

# Dane County Contract Addendum Cover Sheet

RES 290

Revised 06/2021

<b>Contract #</b> Admin will assign	13850A
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<b>Dept./Division</b>	LWRD / Admin	<b>Vendor Name</b>	Keaton Uphoff
<b>Brief Addendum Title/Description</b>	Lease Addendum to Keaton Uphoff to continue his crop lease at Blooming Grove Drumlins NRA for another 2 years.	<b>Vendor MUNIS #</b>	28367
		<b>Addendum Term</b>	1/1/2022 - 12/31/2023
		<b>Amount (\$)</b>	\$ 8,280.00

Department Contact Information		Vendor Contact Information	
<b>Contact</b>	Sharene Smith	<b>Contact</b>	Keaton Uphoff
<b>Phone #</b>	608-576-4485	<b>Phone #</b>	608-219-5313
<b>Email</b>	smith.sharene@countyofdane.com	<b>Email</b>	uphoffcompany@gmail.com
<b>Purchasing Officer</b>	Megan Rogan		

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	<b>PO Maintenance Needed PO#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
<input type="checkbox"/>	<b>No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.</b>				
<input type="checkbox"/>	<b>New PO / Req. Submitted Req#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	<b>Addendum #</b>	<b>Term</b>	<b>Amount</b>	<b>Resolution</b>	
	Original	1/1/2020 - 12/31/2021	\$ 8,280.00	<input type="checkbox"/> None	Res# 2019 RES-387
		1/1/2022 - 12/31/2023	\$ 8,280.00	<input type="checkbox"/> None	Res# 2021 RES-290
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
<b>Total Contracted Amount</b>			<b>\$ 16,560.00</b>		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Smith, Sharene	Digitally signed by Smith, Sharene Date: 2022.01.31 12:27:47 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: <u>1/31/22</u>	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, February 1, 2022 11:30 AM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #13850A  
**Attachments:** 13850A.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 2/1/2022 11:37 AM	Approve: 2/1/2022 11:37 AM
	Rogan, Megan	Read: 2/1/2022 11:50 AM	Approve: 2/1/2022 11:50 AM
	Gault, David	Read: 2/1/2022 11:50 AM	Approve: 2/1/2022 11:52 AM
	Lowndes, Daniel		Approve: 2/1/2022 12:23 PM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #13850A  
Department: Land & Water Resources  
Vendor: Keaton Uphoff  
Contract Description: Crop Lease at Blooming Grove Drumlins NRA (Res 290)  
Contract Term: 1/1/22 – 12/31/23  
Contract Amount: \$8,280.000

Thanks!

*Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

APPROVAL OF 2022 CROP LEASES ON COUNTY LAND

Dane County leases land for cropping as an interim management tool.

Following is a 2 year lease, January 1, 2022 – December 31, 2023

**Blooming Grove Drumlins Natural Resource Area**

Section 1 and Section 12 in the Town of Blooming Grove and City of Madison;  
27.6 acres;

- Addendum to Lease with existing tenant to continue cropping this land;
- Rent is \$4,140 per year for 2 years;
- Lessee: Keaton Uphoff

Following are leases for 4 years, January 1, 2022 – December 31, 2025

**Anderson Farm County Park**

Sections 13, 14 and 24, Town of Oregon; 130.9 acres

- Addendum to Lease with existing tenant to continue cropping that includes plans to work with a local urban farm/garden non-profit to convert approximately 25 acres to organic vegetable gardens;
- Rent starts at \$24,478.30 per year that will adjust based on the conversion;
- Lessee: Double Shot Farms

**Halfway Prairie School County Park**

Section 11 and 12, Town of Mazomanie; 36.3 acres

- New Lease with existing tenant that was farming the land when the property was purchased in 2020. Lease requires mowing and maintenance of grass buffers along the northern and southern boundaries of the field;
- Rent is \$5,808.00 per year for 4 years;
- Lessee: Helt Diversified, LLC

**Joyce Baer and George Socha Conservancy**

Section 12 and 13, Town of Medina; 38.2 acres

- New Lease with existing tenant that was previously on a trial permit for this donated property. Lease requires tenant to mow and maintain grasslands which comprise 20.2 acres, and mow and maintain grass buffers along with mowing of a wet area;
- Rent is \$2,070 per year for 4 years;
- Lessee: Randy Krause

**Springfield Hill Natural Resource Area and Ice Age Trail**

Section 25 and 26, Town of Roxbury; 38.2 acres

- Addendum to Lease with existing tenant to continue cropping that includes a 4 year conversion plan to prairie that specifies crop rotations and a mowing schedule. Acreage will decrease and rent shall vary from year to year as fields are converted to prairie and mowing is required;
- Rental schedule per year at \$311.50 per acre:
  - o 2022: \$11,930.45
  - o 2023: \$2,627.30
  - o 2024: \$3,177.30
  - o 2025: \$3,177.30
- Lessee: Triple J Farms, LLC

53 Following is a lease for 6 years, January 1, 2022 – December 31, 2027

54 **Schumacher Farm County Park**

55 Section 4, Town of Westport; 60 acres

56 - Addendum to Lease with existing tenant to continue cropping that includes a 6  
57 year conversion plan to prairie that specifies crop rotations and a mowing  
58 schedule. Acreage will decrease and rent will vary from year to year as fields  
59 are converted to prairie and mowing is required;

60 - Rental schedule per year at \$260.00 per acre:

61 ○ 2022: \$15,600

62 ○ 2023: \$10,840

63 ○ 2024: \$11,180

64 ○ 2025: \$7,260

65 ○ 2026: \$7,540

66 ○ 2027: \$3,900

67 - Lessee: DMK Farms, Inc.

68

69 Revenue from the above described leases is included in the 2022 Budget

70

71 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and  
72 the Dane County Executive and County Clerk are hereby authorized to execute the lease  
73 contracts set forth above;

74

75 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department  
76 Director and the Real Estate Coordinator are authorized to act as the County's  
77 representative in administering the leases.

**FIRST ADDENDUM TO LEASE**

THIS ADDENDUM TO LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and Keaton Uphoff ("LESSEE").

## WITNESSETH

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 27.6 acres in the Blooming Grove Drumlin Natural Resource Area in the Town of Blooming Grove and City of Madison, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2021, and LESSOR and LESSEE wish to extend the lease for a period of two (2) years;

THEREFORE, in consideration of the mutual covenants set forth hereafter and in the lease, the receipt and sufficiency of which are hereby acknowledged by each party for itself, LESSOR and LESSEE do agree to the following addendum to the lease:

1. Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of two (2) years, commencing the first day of January 2022 and ending on the 31<sup>st</sup> day of December 2023.
2. Section 7 of the lease is amended in part to read: **RENTAL PAYMENTS.**  
...LESSEE agrees to pay rent in the amount of \$150.00 per acre for a total of \$4,140.00 annually. Payments, in equal installments of \$2,070.00 are due and payable on the first day of March and the first day of June, commencing March 1, 2022 and for the duration of the lease. Checks payable to Dane County Parks shall be sent to 5201 Fen Oak Drive, #208, Madison, WI 53718....

IN WITNESS THEREOF LESSOR, by its authorized agent, and LESSEE have set their hands and seals as of the day and date by which both parties have caused this addendum to lease to be executed.

Dated this 27 day of December, 2021.

LESSEE

  
Keaton Uphoff

LESSOR

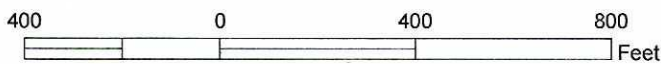
BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

# Conservation Plan Map

Owner: Dane County  
Blooming Grove Drumlin NRA  
Operator: Keaton Uphoff

Township(s): Blooming Grove  
Sections(s): 1 & 12  
Tract(s): 13585

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 1-31-17



Dane County Land & Water Resources Department  
USDA Natural Resources Conservation Service  
Digital orthophoto taken April 2005.

# Dane County Contract Addendum Cover Sheet

Res 290

Revised 06/2021

<b>Contract #</b> Admin will assign	13271A
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<b>Dept./Division</b>	Admin / LWRD	<b>Vendor Name</b>	Double Shot Farms
<b>Brief Addendum Title/Description</b>	Lease Addendum to Double Shot Farms to continue its lease at Anderson Farm County Park for another 4 years while working with non-profit to convert to organic vegetable gardens.	<b>Vendor MUNIS #</b>	28171
		<b>Addendum Term</b>	1/1/2022 - 12/31/2025
		<b>Amount (\$)</b>	\$ 93,350.40

Department Contact Information		Vendor Contact Information	
<b>Contact</b>	Sharene Smith	<b>Contact</b>	Aaron Shotliff
<b>Phone #</b>	608-576-4485	<b>Phone #</b>	608-438-9738
<b>Email</b>	smith.sharene@countyofdane.com	<b>Email</b>	ashotliff@hotmail.com
<b>Purchasing Officer</b>	Megan Rogan		

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	<b>PO Maintenance Needed PO#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
<input type="checkbox"/>	<b>No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.</b>				
<input type="checkbox"/>	<b>New PO / Req. Submitted Req#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	<b>Addendum #</b>	<b>Term</b>	<b>Amount</b>	<b>Resolution</b>	
	Original	1/1/2018 - 12/31/2021	\$ 147,356.00	<input type="checkbox"/> None	Res# 2017 RES-324
	A	1/1/2022 - 12/31/2015	\$ 93,350.40	<input type="checkbox"/> None	Res# 2021 RES-290
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
<b>Total Contracted Amount</b>			<b>\$ 240,706.40</b>		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Smith, Sharene	Digitally signed by Smith, Sharene Date: 2022.01.31 13:58:28 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: <u>1/31/22</u>	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

---

**From:** Goldade, Michelle  
**Sent:** Tuesday, February 1, 2022 11:59 AM  
**To:** Hicklin, Charles; Gault, David; Rogan, Megan; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #13271A  
**Attachments:** 13271A.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/1/2022 12:00 PM	Approve: 2/1/2022 12:00 PM
	Gault, David	Read: 2/1/2022 12:16 PM	Approve: 2/1/2022 12:17 PM
	Rogan, Megan	Read: 2/1/2022 12:00 PM	Approve: 2/1/2022 12:02 PM
	Lowndes, Daniel		
	Stavn, Stephanie		
	Oby, Joe		

Re-sending this one...I had the wrong lease attached previously ....

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #13271A  
Department: Land & Water Resources  
Vendor: Aaron Shotliff/Double Shot Farms  
Contract Description: Crop Lease at Anderson Farm Ccounty Park (Res 290)  
Contract Term: 1/1/22 – 12/31/25  
Contract Amount: \$93,350.40

Thanks!

*Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.



## Goldade, Michelle

---

**From:** Lowndes, Daniel  
**Sent:** Tuesday, February 1, 2022 12:22 PM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #13271A

APPROVAL OF 2022 CROP LEASES ON COUNTY LAND

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**Blooming Grove Drumlins Natural Resource Area**

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27.6 acres;

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- Rent is \$4,140 per year for 2 years;
- Lessee: Keaton Uphoff

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Sections 13, 14 and 24, Town of Oregon; 130.9 acres

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- Rent starts at \$24,478.30 per year that will adjust based on the conversion;
- Lessee: Double Shot Farms

**Halfway Prairie School County Park**

Section 11 and 12, Town of Mazomanie; 36.3 acres

- New Lease with existing tenant that was farming the land when the property was purchased in 2020. Lease requires mowing and maintenance of grass buffers along the northern and southern boundaries of the field;
- Rent is \$5,808.00 per year for 4 years;
- Lessee: Helt Diversified, LLC

**Joyce Baer and George Socha Conservancy**

Section 12 and 13, Town of Medina; 38.2 acres

- New Lease with existing tenant that was previously on a trial permit for this donated property. Lease requires tenant to mow and maintain grasslands which comprise 20.2 acres, and mow and maintain grass buffers along with mowing of a wet area;
- Rent is \$2,070 per year for 4 years;
- Lessee: Randy Krause

**Springfield Hill Natural Resource Area and Ice Age Trail**

Section 25 and 26, Town of Roxbury; 38.2 acres

- Addendum to Lease with existing tenant to continue cropping that includes a 4 year conversion plan to prairie that specifies crop rotations and a mowing schedule. Acreage will decrease and rent shall vary from year to year as fields are converted to prairie and mowing is required;
- Rental schedule per year at \$311.50 per acre:
  - o 2022: \$11,930.45
  - o 2023: \$2,627.30
  - o 2024: \$3,177.30
  - o 2025: \$3,177.30
- Lessee: Triple J Farms, LLC

53 Following is a lease for 6 years, January 1, 2022 – December 31, 2027

54 **Schumacher Farm County Park**

55 Section 4, Town of Westport; 60 acres

- 56 - Addendum to Lease with existing tenant to continue cropping that includes a 6
- 57 year conversion plan to prairie that specifies crop rotations and a mowing
- 58 schedule. Acreage will decrease and rent will vary from year to year as fields
- 59 are converted to prairie and mowing is required;
- 60 - Rental schedule per year at \$260.00 per acre:
  - 61 ○ 2022: \$15,600
  - 62 ○ 2023: \$10,840
  - 63 ○ 2024: \$11,180
  - 64 ○ 2025: \$7,260
  - 65 ○ 2026: \$7,540
  - 66 ○ 2027: \$3,900
- 67 - Lessee: DMK Farms, Inc.

68

69 Revenue from the above described leases is included in the 2022 Budget

70

71 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and  
72 the Dane County Executive and County Clerk are hereby authorized to execute the lease  
73 contracts set forth above;

74

75 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department  
76 Director and the Real Estate Coordinator are authorized to act as the County's  
77 representative in administering the leases.

## FIRST ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and Double Shot Farms ("LESSEE").

### WITNESSETH

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 192 acres in Anderson Farm County Park in the Town of Oregon, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2021, and LESSOR and LESSEE wish to extend the lease for a period of four (4) years;

THEREFORE, in consideration of the mutual covenants set forth hereafter and in the lease, the receipt and sufficiency of which are hereby acknowledged by each party for itself, LESSOR and LESSEE do agree to the following addendum to the lease:

1. The acres included in the lease are reduced from 192 acres to 127.5 acres as land has been converted to prairie, trails and dog park during the original term of the lease.
2. Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of four (4) years, commencing the first day of January 2022 and ending on the 31<sup>st</sup> day of December 2025.
3. Section 4 of the lease is amended in part to read: **LESSEE OBLIGATIONS.** LESSEE shall plant according to the following crop rotation as depicted on the attached Crop Lease Map dated 1/14/2022:
  - Field 4a: Soybeans in 2022; garden conversion in Fall 2022.
    - Rent shall be adjusted in 2023 to account for production loss.
  - Field 4b: Corn/bean rotation through 2023; garden conversion in Fall 2023.
    - Rent shall be adjusted in 2024 to account for production loss.
  - Field 4c: Corn/bean rotation through 2024; garden conversion in Fall 2024.
    - Rent shall be adjusted in 2025 to account for production loss.
  - Field 5: Continuous hay through lease term unless instructed otherwise by LWRD staff.
4. Section 4 of the lease regarding the mowing and maintenance of grass buffers shall be amended to read:  
LESSEE shall install and maintain grass buffers according to the attached Crop Lease Map dated 1/14/2022:
  - Field 1: Seed (if needed) and maintain 16 foot cool season grass buffer around perimeter; mow at least once a month during the growing season.
  - Field 2: Seed (if needed) and maintain 16 foot cool season grass buffer on west and south sides of field; mow at least once a month during the growing season.
 LESSEE is no longer responsible for mowing the buffers east of Union Road or the grass overflow parking area for park events.

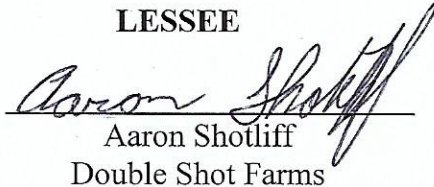
5. Section 4 of the lease shall be amended to include: Irrigation system may be installed on Fields 4a, 4b and 4c. If installation results in loss of crops, LESSOR shall reduce the rent based on acreage lost.
6. Section 7 of the lease is amended in part to read: **RENTAL PAYMENTS.**  
...LESSEE agrees to pay rent in the amount of \$187.00 on 124.8 acres, excludes Field 5, for a total of \$23,337.60 annually. Payments, in equal installments of \$11,668.80 are due and payable on the first day of March and the first day of June, commencing March 1, 2022 and for the duration of the lease. Checks payable to Dane County Parks shall be sent to 5201 Fen Oak Drive, #208, Madison, WI 53718....
7. Section 8 of the lease is amended to include: **ADJUSTMENTS.**  
If LESSEE switches to organic farming practices on Field 4a, Field 4b and Field 4c, LESSOR agrees to adjust the rent on those particular fields based on actual yield and current market rates for the same organic crops.

All remaining terms and conditions of the original lease remain in full force and effect.

IN WITNESS THEREOF LESSOR, by its authorized agent, and LESSEE have set their hands and seals as of the day and date by which both parties have caused this addendum to lease to be executed.

Dated this 21 day of January, 2022.

**LESSEE**

  
\_\_\_\_\_  
Aaron Shotliff  
Double Shot Farms

**LESSOR**

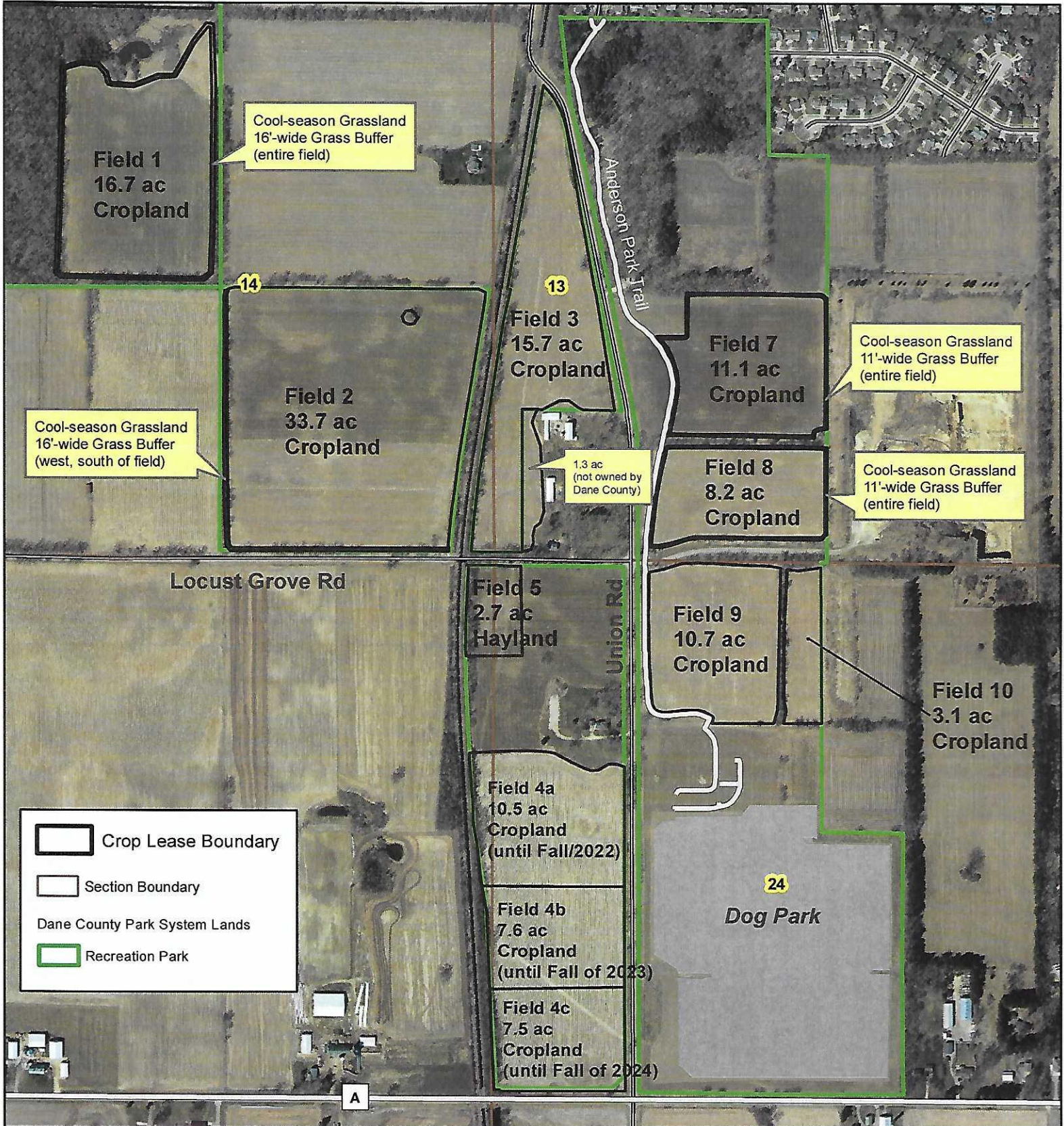
BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

# Exhibit A, Dane County Lease Map

Property: Anderson Farm County Park  
 Owner: Dane County  
 Lessee: Double Shot Farms

Town: Oregon  
 Township/Range/Section:  
 T05N R09E s. 13,14, 23, 24

Date: 1-14-2022



0 500 1,000 1,500 Feet

# Dane County Contract Cover Sheet

Revised 01/2022

Res 290

<b>Dept./Division</b>	LWRD / Admin		
<b>Vendor Name</b>	Helt Diversified, LLC	<b>MUNIS #</b>	27456
<b>Brief Contract Title/Description</b>	This is a 4 year lease for cropland at Halfway Prairie School County Park with existing tenant when the property was purchased.		
<b>Contract Term</b>	1/1/2022 - 12/31/2025		
<b>Contract Amount</b>	\$23,232.00		

<b>Contract #</b> Admin will assign	14624
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Sharene Smith	<b>Name</b>	Jason Helt
<b>Phone #</b>	608-576-4485	<b>Phone #</b>	608-334-3783
<b>Email</b>	smith.sharene@countyofdane.com	<b>Email</b>	jasonhelt@gmail.com
<b>Purchasing Officer</b>	Megan Rogan		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	<b>Req #</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>Year</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

<b>Budget Amendment</b>	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	<b>Res #</b>	290
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		<b>Year</b>
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

<b>CONTRACT MODIFICATIONS – Standard Terms and Conditions</b>		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

<b>APPROVAL</b>	
<b>Dept. Head / Authorized Designee</b>	
Smith, Sharene	Digitally signed by Smith, Sharene Date: 2022.01.31 15:33:22 -06'00'

<b>APPROVAL – Contracts Exceeding \$100,000</b>	
<b>Director of Administration</b>	<b>Corporation Counsel</b>

<b>APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached</b>			
<b>DOA:</b>	<b>Date In:</b> 2/1/22	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

---

**From:** Goldade, Michelle  
**Sent:** Tuesday, February 1, 2022 11:54 AM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14624  
**Attachments:** 14624.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 2/1/2022 11:56 AM	Approve: 2/1/2022 11:57 AM
	Rogan, Megan	Read: 2/1/2022 11:54 AM	Approve: 2/1/2022 11:54 AM
	Gault, David	Read: 2/1/2022 11:56 AM	Approve: 2/1/2022 11:57 AM
	Lowndes, Daniel		Approve: 2/1/2022 12:19 PM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14624  
Department: Land & Water Resources  
Vendor: Helt Diversified LLC  
Contract Description: Crop Lease at Halfway Prairie School County Park (Res 290)  
Contract Term: 1/1/22 – 12/31/25  
Contract Amount: \$23,232.00

Thanks!

*Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.



APPROVAL OF 2022 CROP LEASES ON COUNTY LAND

Dane County leases land for cropping as an interim management tool.

Following is a 2 year lease, January 1, 2022 – December 31, 2023

**Blooming Grove Drumlins Natural Resource Area**

Section 1 and Section 12 in the Town of Blooming Grove and City of Madison;  
27.6 acres;

- Addendum to Lease with existing tenant to continue cropping this land;
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- Lessee: Keaton Uphoff

Following are leases for 4 years, January 1, 2022 – December 31, 2025

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Sections 13, 14 and 24, Town of Oregon; 130.9 acres

- Addendum to Lease with existing tenant to continue cropping that includes plans to work with a local urban farm/garden non-profit to convert approximately 25 acres to organic vegetable gardens;
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- Lessee: Double Shot Farms

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Section 11 and 12, Town of Mazomanie; 36.3 acres

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Section 12 and 13, Town of Medina; 38.2 acres

- New Lease with existing tenant that was previously on a trial permit for this donated property. Lease requires tenant to mow and maintain grasslands which comprise 20.2 acres, and mow and maintain grass buffers along with mowing of a wet area;
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- Addendum to Lease with existing tenant to continue cropping that includes a 4 year conversion plan to prairie that specifies crop rotations and a mowing schedule. Acreage will decrease and rent shall vary from year to year as fields are converted to prairie and mowing is required;
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55 Section 4, Town of Westport; 60 acres

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69 Revenue from the above described leases is included in the 2022 Budget

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71 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and  
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73 contracts set forth above;

74

75 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department  
76 Director and the Real Estate Coordinator are authorized to act as the County's  
77 representative in administering the leases.

**LEASE**

THIS LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and Helt Diversified, LLC ("LESSEE").

**WITNESSETH**

WHEREAS LESSOR is the owner of certain real property known as Halfway Prairie School County Park and partially described as follows:

That part of East ½ Section 11 and that part of the West ½ of Section 12, Township 8 North, Range 12 East, lying north of Hwy 19 in the Town of Mazomanie, Dane County, Wisconsin.

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 36.3 acres of the above-described land (said 36.3 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached map on Exhibit A;

THEREFORE, in consideration of the above conditions and the mutual covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree as follows:

**Section 1. TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of four (4) years, commencing as of the first day of January, 2022 and ending on the 31<sup>st</sup> day of December, 2025. LESSOR or LESSEE may terminate the lease without penalty at the end of any crop year.

**Section 2. PUBLIC ACCESS TO PREMISES.** LESSOR may provide public access to all or a portion of the premises. Public access may include, without limitation, recreational use, areas for the parking of vehicles, trails for pedestrian ingress and egress, and fencing and gating of such areas and trails. To the extent such access prevents or substantially interferes with LESSEE'S use of a portion of the premises for agricultural purposes, LESSOR shall reduce the number of acres under the lease, and the rent shall be reduced accordingly.

**Section 3. INTENDED USE AND PROVISIONS.** The intended uses and sole permitted uses of the premises by the LESSEE are as agricultural cropland, hay land, establishment of native vegetation and wildlife species habitat in order to protect land from over-growing in undesirable weeds and preparing the land for prairie restoration.

**Section 4. LESSEE OBLIGATIONS.** Throughout the term of this lease, LESSEE shall crop, operate, and maintain the premises according to and in compliance with Chapter 49 of the Dane County Code of Ordinances and the conditions of this lease. LESSEE shall confer with Dane County Land & Water Resources Land Conservation (LWRD) on all compliance issues.

**A. Nutrient Management**

1. LESSEE shall submit to LWRD annually by June 1<sup>st</sup> of each year, a Nutrient Management Plan (NMP) developed in accordance with the USDA Natural Resource Conservation Service (NRCS) 590 Nutrient Management conservation practice standards and specifications.
  - a. NMP shall be submitted electronically using the current version of SnapPlus, Wisconsin's nutrient management planning software.
    - i. Soil sample results shall be included with the NMP.
  - b. All leased acres shall be managed to not exceed tolerable soil loss ("T") as documented in the NMP.

- c. All leased acres shall be managed to not exceed the phosphorus index (PI) as documented in the NMP.
  2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
  3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.
- B. LESSEE shall follow no till standards in accordance with USDA-NRCS 329 Residue and Tillage Management, No Till conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:
- a. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
  - b. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
  - c. Maintain crop residue standing during the winter period to trap snow.
  - d. Intensive grazing and removal of crop residue by baling is not allowed.
  - e. Residue is not allowed to be shredded after harvest.
- C. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP:
- a. Corn and Soybean rotation on Field 1.
  - b. Cool season grass on Field 2.
- D. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.
- E. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.
- F. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- a. In the event that erosion on Field 1 needs to be addressed with installation of grassed waterways, LESSEE agrees to maintain the waterways. If the installation of waterways results in a reduction of tillable acreage, the rent shall be reduced accordingly.
- G. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- H. LESSEE shall cut, spray or otherwise control Canada thistles before they go to seed and cut or control weeds in lots and along roadsides whenever necessary to prevent reseeding.
- I. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.

- J. LESSEE shall not store automobiles, trucks, tractors, or bulk fuel on the leased premises or otherwise violate restrictions of LESSOR's insurance contract or local ordinances.
- K. LESSEE agrees to provide the following additional services at the premises for public recreation or land management:
- a. Maintain a 20' wide grass buffer on the west side of Field 1.
  - b. Maintain a 40' wide grass buffer on the south side of Field 1.
  - c. Mow Field 2 at least once a year, after July 31<sup>st</sup>.

**Section 5. SECURITY OF PREMISES.** LESSEE shall be solely responsible for security for the premises and shall indemnify, defend and hold harmless LESSOR from any and all damages, losses and expenses LESSOR may suffer as a result of any litigation or claim for injuries suffered by any person or persons occurring as a result of alleged lack of security for the premises.

**Section 6. NO MUTUAL INDEMNIFICATION.** Each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions, including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent the amount of \$160.00 per acre per year, for a total of \$5,808.00 annually. Payments, in equal installments of \$2,904.00 are due and payable on the first day of March and the first day of June commencing March 1, 2021 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to 5201 Fen Oak Drive, #208 Madison, WI 53718. Time is of the essence with respect to rental payments. Failure to make timely rental payments may result in termination of the lease and may also impact LESSEE's ability to secure future leases

**Section 8. ADJUSTMENTS.** There shall be no rental rate adjustments during the term of the lease. LESSOR reserves the right to remove lands from the lease in order to address erosion issues and/or to restore lands to prairie. LESSOR may reduce the number of acres under the lease with notice to LESSEE by the end of November for the next crop season. Acreage adjustments also may be made upon mutual agreement between LESSEE and LESSOR.

**Section 9. NOTICES.** All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to Helt Diversified, LLC, 5846 Baltes Road, Waunakee, WI 53597.

**Section 10. NO SUBLET, ASSIGNMENT, RENEWAL.** There shall be no sublet, assignment or automatic renewal of this lease unless in writing, consented to by LESSOR.

**Section 11. CONDITION OF PREMISES.** LESSEE has inspected the premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the premises in their present condition and to deliver the same in as good a condition at the termination of this lease. In its use of the premises, LESSEE shall follow practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures and shall refrain from any operation that will injure them.

**Section 12. USE OF PREMISES, TERMINATION.** LESSEE shall not perform any acts or carry on any practices which may injure the premises or be a nuisance or menace to neighboring property. LESSEE shall comply with all laws, statutes, ordinances, rules and regulations of any agency of government having authority or jurisdiction over the premises.

If LESSEE shall fail to fulfill in timely and proper manner his obligations under this agreement, including timely payment of rent, LESSOR shall have the right to terminate this agreement as described below.

Violation of any provision of this section shall constitute grounds for termination of this lease by LESSOR on thirty (30) days' advance written notice containing the reasons for the termination. In the event of cancellation, rent already paid shall be returned to LESSEE on a prorated basis. LESSOR or LESSEE may terminate this lease without penalty at the end of any crop year.

**Section 13. END OF TERM SURRENDER OF PREMISES.** LESSEE shall peaceably surrender the premises at the end of the term of this lease and shall pay reasonable attorney fees for LESSOR in default of such obligation.

**Section 14. EXCLUDED ACREAGE.** Adjoining lands of LESSOR are not included in this lease.

**Section 15. INSURANCE.** LESSEE shall at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance and automobile liability insurance in the amounts of at least \$500,000. LESSEE shall also insure or otherwise protect itself against losses by fire, theft, or other cause of any personal property of LESSEE, its agents, employees or officers which is located on the demised premises. As evidence of this coverage, LESSEE shall furnish to LESSOR a certificate of insurance naming LESSOR as an additional insured.

**Section 16. LESSOR'S AUTHORIZED AGENT.** All written authorizations on the part of LESSOR necessitated by this agreement or requested by LESSEE shall be made only by the Director or Deputy Director, Dane County Land & Water Resources Department, 5201 Fen Oak Drive, Madison, WI 53718.

**Section 17. NONDISCRIMINATION.** During the term of this lease, LESSOR and LESSEE agree, in accordance with Chapter 19 of the Dane County Code of Ordinances, not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a tenant or applicant for tenancy, a customer, an employee or an applicant for employment. Such equal opportunity shall include but not be limited to the following: renting, leasing, employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable by state or federal law.

**Section 18. EQUAL OPPORTUNITY EMPLOYER AND LANDLORD.** LESSOR and LESSEE shall, in all solicitations for employment or tenancy placed on either's behalf, state that LESSOR or LESSEE is an "Equal Opportunity Employer" and complies with the Federal Fair Housing Act of 1968.

**Section 19. AFFIRMATIVE ACTION.** Contracts estimated to be Ten Thousand Dollars (\$10,000) or more require the submission of a written affirmative action plan. Within fifteen (15) days after the award of the contract, the plan shall be submitted for approval to LESSEE. Landlords with an annual work force of fewer than ten (10) employees are exempted from this requirement.

**Section 20. SIGNS NOT PERMITTED.** Except in designated areas, LESSEE shall not post signs or erect any signs of any kind upon the premises without the prior written consent of LESSOR.

**Section 21. TITLES FOR CONVENIENCE ONLY.** The various headings and titles used as section headings herein are for convenience and ease of reference only and shall have no substantive effect whatsoever on the agreement of the parties.

IN WITNESS THEREOF, LESSOR, by its authorized agent, and LESSEE have set their hands and seals as of the day and date on which both parties have caused this agreement to be executed.

Dated this 31 day of December, 2021.

LESSEE  
BY:   
\_\_\_\_\_  
Jason Helt  
Managing Member  
Helt Diversified, LLC

LESSOR  
BY: \_\_\_\_\_  
Joseph T. Parisi  
County Executive

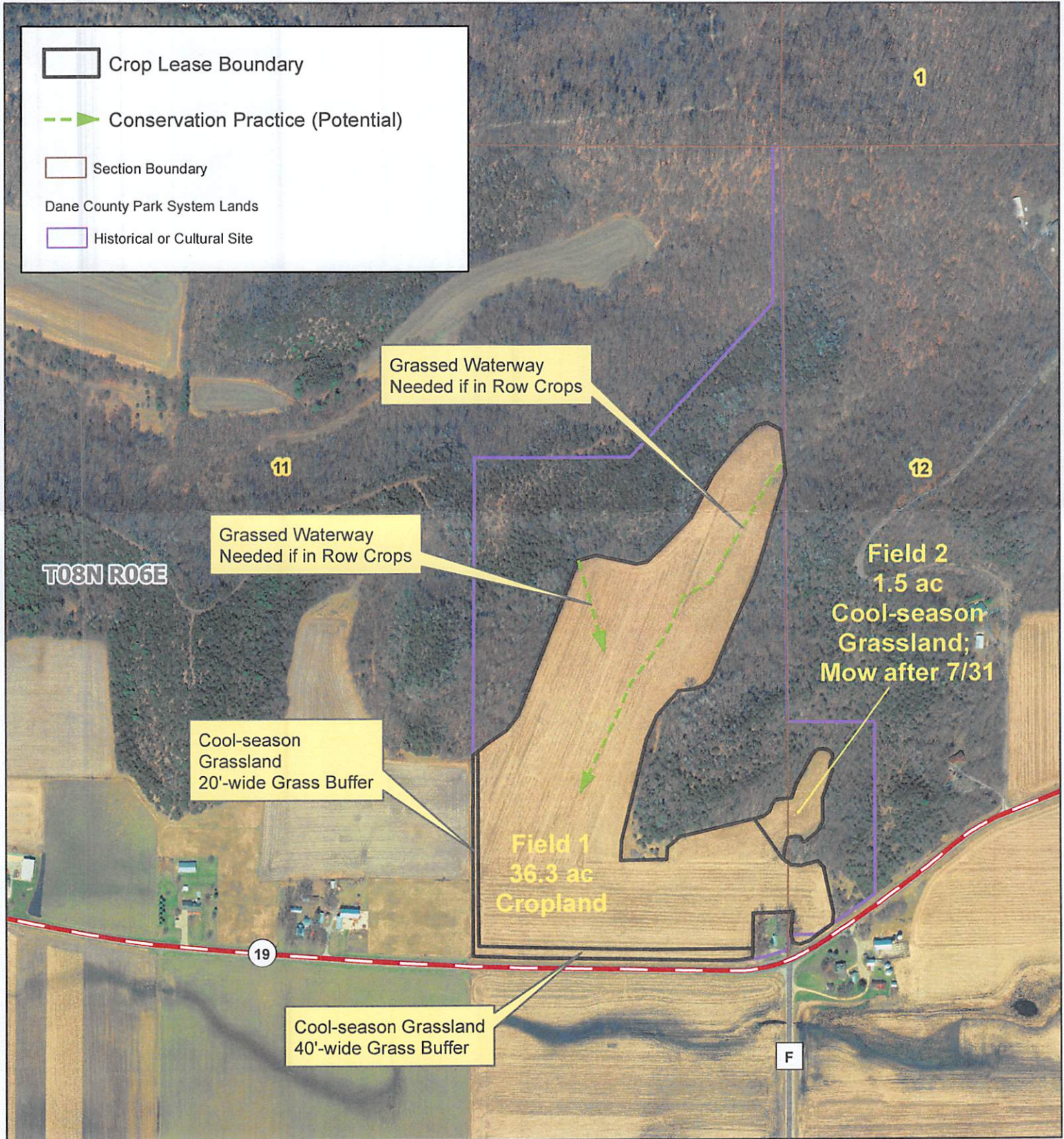
BY: \_\_\_\_\_  
Scott McDonnell  
County Clerk

# Exhibit A, Dane County Lease Map

Property: Halfway Prairie School  
Owner: Dane County  
Lessee: Helt Diversified, LLC

Town: Mazomanie  
Township/Range/Section:  
T8N R6E, Sec. 11, 12

Date: 9/16/2021





# Dane County Contract Cover Sheet

Revised 01/2022

Res 290

<b>Dept./Division</b>	LWRD / Admin		
<b>Vendor Name</b>	Krause Farms LLC	<b>MUNIS #</b>	32613
<b>Brief Contract Title/Description</b>	This is a 4 year crop lease with Krause Farms LLC for Joyce Baer and George Socha Conservancy. Krause Farms LLC had previously been on a trial permit to ensure the grassland and mowing plan was successful.		
<b>Contract Term</b>	1/1/2022 - 12/31/2025		
<b>Contract Amount</b>	\$8280.00		

<b>Contract #</b> Admin will assign	14625
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Sharene Smith	<b>Name</b>	Randy Krause
<b>Phone #</b>	608-576-4485	<b>Phone #</b>	608-235-1261
<b>Email</b>	smith.sharene@countyofdane.com	<b>Email</b>	krausegmc@hotmail.com
<b>Purchasing Officer</b>	Meagan Rogan		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	<b>Req #</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>Year</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	<b>Res #</b>	290
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		<b>Year</b>
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

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Smith, Sharene	Digitally signed by Smith, Sharene Date: 2022.02.01 07:57:39 -06'00'

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<b>DOA:</b>	<b>Date In:</b> 2/1/22	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

---

**From:** Goldade, Michelle  
**Sent:** Thursday, February 3, 2022 10:51 AM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel; Pabellon, Carlos  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14625  
**Attachments:** 14625.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/3/2022 11:33 AM	Approve: 2/3/2022 11:33 AM
	Rogan, Megan	Read: 2/3/2022 10:52 AM	Approve: 2/3/2022 10:52 AM
	Gault, David		
	Lowndes, Daniel		Approve: 2/3/2022 11:04 AM
	Pabellon, Carlos	Read: 2/3/2022 10:53 AM	Approve: 2/3/2022 11:20 AM
	Stavn, Stephanie		
	Oby, Joe		

Carlos – I am copying you on this contract approval because it looks like Dave is out until next week and this lease needs to go on the P&F agenda that gets posted tomorrow.

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14625

Department: Land & Water Resources

Vendor: Krause Farms LLC

Contract Description: Crop Lease for Joyce Baer & George Socha Conservancy (Res 290)

Contract Term: 1/1/22 – 12/31/25

Contract Amount: \$8,280.00

Thanks!

*Michelle Goldade*

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

APPROVAL OF 2022 CROP LEASES ON COUNTY LAND

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76 Director and the Real Estate Coordinator are authorized to act as the County's  
77 representative in administering the leases.

**LEASE**

THIS LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and Randy Krause d/b/a Krause Farms LLC ("LESSEE").

**WITNESSETH**

WHEREAS LESSOR is the owner of certain real property known as the Joyce Baer and George Socha Conservancy and partially described as follows:

That part of the NW1/4, that part of the SW1/4 and that part of the W1/2 of the SE1/4 of Section 12, along with that part of the NW1/4 of the NW1/4 of Section 13, all in Township 8N, Range 12E, in the Town of Medina, Dane County, Wisconsin;

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 38.2 acres of land, of which 18 acres is cropland and 20.2 acres is grassland, of the above-described land (said 40 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached Dane County Crop Lease map on Exhibit A;

THEREFORE, in consideration of the above conditions and the mutual covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree as follows:

**Section 1. TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of four (4) years, commencing as of the first day of January, 2022 and ending on the 31<sup>st</sup> day of December, 2025. LESSOR or LESSEE may terminate the lease without penalty at the end of any crop year.

**Section 2. PUBLIC ACCESS TO PREMISES.** LESSOR may provide public access to all or a portion of the premises. Public access may include, without limitation, recreational use, areas for the parking of vehicles, trails for pedestrian ingress and egress, and fencing and gating of such areas and trails. To the extent such access prevents or substantially interferes with LESSEE'S use of a portion of the premises for agricultural purposes, LESSOR shall reduce the number of acres under the lease, and the rent shall be reduced accordingly.

**Section 3. INTENDED USE AND PROVISIONS.** The intended uses and sole permitted uses of the premises by the LESSEE are as agricultural cropland, hay land, establishment of native vegetation and wildlife species habitat in order to protect land from over-growing in undesirable weeds and preparing the land for prairie restoration.

**Section 4. LESSEE OBLIGATIONS.** Throughout the term of this lease, LESSEE shall crop, operate, and maintain the premises according to and in compliance with Chapter 49 of the Dane County Code of Ordinances and the conditions of this lease. LESSEE shall confer with Dane County Land & Water Resources Land Conservation (LWRD) on all compliance issues.

A. Nutrient Management

1. LESSEE shall submit to LWRD annually by June 1<sup>st</sup> of each year, a Nutrient Management Plan (NMP) developed in accordance with the USDA Natural Resource Conservation Service (NRCS) 590 Nutrient Management conservation practice standards and specifications.
  - a. NMP shall be submitted electronically using the current version of SnapPlus, Wisconsin's nutrient management planning software.

- i. Soil sample results shall be included with the NMP.
    - b. All leased acres shall be managed to not exceed tolerable soil loss ("T") as documented in the NMP.
    - c. All leased acres shall be managed to not exceed the phosphorus index (PI) as documented in the NMP.
  2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
  3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.
- B. LESSEE shall follow no till standards in accordance with USDA-NRCS 329 Residue and Tillage Management, No Till conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:
  - a. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
  - b. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
  - c. Maintain crop residue standing during the winter period to trap snow.
  - d. Intensive grazing and removal of crop residue by baling is not allowed.
  - e. Residue is not allowed to be shredded after harvest.
- C. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP:
  - a. Crop rotation shall be a corn/soybeans on Field 1 and Field 2;
  - b. LESSEE shall mow the marsh area, Field 952, adjacent to Field 1 at least once a year.
  - c. LESSEE shall maintain a grassland on Field 951 which shall be mowed or harvested annually but not prior to August 1 of any year.
  - d. LESSEE shall mow and maintain grassland on Field 950.
  - e. LESSEE shall mow and maintain trail buffers areas around Field 951 which shall be a minimum of 20' wide, at least once a month during the growing season. Grass cuttings may be harvested and baled by LESSEE.
  - f. LESSEE shall mow and maintain a 20' – 40' wide buffer along the east, north and west boundaries of Field 2 and shall periodically mow the wet area north of Field 2.
- D. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.
- E. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.
- F. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.

- G. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- H. LESSEE shall cut, spray or otherwise control Canada thistles before they go to seed and cut or control weeds in lots and along roadsides whenever necessary to prevent reseeding.
- I. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR, except as follows: box elder, buckthorn and invasives may be trimmed or cut anytime. Oaks may only be trimmed between October 1 and March 31.
- J. LESSEE shall not store automobiles, trucks, tractors, or bulk fuel on the leased premises or otherwise violate restrictions of LESSOR's insurance contract or local ordinances.
- K. LESSEE agrees to provide the following additional services at the premises for public recreation or land management: as listed in Section 4C.

**Section 5. SECURITY OF PREMISES.** LESSEE shall be solely responsible for security for the premises and shall indemnify, defend and hold harmless LESSOR from any and all damages, losses and expenses LESSOR may suffer as a result of any litigation or claim for injuries suffered by any person or persons occurring as a result of alleged lack of security for the premises.

**Section 6. NO MUTUAL INDEMNIFICATION.** Each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions, including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent on 18 tillable acres, the amount of \$115.00 per acre per year, for a total of \$2,070.00 annually. Payments, in equal installments of \$1,035.00 are due and payable on the first day of March and the first day of June commencing March 1, 2022 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to 5201 Fen Oak Drive, #208 Madison, WI 53718. Time is of the essence with respect to rental payments. Failure to make timely rental payments may result in termination of the lease and may also impact LESSEE's ability to secure future leases

**Section 8. ADJUSTMENTS.** There shall be no rental rate adjustments during the term of the lease. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the end of November for the next crop season. Acreage adjustments also may be made upon mutual agreement between LESSEE and LESSOR.

**Section 9. NOTICES.** All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to 6114 Hurd Street, Marshall, WI 53559.

**Section 10. NO SUBLET, ASSIGNMENT, RENEWAL.** There shall be no sublet, assignment or automatic renewal of this lease unless in writing, consented to by LESSOR.

**Section 11. CONDITION OF PREMISES.** LESSEE has inspected the premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the premises in their present condition and to deliver the same in as good a condition at the termination of this lease. In its use of the premises, LESSEE shall follow practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures and shall refrain from any operation that will injure them.

**Section 12. USE OF PREMISES, TERMINATION.** LESSEE shall not perform any acts or carry on any practices which may injure the premises or be a nuisance or menace to neighboring property. LESSEE shall comply with all laws, statutes, ordinances, rules and regulations of any agency of government having authority or jurisdiction over the premises.

If LESSEE shall fail to fulfill in timely and proper manner his obligations under this agreement, including timely payment of rent, LESSOR shall have the right to terminate this agreement as described below.

Violation of any provision of this section shall constitute grounds for termination of this lease by LESSOR on thirty (30) days' advance written notice containing the reasons for the termination. In the event of cancellation, rent already paid shall be returned to LESSEE on a prorated basis. LESSOR or LESSEE may terminate this lease without penalty at the end of any crop year.

**Section 13. END OF TERM SURRENDER OF PREMISES.** LESSEE shall peaceably surrender the premises at the end of the term of this lease and shall pay reasonable attorney fees for LESSOR in default of such obligation.

**Section 14. EXCLUDED ACREAGE.** Adjoining lands of LESSOR are not included in this lease.

**Section 15. INSURANCE.** LESSEE shall at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance and automobile liability insurance in the amounts of at least \$500,000. LESSEE shall also insure or otherwise protect itself against losses by fire, theft, or other cause of any personal property of LESSEE, its agents, employees or officers which is located on the demised premises. As evidence of this coverage, LESSEE shall furnish to LESSOR a certificate of insurance naming LESSOR as an additional insured.

**Section 16. LESSOR'S AUTHORIZED AGENT.** All written authorizations on the part of LESSOR necessitated by this agreement or requested by LESSEE shall be made only by the Director or Deputy Director, Dane County Land & Water Resources Department, 5201 Fen Oak Drive, Madison, WI 53718.

**Section 17. NONDISCRIMINATION.** During the term of this lease, LESSOR and LESSEE agree, in accordance with Chapter 19 of the Dane County Code of Ordinances, not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a tenant or applicant for tenancy, a customer, an employee or an applicant for employment. Such equal opportunity shall include but not be limited to the following: renting, leasing, employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable by state or federal law.

**Section 18. EQUAL OPPORTUNITY EMPLOYER AND LANDLORD.** LESSOR and LESSEE shall, in all solicitations for employment or tenancy placed on either's behalf, state that



LESSOR or LESSEE is an "Equal Opportunity Employer" and complies with the Federal Fair Housing Act of 1968.

**Section 19. AFFIRMATIVE ACTION.** Contracts estimated to be Ten Thousand Dollars (\$10,000) or more require the submission of a written affirmative action plan. Within fifteen (15) days after the award of the contract, the plan shall be submitted for approval to LESSEE. Landlords with an annual work force of fewer than ten (10) employees are exempted from this requirement.

**Section 20. SIGNS NOT PERMITTED.** Except in designated areas, LESSEE shall not post signs or erect any signs of any kind upon the premises without the prior written consent of LESSOR.

**Section 21. TITLES FOR CONVENIENCE ONLY.** The various headings and titles used as section headings herein are for convenience and ease of reference only and shall have no substantive effect whatsoever on the agreement of the parties.

IN WITNESS THEREOF, LESSOR, by its authorized agent, and LESSEE have set their hands and seals as of the day and date on which both parties have caused this agreement to be executed.

Dated this 28 day of November 20 21.

LESSEE

BY: Randy Krause  
Randy Krause

BY: \_\_\_\_\_

LESSOR

BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

BY: \_\_\_\_\_  
Scott McDonnell  
COUNTY CLERK

# Dane County Crop Lease Map

Owner: Dane County  
The Joyce Baer & George  
Socha Conservancy  
Operator: Randy Krause

Township(s): Medina  
Sections(s): 12  
Tract(s): 2817

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 10-27-2020



Dane County Land & Water Resources Department  
USDA Natural Resources Conservation Service  
Digital orthophoto taken 2014.

# Dane County Contract Addendum Cover Sheet

Res 290

Revised 06/2021

<b>Contract #</b> Admin will assign	13276A
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<b>Dept./Division</b>	LWRD / Admin	<b>Vendor Name</b>	Triple J Dairy Farm LLC
<b>Brief Addendum Title/Description</b>	Lease Addendum to Triple J Dairy Farm LLC to continue its crop lease at Springfield Hill NRA for another 4 years during prairie conversion.	<b>Vendor MUNIS #</b>	28175
		<b>Addendum Term</b>	1/1/2022 - 12/31/2025
		<b>Amount (\$)</b>	\$ 20,912.35

Department Contact Information		Vendor Contact Information	
<b>Contact</b>	Sharene Smith	<b>Contact</b>	Josh Ballweg
<b>Phone #</b>	608-576-4485	<b>Phone #</b>	608-630-2887
<b>Email</b>	smith.sharene@countyofdane.com	<b>Email</b>	ballwegjo@gmail.com
<b>Purchasing Officer</b>	Megan Rogan		

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	<b>PO Maintenance Needed PO#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
<input type="checkbox"/>	<b>No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.</b>				
<input type="checkbox"/>	<b>New PO / Req. Submitted Req#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
A resolution is required when the total contracted amount first exceeds \$100,000.  Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	<b>Addendum #</b>	<b>Term</b>	<b>Amount</b>	<b>Resolution</b>	
	Original	1/1/2018 - 12/31/2021	\$ 48,596.00	<input type="checkbox"/> None	Res# 2017 RES 324
	A	1/1/2022 - 12/31/2025	\$ 20,912.35	<input type="checkbox"/> None	Res# 2021 RES-290
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
<b>Total Contracted Amount</b>			<b>\$ 69,508.35</b>		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Smith, Sharene	Digitally signed by Smith, Sharene Date: 2022.01.31 12:14:51 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: <u>1/31/22</u>	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, February 1, 2022 11:49 AM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #13276A  
**Attachments:** 13276A.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 2/1/2022 11:56 AM	Approve: 2/1/2022 11:56 AM
	Rogan, Megan	Read: 2/1/2022 11:53 AM	Approve: 2/1/2022 11:53 AM
	Gault, David	Read: 2/1/2022 11:55 AM	Approve: 2/1/2022 11:56 AM
	Lowndes, Daniel	Read: 2/1/2022 12:20 PM	Approve: 2/1/2022 12:19 PM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #13276A  
Department: Land & Water Resources  
Vendor: Triple J Dairy Farm LLC  
Contract Description: Crop Lease at Springfield Hill NRA (Res 290)  
Contract Term: 1/1/22 – 12/31/25  
Contract Amount: \$20,912.35

Thanks!

*Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

APPROVAL OF 2022 CROP LEASES ON COUNTY LAND

Dane County leases land for cropping as an interim management tool.

Following is a 2 year lease, January 1, 2022 – December 31, 2023

**Blooming Grove Drumlins Natural Resource Area**

Section 1 and Section 12 in the Town of Blooming Grove and City of Madison;  
27.6 acres;

- Addendum to Lease with existing tenant to continue cropping this land;
- Rent is \$4,140 per year for 2 years;
- Lessee: Keaton Uphoff

Following are leases for 4 years, January 1, 2022 – December 31, 2025

**Anderson Farm County Park**

Sections 13, 14 and 24, Town of Oregon; 130.9 acres

- Addendum to Lease with existing tenant to continue cropping that includes plans to work with a local urban farm/garden non-profit to convert approximately 25 acres to organic vegetable gardens;
- Rent starts at \$24,478.30 per year that will adjust based on the conversion;
- Lessee: Double Shot Farms

**Halfway Prairie School County Park**

Section 11 and 12, Town of Mazomanie; 36.3 acres

- New Lease with existing tenant that was farming the land when the property was purchased in 2020. Lease requires mowing and maintenance of grass buffers along the northern and southern boundaries of the field;
- Rent is \$5,808.00 per year for 4 years;
- Lessee: Helt Diversified, LLC

**Joyce Baer and George Socha Conservancy**

Section 12 and 13, Town of Medina; 38.2 acres

- New Lease with existing tenant that was previously on a trial permit for this donated property. Lease requires tenant to mow and maintain grasslands which comprise 20.2 acres, and mow and maintain grass buffers along with mowing of a wet area;
- Rent is \$2,070 per year for 4 years;
- Lessee: Randy Krause

**Springfield Hill Natural Resource Area and Ice Age Trail**

Section 25 and 26, Town of Roxbury; 38.2 acres

- Addendum to Lease with existing tenant to continue cropping that includes a 4 year conversion plan to prairie that specifies crop rotations and a mowing schedule. Acreage will decrease and rent shall vary from year to year as fields are converted to prairie and mowing is required;
- Rental schedule per year at \$311.50 per acre:
  - o 2022: \$11,930.45
  - o 2023: \$2,627.30
  - o 2024: \$3,177.30
  - o 2025: \$3,177.30
- Lessee: Triple J Farms, LLC

53 Following is a lease for 6 years, January 1, 2022 – December 31, 2027

54 **Schumacher Farm County Park**

55 Section 4, Town of Westport; 60 acres

- 56 - Addendum to Lease with existing tenant to continue cropping that includes a 6
- 57 year conversion plan to prairie that specifies crop rotations and a mowing
- 58 schedule. Acreage will decrease and rent will vary from year to year as fields
- 59 are converted to prairie and mowing is required;
- 60 - Rental schedule per year at \$260.00 per acre:
  - 61 ○ 2022: \$15,600
  - 62 ○ 2023: \$10,840
  - 63 ○ 2024: \$11,180
  - 64 ○ 2025: \$7,260
  - 65 ○ 2026: \$7,540
  - 66 ○ 2027: \$3,900
- 67 - Lessee: DMK Farms, Inc.

68

69 Revenue from the above described leases is included in the 2022 Budget

70

71 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and  
72 the Dane County Executive and County Clerk are hereby authorized to execute the lease  
73 contracts set forth above;

74

75 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department  
76 Director and the Real Estate Coordinator are authorized to act as the County's  
77 representative in administering the leases.

## FIRST ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and Triple J Dairy Farm, LLC ("LESSEE").

### WITNESSETH

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 39 acres in the Springfield Hill Natural Resource Area and Ice Age Trail in the Town of Roxbury, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2021, and LESSOR and LESSEE wish to extend the lease for a period of four (4) years;

THEREFORE, in consideration of the mutual covenants set forth hereafter and in the lease, the receipt and sufficiency of which are hereby acknowledged by each party for itself, LESSOR and LESSEE do agree to the following addendum to the lease:

1. Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of four (4) years, commencing the first day of January 2022 and ending on the 31<sup>st</sup> day of December 2025.
2. LESSEE shall follow the crop rotation and mowing schedule according to the following Field Conversion Table and attached Crop Lease Map:

38.3 acres	2022	2023	2024	2025
Field 1a (6.6 ac)	any crop	any crop	any crop	soybeans
Field 1b (3.6 ac)	any crop	any crop	any crop	soybeans
Field 2 (5.0 ac)	soybeans	prairie/mow	prairie	prairie
Field 4 (23.1 ac)	soybeans	prairie/mow	prairie	prairie

3. LESSEE shall mow at least twice annually, on or around July 1 and August 1 as per the Field Conversion Table. Mowing shall be deducted from rent at an amount of \$50 per hour at a rate of 5 acres per hour per the Rental Payment Table.
4. Section 7 of the lease is amended in part as follows:

**RENTAL PAYMENTS.** ...LESSEE agrees to pay rent in the amount of \$311.50 per acre per year according to the following Rental Payment Table:

38.3 acres	2022	2023	2024	2025
Field 1a (6.6 ac)	\$2,055.90	\$2,055.90	\$2,055.90	\$2,055.90
Field 1b (3.6 ac)	\$1,121.40	\$1,121.40	\$1,121.40	\$1,121.40
Field 2 (5.0 ac)	\$1,557.50	(\$100)	\$0	\$0
Field 4 (23.1 ac)	\$7,195.65	(\$450)	\$0	\$0
<b>Total rent due</b>	<b>\$11,930.45</b>	<b>\$2,627.30</b>	<b>\$3,177.30</b>	<b>\$3,177.30</b>


Payments in equal installments of the annual rent due are due and payable on the first day of March and the first day of June, commencing March 1, 2022 and continuing for the duration of the lease.

All other remaining terms and obligations of the original lease shall remain in full force and effect.

IN WITNESS THEREOF LESSOR, by its authorized agent, and LESSEE have set their hands and seals as of the day and date by which both parties have caused this addendum to lease to be executed.

Dated this 30 day of December, 2021.

**LESSEE**

  
\_\_\_\_\_  
Josh Ballweg  
Triple J. Farm LLC

**LESSOR**

BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE



Crop Lease Map  
Triple J Dairy Farm LLC  
Ice Age Trail / Springfield Hill NRA, Town of Roxbury



Field Boundary

0 500 Feet



# Dane County Contract Addendum Cover Sheet

Res 290

Revised 06/2021

<b>Contract #</b> Admin will assign	13274A
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<b>Dept./Division</b>	LWRD / Admin	<b>Vendor Name</b>	DMK Farms LLC
<b>Brief Addendum Title/Description</b>	Lease Addendum to DMK Farms LLC to continue its crop lease at Schumacher Farm County Park for 6 years through prairie conversion.	<b>Vendor MUNIS #</b>	25248
		<b>Addendum Term</b>	1/1/2022 - 12/31/2027
		<b>Amount (\$)</b>	\$ 56,320.00

Department Contact Information		Vendor Contact Information	
<b>Contact</b>	Sharene Smith	<b>Contact</b>	Don Kaltenberg
<b>Phone #</b>	608-576-4485	<b>Phone #</b>	608-316-5605
<b>Email</b>	smith.sharene@countyofdane.com	<b>Email</b>	donkaltenberg@icloud.com
<b>Purchasing Officer</b>	Megan Rogan		

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	<b>PO Maintenance Needed PO#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
<input type="checkbox"/>	<b>No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.</b>				
<input type="checkbox"/>	<b>New PO / Req. Submitted Req#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
A resolution is required when the total contracted amount first exceeds \$100,000.  Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	<b>Addendum #</b>	<b>Term</b>	<b>Amount</b>	<b>Resolution</b>	
	Original	1/1/2018 - 12/31/2021	\$ 62,400.00	<input type="checkbox"/> None	Res# 2017 RES-324
	A	1/1/2022 - 12/31/2027	\$ 56,320.00	<input type="checkbox"/> None	Res# 2021 RES-290
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
<b>Total Contracted Amount</b>			<b>\$ 118,720.00</b>		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Smith, Sharene	Digitally signed by Smith, Sharene Date: 2022.01.31 12:50:59 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: <u>1/31/22</u>	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, February 1, 2022 11:44 AM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #13274A  
**Attachments:** 13274A.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 2/1/2022 11:56 AM	Approve: 2/1/2022 11:56 AM
	Rogan, Megan	Read: 2/1/2022 11:51 AM	Approve: 2/1/2022 11:52 AM
	Gault, David	Read: 2/1/2022 11:54 AM	Approve: 2/1/2022 11:55 AM
	Lowndes, Daniel		Approve: 2/1/2022 12:21 PM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #13274A  
Department: Land & Water Resources  
Vendor: Donald Kaltenberg/DMK Farms LLC  
Contract Description: Crop Lease at Schumacher Farm County Park (Res 290)  
Contract Term: 1/1/22 – 12/31/27  
Contract Amount: \$56,320.00

Thanks!

*Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

APPROVAL OF 2022 CROP LEASES ON COUNTY LAND

Dane County leases land for cropping as an interim management tool.

Following is a 2 year lease, January 1, 2022 – December 31, 2023

**Blooming Grove Drumlins Natural Resource Area**

Section 1 and Section 12 in the Town of Blooming Grove and City of Madison;  
27.6 acres;

- Addendum to Lease with existing tenant to continue cropping this land;
- Rent is \$4,140 per year for 2 years;
- Lessee: Keaton Uphoff

Following are leases for 4 years, January 1, 2022 – December 31, 2025

**Anderson Farm County Park**

Sections 13, 14 and 24, Town of Oregon; 130.9 acres

- Addendum to Lease with existing tenant to continue cropping that includes plans to work with a local urban farm/garden non-profit to convert approximately 25 acres to organic vegetable gardens;
- Rent starts at \$24,478.30 per year that will adjust based on the conversion;
- Lessee: Double Shot Farms

**Halfway Prairie School County Park**

Section 11 and 12, Town of Mazomanie; 36.3 acres

- New Lease with existing tenant that was farming the land when the property was purchased in 2020. Lease requires mowing and maintenance of grass buffers along the northern and southern boundaries of the field;
- Rent is \$5,808.00 per year for 4 years;
- Lessee: Helt Diversified, LLC

**Joyce Baer and George Socha Conservancy**

Section 12 and 13, Town of Medina; 38.2 acres

- New Lease with existing tenant that was previously on a trial permit for this donated property. Lease requires tenant to mow and maintain grasslands which comprise 20.2 acres, and mow and maintain grass buffers along with mowing of a wet area;
- Rent is \$2,070 per year for 4 years;
- Lessee: Randy Krause

**Springfield Hill Natural Resource Area and Ice Age Trail**

Section 25 and 26, Town of Roxbury; 38.2 acres

- Addendum to Lease with existing tenant to continue cropping that includes a 4 year conversion plan to prairie that specifies crop rotations and a mowing schedule. Acreage will decrease and rent shall vary from year to year as fields are converted to prairie and mowing is required;
- Rental schedule per year at \$311.50 per acre:
  - o 2022: \$11,930.45
  - o 2023: \$2,627.30
  - o 2024: \$3,177.30
  - o 2025: \$3,177.30
- Lessee: Triple J Farms, LLC

53 Following is a lease for 6 years, January 1, 2022 – December 31, 2027

54 **Schumacher Farm County Park**

55 Section 4, Town of Westport; 60 acres

- 56 - Addendum to Lease with existing tenant to continue cropping that includes a 6
- 57 year conversion plan to prairie that specifies crop rotations and a mowing
- 58 schedule. Acreage will decrease and rent will vary from year to year as fields
- 59 are converted to prairie and mowing is required;
- 60 - Rental schedule per year at \$260.00 per acre:
  - 61 ○ 2022: \$15,600
  - 62 ○ 2023: \$10,840
  - 63 ○ 2024: \$11,180
  - 64 ○ 2025: \$7,260
  - 65 ○ 2026: \$7,540
  - 66 ○ 2027: \$3,900
- 67 - Lessee: DMK Farms, Inc.

68

69 Revenue from the above described leases is included in the 2022 Budget

70

71 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and  
72 the Dane County Executive and County Clerk are hereby authorized to execute the lease  
73 contracts set forth above;

74

75 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department  
76 Director and the Real Estate Coordinator are authorized to act as the County's  
77 representative in administering the leases.

**FIRST ADDENDUM TO LEASE**

THIS ADDENDUM TO LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and DMK Farms LLC ("LESSEE").

W I T N E S S E T H

WHEREAS LESSOR and LESSEE have entered into a lease at Schumacher County Park in the Town of Westport, Dane County, Wisconsin, and;

WHEREAS the lease will expire on December 31, 2021, and LESSOR and LESSEE wish to extend the lease for a period of six (6) years;

THEREFORE, in consideration of the above conditions and the mutual covenants set forth hereafter and in the lease, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree to the following addendum to the lease:

1. Section 1 of the lease is amended as follows:

**TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of six (6) years, commencing the first day of January, 2021 and ending on the 31<sup>st</sup> day of December, 2027.

2. LESSEE shall follow the crop rotation and mowing schedule according to the following Field Conversion Table and attached Crop Lease Map:

Field Number	2022	2023	2024	2025	2026	2027
Field 1a (17 ac)	beans	prairie/mow	prairie	prairie	prairie	prairie
Field 1b (14 ac)	any crop	any crop	beans	prairie/mow	prairie	prairie
Field 2 (13 ac)	any crop	any crop	any crop	any crop	beans	prairie/mow
Field 3 (16 ac) No Prairie	any crop	any crop	any crop	any crop	any crop	any crop

3. LESSEE shall mow at least twice annually, on or around July 1 and August 1 as per the Field Conversion Table. Mowing shall be deducted from rent at an amount of \$50 per hour at a rate of 5 acres per hour per the Rental Payment Table.

4. Section 7 of the lease is amended in part as follows:

**RENTAL PAYMENTS.** . . . LESSEE agrees to pay as rent the amount of \$260.00 per acre per year according to the following Rental Payment Table:

	2022	2023	2024	2025	2026	2027
Field 1a (17 ac)	\$4,420	(\$340)	\$0	\$0	\$0	\$0
Field 1b (14 ac)	\$3,640	\$3,640	\$3,640	(\$280)	\$0	\$0
Field 2 (13 ac)	\$3,380	\$3,380	\$3,380	\$3,380	\$3,380	(\$260)
Field 3 (16 ac)	\$4,160	\$4,160	\$4,160	\$4,160	\$4,160	\$4,160
<b>Total rent due</b>	<b>\$15,600</b>	<b>\$10,840</b>	<b>\$11,180</b>	<b>\$7,260</b>	<b>\$7,540</b>	<b>\$3,900</b>

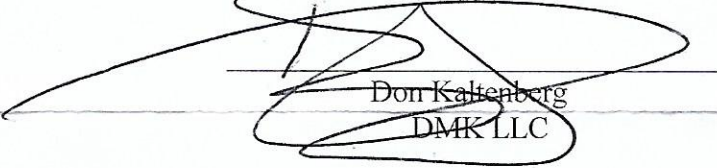
Payments in equal installments of the annual rent due are due and payable on the first day of March and the first day of June, commencing March 1, 2022 and continuing for the duration of the lease.

All other remaining terms and obligation of the original lease shall remain in full force and effect.

IN WITNESS THEREOF LESSOR, by its authorized agent, and LESSEE have set their hands and seals as of the day and date by which both parties have caused this addendum to lease to be executed.

Dated: 11/26, 2021.

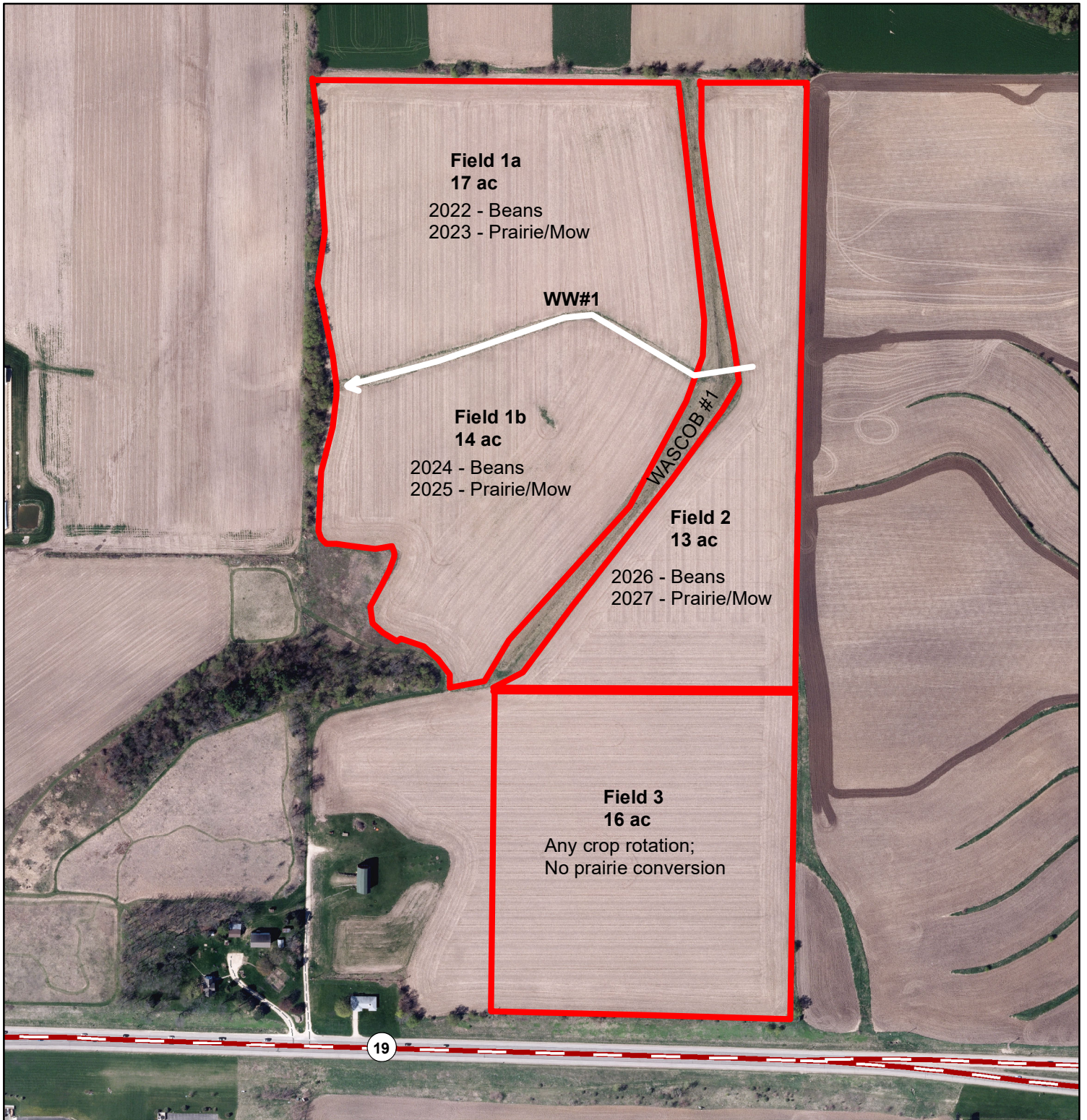
**LESSEE**


  
\_\_\_\_\_  
Don Kaltenberg  
DMK LLC

**LESSOR**

BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

Dane County Crop Lease Map  
DMK Farms LLC, Schumacher County Park



 Field Boundaries

0 500  
Feet



Data Sources:  
Tax Parcels (2020)  
Digital orthophoto from April 2020.

Prepared by Dane County Land & Water Resources Department, October 26, 2021.

Document Path: H:\LandAcquisition\AcquisitionProjects\Westport\Crop Leases-Permits\Kaltenberg-DMK Farms-SchumacherFarm\DMK\_SchumacherCropMap.mxd