

Res 387

Dane County Contract Cover Sheet

Dept./Division	LWRD / Parks
Vendor Name	Doug Brown
Vendor MUNIS #	26312
Brief Contract Title/Description	This is a 5 year crop lease for approximately 42 acres at Sugar River Wildlife Area in the Town of Montrose.
Contract Term	1/1/2020 - 12/31/2024
Total Contract Amount	\$ 31,500

Contract # <small>Admin will assign</small>	13852
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$


Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	387	
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2019	

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11/26/19		
al	Controller		11/26/19	
MP	Purchasing	12/2/19	12/2/19	
	Corporation Counsel	11/27/19	12/2/19	
	Risk Management	11/27/19	11/27/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Doug Brown
Phone #	608-224-3761	Phone #	608-225-4324
Email	smith.sharene@countyofdane.com	Email	
Address	5201 Fen Oak Dr., 208 Madison, WI 53718	Address	6868 County Highway A Belleville, WI 53508

Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		11/25/15
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

APPROVE CROP LEASE RENEWALS ON COUNTY LAND

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

Following is a lease for 2 years, January 1, 2020 – December 31, 2021

Blooming Grove Drumlin Natural Resource Area

Sections 1 and 12, Town of Blooming Grove and City of Madison; 27.6 acres

- Lease with existing tenant;
- \$4,140 per year for 2 years;
- Lessee: Keaton Uphoff

Following is a lease for 3 years, January 1, 2020 - December 31, 2022

Cherokee Marsh Natural Resource Area

Section 14, Town of Westport; 19 acres

- Lease with a member of Windover Farms, the current tenant;
- Lease is grass only with a maximum of three cuttings per year;
- \$1,235 per year for 3 years;
- Lessee: Jay Williamson

Following is a lease for 5 years, January 1, 2020 - December 31, 2024

Sugar River Wildlife Area

Sections 11 and 14, Town of Montrose; 42 acres

- Lease with existing tenant with added mowing and buffer maintenance responsibilities, hay requirements on certain fields and use of buildings.
- \$6,300 per year for 5 years
- Lessee: Doug Brown

Revenue from the above leases is included in the 2020 Budget.

Now, Therefore, Be It Resolved that the Dane County Board of Supervisors and the Dane County Executive and County Clerk be authorized to execute the lease contracts set forth above.

Be It Finally Resolved that the Land & Water Resources Department Director and/or Real Estate Coordinator be authorized to act as the County's 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 Doug Brown ("LESSEE").

WITNESSETH

WHEREAS LESSOR is the owner of certain real property known as the Sugar River Wildlife Area Basco Unit partially described as follows:

Part of the W/2 of the SW1/4 of Section 11 and part of the NW1/4 of Section 14, T5N, R8E, Town of Montrose, Dane County, Wisconsin, totaling approximately 101 acre, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately forty-two (42) acres of the above-described land (said 42 acres hereinafter referred to as "the Premises") and which are more particularly shown on the attached Conservation Plan Map;

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 five (5) years, commencing as of the first day of January, 2020 and ending on the 31st day of December, 2024. 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, native vegetation establishment, and wildlife species habitat.

Section 4. LESSEE OBLIGATIONS. Throughout the term of this lease, LESSEE shall crop, operate, and maintain the premises according to the Conservation Plan developed by the Dane County Land & Water Resources Department (LWRD) and no-till standards in NRCS Technical Standard 329.

LESSEE shall continue mowing around buildings and mowing buffers and perform other stabilization and maintenance measures as stated in the attached Addendum A.

LESSEE shall plant and keep Field 3 and Field 4 in hay.

LESSEE shall collect soil samples in accordance with UW A21000 recommendations and submit results to (LWRD) within the first year of this lease contract, but no later than June 1, 2020.

LESSEE shall also submit to LWRD by June 1, 2020 a nutrient management plan developed according to the USDA Natural Resource Conservation Service standards and specifications. LESSEE shall confer with LWRD on land management issues or changes in land practices.

Continuous no till with 60% residue from previous crop year is required unless an acceptable alternative is approved in writing by LWRD.

No phosphorus may be applied except as approved in the Nutrient Management Plan.

Manure may only be applied by a low-disturbance vertical manure injection system, and then only if approved in the Nutrient Management Plan. Spreading manure on snow covered or frozen ground is strictly prohibited.

Crop rotation is to be determined by the Conservation Plan.

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.

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 be trimmed between October 1 and March 31.

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.

LESSEE shall not encroach onto adjacent LESSOR or private property.

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 \$150.00 per acre per year, for a total of \$6,300.00 annually. Payments, in equal installments of \$3,150.00 are due and payable on the first day of March and the first day of June commencing March 1, 2020 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to 5201 Fen Oak Drive, 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. LESSEE agrees that LESSOR may reduce the number of acres under the lease with notice to LESSEE.

Acres 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 Lease, 5201 Fen Oak Drive, Madison, WI 53718. Notices to LESSEE shall be sent to Doug Brown, 6868 County Highway A, Belleville, WI 53508.

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 the soil conservation plan for the premises and to follow those practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, grass waterways and terraces 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 Real Estate Coordinator, 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 ____ day of _____, 2019

LESSEE

BY: Doug Brown
Doug Brown

LESSOR

BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

BY: _____
Scott McDonnell
COUNTY CLERK

Addendum A to Lease
(Sugar River Wildlife Area Basco Unit)

BUILDINGS:

1. LESSEE shall have exclusive use of buildings identified on the attached aerial photo, including two metal pole sheds ~~and the dairy barn~~ for the term of the Lease. The buildings may be used for equipment and agricultural crops such as hay. LESSOR maintains the right to inspect the buildings and their contents at any time. It should be noted that any of the buildings not being utilized or maintained may be removed by the county at any time.
 - a. The small lean-to metal shed shall be removed and relocated off-site by the LESSEE by September 30, 2020.
2. LESSEE may update and modify said buildings at its expense with prior County approval.
3. LESSEE is responsible for any and all damage to the buildings and shall repair to LESSOR's satisfaction.
4. LESSEE shall maintain both the exterior and interior of the buildings in an attractive state.
 - a. Refrain from storing or allowing the storage of personal equipment outside of the buildings.

MOWING:

1. Mow grass around the buildings, parking lot, sign and on both sides of the gravel drive at least every 21 days during the growing season.
2. Mow grass around orchard trees and former building sites (house and garage) once in June and once in September. LESSEE may trim trees as needed for equipment purposes.
3. Mow and maintain 10-15 foot wide grass access land between Fields 3 & 4 for maintenance and public access to south grassland/stream area
4. Mow and maintain 66 foot wide grass buffer in Field 1.
5. Mow and maintain southern CREP fields as weather permits.

LAND MANAGEMENT:

LESSEE may cut approved fallow and pasture lands and utilize cut materials. Consideration shall be given towards improving wildlife habitat, thus cutting shall not take place until after July 31st to avoid the bird nesting season.

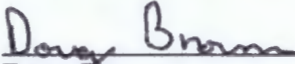
PROHIBITIONS:

LESSEE shall not:

- 1) Store chemicals, including herbicides, pesticides, cleaners, fertilizer, fuel or other combustible materials with out specific permission of the county.
- 2) Perform equipment repair inside the sheds.
- 3) Remove any buildings or structures not identified or approved by the Parks Director.
- 4) Access the site beyond the public's access point for personal recreation use of the county lands.

LESSOR will work with LESSEE regarding the development of a parking lot and public access to the property.

LESSEE:



Doug Brown

LESSOR:

Joseph T. Parisi, County Executive

Scott McDonell, County Clerk

Aerial Photo of buildings

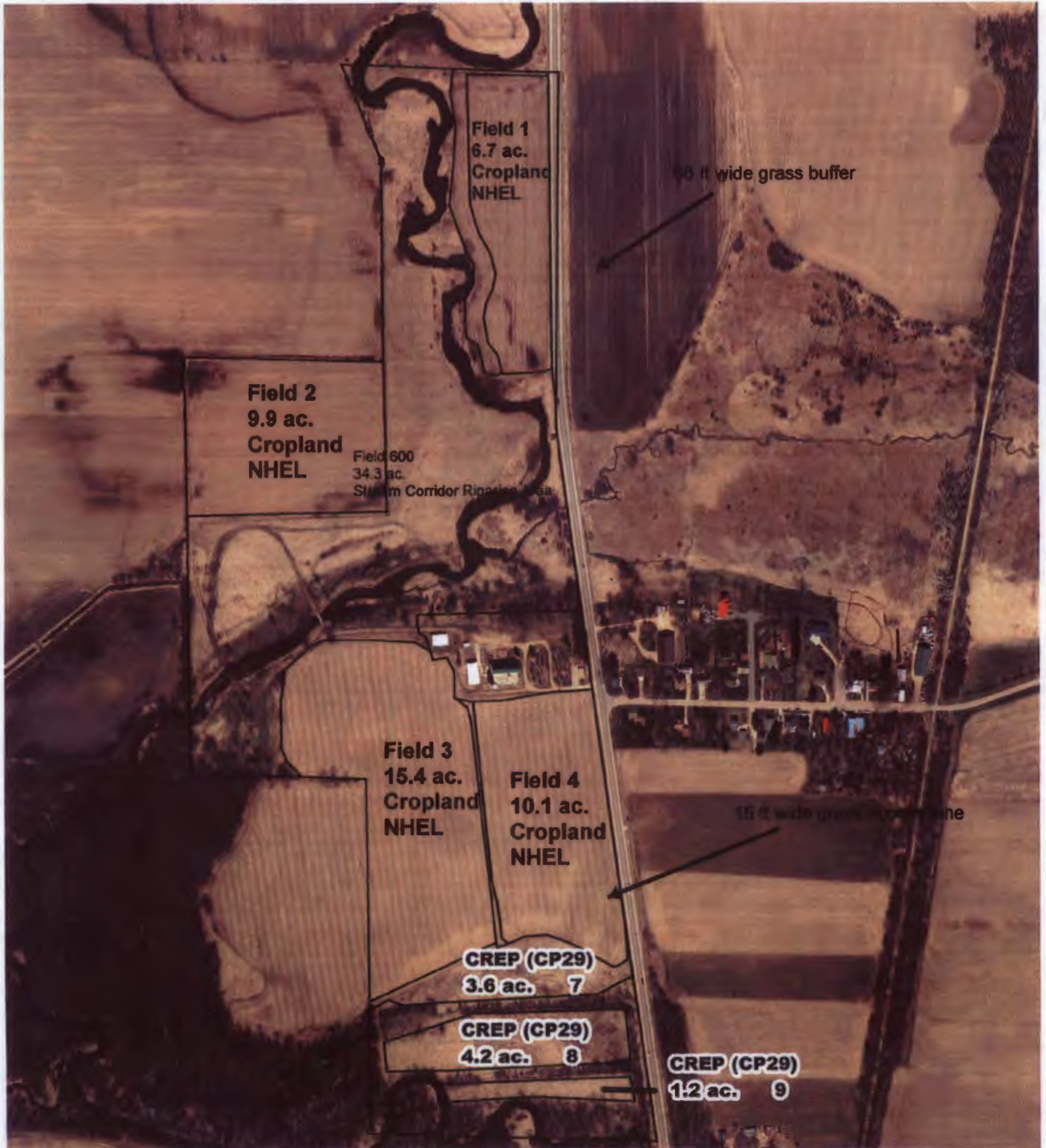


Conservation Plan Map

Owner: Dane County
Sugar River Wildlife
Area Basco Unit
Operator: Doug Brown

Township(s): Montrose
Sections(s): 14 & 15
Tract(s): 8506

Completed by: Lambert
Phone: (608) 224-3730
Date: 7-17-17



0

500