

Res 248

Dane County Contract Cover Sheet

Dept./Division	Airport/Administration,
Vendor Name	Uphoff Company, Inc.
Vendor MUNIS #	26621
Brief Contract Title/Description	Land lease for the cultivation of an 80 acre agricultural parcel adjacent to the Dane County Regional Airport.
Contract Term	01/01/2020 - 12/31/2024
Total Contract Amount	\$ 10,500.00/ANNUALLY

Contract # <small>Admin will assign</small>	13809
Addendum	<input type="checkbox"/> Yes <input checked="" 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 # 248
	<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	9/30/19		
CA	Controller		9/30/19	
CC	Purchasing	10/2/2019	10/2/2019	
	Corporation Counsel	10/1/19	10/1/19	
	Risk Management	10/2/19	10/2/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Rodney Knight, Airport Counsel	Name	Kendal Uphoff
Phone #	(608) 246-3338	Phone #	
Email	knight@msnairport.com	Email	
Address	4000 International Lane Madison, WI 53704	Address	4142 Ridge Road Deerfield WI 53531-9775

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	<i>Kimberly Jones</i>	9/24/19
	Printed Name	
	Kimberly Jones, Airport Director	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

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RES 2019-248

**AUTHORIZING EXECUTION OF A LEASE OF AGRICULTURAL LAND
AT THE DANE COUNTY REGIONAL AIRPORT**

The Dane County Regional Airport has negotiated a lease with Uphoff Company, Inc. involving an 80 acre parcel of agricultural land to the east of the Airport's air operations area, bounded by U.S. Highway 51, Rieder Road, Portage Road, and Bartillon Road. The lease covers five growing seasons, expiring December 31, 2024, and requires implementation of a soil conservation plan to minimize soil erosion and nutrient runoff. Use of the leased parcels is limited to the cultivation of corn and soybean crops, with specified plowing practices to minimize potential attractants to wildlife that may be hazardous to airport operations. The annual rent is \$10,500, payable in semi-annual installments.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are hereby authorized to execute, on behalf of the County of Dane, an Agricultural Lease, Lease No. DCRA 2019-05, leasing agricultural land to Uphoff Company, Inc., as set forth above.

13809

LEASE NO. DCRA 2019-05

LESSOR: DANE COUNTY, WISCONSIN

LESSEE: UPHOFF COMPANY, INC.

Agricultural Land Lease

**Dane County Regional Airport
Madison, Wisconsin**

LEASE NO. DCRA 2019-05

THIS LEASE between the County of Dane, Wisconsin (hereinafter "County"), and Uphoff Company, Inc., a Wisconsin corporation (hereinafter "Lessee"), shall be effective as of the date it is fully executed by both parties.

WITNESSETH

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

WHEREAS COUNTY is the owner of the Dane County Regional Airport and land associated therewith (hereinafter, collectively, the "Airport") and deems it advantageous to the support and development of the Airport to lease to Lessee the land identified herein for agricultural use;

NOW, THEREFORE, Lessee and County agree as follows:

1. **TERM.** The term of this Lease shall be five years, commencing on January 1, 2020 and ending on December 31, 2024. 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.** County hereby leases to Lessee a parcel of land of approximately 80 acres located in Madison, Wisconsin (hereinafter the "Leased Premises") bounded by North Stoughton Road, Rieder Road, Portage Road and Bartillon Drive, as depicted on Exhibit A attached hereto. As identified on Exhibit A (as "Disturbed Acreage"), approximately 10 acres of the foregoing 80 acre parcel is land that will, prior to the effective date of this Lease, be disturbed and impacted by the installation of a sewer line. The foregoing acreage approximations are deemed accurate for purposes of establishing rent under this Lease.
3. **RENT.** As rent for the Leased Premises, including both disturbed and undisturbed acreage, Lessee shall pay to County annual rent of \$10,500 (\$131.00 per acre), payable in semi-annual installments of \$5,250 due by June 30 and December 31 in each year of the term of this Lease. 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.
4. **USE OF THE LEASED PREMISES.** The Leased Premises shall be planted annually in corn or soybean crops exclusively, unless otherwise approved in writing by County. Lessee shall not erect, construct or place a structure of any kind on the Leased Premises without the written approval of County. Lessee's use of the Leased Premises shall comply with all applicable Federal, State and local laws, rules and regulations. Mineral rights associated with the Leased Premises are expressly not conveyed by this Lease and all such rights are retained by County.

5. **SOIL CONSERVATION AND PLOWING.** Lessee shall develop and apply a soil conservation plan with emphasis on minimizing nutrient runoff and soil erosion. Within 36 hours after harvesting a corn crop on the Leased Premises, Lessee shall chisel plow the area where the corn was harvested to minimize hazardous wildlife attractants. Lessee is not required to chisel plow the Leased Premises after the harvesting of soybeans thereon.

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 County.

7. **WEED CONTROL.** Lessee shall cut, spray or otherwise effectively control weeds on the Leased Premises, including along abutting sidewalks and 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. County shall have no liability for any condition not directly resulting from County'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 County 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) 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, or invitees, except to the extent such injury, death or damage is caused by the act or omission of County. 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. County shall be given ten days advance notice of cancellation or nonrenewal of all policies required hereunder. Upon County's request, Lessee shall furnish County with a certificate of insurance evidencing coverage as required herein. Such certificate shall state whether coverage is underwritten on a claims made 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.

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 County 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.

13. UTILITY INSTALLATION. County 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, or for service required by other tenants of County. County 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. County 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 and 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, departure or maneuvering of aircraft at or near the Airport. County 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 County 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 use the Leased Premises in any manner that may attract wildlife that may be hazardous to the Airport and its users. The determination that a particular use of the Leased Premises is an attractant to hazardous wildlife or otherwise detrimental to Airport operations shall be left to the sole discretion of the County or the Airport. Upon written notice by County that a specified use of 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 cease the specified use of the Leased Premises. County 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. 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.

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

16. **INSPECTION OF PREMISES.** County 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 County 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 County, or
- (d) Default in performance of any of the covenants and conditions herein.

Upon termination of the Lease under this section 17, County may take immediate possession of the Leased Premises and remove Lessee's property therefrom without liability for damages.

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 County except recovery of any rent that was prepaid for any portion of the term of this Lease remaining upon termination.

19. **ACREAGE MODIFICATION.** County 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:
Kendal Uphoff
4142 Ridge Road
Deerfield, Wisconsin 53531-9775

To County:
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. **COUNTY'S REPRESENTATIVE.** County's Airport Director is designated as its official representative, with full power to represent County in dealings with Lessee in matters related to this Lease and the exercise or modification of rights granted hereunder.

IN WITNESS WHEREOF and with the intent to be bound hereby, County and Lessee have executed this Lease on the dates indicated below.

FOR UPHOFF COMPANY, INC.

Date Signed: 8-18-19


KENDAL UPHOFF

FOR DANE COUNTY

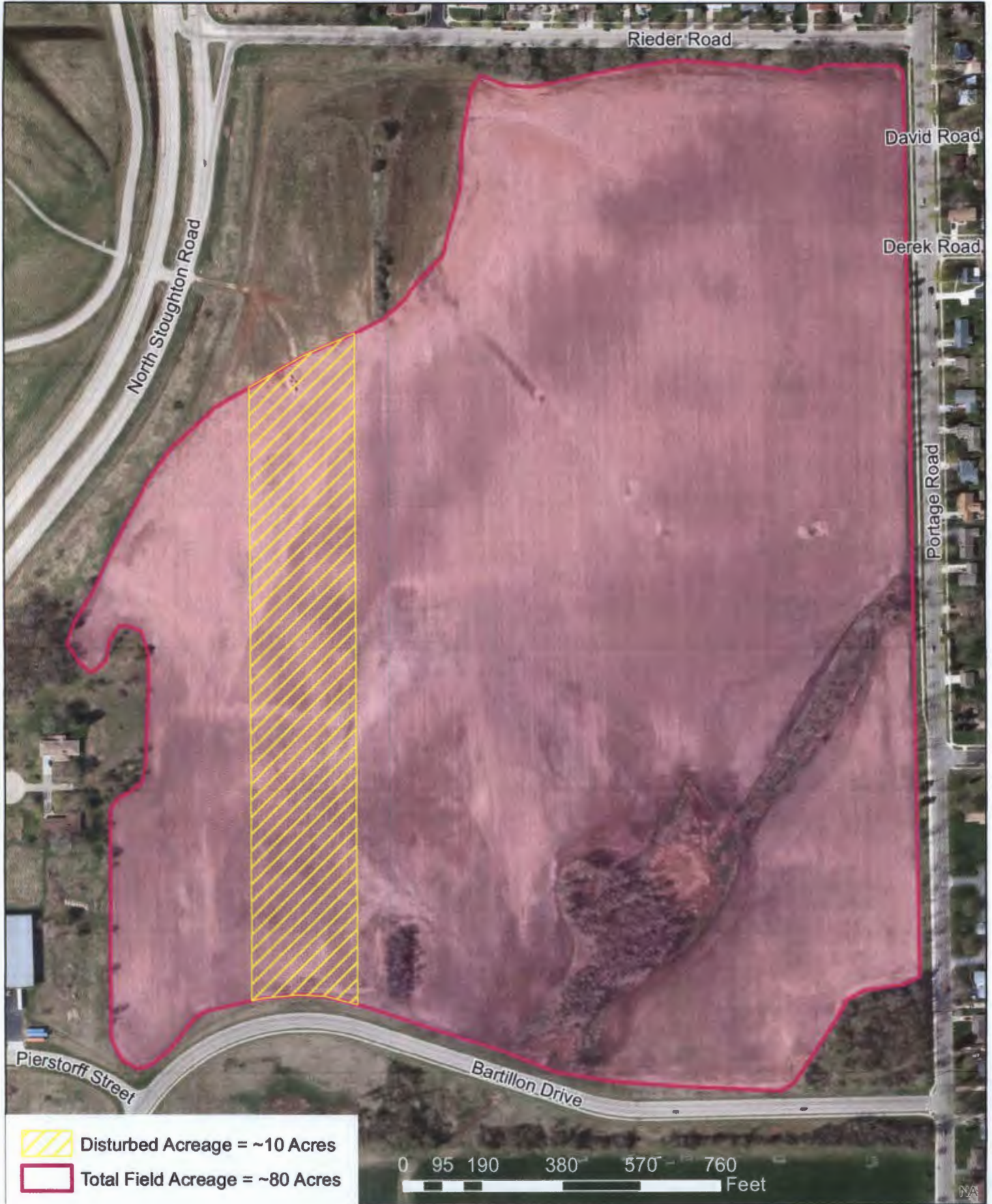
Date Signed: _____



JOE PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

Exhibit A



-  Disturbed Acreage = ~10 Acres
-  Total Field Acreage = ~80 Acres

0 95 190 380 570 760 Feet