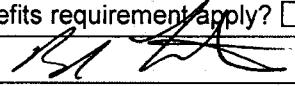


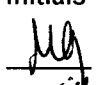
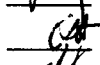
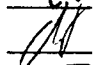
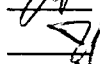
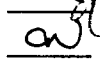
Res 31

significant

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department AIRPORT		Contract/Addendum #: 12786	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract <input type="checkbox"/> Addendum <input type="checkbox"/>	
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If Addendum, please include original contract number	
3. Term of Contract or Addendum: Execution - December 31, 2020		<input type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum: Annual Rent \$39,779.62 (due in semi-annual installments)		<input type="checkbox"/> Grant <input type="checkbox"/>	
5. Purpose: Use of land for agricultural purposes for five growing seasons. (Limited to the cultivation of seed corn and soybean crops)		<input type="checkbox"/> Co Lease <input type="checkbox"/>	
6. Vendor or Funding Source: Renk Seed Company		<input checked="" type="checkbox"/> Co Lessor <input type="checkbox"/>	
7. MUNIS Vendor Code: 18571		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
8. Bid/RFP Number: n/a		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
10. Are funds included in the budget? <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Other <input type="checkbox"/>	
11. Account No. & Amount, Org & Obj. _____ Amount \$ _____			
Account No. & Amount, Org & Obj. _____ Amount \$ _____			
Account No. & Amount, Org & Obj. _____ Amount \$ _____			
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____			
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption 2016 RES-031			
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
15. Director's Approval: 			

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
	Received	<u>5-11-16</u>		Renk Seed	
	Controller		<u>5/17/16</u>	Contact Person Brent J. Renk	
	Corporation Counsel	<u>5-18-16</u>	<u>5/18/16</u>	6809 Wilburn Rd	
	Risk Management	<u>5/17/16</u>	<u>5/17/16</u>	Sun Prairie WI 53590	
	Purchasing	<u>5/20/16</u>	<u>5/20/16</u>	Phone No. (608) 837-7351	
_____	County Executive	_____	_____	E-mail Address	

Footnotes:

-
-

Return to:	Name/Title: RODNEY KNIGHT, AIRPORT COUNSEL	Dept.: AIRPORT / ADMIN.
	Phone: (608) 246-3388	Mail Address: 4000 INTERNATIONAL LN
	E-mail Address: knight@msnairport.com	MADISON WI 53704

Certification

The attached contract: [check as many as apply]

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 5-9-16

Signed: 

Telephone Number (608) 246-3390

Print Name: Bradley S. Livingston, AAE Airport Director

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____

Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 5/20/16

Signature: 

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 5/17/16

Signature: 

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

i2786

LEASE NO. DCRA 2016-02

LESSOR: DANE COUNTY, WISCONSIN

LESSEE: RENK SEED COMPANY

**Dane County Regional Airport
Madison, Wisconsin**

LEASE NO. DCRA 2016-02

THIS LEASE between the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter 'LESSOR'), and Renk Seed Company, a Wisconsin corporation (hereinafter "LESSEE"), shall be effective and binding upon the parties as of the date it is fully executed by both parties.

WITNESSETH

WHEREAS LESSEE desires to enter into a lease with LESSOR for the use of land for agricultural purposes; and

WHEREAS LESSOR is the owner of the Dane County Regional Airport and land associated therewith (hereinafter, collectively, the "Airport") and deems it advantageous to the support, operation and development of the Airport to lease to LESSEE certain parcels of said land for agricultural use as hereinafter set forth,

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the sufficiency of which is acknowledged by each party, LESSEE and LESSOR agree as follows:

1. **TERM.** The term of this Lease shall be five years, commencing on January 1, 2016 and ending on December 31, 2020. Either party may terminate this Lease, effective as of the last day of the calendar year in which notice of termination is given, provided such notice is given to the other party in writing no less than 60 days prior to the effective date of termination

2. **PREMISES.** LESSOR, for and in consideration of rents to be paid by LESSEE and the conditions, reservations, and stipulations set forth below, does hereby lease to LESSEE certain land located in Dane County, Wisconsin (hereinafter the "Leased Premises") and identified as "Cropland" in the aerial photographs attached hereto as Exhibits A, B, C, and D. The Cropland identified on each exhibit attached to this Lease is deemed to have the following acreage usable for the purposes authorized under this Lease:

EXHIBIT	ACRES
A	34.31
B	38.35
C	50.85
D	80.30

3. **RENT.** As rent for the Leased Premises, consisting of 203.81 acres of land, LESSEE shall pay to LESSOR annual rent of \$195.18 per acre, payable in semi-annual installments of \$19,889.82 due by June 30 and December 31 in each year of the term of this Lease. LESSEE is permitted to deduct from the rent payable in December the cost of chisel plowing as required under section 5 herein, and the cost of spring soil finishing necessitated by such chisel plowing. LESSEE shall provide LESSOR with a written itemization of any deductions taken under the preceding sentence at the time a payment

subject to setoff is made. Payment of rent shall be by check made payable to the County of Dane, Wisconsin, and shall be delivered to the Office of the Airport Director, 4000 International Lane, Madison, Wisconsin, 53704, such that it is received by the close of business on the date due. Overdue rent payments shall incur interest at the rate of one and one-half percent per month from the due date until paid in full.

4. **USE OF THE LEASED PREMISES.** The Leased Premises shall be used exclusively for the cultivation of corn or soybean crops, unless otherwise approved in writing by LESSOR. LESSEE shall not erect, construct or place a structure of any kind on the Leased Premises, or permit a structure to be erected, constructed or placed on the Leased Premises, without the express written approval of LESSOR. LESSEE's use of the Leased Premises shall comply with all applicable Federal, State and local laws, rules and regulations, including those addressing the use of land in proximity to airports. Mineral rights associated with the Leased Premises are expressly not conveyed by this Lease and all such rights are retained by LESSOR.

5. **SOIL CONSERVATION AND PLOWING.** LESSEE shall develop and apply a soil conservation plan with emphasis on minimizing nutrient runoff and soil erosion. Any portion of the Leased Premises that is or becomes subject to serious erosion is not to be cultivated. Within 36 hours after harvesting the corn crop on any parcel leased hereunder, LESSEE shall chisel plow the area where the corn was harvested to minimize hazardous wildlife attractants. The cost of the chisel plowing required under the preceding sentence and spring soil finishing necessitated by such chisel plowing may be applied as a rent setoff pursuant to section 3 herein. LESSEE is not required to chisel plow a parcel after the harvesting of soybeans thereon, and the cost of chisel plowing or soil finishing on a parcel after harvesting the soybeans planted thereon is not an allowable rent setoff. The cultivation of corn and soybean crops as authorized under the terms of this Lease shall not be considered to be an attractant to wildlife that may be hazardous to the operations of the Airport or its users.

6. **MAINTENANCE OF EXISTING CONDITIONS.** LESSEE shall not remove, modify or alter any wetlands, watercourses, tile drains, tile outlets, grass waterways, terraces or standing timber on the Leased Premises without the prior written approval of LESSOR.

7. **WEED CONTROL.** LESSEE shall cut, spray or otherwise effectively control weeds on the Leased Premises, including along adjacent roadways.

8. **CONDITION OF PREMISES.** LESSEE has inspected the Leased Premises for size, soil conditions and other factors pertinent to LESSEE's intended agricultural use of the land and accepts the Leased Premises in its condition as of the effective date of this Lease. LESSOR shall have no liability for any condition not directly resulting from LESSOR's act or omission that might affect the suitability of the Leased Premises for LESSEE's intended use.

9. **INDEMNIFICATION.** LESSEE shall protect, defend and hold LESSOR and its officers and employees harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees) of any nature whatsoever arising out of or incident to this Lease or the use or occupancy of the

Leased Premises by LESSEE or LESSEE's agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused by the act or omission of LESSOR. The provisions of this section shall survive the expiration or early termination of this Agreement.

10. **INSURANCE.** LESSEE shall at all times during the term of this Lease keep in full force and effect comprehensive general liability insurance issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin Office of the Commissioner of Insurance, with liability coverage provided for therein in the amount of at least one million dollars, combined single limits. Coverage afforded shall apply as primary. LESSOR shall be given ten days advance notice of cancellation or nonrenewal of all policies required hereunder. Upon execution of this Lease, LESSEE shall furnish LESSOR with a certificate of insurance listing LESSOR, its officers and employees as additional insured and, upon request, certified copies of the required insurance policies. The Certificate of Insurance shall state whether coverage is on a claims made or occurrence basis. If LESSEE's insurance is underwritten on a claims made basis, the retroactive date shall be no later than the effective date of this Lease, and the policy shall provide for an extended reporting period of two years following the expiration or earlier termination of this Lease. LESSEE shall furnish LESSOR, annually on the renewal date of each policy obtained hereunder, a Certificate of Insurance as evidence of coverage.

11. **NONDISCRIMINATION.** LESSEE shall not discriminate in the use of the Leased Premises against any person on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, or participation or membership in the national guard or any reserve component of federal or state military forces. Use of the Leased Premises shall be in compliance with all requirements imposed by Title 49 Code of Federal Regulations Part 21, as said regulations may be amended from time to time, and with all applicable federal, state and local laws and regulations addressing accessibility for the physically disabled, including the Americans with Disabilities Act. The exceptions and special cases relating to discrimination enumerated in sections 111.33 through 111.365 of the Wisconsin Statutes shall be applicable to the provisions of this section.

12. **SUBORDINATION OF LEASE.** This Lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States or State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure or receipt of federal or state funds for the development of the Airport. Should the effect of such agreement with the United States or State of Wisconsin be to take any of the Leased Premises or substantially destroy the value of the Leased Premises as agricultural land, LESSEE may terminate this Lease. In the event the Lease is terminated under this section, LESSOR shall pay to LESSEE any rent that was prepaid for any portion of the term of this Lease remaining upon termination.

13. **UTILITY INSTALLATION.** LESSOR shall have the right, without cost to LESSEE, to install and maintain in, on or across the Leased Premises, sewer, water, gas, electric, and telephone lines or other installations or equipment necessary or convenient to the operation of the Airport and the Truax Air Park, or for service required

by other tenants of LESSOR. LESSOR shall carry out such work and locate any structure or installations in a manner so as not to interfere unreasonably with LESSEE's use of the Leased Premises

14. **AERONAUTICAL PROTECTION.** LESSOR reserves for the use and benefit of the public the right to pursue all operations of the Airport, including the right of aircraft to fly in the airspace overlying the Leased Premises, together with the right of aircraft to cause such noise and vibration as may be inherent in the operation of aircraft on or in the vicinity of the Airport. LESSEE shall not use or permit the use of the Leased Premises in any manner that interferes with communications between the Airport and aircraft, makes it difficult for flyers to distinguish between Airport lights and others, impairs visibility in the vicinity of the Airport, or in any other manner interferes with the landing, taking-off or maneuvering of aircraft at or near the Airport. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to remove, or prevent LESSEE from placing, erecting, or permitting to be placed or erected, any improvement, structure, device or equipment on the Leased Premises which LESSOR determines would limit the usefulness or safety of the Airport, or constitute a hazard to aviation or violation of FAA directive or regulation. LESSEE shall not cultivate any crop or engage in any other use of the Leased Premises that may attract wildlife that may be hazardous to the Airport and its users. LESSEE expressly agrees that the determination that a particular crop or use of the Leased Premises is an attractant to such hazardous wildlife or otherwise detrimental to Airport operations shall be left to the sole discretion of the LESSOR or other authorized governmental entity. Upon written notice by LESSOR that a use or crop located on the Leased Premises has been determined to be detrimental to Airport operations, or to be an attractant of wildlife that may be hazardous to the Airport or its users, LESSEE shall immediately remove such crop from the Leased Premises or cease such use of the Leased Premises. LESSOR reserves the right to at any time enter upon the Leased Premises to remove any object or terminate any use that it determines to be hazardous to the Airport or its users.

15. **ASSIGNMENT AND SUBLEASING.** Assignment of this Lease or subleasing of the Leased Premises by LESSEE shall be subject to prior written approval of LESSOR.

16. **INSPECTION OF PREMISES.** LESSOR shall have the right to enter upon the Leased Premises at any time when necessary for the conduct of Airport related activities.

17. **TERMINATION UPON DEFAULT BY LESSEE.** This Lease shall be subject to immediate termination by LESSOR in the event LESSEE shall:

- (a) Be in arrears in the payment of the whole or any part of the rent agreed upon hereunder for a period of ten days or more,
- (b) File a voluntary petition in bankruptcy or make any general assignment for the benefit of creditors
- (c) Abandon the Leased Premises, except in connection with its surrender to an approved assignee, subLESSEE or other party succeeding to LESSEE's interest hereunder, as approved by LESSOR, or
- (d) Default in performance of any of the covenants and conditions herein

Upon termination of the Lease under this section 17, LESSOR may take immediate possession of the Leased Premises and remove LESSEE's property therefrom without liability for damages. Any rent remaining unpaid hereunder shall become due on the date this Lease is terminated.

18. **TERMINATION UPON GOVERNMENT ASSUMPTION.** LESSEE may terminate this Lease upon the assumption by the United States, the State of Wisconsin, or other governmental entity of the operation, control or use of the Airport, or parts thereof, in such manner as to substantially restrict LESSEE from use of the Leased Premises. In the event this Lease is terminated under this section, LESSEE shall have no right of recovery against LESSOR.

19. **ACREAGE MODIFICATION.** LESSOR may modify the size and configuration of the Leased Premises, effective as of the last day of the calendar year in which notice of any such adjustment is given, provided said notice is provided to LESSEE in writing no less than 90 days prior to said effective date. Upon the effective date of the modification, rent charged hereunder shall be adjusted using the per acre rate set forth in section 3 above.

20. **NOTICES.** If at any time it shall become necessary or desirable for a party hereto to serve any communication upon the other party, the communication shall be in writing and shall be served personally or by certified mail addressed to the addresses set forth below.

To LESSEE:
Brett J Renk
Renk Seed Company
6809 Wilburn Road
Sun Prairie, Wisconsin 53590

To LESSOR:
Airport Director
Dane County Regional Airport
4000 International Lane
Madison, Wisconsin, 53704.

21. **INVALID PROVISIONS.** In the event any provision of this Lease is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other provision herein.

22. **ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

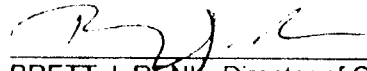
23. **COUNTERPARTS AND COPIES.** The parties may evidence their agreement to be bound by the terms herein by executing one or more counterparts of this Lease, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this document shall have the same effect for all purposes as an original.

24. **LESSOR'S REPRESENTATIVE.** LESSOR's Airport Director is hereby designated as its official representative, with full power to represent LESSOR in dealings with LESSEE in connection with this Lease and the exercise of rights granted hereunder.

IN WITNESS WHEREOF and with the intent to be bound hereby, LESSOR and LESSEE execute this Lease on the dates indicated below.

FOR RENK SEED COMPANY:

Date Signed. 4/14/16



BRETT J. RENK, Director of Operations

FOR DANE COUNTY:

Date Signed. _____

JOE PARISI, County Executive

Date Signed _____

SCOTT MCDONELL, County Clerk

Exhibit A

Owner: Dane County Airport

Township(s): Burke

Completed by: S Ottelien

Sections(s): 16

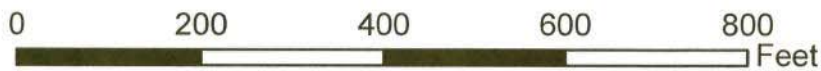
Phone: (608) 224-3730

Tract(s): 11714

Date: 3-30-2016



42



Dane County Land & Water Resources Department
USDA Natural Resources Conservation Service
Digital orthophoto taken 2015.

Exhibit B

Owner: Dane County

Township(s): Burke
Sections(s): 19
Tract(s): 1220

Completed by: S Ottelien
Phone: (608) 224-3730
Date: 3-30-2016



0 300 600 900 1,200 Feet

Dane County Land & Water Resources Department
USDA Natural Resources Conservation Service
Digital orthophoto taken 2015.

Exhibit C

Owner: Dane County

Township(s): Burke
Sections(s): 17
Tract(s): 1215

Completed by: S Ottelien
Phone: (608) 224-3730
Date: 3-30-2016



Dane County Land & Water Resources Department
USDA Natural Resources Conservation Service
Digital orthophoto taken 2015.

Exhibit D

Owner: Dane County Airport

Township(s): Burke

Sections(s): 28

Tract(s): 13345

Completed by: S Ottelien

Phone: (608) 224-3730

Date: 4-5-2016



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