

Dane County Contract Cover Sheet

Dept./Division	LWRD / Administration
Vendor Name	Friends of Silverwood Park, Inc.
Vendor MUNIS #	24920
Brief Contract Title/Description	This is a 10 year lease to the Friends of Silverwood Park, Inc. for the 217.9 acres of agricultural land at Silverwood County Park.
Contract Term	10 years 1-1-20 to 12-31-29
Total Contract Amount	\$ 0

Contract # <small>Admin will assign</small>	13909
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	\$

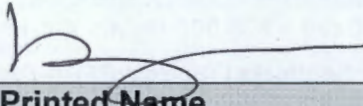
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	390	
	<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
MS	Received by DOA	1-17-20		
SC	Controller		1/21/20	
PCP	Purchasing	1/22/20	1/22/20	
JS	Corporation Counsel	1/21/2020	1/21/2020	
AL	Risk Management	1/22/2020	1/22/2020	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	John Steines
Phone #	608-224-3761	Phone #	
Email	smith.sharene@countyofdane.com	Email	jsteines@gmail.com
Address	5201 Fen Oak Dr., Madison, WI 53718	Address	PO Box 304, Edgerton, WI 53534

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
		7/28/20
	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 AGRICULTURAL LEASE AT SILVERWOOD COUNTY PARK

Silverwood County Park, located in the Town of Albion in southeastern Dane County, was donated by Irene Silverwood in 2002 to be used for recreation, conservation, research, education and agricultural purposes. Approximately 217.9 acres of the nearly 300 acre park is agricultural land offering opportunities for education, research and demonstration.

Using the Park Master Plan as their guide, the Friends of Silverwood Park (FOSP) have worked with Dane County Parks (Parks) to convert the lands to organic agriculture. The FOSP currently have a user base of local farmers and partners such as the Savannah Institute to implement organic farming, alley cropping and agroforestry projects at the park. Parks recommends granting a ten year lease to FOSP to formalize their use of approximately 217.9 acres of agricultural lands at the Park. The lease will allow the FOSP to continue to expand on agricultural initiatives, education and demonstration purposes at no charge. In lieu of rent, the FOSP will be required to submit an annual report detailing accomplishments, educational outreach and interpretive programming, revenues and expenditures, and planning to Parks.

NOW THEREFORE BE IT RESOLVED that the Dane County Board of Supervisors approve the above described Lease and the Dane County Executive and County Clerk be authorized to execute the Lease contract with FOSP;

BE IT FINALLY RESOLVED that the Land & Water Resources Director, Dane County Parks Director and Real Estate Coordinator be authorized to act as the County's representative in administering the lease.

L E A S E

THIS LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "Lessor") and the Friends of Silverwood Park, Inc. ("Lessee").

W I T N E S S E T H

WHEREAS, in 2002 Irene Silverwood donated park land to Lessor with the stipulation that the Lessor maintain her land as a farm, and as a public park with an educational focus;

WHEREAS, Lessor's Master Plan for Silverwood Park, developed in 2016, confirms Irene Silverwood's stipulation "...by encouraging the presence of partner organizations that can create and support agricultural education at the Park. As time and resources allow, Dane County Parks will work cooperatively with the Friends of Silverwood County Park, as well as with other organizations that are working with the Friends, to support agricultural education and related activities."

WHEREAS, Lessee, established in 2013, has developed a mission and vision statements for Silverwood Park that reflect a stewardship approach to the natural assets in the park (soil, water, vegetation, animals & insects) and an innovative, forward-looking approach to park programming with specific emphasis on education:

Silverwood Park educates the public on the broad and diverse aspects of Wisconsin agriculture – past, present and future. The park celebrates the rich cultural history of agriculture in Dane County as well as demonstrating innovative agricultural practices and land stewardship that sustains the land for future generations.

Vision statements:

1. *Provide educational facilities, job training, and resources for the public, farmers, and youth to learn how food, fuel and fiber are grown processed and distributed.*
2. *Provide access to a demonstration farm which offer opportunities for agriculture research to grow crops that have cultural, historical and economic significance.*
3. *Support the production of food, fuel and fiber to demonstrate environmental health, economic profitability, and social and economic equity.*

WHEREAS, Lessee desires to enter into a Lease Agreement with the Lessor in order to work collaboratively to develop and maintain Silverwood Park as a public facility to provide opportunities for public recreation and for educational programs that include focus on sustainable and regenerative agriculture (including organics, agroforestry, permaculture, native plant restoration, silvopasture and other components), and integration of those programs with opportunities to promote recreation, art, and public health goals as supported in the 2018-2023 Dane County Parks and Open Space Plan.

WHEREAS Lessor is the owner of certain real property known as Silverwood County Park partially described as follows:

Part of the south ½ of the SW ¼ and that part of the NE ¼ of the SW ¼ of Section 13, and the north ½ of the NE ¼ between Silver Lane and Bingham Road all in T05N, R12E, Town of Albion, Dane County located at 771 Silver Lane, Albion, WI.

WHEREAS Lessee desires to lease from Lessor for the uses hereinafter set forth approximately 217.9 acres of the above-described land (said acres hereinafter referred to as "the Premises") and which are more particularly shown on the attached Map (Attachment 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 ten (10) years, commencing as of the first day of January, 2020 and ending on the 31st day of December, 2029. 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 (including vegetable and fruit gardening), hay land, native vegetation establishment, and wildlife species habitat.

Section 4. LESSEE OBLIGATIONS. Throughout the term of this lease, Lessee shall plant and maintain cover crops to the fullest extent possible.

Lessee shall notify the Lessor of any resource concerns which may include but is not limited to erosion, ponding, soil quality degradation, and Lessee shall be responsible to address and resolve such concerns in a timely manner.

No phosphorus may be applied unless soil samples indicate a phosphorus deficiency.

Crop rotation is to be determined by the plan as required in Section 7.

Lessee shall cut, spray or otherwise control Canada thistles and other weeds 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 promptly address any erosion.

Lessee shall not allow garbage, brush or other undesirable materials to accumulate on the premises.

Lessee shall mow and maintain any existing trails, trail buffers and grass overflow parking areas at least once each year after August 1. Grass cuttings may be harvested and baled by Lessee. Any existing trails or buffer areas shall be maintained and shall not be planted over.

Lessee shall provide a safe environment with proper oversight for activities occurring within the premises.

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 \$0 per acre per year, for a total of \$0 annually. In lieu of a rental payment, the Lessee shall submit an annual report to Lessor by February 1st of the following year that details the following:

- Crop rotation and plantings
- Accomplishments
- Programming
- Itemized budget of revenues and expenditures related to Premises
- Other relevant information, including any issues or concerns.
- Plans/Projects for upcoming year

This annual report may be combined with other reports required on lands leased by Lessee.

Lessor shall work with Lessee to review and approve any proposed plans/projects included in the annual report for each year in a timely manner. Any projects proposed after the annual report has been submitted shall require a minimum 45 day review period. If plans/projects are within the scope of the Master Plan, Lessor's approval shall not be unreasonably withheld. If the proposals are determined to be outside the scope of the Master Plan, Lessor shall evaluate if the proposal is appropriate and may take necessary actions to submit the proposal for approval which may include but is not limited to public meetings and Park Commission reviews. Proposal approval shall be determined by outcome of said actions.

All revenues associated with the Premises must be accounted for and spent at Silverwood County Park. Failure to submit annual report and budget by February 1st of each year may be grounds for termination of the lease (the first report will be due February 1, 2020).

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 upon 30 days' written notice to Lessee. Acreage adjustments may be made upon mutual written 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 Friends of Silverwood Park, Inc, Attn: President, PO Box 304, Edgerton, WI 53534.

Section 10. SUBLET, ASSIGNMENT, RENEWAL. There shall be no sublet, assignment or automatic renewal of this lease unless acknowledged by both Parties in writing, except that Lessee may sublease to farmers or entities with the purpose of maintaining the Premises in organic production and implementation of alley row cropping and agricultural programming. Lessee may allow non-profit organizations, school districts and local units of government to garden within the premises and shall take responsibility for their actions. Lessee may not charge fees or rent except to cover reasonable costs of operations.

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. Lessee shall preserve established water courses, tile drains, tile outlets, grass waterways and terraces and shall refrain from any operation that will injure them. Lessor does not make any guarantees regarding the availability of water to the premises.

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, Deputy 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 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.

END OF CONDITIONS.

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

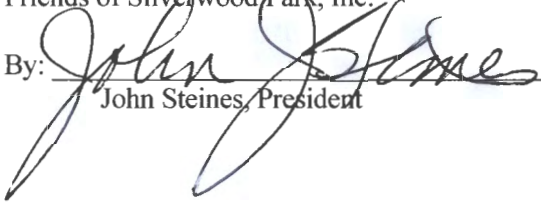
Dated this ____ day of _____, 2019

LESSOR:
County of Dane

By: _____
Joseph T. Parisi, County Executive

By: _____
Scott McDonell, County Clerk

LESSEE:
Friends of Silverwood Park, Inc.

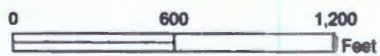
By:  _____
John Steines, President

Attachment A - Agricultural Lease - Conservation Plan Map

Owner: Dane County
Silverwood County Park
Operator: Friends of Silverwood Park

Township(s): Albion
Sections(s): 13, 24
Tract(s): 9559

Completed by: Lambert
Phone: (608) 224-3730
Date: 10-26-17



Dane County Land & Water Resources Department
USDA Natural Resources Conservation Service
Digital orthophoto taken 2018.