 3-0.
Voting Yea: Tepley, Walters, Cairns

CLERK/TREASURER'S REPORT

Clerk/Treasurer Joyce reported that property tax collection has been swift with over \$3-million collected to date. The Clerk/Treasurer's Department has been busy doing new year payroll changes, updates, and W-2's. It's all been a challenge with the new payroll and accounting software. There has also been a transition to the new Municode agenda software. This allows agendas, packets, and minutes to be created in one central location and be posted on the city's website. A roll-out will happen to instruct department heads how to develop their own agendas using the program.

ITEMS FOR DISCUSSION AND ACTION:

3. Request to Purchase Replacement Dike Lights
Dave Fry reported that he has had difficulty finding replacements for the current lights along the walking trail. He is hoping to get 18 lights replaced at a \$530 each from Graybar. Quotes from multiple suppliers were received by Fry and Administrator Oliphant and Graybar was the lowest price per unit by far. Both requested to have the bidding process waived. Oliphant said that state statute only requires a bidding process for public construction.
Motion by Cairns to recommend to Council to approve the purchase of dike lights at a cost not to exceed \$10,000 from Visual Impact/Graybar and waive the bidding requirements. Second by Tepley. Motion carried 3-0. Voting Yea: Tepley, Walters, Cairns
4. Update on Street Department Truck Purchase
Street Superintendent Terry Nelson requested and was authorized to purchase a 2022 F250 XL from Fillback Ford at the special Finance meeting on January 6th. It was reported that the truck has since been purchased and is in the city's possession.
5. Symons Rec Operational Deficiency Request

Symon's Recreation Complex incurred a deficiency in 2020 & 2021 largely related to the pandemic; however, it was only learned recently that a shortfall was incurred. The city's share of the requested deficiency reimbursement is \$47,611.41. Oliphant asked if the committee wanted to make a recommendation to the full council for approval. Any reimbursement would come from unbudgeted funds. Areas of funding may include unallocated contingency from 2022 and/or the remainder of line item in Symons. Oliphant noted that Richland County has already transferred funds from one account to another to cover the entire shortfall for Symons and is seeking half from the city. Cairns stated that he doesn't feel there is enough information for Finance to approve or deny the request and noted it should be a full council decision. No action was taken by the Finance Committee. The item is on the full council agenda for consideration.

Item 1.

ADJOURN

Motion to adjourn made by Tepley, Seconded by Walters. Motion carried 3-0 at 6:16 PM.

A/P LIST SUBMITTED FOR APPROVAL

Item 2.

Finance Committee

Meeting Date: 02/07/23

VENDOR	DESCRIPTION	2022 AMOUNT	2023 AMOUNT
Added Touch Floral & Gifts	M Sowle plant		40.00
Aegis Corporation	Insurance - crime policy		1,823.00
Aegis Corporation	Insurance - equipment breakdown		8,236.00
Alliant Energy	Light bills - Street light/Airport lounge		150.28
BMO Harris Bank	Police charges - Training/supplies/postage		588.32
BMO Harris Bank	City charges - Prestamped envelopes/supplies		1,663.31
Community Insurance	2023 workers comp 2nd installment		34,013.00
Computer Doctors	ARPA expenses - data processing	19,898.84	
Ehlers	Disclosure reporting		750.00
Frontier	Police department phone bill		10.70
Genuine Telecom	Police phone bill		149.02
Genuine Telecom	Mun Bldg phone/DSL bill		448.92
Genuine Telecom	Street/Airport/Landfill phone bill		190.21
Genuine Telecom	Parks/CC phone bill		300.65
Jelinek, Gretchen	Monthly assessor payment		1,658.33
Jones Chevrolet	Police squad operating expense		69.95
Kiesler Police Supply	Police priority equipment		883.00
Koelsch, Ben	Monthly cable sponsorship		1,933.75
Mid-States Organized Crime Info Center	Police membership		150.00
Pine River Sports Association	Police indoor range fee		100.00
Pitney Bowes	Postage for postage meter		405.25
Pitney Bowes	Postage meter supplies		182.58
Rhyme Business Products	Municipal building copiers		459.46
Rhyme Business Products	Police office supplies		154.47
Rhyme Business Products	Mun Bldg office supplies		191.44
Richland Fire District	Fire call - accident		600.00
Rodriguez, Joel	Police translator		37.50
Running, Inc	December taxi service	21,114.14	
Stanard & Associates, Inc	Police employment testing		248.00
State Pool #1	Transfer airport ARPA funds	22,000.00	
TC AutoWorks LLC	Police squad operating expense		181.92
U S AutoForce	Police squad operating expense		1,809.68
U S Cellular	Floodwarning call line		40.51
U S Cellular	City cell phones		232.42
Verizon Wireless	Police cell phones		453.53
W Chris McGough LLC	City attorney fees		6,100.00
Wallace, Cooper & Elliott Insurance	Insurance adjustment		101.00
Walsh's Ace Hardware	Police supplies		55.78
Wex Bank	Police fuel bill		2,212.54
WI Dept of Justice	Annual PD system support		1,281.00
WI Dept of Revenue	Aviation fuel tax		10.06
WI Dept of Transportation	Preliminary design-Highway 14		2,316.76
Wiconnect Wireless	Airport internet		56.86
Wil-Kil Pest Control	Landfill pest control		63.30
WPPI	LED project payment		421.62
	Totals	63,012.98	70,774.12

GRAND TOTAL

\$133,787.10

PUBLIC WORKS BILLS

Meeting Date: 01/31/23

VENDOR	DESCRIPTION	AMOUNT
Allstate peterbilt	54200-420 power steering joint	51.96
Blackstone technologies	54200-520 patch	1,203.09
city utilities	54100-460 fire alarm	193.67
premier co-op	54200-500 gas	4,979.82
richland county highway dept	5400-520 salt-sand mix	2,167.35
simpson tractor inc.	54100-520 grease	85.80
walshes ace hardware	54200-440 sayty chain repair	16.72
walshes ace hardware	5400-440 snow plow repair	37.50
walshes ace hardware	54200-520 driveway markers	55.62
wil-kil pest control	54500-560 landfill cont work	63.30
total		8,854.83
<i>(Corrections/Adjustments from C/T office):</i>		
Walsh's Ace Hardware	Duplicate payment	(55.62)
Nature's Way Portables	Landfill portable rent	130.00
Richland Electric Co-op	Floodwarning bills	80.52
Town & Country Sanitation	Garbage bills	27,599.30
Revised Total		\$ 36,609.03

2022

Park/Property Bills

Total

\$1,293.99

2-2-23
~~31-Dec-22~~

Item	Invoice#/WO#/PO#	Invoice/WO/PO Date	Cost
Ferrellgas: 10-54900-310 Airport Terminal Building	1121648205	12/27/2022	\$1,042.28
NAPA Auto Parts: 10-51850-390 Community Center Furnace Belt	575353	12/6/2022	\$58.86
Simpson's Tractor Inc.: 10-55300-470 Tool Cat Snow Broom	WO21457	12/28/2022	\$192.85

Total

\$1,293.99

2023 Park/Property Bills

Total

\$4,160.57
 2-2-23
 17-Oct-22

Item	Invoice#/WO#/PO#	Invoice/WO/PO Date	Cost
A-1 Glass: 10-51850-440 F250 Log Through Back Window	1621600	1/24/2023	\$350.00
Auto Value Parts Stores: 10-51850-440 Snow Plow Light, 10-51850-440 Skid Steer	529087501, 529087879	1/13/2023, 1/26/2023	\$175.98 135.84
Carrot-Top Industries, Inc.: 10-51850-525 Cemetery Veterans Flags and City Flags	113676	1/19/2023	\$2,271.69
Holiday Wholesale: 10-51850-520 Parks, 10-51850-520 Parks All Buildings, 10-51850-520 Parks All Buildings	1306809, 1314803, 1317905	1/10/2023, 1/19/2023, 1/24/2023	\$776.70
Legacy Mark LLC: 10-51850-390 Annual Software Support, 10-51850-390 CemWeb Search Module Monthly Lease	104775-000, 104776-000	1/20/2023, 1/20/2023	\$551.52
Walsh's ACE Hardware: 10-51850-390 Community Center Fix Table, 10-51850-390 Community Center Sign, 10-55300-655 Dike Signs Repaint, 10-55300-655 Dike Signs Repaint	482410, 482040, 482153, 482784	1/24/2023, 1/18/2023, 1/19/2023, 2/1/2023	\$34.68
Total			\$4,160.57

Pomps

607.38

 \$4,727.81

CROPLAND LEASE- RICHLAND AIRPORT

THIS LEASE AGREEMENT is entered into between the **City of Richland Center**, a Wisconsin municipal corporation, whose address is 450 South Main Street, Richland Center, Wisconsin, hereinafter alternatively referred to as the City or as Landlord, and **Chad Johnson**, an adult resident of Richland County, his address being 28999 Downey Lane, Richland Center, WI 53581, hereinafter referred to as Tenant, for the purposes and on the terms set forth below:

I. RECITALS

1.1 Landlord is the owner of certain parcel of real estate on the Richland Airport property located in Section 6 of the Township of Buena Vista, Town 9 North, Range 2 East, Richland County, Wisconsin, consisting of approximately 54 tillable acres, more or less, shown as fields in the aerial photos titled Exhibit 1 attached hereto and made a part hereof.

1.2 It is specifically agreed by the parties that Tenant, being an experienced farm operator, has made inspection of the tillable fields on said property and is satisfied with the above approximation of the number of acres being rented in the available tillable fields. Tenant thus relies upon his inspection and experience as to the number of available tillable acres, and not upon any representation of Landlord.

1.3 Tenant is a farm operator and agrees to enter into a cash lease of the aforesaid premises of Landlord for agricultural purposes only on the terms set forth herein.

II. TERM OF LEASE

2.1 This lease shall be for a term of three (3) or five (5) years, commencing January 1, 2023, and terminating December 31, 2028. Tenant shall have no right of renewal. However, if the Tenant continues to use the rented property beyond the termination date and the Landlord does not take steps to terminate such use, the Tenant shall be liable to the Landlord for rent for each year that the extended use continues at the same rate and on the same terms as set forth herein for the lease term.

2.2 Within a time period of thirty (30) - ninety (90) days from the termination of this lease (January 1, 2023), Tenant shall notify the City of said termination date.

III. AMOUNT AND PAYMENT OF RENTS

3.1 The annual cash rental for the cropland over the term of this lease shall be in the yearly amount of \$12,204.00, which rental shall be due and payable as follows:

a. A cash payment equal to one-half (1/2) of each year's total rent in the amount of \$6,102.00 shall be due and payable on before April 1 of each respective year of this agreement.

b. An additional cash payment equal to the balance of each year's total rent in the amount of \$6,102.00 shall be due and payable after the harvesting by Tenant or Tenant's assignees or agents of any crop grown on the leased lands, but in no event later than December 1 of the crop year for which the rent is due.

c. Any payment not timely made shall bear interest at twelve per cent (12%) from its due date until paid. In addition, failure to make any rental payment when due shall constitute grounds for the City to terminate this lease, in the City's sole discretion.

d. Landlord and Tenant mutually acknowledge that 54 acres is a mutually agreed amount of acreage being rented. The Tenant has had the opportunity to survey and review the land in question and the parties agree with the mapped acres shown in Exhibit 1, which is incorporated herein.

IV. LAND USE AND CROPPING

4.1 The rented tillable fields shall be actively farmed. Tenant shall not place any of the rented lands in any set aside program, although it is permissible for Tenant to include rented lands in his overall set-aside computations provided he crops the rented lands. Any desired fertilizer shall be purchased and paid for by Tenant, without any obligation on the part of Landlord to make contribution, reimbursement or payment therefor. Tenant shall furnish at his expense all labor and machinery utilized in the preparation for and carrying out of farming operations. The Tenant shall leave all seeding, whether new or existing, in good condition at the expiration of the lease term or of any extension of the lease term.

4.2 Farming activity on the rented land will be limited to the growing of alfalfa and harvesting hay and forage grass and growing soybeans. Growing of corn is prohibited. Tenant shall plant these crops on the rented land at Tenant's expense, without contribution from the city for seed, fertilizer or other cropping inputs. Tenant shall be entitled to harvest the nurse crop and cut hay off seeded rented land during the lease term.

4.3 Certain areas of the lands under this contract cover require low crops and certain areas allow for higher crops to be planted, which areas are shown on the attached Exhibit 1 and marked "Restrictions".

4.4 Existing crop stripping practices, if applicable, shall be maintained during the term of this Lease, and Tenant shall consult Landlord as to which strips shall be seeded or plowed. Tenant will not break up any existing sod on any seeded down area.

4.5 Tenant agrees that access to crop land will not be through or on top of any active runway, paved or grass, and tenant shall gain access to the crop land exclusively by going around the active runway areas delineated on the Airport Map. In the event that tenant or tenant's agent shall damage any runway by use of tenant's machinery, tenant shall be liable for the cost incurred by the City to repair such damage.

4.6 Tenant or tenant's employees shall not under any circumstances drive any item of agricultural equipment across any portion of the grass runway or the paved runway, any taxiway or ramp. In the event of any violation of this subparagraph the Tenant agrees to pay a penalty to the City in the amount of \$500.00.

4.7 No manure shall be deposited, spilled or spread on any portion of the grass runway.

4.8 No manure or mud shall be deposited, spilled or spread on any portion of the the paved runway or paved taxiways.

4.9 No agricultural activities shall be conducted within 125 feet of the centerline of either runway.

V. ADDITIONAL TENANT'S OBLIGATIONS

5.1 Tenant shall follow farming practices that are generally recommended and best adopted to this type of farm and for this locality unless other practices are agreed upon with Landlord. Tenant shall consult with Landlord in the person of the Mayor, the Chairman of the Airport Committee or the Airport Manager* with regard to any farming practice which could materially affect the use and value of the farm after termination of this Lease, and the decision of Landlord shall control as to whether any such practice shall be allowed. Tenant agrees to consult with the duly appointed Chairman of the Airport Committee* and the Airport Manager* on any and all questions that might arise in regards to the operation of the said premises. If, at any time during the term of this lease, a conservation plan is in effect for the premises, Tenant shall follow the requirements of said plan.

***Consider and provide opinion on changes to the highlight portions of provision 5.1 above- Airport Committee, Airport Manager or Property Committee, etc.

5.2. Tenant shall preserve all established watercourses, tile drains, tile outlets, grass waterways and terraces, and shall refrain from any operations that will injure them.

5.3. Tenant shall take reasonable steps to keep down weeds on the rented lands and along abutting fencerows and field access roads.

5.4 Tenant shall yield up peaceable possession of the rented lands at the termination of this Lease.

5.5 Tenant acknowledges the rented lands are to be used solely for the purpose of raising feed grain and forage crops as described above. As such, Tenant shall not pasture or graze livestock of any nature on the rented lands.

5.6. Tenant shall be responsible for insuring his operations and equipment used on the property and maintain liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring Tenant and Landlord with minimum coverage as follows: Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as an additional insured with policy limits at a minimum of \$1,000,000 single limit and \$3,000,000 aggregate. The Certificate shall provide for a ten-day written notice to Landlord in the event of cancellation or material change of coverage. To the maximum extent permitted by applicable insurance policies which may be owned by Landlord or Tenant, for the benefit of each other, may waive any and all rights of subrogation which might otherwise exist.

FORMATTING WILL BE CORRECTED

VI. ADDITIONAL LANDLORD'S OBLIGATIONS

6.1 Landlord shall be responsible for the cost of repairs to the premises, except the cost of those repairs necessitated by the acts or omissions of Tenant or Tenant's agents, which shall be the responsibility of Tenant. Landlord shall be responsible for the cost of any permanent capital improvements it might wish to make to the premises.

6.2 Landlord shall pay all taxes and assessments, if any, against the real estate, and the premiums for insurance carried on the rented property insuring landlord against liability.

6.3 Landlord shall prevent any other of its tenants from interfering with the use, possession and quiet enjoyment of the premises leased to Tenant herein.

6.4 This lease is subordinate to the provisions of any existing or future agreement between the City and the United States.

IN WITNESS WHEREOF the parties have executed this Lease on the dates hereunder set forth next to their respective names, to be effective , 2023.

CITY OF RICHLAND CENTER, LANDLORD

By:

Attest:

MAYOR TODD COPPERNOLL

CLERK/TREASURER, AARON JOYCE

Dated: _____

CHAD JOHNSON, TENANT

By:

CHAD JOHNSON

Dated: _____

Exhibit 1: Cropland Lease- Airport

2019



CROPLAND LEASE- NORTH INDUSTRIAL PARK

THIS LEASE AGREEMENT is entered into between the **City of Richland Center**, a Wisconsin municipal corporation, whose address is 450 South Main Street, Richland Center, Wisconsin, hereinafter alternatively referred to as the City or as Landlord, and **Chad Johnson**, an adult resident of Richland County, his address being 28999 Downey Lane, Richland Center, WI 53581, hereinafter referred to as Tenant, for the purposes and on the terms set forth below:

I. RECITALS

1.1 Landlord is the owner of certain parcels of real estate located East of the Pine River in Sections 4, 5 and 9, Town 10 North, Range 1 East, in the City of Richland Center, Richland County, Wisconsin, consisting of approximately **93.5** tillable acres, more or less, shown as fields on the City's lands in the aerial photo titled Exhibit 1 attached hereto and made a part hereunder. Certain lands or fields shown in Exhibit 1 are excluded from this Lease and marked on the aerial photo of Exhibit 1 as **"Removed"**.

1.2 It is specifically agreed by the parties that Tenant, being an experienced farm operator, has made inspection of the tillable fields on said property and is satisfied with the above approximation of the number of acres being rented in the available tillable fields. Tenant thus relies upon his inspection and experience as to the number of available tillable acres, and not upon any representation of Landlord.

1.3 Tenant is a farm operator and agrees to enter into a cash lease of the aforesaid premises of Landlord for agricultural purposes only on the terms set forth herein.

II. TERM OF LEASE

2.1 This lease shall be for a term of **[three (3)] or [five (5)]** years, commencing **January 1, 2023**, and terminating **December 31, 2028**. Tenant shall have no right of renewal. However, if the Tenant continues to use the rented property beyond the termination date and the Landlord does not take steps to terminate such use, the Tenant shall be liable to the Landlord for rent for each year that the extended use continues at the same rate and on the same terms as set forth herein for the lease term.

2.2 Within a time period of thirty (30) - ninety (90) days from the termination of this lease (**January 1, 202X**), Tenant shall notify the City of said termination date.

2.3 Notwithstanding the foregoing the City shall have the right to terminate this lease at the end of any calendar year prior to the final calendar year of the lease term by giving the Tenant notice in writing not less than thirty (30) days prior to the end of the calendar year of the City's intent to terminate. In such event, the City shall reimburse the Tenant the sum of \$15.00 for each cropland acre as an agreed reimbursement for lime applied to the lands by the Tenant, provided Tenant has applied lime during the lease term.

III. AMOUNT AND PAYMENT OF RENTS

3.1 The annual cash rental for the cropland over the term of this lease shall be in the yearly amount of \$16,990.00, which rental shall be due and payable as follows:

a. A cash payment equal to one-half (1/2) of each year's total rent in the amount of \$8,495.00 shall be due and payable on before April 1 of each respective year of this agreement.

FORMAT WILL BE CORRECTED

b. An additional cash payment equal to the balance of each year's total rent in the amount of \$8,495.00 shall be due and payable after the harvesting by Tenant or Tenant's assignees or agents of any crop grown on the leased lands, but in no event later than December 1 of the crop year for which the rent is due.

c. Any payment not timely made shall bear interest at twelve per cent (12%) from its due date until paid. In addition, failure to make any rental payment when due shall constitute grounds for the City to terminate this lease, in the City's sole discretion.

d. Landlord and Tenant mutually acknowledge that 93.5 acres is a mutually agreed amount of acreage being rented. The Tenant has had the opportunity to survey and review the land in question and the parties agree with the mapped acres shown in Exhibit 1, which is incorporated herein.

IV. LAND USE AND CROPPING

4.1 The rented tillable fields shall be actively farmed. Tenant shall not place any of the rented lands in any set aside program, although it is permissible for Tenant to include rented lands in his overall set-aside computations provided he crops the rented lands. Any desired fertilizer shall be purchased and paid for by Tenant, without any obligation on the part of Landlord to make contribution, reimbursement or payment therefor. Tenant shall furnish at his expense all labor and machinery utilized in the preparation for and carrying out of farming operations. The Tenant shall leave all seeding, whether new or existing, in good condition at the expiration of the lease term or of any extension of the lease term.

4.2 Farming activity on the rented land will be limited to the growing of alfalfa and harvesting hay and forage grass and growing soybeans and corn. Tenant shall plant these crops on the rented land at Tenant's expense, without contribution from the city for seed, fertilizer or other cropping inputs. Tenant shall be entitled to harvest the nurse crop and cut hay off seeded rented land during the lease term.

4.3 Existing crop stripping practices, if applicable, shall be maintained during the term of this Lease, and Tenant shall consult Landlord as to which strips shall be seeded or plowed. Tenant will not break up any existing sod on any seeded down area.

4.4 Landlord shall be responsible for the cost of repairs to the premises, except the cost of those repairs necessitated by the acts or omissions of Tenant or Tenant's agents, which shall be the responsibility of Tenant. Landlord shall be responsible for the cost of any permanent capital improvements it might wish to make to the premises.

4.5 The Tenant's rights to use the rented lands are limited to fanning the fields and acts reasonably related thereto. This lease shall not give the Tenant any rights to the lands other than those related to such farming activity.

4.6 Tenant shall not drive over any curbs. Access shall be via existing curb cuts.

V. ADDITIONAL TENANT'S OBLIGATIONS

5.1 Tenant shall follow farming practices that are generally recommended and best adopted to this type of farm and for this locality unless other practices are agreed upon with Landlord. Tenant shall consult with Landlord in the person of the Mayor, the Chairman of the Property Committee with regard to any farming practice which could materially affect the use and value of the farm after termination of this Lease, and the decision of Landlord shall control as to whether any such practice shall be allowed. Tenant agrees to consult with the duly appointed Chairman of the Property Committee on any and all questions that might arise in regards to the operation of the said premises. If, at any time during the term of this lease, a conservation plan is in effect for the premises, Tenant shall follow the requirements of said plan.

5.2. Tenant shall preserve all established watercourses, tile drains, tile outlets, grass waterways and terraces, and shall refrain from any operations that will injure them.

5.3. Tenant shall take reasonable steps to keep down weeds on the rented lands and along abutting fencerows and field access roads.

5.4 Tenant shall yield up peaceable possession of the rented lands at the termination of this Lease.

5.5 Tenant acknowledges the rented lands are to be used solely for the purpose of raising feed grain and forage crops as described above. As such, Tenant shall not pasture or graze livestock of any nature on the rented lands.

5.6. Tenant shall be responsible for insuring his operations and equipment used on the property and maintain liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring Tenant and Landlord with minimum coverage as follows: Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as an additional insured with policy limits at a minimum of \$1,000,000 single limit and \$3,000,000 aggregate. The Certificate shall provide for a ten-day written notice to Landlord in the event of cancellation or material change of coverage. To the maximum extent permitted by applicable insurance policies which may be owned by Landlord or Tenant, for the benefit of each other, may waive any and all rights of subrogation which might otherwise exist.

VI. ADDITIONAL LANDLORD'S OBLIGATIONS

6.1 Landlord shall be responsible for the cost of repairs to the premises, except the cost of those repairs necessitated by the acts or omissions of Tenant or Tenant's agents, which shall be the responsibility of Tenant. Landlord shall be responsible for the cost of any permanent capital improvements it might wish to make to the premises.

6.2 Landlord shall pay all taxes and assessments, if any, against the real estate, and the premiums for insurance carried on the rented property insuring landlord against liability.

6.3 Landlord shall prevent any other of its tenants from interfering with the use, possession and quiet enjoyment of the premises leased to Tenant herein.

6.4 This lease is subordinate to the provisions of any existing or future agreement between the City and the United States.

VII. LANDLORDS RIGHT TO SELL PORTIONS OF RENTED LANDS; ADJUSTMENTS OF RENT IN THE EVENT OF SALE

7.1 Landlord shall have the exclusive right to sell or convey away any of the demised premises during the term of this lease or any renewal thereof. In the event of such sale or conveyance prior to completion of Tenant's farming activities in the year of sale, the rent owed by Tenant for the crop year in which the sale occurs shall be reduced according to the following formula:

- (a) **Hay ground sold before August 1:** Reduction by **\$75.00** per acre sold or conveyed.
- (b) **Hay ground sold after August 1:** No reduction in rent for the current crop year.
- (c) **Ground planted in corn sold after planting but before harvest:** Reduction by **\$300.00** per acre sold or conveyed.
- (d) **Ground planted in soybeans sold after planting but before harvest:** Reduction by **\$250.00** per acre sold or conveyed.

7.2 Rents for subsequent years shall be reduced by **\$75.00** per acre of the rented land sold or conveyed during the lease term.

7.3 **SPECIAL CONDITIONS FOR 10 ACRE PARCEL LABELED "AREA OF CONCERN" ON EXHIBIT 1.** Tenant understands that a portion of the Lease includes a 10 acre parcel identified in Exhibit 1 as an "Area of Concern". Such parcel may be subject to State or Federal laws limiting or disallowing the use of said parcel due to archeological concerns. In the event said parcel becomes subject to such limitations or disallowance, Landlord shall notify Tenant, and Tenant shall cease all use of said parcel. Landlord and Tenant agree that in the event said parcel becomes limited in use or disallowed in its entirety, the Parties agree:

1. The amount due for rent shall be reduced by the amount of **\$141.00** per acre of land, resulting in a reduction of **\$750.12** per year of the Lease from the year **2021** forward;
2. Tenant shall not farm and avoid entry upon the 10 acres; and
3. All other provisions of the Lease shall remain in effect.

IN WITNESS WHEREOF the parties have executed this Lease on the dates hereunder set forth next to their respective names, to be effective _____, 2023.

CITY OF RICHLAND CENTER, LANDLORD

By:

Attest:

MAYOR TODD COPPERNOLL

CLERK/TREASURER, AARON JOYCE

Dated: _____

CHAD JOHNSON, TENANT

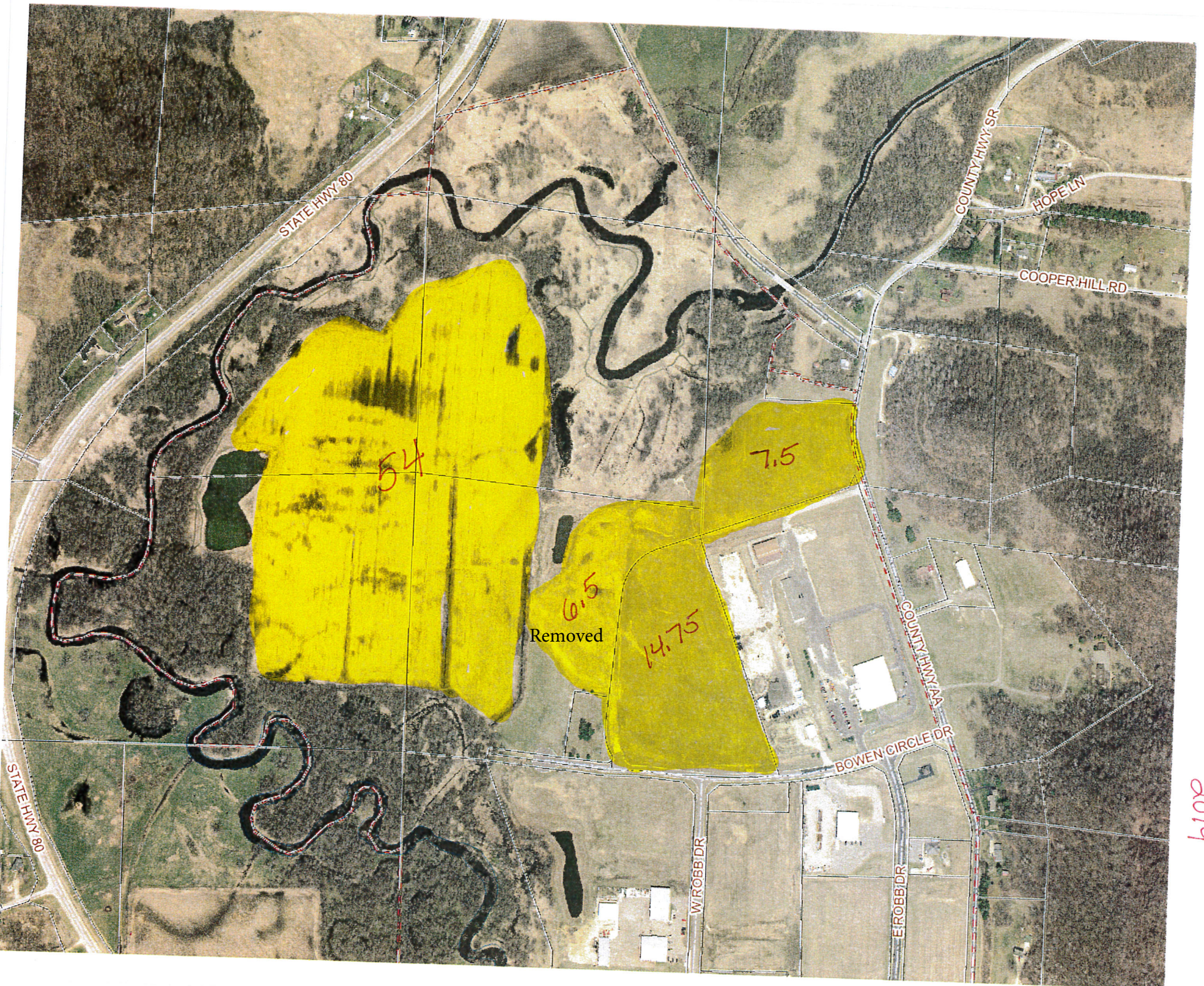
By:

CHAD JOHNSON

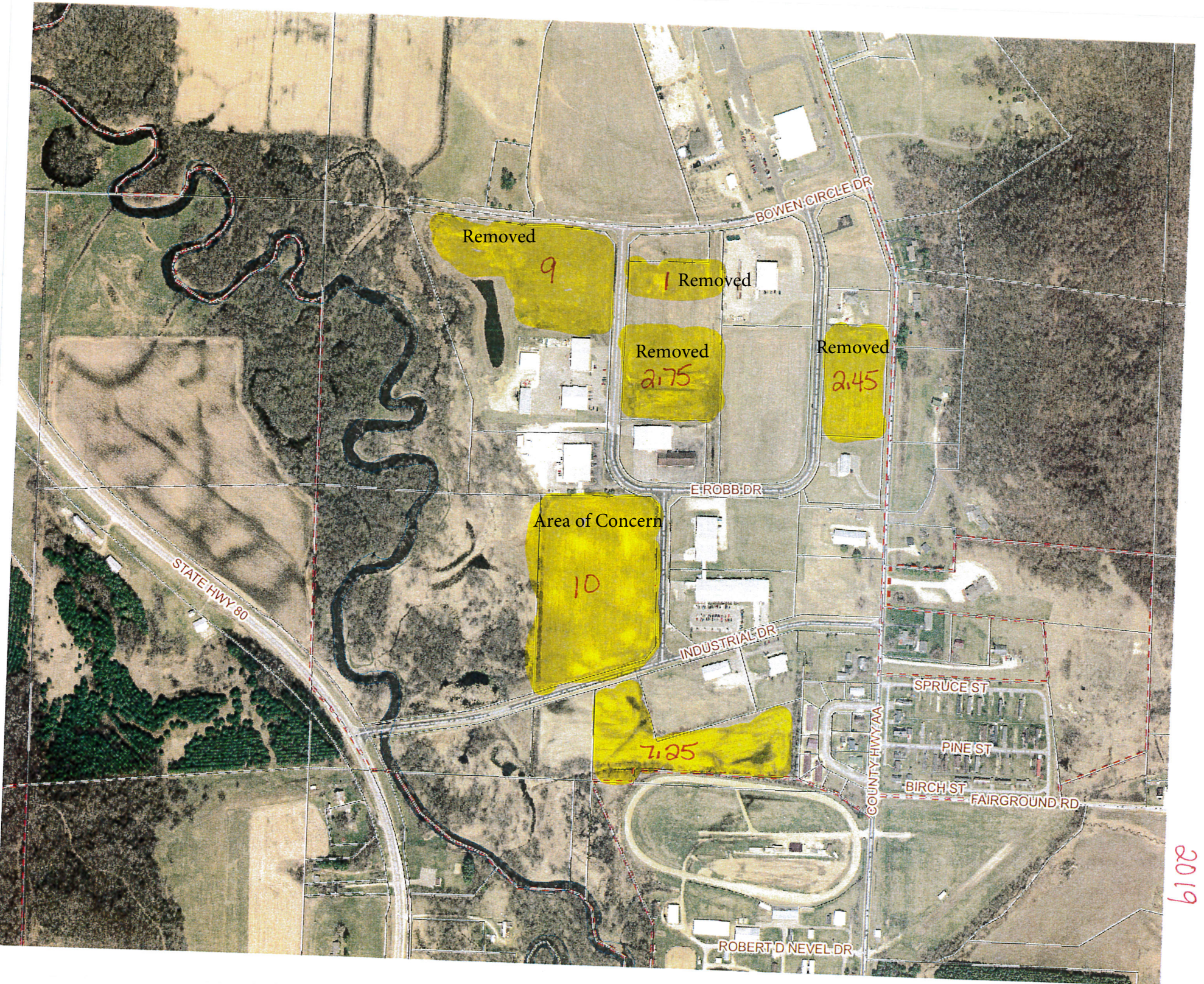
Dated: _____

Exhibit 1: North Industrial Park Lease

Item 3.



2019



CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Agenda Item: State Municipal Financial Agreement for HWY 80 DOT Project

Meeting Date: 2/7/2023

Requested by: Terry Nelson, Street Superintendent

Background: The WI DOT will be treating the pavement with a mill and overlay from the Pine River bridge at North Krouskop Park to County Highway C, Hillboro (Project ID 5040-03-02/21/79). Construction to commence in 2026.

The project will be funded using state and federal dollars with an exception for “non-participating work.” The City of Richland Center will be responsible for the total cost of non-participating work which includes water and sanitary adjustments (valvles, manhole covers). The anticipated cost to the City is expected to be approximately \$10,000.

The DOT stated no sidewalk, parking or lighting are being planned as part of this project. However, if the City would like to include any of those items, the DOT must be made aware as soon as possible but no later than December of 2024. Further, if the City is considering a bike path to provide a safe connection from the Allison Park neighborhood to the Industrial Park area, it is important to incorporate that into this project. See attachment for a simple connection concept (JG-Concept - Sidewalk Nike Trail to Consider).

The DOT has requested the City is to sign the State/Municipal Financial Agreement (attachment) acknowledging the City’s obligation for non-participatory work. Requesting authorization for the City Administrator to complete this request.

Motion: Motion to authorize the City Administrator to execute the State Municipal Financial Agreement for the State Highway 80 Improvement Project.

Attachments (3): Transmittal Letter, Financial Agreement, Project Limits (2), Sidewalk Bike Trail Concept to Consider



Wisconsin Department of Transportation
 Office of the Secretary
 4822 Madison Yards Way, S903
 Madison, WI 53705

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
 Telephone: (608) 266-1114
 FAX: (608) 266-9912
 Email: sec.exec@dot.wi.gov

December 2, 2022

Attn.: Terry Nelson, Public Works Superintendent
 City of Richland Center
 450 South Main St.
 Richland Center, WI 53581

Re: State/Municipal Financial Agreement for a State-Let Highway Project
 State Highway 80 Improvement Project 5040-03-02/21/72

Proj. ID 5040-03-02/21/79
 Richland Center - Hillsboro
 (Pine River Bridge to CTH C)
 STH 80
 Richland County

Mr. Nelson,

Please find enclosed are .pdf file of the State/Municipal Financial Agreement (SMFA) for a State-Let Highway Project listed above.

Please have it electronically signed by the appropriate personnel and return a copy a signed copy to me. Keep a copy for your filed. I will then send you back another copy with the signatures from both the Municipality and the State. When you receive the SMFA signed by both the Municipality and State, you may discard the SMFA with just the Municipality signature.

Please return a signed copy to me as soon as possible. I greatly appreciate it for taking the time for a quick turnaround for this time sensitive agreement.

Please use BLUE COLOR to sign the agreement.

If you have any questions with regards to this agreement, please feel free to contact me at (608) 785-9062. I can also be reached at jaime.boadojr@dot.wi.gov

Thank you and Best Regards,

Jaime Boado

Jaime Boado, Jr., P.E.
 WisDOT SW Region – Planning



STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT

Date: December 2, 2022
 I.D.: 5040-03-02/21/72
 Road Name: STH 80
 Title: Richland Center – Hillsboro
 Limits: Pine River Bridge to CTH C
 County: Richland
 Roadway Length: 9.098 Miles

The signatory **City of Richland Center**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The highway segment scheduled for improvement is classified as a minor arterial with both rural and urban highway features. The rural portion of the project consists of two twelve (12)-Foot travel lanes with shoulder and ditch section. The urban section is within the City of Richland Center and has two twelve (12)-Foot travel lanes bordered by shoulder pavement with curb & gutter and sidewalk for pedestrian accommodation. Current pavement is aged and deteriorated with cracking with alligator cracking and rutting.

Proposed Improvement - Nature of work: The proposed improvement is to treat the pavement with a mill and overlay. Update curb ramps as needed to meet ADA requirements. Replace guard rail end terminals as needed. Replace B-52-12 and repair deck of B-52-130.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Water or sanitary cover/valve adjustments, and parking lanes are also 100% the responsibility of the municipality. Storm sewer surface adjustments associated with surface flowline restoration of existing inlet grate or storm sewer manhole covers at pavement grade are excluded for non-reconstructed or relocated storm sewer inlets or manholes.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: (5040-03-02) Plan Development	\$ 840,000	\$ 840,000	100%	\$ -	0%
Real Estate Acquisition: (5040-03-21) Temporary Limited Easements:	\$ 40,000	\$ 40,000	100%	\$ -	
Construction: (5040003072) Roadway	\$ 11,300,000	\$ 11,300,000	100%	\$ -	0%
Non-Participating Sanitary Manhole adjustments	\$ 5,000	\$ -	0%	\$ 5,000	100%
Water Valve Adjustments	\$ 5,000	\$ -	0%	\$ 5,000	100%
Total Cost Distribution	\$ 12,190,000	\$ 12,180,000		\$ 10,000	

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **City of Richland Center** (please sign in blue ink)

Name (print)

Title

Signature

Date

Signed for and in behalf of the **State** (please sign in blue ink)

Name **Steve Flottmeyer**

Title **WisDOT SouthWest Region Planning Chief**

Signature

Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which

exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.

- (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
- 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
- 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
- 6. The work will be administered by the State and may include items not eligible for federal/state participation.
- 7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- 8. Basis for local participation:
 - (a) Non-Participating Construction:
 - a. Water Main, Sanitary Sewer, and Storm Sewer: The Municipality shall pay 100% of the cost associated with improvements to the sanitary sewer, water main, and storm sewer. Municipal cost responsibility includes all construction costs associated with the utility project including adjusting, relocation or installing water, sanitary sewer, and storm sewer systems including manholes, fire hydrants, valve adjustments, backfill and sub-base aggregate base course necessary for the placement of the asphalt pavement surface specified in the street or highway construction contract. The Municipality is also responsible for providing construction oversight inspection and approval of utility installation owned and maintained by the village. These costs are not eligible for Federal/State Funding. Storm sewer surface adjustments associated with surface flowline restoration of existing inlet grate or storm sewer manhole covers at pavement grade are excluded for non-reconstructed or relocated storm sewer inlets or manholes.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

Richland Center

Proj. ID 5040-03-02/72
Richland Center - Hillsboro
(Pine River Bridge to CTH C)
STH 80
Richland County

Item 8.

**RICHLAND CENTER
CITY LIMIT**

**BEGIN PROJ.
5040-03-02/72**

eville at Richland

Roadrunner Cafe

Google Earth

Krouskop Park

North Park

Saint Mary's Catholic Church Cemetery

Lee Dr

E 8th St

2000 ft

28

Richland County Fairgrounds

4 Seasons of Fun Richland Center, WI

Wisconsin Redworms

Richland Baptist Temple

Passages A Program

Sunset Ln

Mellem's Fish House

Kerr Dr

Collins Dr

Hillside Dr

W Preston Dr

E Preston Dr

N Fern St

S Fern St

Rainbow Dr

Eldon Store Dr

Richland Center Landfill

Neal's Muffler

Parkinson Dr

Lee Dr

E 10th St

Richland Center

Proj. ID 5040-03-02/72
Richland Center - Hillsboro
(Pine River Bridge to CTH C)
STH 80
Richland County

Item 8.

End of Project

overflow area 200'

overflow area

Proj. ID 5750-06-00/70
B-52-60

B-52-012

80

Proj. ID 5040-03-02/72

Beginning of Project

Proj. Notes:

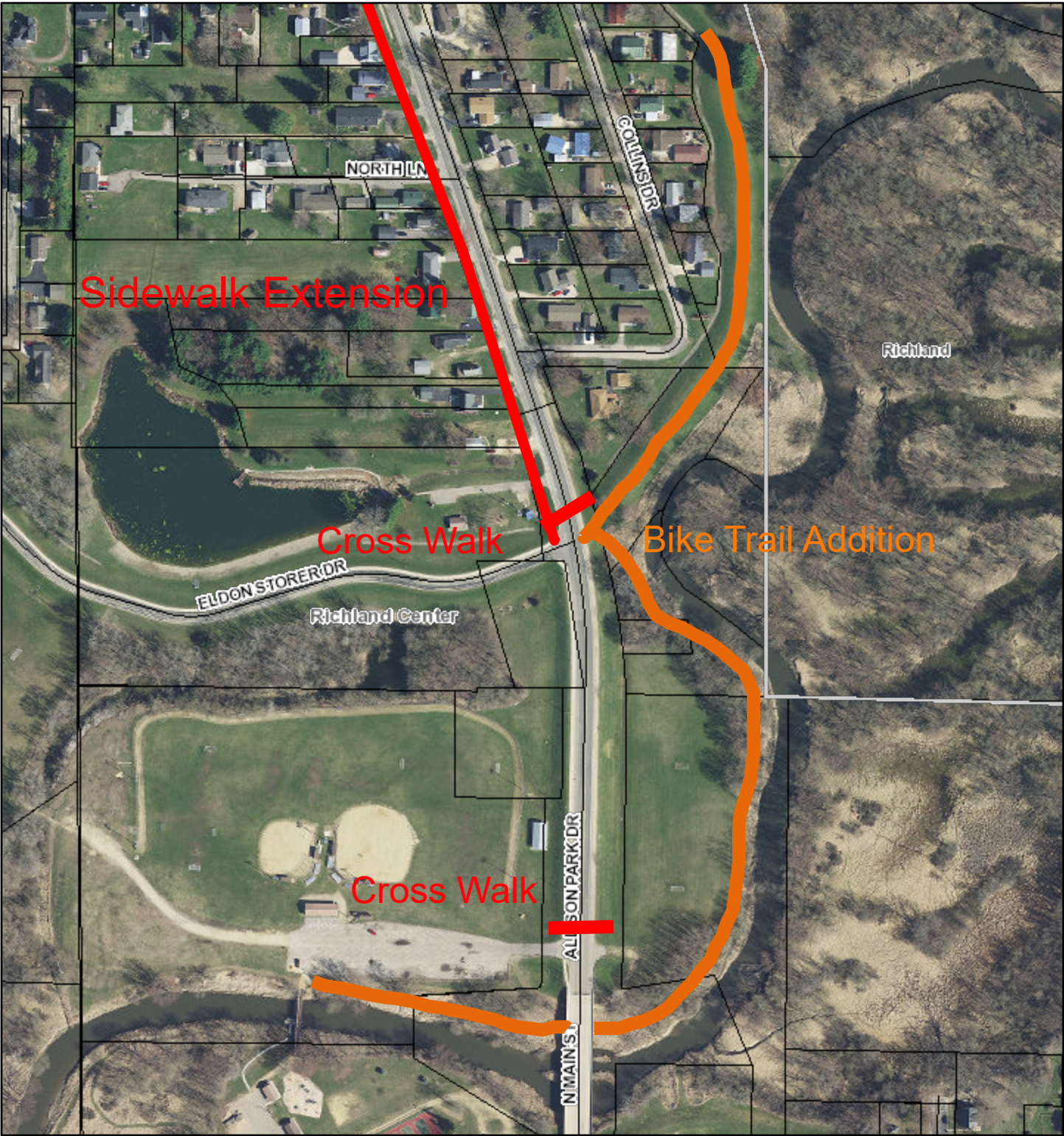
Project Length = 0.098 miles
(of which 0.63 miles in City of Richland Center)
Adv. PS&E Date: 5/1/2025
Adv. LET Date: 9/9/2025
Adv. Construction Year: 2026

Project Concept: Mill and Overlay; Update curb ramps to meet ADA requirements; Upgrade guardrail terminals as needed. Replace B-52-12. Repair on B-52-120.

Google Earth

5 mi

29



2/3/2023, 12:22:10 PM

- Parcel Lines

Municipalities

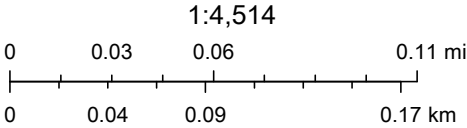
Roads

City Streets
- Town Roads

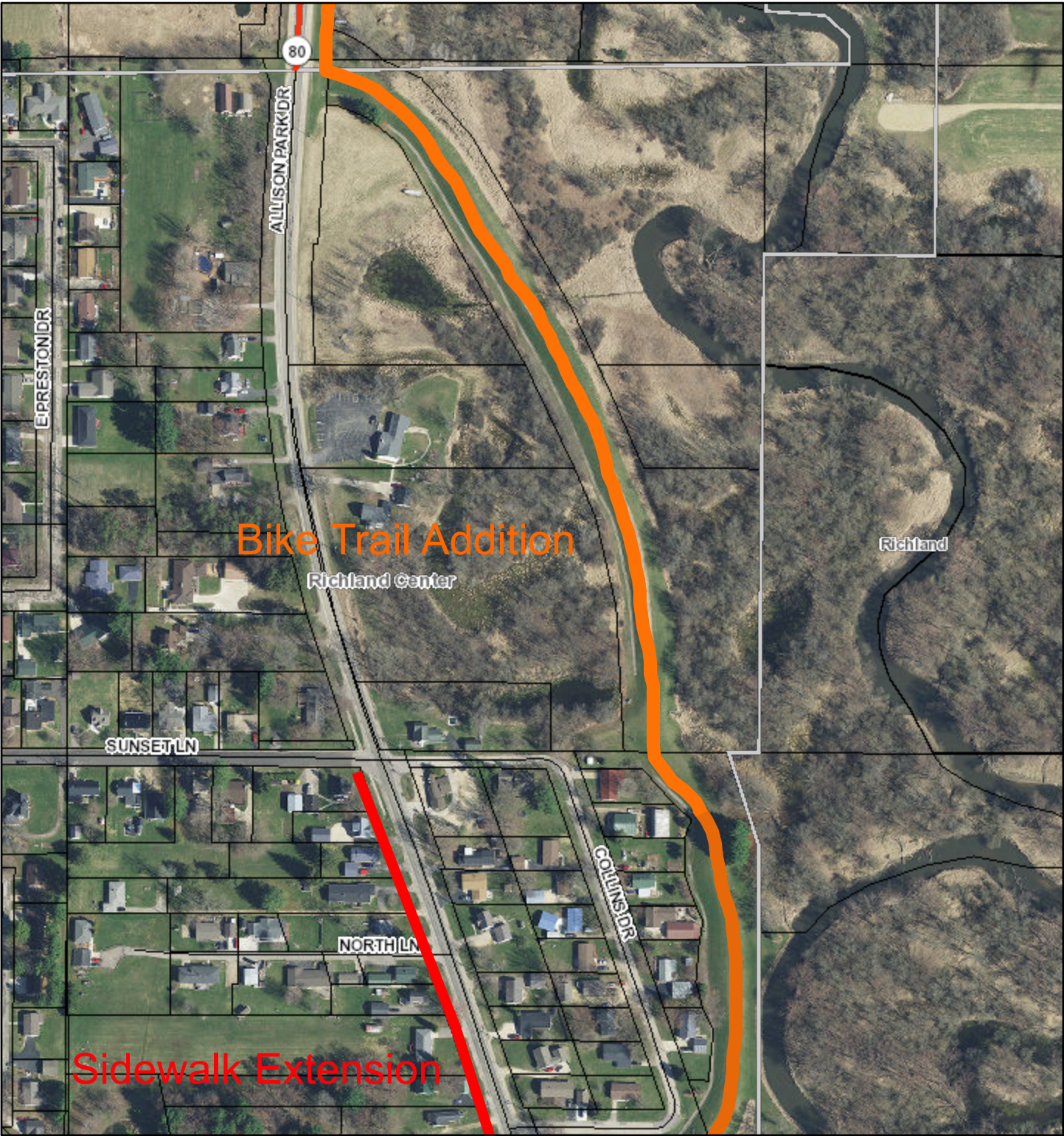
US Hwy

County Highway

State Highway

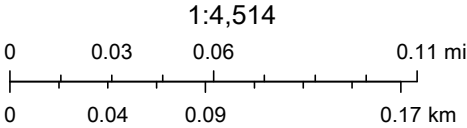


By Richland County GIS, Richland County, WI



2/3/2023, 12:25:59 PM

- | | |
|----------------|----------------|
| Parcel Lines | Town Roads |
| Municipalities | US Hwy |
| Roads | County Highway |
| City Streets | State Highway |



By Richland County GIS, Richland County, WI



2/3/2023, 12:28:12 PM

- Parcel Lines

Municipalities

Roads

City Streets

Town Roads

US Hwy

County Highway

State Highway
-
- By Richland County GIS, Richland County, WI
- 32
- By Richland County GIS | Richland County, WI |