



**AMENDED:
3/6/18**

LAND CONSERVATION COMMITTEE
WEDNESDAY MARCH 7, 2018 7:15 P.M.
LAND CONSERVATION DEPARTMENT
CONFERENCE ROOM
440 N US HWY 14
JANESVILLE WI

AGENDA

1. Call Meeting to Order.
2. Approval of Agenda.
3. Approval of Minutes – February 7, 2018.
4. Citizen Participation, Communications, and Announcements.
5. Review Bills Paid.
6. Erosion Control and Storm Water Management Program – Approve 6 Month Extension Request for Permit Number ECSW-2017-4.
7. Resolution: Amending 2018 Land Conservation Department Budget to Offset Additional State Aid.
8. Wisconsin Clean Sweep Program:
 - a) Approve Clean Sweep Grant Contract for Program Year 2018.
 - b) Review Donations Received for Previous Program Years.
9. Land and Water Resource Management Program:
 - a) Approve DATCP/DNR Nonpoint Source Grant Application for Calendar Year 2019.
 - b) Approve cost share agreements.
10. Farmland Preservation Program – Approve Cancellation of Notice of Non-Compliance for Burkheimer Family Trust.
11. Yahara WINs Program – Approve Cost Share Agreement(s).
12. **Tree Program – Approve Contract for Trailer Rental Contingent on Contract Review Approval.**
13. Groundwater Nitrate Workgroup Update.
14. Purchase of Agricultural Conservation Easements (PACE) Program Update.
15. Adjourn.

COMMITTEE REVIEW REPORT
FOR THE MONTH OF FEBRUARY 2018

| Account Number | Account Name | PO# | Check Date | Vendor Name | Inv/Enc Amt |
|-------------------------------------|-----------------|----------|------------|----------------------------|-----------------|
| 62-6200-0000-63100 | OFC SUPP & EXP | P1800256 | 02/01/2018 | STAPLES BUSINESS ADVANTAGE | 60.51 |
| 62-6200-0000-63200 | PUBL/SUBCR/DUES | P1800912 | 02/01/2018 | SOUTHERN AREA ASSOCIATION | 125.00 |
| 62-6200-0000-64319 | TREE PURCHASE | P1800261 | 02/22/2018 | LAURAS LANE NURSERY | 3,727.50 |
| | | P1801097 | 02/22/2018 | DETLOR TREE FARMS | 474.25 |
| LAND CONSERVATION PROG TOTAL | | | | | 4,387.26 |
| 62-6350-0000-65109 | OTHER INS | P1800915 | 02/01/2018 | BRABAZON TITLE CO INC | 948.00 |
| PDR/PACE PROG TOTAL | | | | | 948.00 |

I have reviewed the preceding payments in the total **\$5,335.26**

Date:

Dept

Committee

COMMITTEE REVIEW REPORT
FOR THE MONTH OF DECEMBER 2017

| Account Number | Account Name | PO# | Check Date | Vendor Name | Inv/Enc Amt |
|---|----------------|----------|------------|----------------------------|-----------------|
| 62-6200-0000-63100 | OFC SUPP & EXP | P1700300 | 02/01/2018 | STAPLES BUSINESS ADVANTAGE | 23.19 |
| LAND CONSERVATION PROG TOTAL | | | | | 23.19 |
| 62-6280-0000-64928 | COST SHARING | P1703175 | 02/01/2018 | HOWARD,TIM AND MARY | 840.00 |
| | | P1703176 | 02/01/2018 | POPP,THOMAS AND DEBRA | 8,209.60 |
| LWC PLAN IMPLEMENTATION GRANT PROG TOTAL | | | | | 9,049.60 |

I have reviewed the preceding payments in the total **\$9,072.79**

Date:

Dept

Committee

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Land Conservation Comm.
INITIATED BY



Thomas Sweeney
DRAFTED BY

Land Conservation Comm.
SUBMITTED BY

February 15, 2018
DATE DRAFTED

**AMENDING 2018 LAND CONSERVATION DEPARTMENT BUDGET
TO OFFSET ADDITIONAL STATE AID**

- 1 **WHEREAS**, the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP)
2 annually provides funding to Land Conservation Departments (LCD) with a staff and support grant; and,
3
4 **WHEREAS**, during the time the County Budget was being developed, DATCP staff informed each
5 county to anticipate a reduced grant amount which is reflected in approved 2018 county budget; and,
6
7 **WHEREAS**, in late December of 2017, the LCD was informed by DATCP staff the funding for the staff
8 and support grant to the counties was restored and the final allocation plan would be forwarded in the near
9 future with the new grant values for each county; and,
10
11 **WHEREAS**, the final allocation plan was received in late 2017 and is \$14,717 higher than originally
12 budgeted; and,
13
14 **WHEREAS**, the LCC requests the 2018 LCD budget be amended to account for funds needed replace a
15 LCD staff office chair and additional equipment which will be offset by the increase in state aid; and,
16
17 **WHEREAS**, the LCD Staff has identified various needs that haven't been addressed in past due to
18 budgetary restraints. These requests will be offset by the increase in state aid; and,
19
20 **WHEREAS**, the remaining portion of the increase in revenue will be used to offset staffing costs by
21 reducing cost allocations in various accounts; and,
22
23 **WHEREAS**, the Land Conservation Committee (LCC) wishes to send two committee members to the
24 Wisconsin Land and Water Conservation Association (WLWCA) annual conference to be held March 14
25 through March 16, 2018 in Lake Geneva WI and various other WLWCA sponsored meetings throughout
26 2018; and,
27
28 **WHEREAS**, the LCC requests the 2018 LCD budget be amended to account for the increase in costs
29 associated with attendance at the WLWCA annual conference which will be offset by the increase in
30 state aid; and,
31
32 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
33 this ____ day of _____, 2018, approves the increase in revenue, supported by the DATCP
34 annual grant for staff and support and the associated expenses as identified and hereby amends the Land
35 Conservation Department's budget as follows:

| <u>A/C DESCRIPTION</u> | <u>BUDGET AT 02/08/2018</u> | <u>INCREASE (DECREASE)</u> | <u>AMENDED BUDGET</u> |
|---|---------------------------------|--------------------------------|---------------------------|
| <u>Land Conservation</u> | | | |
| <u>Source of Funds:</u> | | | |
| 62-6200-0000-42200 State Aid | \$148,630 | \$14,717 | \$163,347 |
| <u>Use of Funds:</u> | | | |
| 62-6200-0000-63100 Office Supplies & Expenses | 1,200 | 1,000 | 2,200 |
| 62-6200-0000-64200 Training | 1,650 | 350 | 2,000 |
| 62-6200-0000-64201 Conference Expense | 600 | 600 | 1,200 |
| 62-6200-0000-68000 Cost Allocations | (84,709) | 12,767 | (78,209) |

AMENDING 2018 LAND CONSERVATION DEPARTMENT BUDGET TO OFFSET
ADDITIONAL STATE AID
Page 2

Respectfully submitted:

LAND CONSERVATION COMMITTEE

Richard Bostwick, Chair

Alan Sweeney, Vice Chair

Stephanie Aegerter

Wes Davis

Kara Hawes

Brenton Driscoll

James Quade, USDA-FSA Representative

Jeremy Zajac

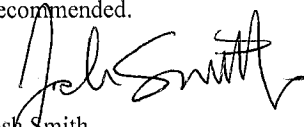
FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of _____.

Mary Mawhinney, Chair Date


ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

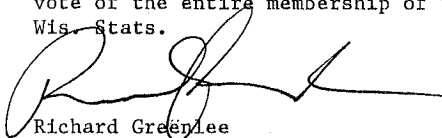
FISCAL NOTE:

This resolution authorizes the acceptance and expenditure of an additional \$14,717 in State Aid for Land Conservation programs. No County matching funds are required.


Sherry Oja
Finance Director

LEGAL NOTE:

As an amendment to the adopted 2018 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.


Richard Greenlee
Corporation Counsel

EXECUTIVE SUMMARY

The Land Conservation Department's (LCD) annually receives a grant from the Wisconsin Department of Agriculture Trade and Consumer Protection for staffing and support. During the development period for the 2018 County Budget, DATCP staff notified each county to expect a reduction in the annual staff and support grant amount. The 2018 approved budget reflects the reduction anticipated by DATCP staff. In late November DATCP notified the County that the funding level for the annual staff and support grants had been restored, and the annual allocation plan was soon to be approved by the state land and water conservation board. The new value for Rock County was increased by \$14,717. This resolution requests County Board approval to amend the Land Conservation Budget for the following actions: increasing the State Aid revenue by \$14,717 for a total of \$163,347.

Costs associated with a few needed items within the LCD, i.e. office chair, various field tools, and additional staff training are identified under office supplies and expenses and training budget lines. These requested amendments total \$1,350.

Also, increasing the Conference Expense line in the LCD budget by \$600 allowing for two LCC members to attend the WLWCA annual conference and the ability to attend various other WLWCA sanctioned meetings throughout 2018. This requested amendment is identified under the Conference Line.

The remaining \$12,716 will be used to reduce staff costs associated with various programs the LCD administers.



Wisconsin Department of Agriculture, Trade and Consumer Protection
 Division of Agricultural Resource Management
 Bureau of Agrichemical Management
 PO Box 8911
 Madison WI 53708-8911
 Phone: (608) 224-4545

Wisconsin Clean Sweep Grant Contract – HHW and Ag Collections

(Sections 93.55 and 93.57, Wis. Stats.)

| | | |
|--|--|--|
| Contract Period | DATCP Ag. Grant Amount \$1,745.00 | DATCP HHW Grant Amount \$5,225.00 |
| Period through 12/31/18 | Grant Recipient Contribution Amount \$581.67 | Grant Recipient Contribution Amount \$1,741.67 |
| Contact Name and Phone Number Anne Miller 608-754-6617 #4758 | Mailing Address Rock County LCD 440 N US Hwy 14 Janesville, WI 53546 | |

Based upon their mutual promises and other good and valuable consideration, the Wisconsin Department of Agriculture, Trade and Consumer Protection (hereafter the "department") and Rock County LCD (hereafter the "grant recipient") agree as follows:

Contract Terms and Conditions

Under this contract, the department awards the grant recipient a Clean Sweep grant in the amount indicated above. This grant is subject to the following terms and conditions:

A. General Terms and Conditions

- A.1 The grant funds awarded by the department are to be used to reimburse the grant recipient's direct costs listed in s. ATCP 34.04(2), Wis. Admin. Code, for the agricultural chemical and container collection and/or household hazardous waste collection project, including those direct costs listed in s. ATCP 34.04(2), Wis. Admin. Code. The project being funded by this contract must meet applicable requirements in ch. ATCP 34, Wis. Admin. Code. This contract is subject to and incorporates applicable provisions of ss. 93.55, and 93.57 Stats; ch. ATCP 34, Wis. Admin. Code, and the grant announcement issued by the department pursuant to ch. ATCP 34, Wis. Admin. Code.
- A.2 Except as otherwise provided in section B, payment of grant funds to the grant recipient shall be made only after the grant recipient has completed all activities described in the approved grant application and submitted the final report required under s. ATCP 34.18, Wis. Admin. Code, to the department. Grant award payments, less any amounts withheld because of the grant recipient's breach of this contract, shall be made 60 days after submission of final report.
- A.3 The department may withhold paying funds in any amount it deems appropriate if the grant recipient breaches any provision of this contract, including the failure to meet timeframes established in this contract or ch. ATCP 34, Wis. Admin. Code.
- A.4 The department shall not pay any grant funds to the grant recipient for reimbursement of costs incurred for collecting or in disposing of the items listed in s. ATCP 34.04(3), Wis. Admin. Code, or for reimbursement of costs not directly related to the project activities described in the grant application. Upon written notice from the department, the grant recipient shall return to the department any grant funds received by the grant recipient for reimbursement of costs not directly related to the project activities described in the grant application. Funds provided under this contract may not be used, directly or indirectly, for lobbying or for illegal activities.
- A.5 The grant recipient shall safely perform and complete the project described in the grant recipient's approved grant application and any approved amendments to its approved grant application. Tasks required for successful project completion include participation in planning meetings, collection site selection, project management, fiscal accounting and record keeping, an organized public relations campaign, site walk-throughs, pre-registration for VSQGs, waste collection and transportation, and making necessary operational adjustments. The grant recipient shall complete and submit a final report to the department within 60 days after the project is completed as provided in s. ATCP 34.18, Wis. Admin. Code and the 2018 Final Report Guidelines for Agricultural and Household Hazardous Waste Grants.

- A.6 The grant recipient shall assume responsibility as a hazardous waste generator under the Federal Resource Conservation and Recovery Act for hazardous waste received in connection with the project funded by this contract. As a hazardous waste generator, the grant recipient shall comply with applicable requirements under s. 291.21, Stats., and the Federal Resource Conservation and Recovery Act. The grant recipient shall contract with a hazardous waste contractor as provided in s. ATCP 34.16, Wis. Admin. Code. A signed copy of the grant recipient's hazardous waste contract shall be available for review by the department prior to commencing and throughout grant activities under this contract. By signing this contract, the grant recipient affirms the hazardous waste contract and contractor complies with s. ATCP 34.16, Wis. Admin. Code, and the corresponding pricing schedule must be provided to the department before April 2, 2018. If the grant recipient contracts with the hazardous waste contractor that manages the state of Wisconsin's hazardous wastes under the cooperative state purchasing agreement, submittal of the pricing schedule is not needed.
- A.7 The grant recipient shall indemnify and hold harmless the State of Wisconsin and all of its officers, employees, or agents from all suits, actions or claims of any character arising from the operations of the grant recipient and its subcontractors, employees and agents, in conducting any of the work contemplated under this grant agreement, including but not limited to any damages, court costs, expenses, and reasonable attorney fees, incurred by the State in defending any such suit, action or claim.
- A.8 The department may cancel this contract in whole or in part if the grant recipient violates this contract or fails to comply with applicable provisions of ss. 93.55 and 93.57 Stats. or ch. ATCP 34, Wis. Admin. Code. The grant funding under this contract is contingent upon the availability of funding. If money is not available for project funding, the department may cancel this contract.
- A.9 Amendments to this contract, if any, shall be in writing, mutually agreed upon by the department and the grant recipient, and signed by the authorized representative of the department and the grant recipient. The original grant contract, the approved grant application, amendments and referenced statutes and rules shall constitute the entire contract.
- A.10 The grant recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor. This audit shall be performed in accordance with state single audit guidelines issued by the Wisconsin Department of Administration. The amount of the payment must be reported under non-major state program in the Federal and State Financial Assistance Single Audit Report (State I.D.#115.04 Agricultural Clean Sweep). The department may have an additional audit performed of the grant recipient's use of this grant contract funding.
- A.11 The grant recipient shall maintain separate records for this project. Financial records shall be maintained in accordance with generally accepted accounting principles. For a period of 5 years after this contract is completed or such longer period as may be required by law, the grant recipient and its contractors shall preserve records related to this contract and make them available to the department for inspection and copying.
- A.12 In connection with the performance of work under this contract, the grant recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, gender, physical conditions, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the grant recipient further agrees to take affirmative action to ensure equal employment opportunities. The grant recipient agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- A.13 If this contract is for an amount of fifty thousand dollars (\$50,000) or more, the grant recipient agrees to submit a written affirmative action plan to the department within 15 business days after the contract commences if an acceptable plan is not already on file with the State of Wisconsin. Grant recipients with an annual workforce of fewer than 25 employees or are a municipality are exempted from this requirement. Failure to comply with the conditions of this clause may result in the grant recipient being declared an "ineligible" contractor, termination of the contract or withholding of payment.
- A.14 Neither the grant recipient nor its employees or agents are employees or agents of the department for any purpose including worker's compensation.
- A.15 This contract shall take effect when signed by both parties, and shall end December 31, 2018, or 30 days after either party notifies the other in writing of its desire to terminate this contract. This contract replaces any previous contracts between the department and the grant recipient for the ss. 93.55 and 93.57, Stats. program.
- B. Additional Terms and Conditions for This Contract
- B.1 The grant recipient shall fund a portion of the grant recipient project by providing a contribution in accordance with the provisions of s. ATCP 34.04(5), Wis. Admin. Code. The total dollar value of the contribution shall be a minimum of 25% of the final total project cost. The dollar value amounts shall be reported on reimbursement documents.

- B.2 The grant recipient shall pay the hazardous waste contractor the amounts due and owing under the grant recipient's hazardous waste contract for the hazardous waste contractor's incurred costs that are to be reimbursed to the grant recipient under this project.
- B.3 For permanent collection projects, one or more partial grant fund payments may be provided during the permanent collection project. An interim report containing interim information of the type required under s. ATCP 34.18, Wis. Admin. Code, may be required before any partial payment is made.
- B.4 From the contracted funding, up to 50% of a grant recipient's cost to collect and dispose of agricultural pesticides and containers received from very small quantity generators (VSQGs), as defined in s. ATCP 34.02(18), Wis. Admin. Code, who are not agricultural producers, may be reimbursed provided that the requirements of ss. ATCP 34.04(6) and 34.14, Wis. Admin. Code, have been satisfied. The reimbursement percentage shall not exceed 50% of the total cost of the collection from VSQGs unless the administrator of the department's agricultural resource management division approves a higher percentage rate.
- B.5 A county that receives grant funds for both a farm chemical waste collection project and a household waste collection project may reallocate up to 50% of either project's grant funding to the other project based on unanticipated changes in demand for collection services in either project. Reallocation of funds is prohibited if the reallocation results in a shortage of funds for that project. Documentation for the amount of the transfer and the reasons for the transfer of funds must be provided in the final report.
- B.6 The person who signs this contract on behalf of the grant recipient is authorized to and does commit the grant recipient to the terms and conditions of this contract.

To execute this contract, you are required to attach your electronic signature below. By checking the box indicating your agreement, typing your name in the designated box and entering the date, you are signing this grant contract for the entity you are authorized to represent. This electronic signature will become part of this contract, and it has the same force and effect, pursuant to Chapter 137 of the Wisconsin Statutes, as a non-electronic signature.

**State of Wisconsin Department of Agriculture,
Trade and Consumer Protection (DATCP)**

I agree on behalf of DATCP to the terms of this contract.

Please enter your name:

Date
(mm/dd/yyyy):

John Petty Administrator, ARM Division

on behalf of Secretary Sheila Harsdorf, DATCP

Rock County LCD

I agree on behalf of Rock County LCD to the terms of this contract.

Name: (Please enter
your name below.)

Date:
(mm/dd/yyyy):

Title (Please enter title below.)

March 7, 2018 Land Conservation Committee Meeting

Land and Water Resource Management Program Cost Share Agreements for Consideration:

| C/S Agreement # | NAME (OW: Owner) (CSR: Cost Share Recipient) | Practice | Acres/ ea. | C/S amount | Township/Sec |
|-----------------|--|---------------------|--------------------|---|-------------------|
| LR-001.18 | OW: Mary Jane Larsen Living Trust; CSR: Melvin Shotliff | Nutrient Management | 135.2 ac | \$5,408.00 | Porter 6 |
| LR-002.18 | OW: Robert & Karen Bruketa CSR: Melvin Shotliff | Nutrient Management | 141 ac. | \$5,640.00 | Porter 21 |
| LR-003.18 | OW: Gertrude M Kundert Irrevocable Trust CSR: Melvin Shotliff | Nutrient Management | 171.9 ac. | \$6,876.00 | Union 2 & 11 |
| LR-004.18 | OW: Duane & Betty Collins CSR: Al Arnold | Nutrient Management | 7.24 ac. | \$289.60 | Newark 16 |
| LR-005.18 | OW: Leederland, Inc CSR: Arnold Farms, LLC | Nutrient Management | 665.61 ac. | \$26,624.40 | Union 29, 32 & 33 |
| LR-006.18 | OW: Steve Hagen CSR: Arnold Farms, LLC | Nutrient Management | 76.83 ac. | \$3,073.20 | Union 19 |
| LR-007.18 | OW: Brian Knudson | Well Abandonment | 1 ea. | \$500.00 | Magnolia 34 |
| LR-008.18 | OW: William Rabenhorst | Livestock Fencing | 1961 ft | \$3,157.21 | |
| | TOTAL Cost Share: SEG Funding Bond Funding | | 1,197.78 ac | \$48,411.20 \$47,911.20 \$3,557.21 | |

Yahara WINS Program 15 Year Cost Share Agreements for Consideration:

| C/S Agreement # | NAME | Practice | Acres/ea. | Yahara WINS Incentive \$ | Township/Sec |
|-----------------|-----------------------------|--------------------|----------------|--------------------------|--------------|
| WINS-01.18 | Andrew & Judy Walton | Harvestable Buffer | 3.2 ac | \$21,600.00 | Fulton 19 |
| WINS-02.18 | Walton Family Properties | Harvestable Buffer | 1.8 ac | \$12,150.00 | Fulton 19 |
| WINS-03.18 | Andrew & Judy Walton | Harvestable Buffer | 1.5 ac | \$10,200.00 | Fulton 19 |
| | TOTAL WINS Incentive | | 6.5 ac. | \$43,350.00 | |

Please note additional c/s agreements may be presented to the LCC at the meeting.



www.midstateequipment.com

WATERTOWN 920-261-8118
SAUK PRAIRIE 608-643-3307
SALEM 262-843-2326

JACKSON 262-677-8400
JANESVILLE AG 608-754-8450 CP 608-758-7494

COLUMBUS 920-623-4020 608-251-5400
COLUMBUS RENTAL 920-623-4300

REMIT PAYMENT TO:
MID-STATE EQUIPMENT
4323 E US HWY 14
JANESVILLE, WI 53546-9494

Ship to: SAME AS BELOW
Job Site: DUANE COLLINS - 751-3427
Invoice to: ROCK CO LAND CONSERVATION
440 N US HWY 14
JANESVILLE WI 53546

Branch: 06 - JANESVILLE CRC
Date: 03/05/2018 Time: 10:36:00 (P) Page: 1
Account No.: 0007552134 Phone No.: 6087575634 Invoice No.:
Ship Via: Purchase Order: P1800029
Sales Tax License No.: Federal Exemption No.: ES411407
Farm Plan No.: Salesperson: SDH

RENTAL INVOICE

Description: INVOICE PREVIEW FOR Contract #: 007589 Amount
Billing #: 1 Covering From 04/17/2018 to 04/17/2018

THANK YOU FOR CHOOSING MID-STATE EQUIPMENT FOR YOU RENTAL NEEDS!
STORE HOURS: M-F 7:30-5:00, SATURDAY 7:30-12:00, CLOSED SUNDAYS
CHECK US OUT ONLINE AT WWW.MIDSTATEEQUIPMENT.COM

EXTRA CHARGES: GAS/DIESEL \$6.00/GALLON - CLEANING \$80.00/HR

C/C# XXXX XXXX XXXX 0000 EXP 00/00 XXX THANK YOU FOR ALL RENTALS REQUIRE VALID CREDIT CARD YOUR BUSINESS!
MID-STATE RENTALS, 608-758-7494

TRAILER ENCLOSED 16FT
7X16 ENCLOSED TRAILER Charge for usage of 1 DAY 75.00
Stock #: R01901 Serial #: 52LBE1621CE009672
Date Out: 04/17/2018 07:30 Expected return date: 04/18/2018 16:30

Subtotal: 75.00
TOTAL CASH: 75.00

Rental Conditions:

Only persons authorized to rent equipment are those listed on the contract.
Warranty: All equipment is warranted for 90 days from date of purchase.
All equipment is to be returned to the rental location in the same condition as when rented.

SERVICE CHARGE ON OVERDUE ACCOUNTS AT THE RATE OF 1 1/2 % PER MONTH (18 % PER ANNUM)

I hereby certify that I engaged in the business of farming and that the goods shown on this invoice will be used exclusively in the conduct of that business.

I have been shown how to operate the above listed equipment and agree to all charges listed on the contract.

X _____
SIGNATURE

DATE

X _____
SIGNATURE

DATE



Conditions of Equipment Use Agreement

Mid-State Equipment hereby leases to the Lessee the equipment listed on the front of this Agreement for the term and the payments set out and agreed upon in the front of this Equipment Use Agreement. Payments shall be made to Mid-State Equipment at the address marked below. Lessee will pay the cost of transporting the equipment to and from agreed upon delivery location.

It is contemplated the equipment will be operated by a trained operator. Equipment will be operated in accordance with terms listed on the front of this agreement. Lessee examined and accepted equipment and dealer explained operation and servicing requirements of equipment to Lessee. The Lessee agrees to pay additional rental, prorated at the applicable daily, weekly, monthly and hourly rate for the equipment used in excess of such time. The additional rent for excess use shall be paid in full at the time the equipment is returned. If there is an hour meter furnished, Lessee agrees to keep it connected to the equipment and in good working condition at all times and is to be used as the conclusive basis of the number of hours of operation. If Lessee fails to return the equipment promptly at the end of rental term, additional rent shall be payable for each day units are not returned at the normal rental rate.

Lessee shall indemnify Mid-State Equipment against all loss or damage to the equipment while it is out of Lessor's possession and the amount of any such loss or damage shall be based on the value of equipment at time of rental. Damage to the equipment, other than total loss, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the equipment in a careful and prudent manner, to pay all operating, maintenance and repair expenses while the equipment is out of the possession of Mid-State Equipment. The equipment shall be returned to Lessor in same operating condition as received, reasonable wear and tear expected. If, upon its return to Lessor, the equipment is not in the same operating condition as received by the Lessee, the Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rate (\$75.00/hour).

Lessee unconditionally assumes all risk and liability for, all damages for injuries or death to person and property arising out of or related (whether directly or indirectly) to the use, rental, possession or transportation of the Equipment including any claims Lessor was negligent, failed to warn Lessee of any risks or dangers associated with use, possession or transportation of the Equipment. Neither Lessor, its assigns, nor the Manufacturer shall be liable for any special, incidental, consequential or punitive damages which may result from any failure or use of the Equipment or for breach of this Agreement. Lessee at his own expense will carry public liability insurance with a minimum liability limits in the amount of \$500,000 per person, and \$500,000 per occurrence for bodily injury, including death, and in the minimum amount of \$500,000 per occurrence for property from any failure or use of the equipment.

Equipment Use Agreement

Addition of Accessories: Lessee will not, without written consent of Lessor, install any accessories or devices on the equipment if such installation will impair the original intended function or use of the equipment. All accessories or devices fixed to the equipment shall automatically become property of Lessor unless such accessory or device can be removed without in any way affecting the originally intended function or use of the equipment. Any damage to the equipment caused by the removal of such accessories or devices shall be repaired at Lessee expense.

Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.

Inspection: Lessee shall, whenever requested, advise Lessor of the exact location of the equipment. Lessor and its representatives may, for the purpose of inspection, at all times, enter upon a job site, building or place where equipment is located. Lessor may remove equipment without notice to Lessee if, in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly cared for or abused.

Assignment: Lessee agrees that Lessor may assign the Equipment Use Agreement and all right, title and interest of Lessor in and to the equipment, and all rents due or to become due to Lessor hereunder (of which assignment Lessee hereby waives notice) and Lessee agrees to recognize such assignment. Lessee's obligation to pay rent under this Equipment Use Agreement shall not as to any such assignee be subject to any diminution arising out of breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign the Equipment Use Agreement, sublease the equipment, or allow its use by persons not in his employ, without written permission by Lessor.

Default: Lessee must surrender equipment immediately to the Lessor, if Lessee fails to make any rental payment when due, attempt to sell or encumber the equipment, cease operating the equipment, make the equipment unsafe, or have instituted against him proceedings under any bankruptcy or insolvency law, make an assignment for the benefit of creditors, or fail to comply with any other provisions of this Equipment Use Agreement. Lessee agrees to deliver equipment to Lessor on demand. Lessor may enter any job site, building, or place where the equipment is located and take possession without notice to Lessee, and this Equipment Use Agreement shall terminate and be forfeited at the option of the Lessor. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages to the equipment, legal expenses, costs of removal of the equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor place of business.

Construction: This agreement shall not be construed as conveying to Lessee any right, title, or interest in or to any item of equipment leased hereunder, except as a Lessee.

Guaranteed Rental - Return of Equipment: Lessee may return the equipment and terminate this Equipment Use Agreement on three days notice to Lessor, provided the guaranteed rental shown on the reverse side is or has been paid.

General: Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Equipment Use Agreement shall not waive or diminish Lessee's right to demand strict compliance with any provision. Waiver of any default shall not waive any other default. Dealer is authorized to insert missing information on the Equipment or Lessee into the agreement. This agreement supersedes all prior agreements (oral or written). Any alteration or modification of this Equipment Use Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

Signature _____ Date _____

Mid-State Equipment
N8690 Highland Rd
Watertown, WI 53094
920-261-8118

Mid-State Equipment
4323 E US Hwy 14
Janesville, WI 53546
608-754-8450

Mid-State Equipment
59711 Hwy 12
Prairie Du Sac, WI 53578
608-643-3307

Mid-State Equipment
3660 Scenic Road
Jackson, WI 53037
262-677-8400

Mid-State Equipment
W1115 Bristol Road
Columbus, WI 53925
920-623-4020

Mid-State Equipment
355 Transit Drive
Columbus, WI 53925
920-623-4300

Mid-State Equipment
8841 Antioch Road
Salem, WI 53168
262-843-2326

Visit us the web: WWW.MIDSTATEEQUIPMENT.COM