

Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	Gary R. Rattmann	MUNIS #	2858
Brief Contract Title/Description	2 year crop lease for approx. 43.9 acres at CamRock County Park; lease contains 2 successive 1 year renewal options.		
Contract Term	1/1/2023 - 12/31/2024		
Contract Amount	\$10,975		

Contract # Admin will assign	14912
Type of Contract	
<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	
Name	Sharene Smith	Name	Gary Rattmann
Phone #	608-575-4485	Phone #	608-423-4584
Email	smith.sharene@countyofdane.com	Email	ratniktwo@yahoo.com
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<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) RFB/RFP #
	<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

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

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.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<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

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 12/5/22 Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, December 5, 2022 2:49 PM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14912
Attachments: 14912.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 12/5/2022 3:02 PM
	Hidalgo, Carmen	Read: 12/5/2022 3:04 PM	Approve: 12/5/2022 3:04 PM
	Gault, David	Read: 12/6/2022 8:50 AM	Approve: 12/6/2022 8:52 AM
	Lowndes, Daniel	Read: 12/6/2022 11:43 AM	Approve: 12/6/2022 11:43 AM
	Stavn, Stephanie	Read: 12/6/2022 11:10 AM	
	Oby, Joe		

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

Contract #14912
Department: Land & Water Resources
Vendor: Gary J. Rattmann
Contract Description: 2-year Crop Lease at CamRock County Park (Res 256)
Contract Term: 1/1/23 – 12/31/24
Contract Amount: \$10,975.00

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 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

- Lease with existing Lessee to continue organic farming for the next 4 years;
- \$4,100 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Cherokee Marsh Natural Resource Area

Section 13, Town of Westport, 19 acres

- Lease with existing Lessee to continue cropping grassland;
- Rent is \$1,292.00 per year for 4 years;
- Lessee: Jay Williamson

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Donald County Park

Section 29, Town of Springdale, 54.8 acres

- Lease with existing Lessee to continue cropping hay;
- Rent is \$6,466.40 per year for 4 years;
- Lessee: David Powell

Falk Wells Sugar River Wildlife Area

Section 3, Town of Montrose, 8.9 acres

- Lease with existing Lessee to continue cropping landlocked parcel;
- Rent is \$1,401.75 per year for 4 years;
- Lessee: Tom Sarbacker

Lewis Nine Springs E-Way

Section 1, City of Fitchburg, 15.7 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$2,512.00 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Section 31, Town of Blooming Grove, 37.2 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$6,324 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Lower Mud Lake Natural Resource Area

Section 14, Town of Dunn, 62.9 acres

- Lease with existing Lessee to continue organic farming;
- Rent is \$4,088.50 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Lussier County Park and Crystal Lake Wildlife Area

Sections 2 and 3, Town of Roxbury, 73.5 acres

- Lease with existing Lessee that includes additional lands that were previously owned by the county but encumbered by a life estate. Lease includes mowing at Lussier County Park for weed management, mowing hiking trails and snow plowing at the Park;
- Rent is \$7,280.60 per year for 4 years (cropland acres);
- Lessee: Neal Schoepp

Springfield Hill Natural Resource Area

Section 26, Town of Roxbury, 38 acres

- Lease with existing Lessee which includes maintenance of three grade stabilization structures.
- Rent is \$4,560 per year for 4 years;
- Lessee: Allan G. Breunig

Following are leases for 5 years, January 1, 2023 – December 31, 2027

Donald County Park

Section 28, Town of Springdale, 6.2 acres

- New lease with new Lessee to crop hay on landlocked field. Adjoining neighbor had the previous lease and will allow this new tenant to cross their land for cropping purposes.

- 105 - Rent is \$637.98 per year for 5 years.
106 - Lessee: Doug Syvrud
107

108 **Ice Age Reserve**

109 Section 13, Town of Cross Plains, 92.5 acres

- 110 - New lease with existing tenant to continue cropping for five years with a renewal
111 option for another 5 years at the same rate, terms and conditions to work on prairie
112 conversion. Lease includes mowing of grasslands and maintaining a grass buffer
113 along the southern border of the property.
114 - Rent is \$14,800 per year for 5 years;
115 - Lessee: Michael G. Coyle
116

117 **Donald County Park**

118 Section 28 & 29, Town of Springdale, 90 acres

- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
122 trail buffers and snow removal for public access to the Park.
123 - Rental schedule per year at \$140 per acre for years 2023-2025 and \$130 per acre
124 in years 2026-2027:
125 o 2023: \$12,754
126 o 2024: \$7,874
127 o 2025: \$7,874
128 o 2026: \$5,838
129 o 2027: \$5,838
130

131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

- 133 - Lease with existing Lessee that will phase out corn and require hay and grass in
134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC
137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund
144

145 Revenue from the above described leases is included in the 2022 Budget.
146

147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;
150

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

LEASE

THIS LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and Gary R. Rattmann ("LESSEE").

WITNESSETH

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

Part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the north 20 acres of the South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 13, Township 6N, Range 12E, Town of Christiana, Dane County, Wisconsin totaling approximately 82 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 43.9 acres of the above-described land (said 43.9 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 two (2) years, commencing as of the first day of January, 2023 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. RENEWAL OPTION. If LESSOR'S plans for a dog park conversion do not come to fruition in 2024 or 2025, LESSEE shall have the option to renew this lease for two successive one-year terms under the terms and conditions set forth herein. Notification of LESSOR'S intent to renew this lease shall be delivered at least 90 days before the original term of this lease or any renewal thereof would expire.

Section 3. 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 4. 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 5. 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 1st 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: Corn and Soybean rotation.
- 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.

- 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. LESSEE shall mow, as needed, around the old farmstead in order to control weeds.
 - b. LESSEE shall mow grass areas that are too wet to farm and to control erosion at least once annually, in the fall as weather allows, as indicated on the Exhibit A Lease Map.
 - c. LESSEE shall mow and maintain grass waterways as indicated on the Exhibit A Lease Map.

Section 6. 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 7. 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 8. RENTAL PAYMENTS. In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent the amount of \$125.00 per acre per year, for a total of \$5,487.50 annually. Payments, in equal installments of \$2,743.75 are due and payable on the first day of March and the first day of June commencing March 1, 2023 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 9. 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 10. 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 108 Ferchland Place, Monona, WI 53714.

Section 11. NO SUBLET, ASSIGNMENT, RENEWAL. There shall be no sublet, assignment or automatic renewal of this lease unless in writing, consented to by LESSOR.

Section 12. 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 13. 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 14. 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 15. EXCLUDED ACREAGE. Adjoining lands of LESSOR are not included in this lease.

Section 16. 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 17. 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 18. 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 19. 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 20. 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. 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 22. 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 27th day of October, 2022

LESSEE

LESSOR

BY: Mary R. Rattmann
Gary R. Rattmann

BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

BY: _____

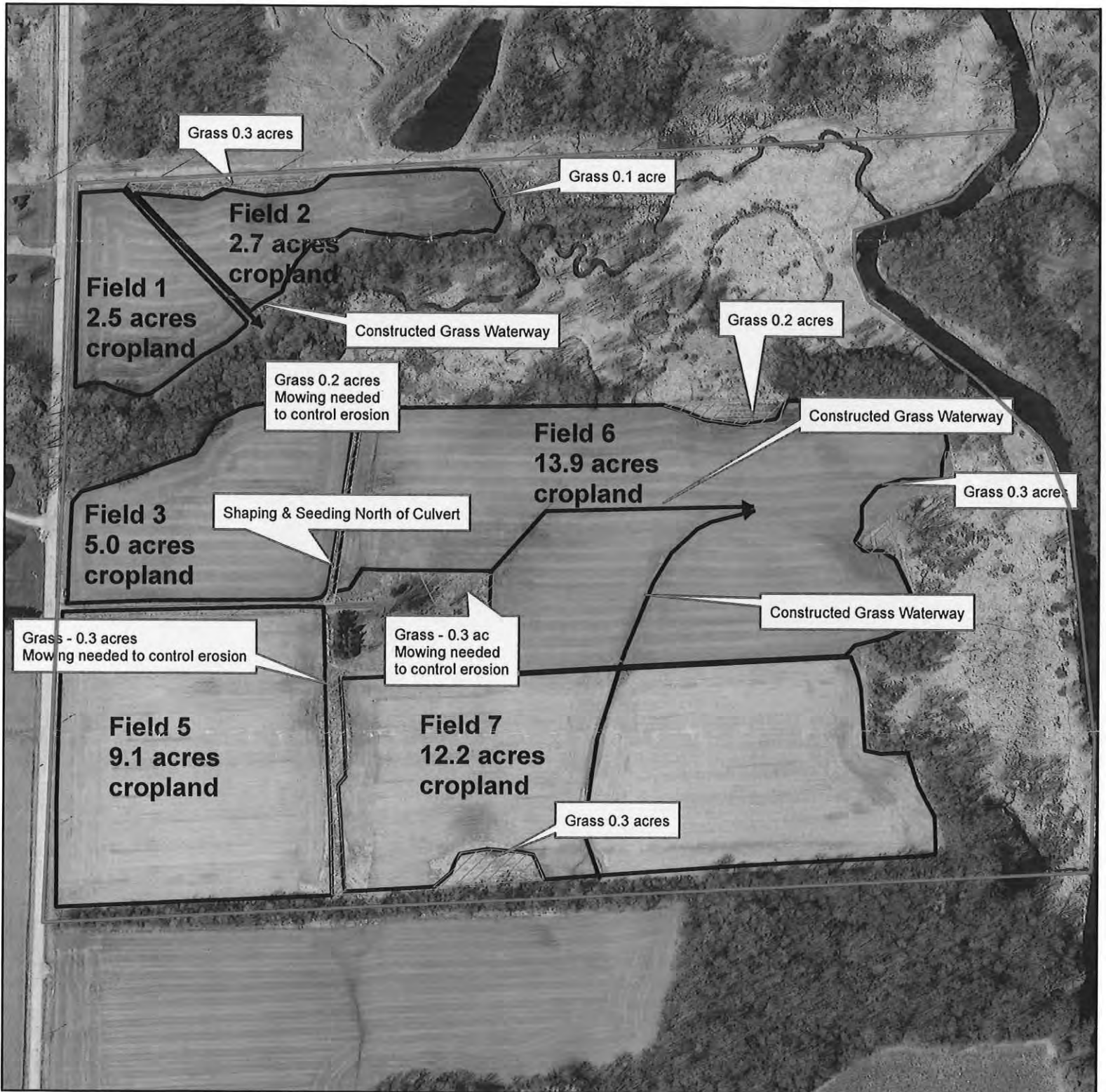
BY: _____
Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

Property: CamRock County Park
Owner: Dane County
Lessee: Gary Rattmann

Township: Christiana
Section: 13

Completed by: Lambert
Phone: (608) 224-3730
Date: 1-12-2021



300
Feet

Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	Helmut Jeschke	MUNIS #	24604
Brief Contract Title/Description	4 year crop lease for approx. 35 acres of land at Anderson Farm County Park.		
Contract Term	1/1/2023 - 12/31/2026		
Contract Amount	\$19,880		

Contract # Admin will assign	14913
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<input type="checkbox"/>	Purchase of Property
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<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Sharene Smith	Name	Helmut Jeschke
Phone #	608-575-4485	Phone #	608-835-5667
Email	smith.sharene@countyofdane.com	Email	
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<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)
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MUNIS Req.	Req #	Org:	Obj:	Proj:	
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Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
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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

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, December 5, 2022 2:54 PM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14913
Attachments: 14913.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 12/5/2022 3:03 PM
	Hidalgo, Carmen	Read: 12/5/2022 3:04 PM	Approve: 12/5/2022 3:05 PM
	Gault, David	Read: 12/6/2022 8:53 AM	Approve: 12/6/2022 8:54 AM
	Lowndes, Daniel	Read: 12/6/2022 11:44 AM	Approve: 12/6/2022 11:44 AM
	Stavn, Stephanie	Read: 12/6/2022 11:10 AM	
	Oby, Joe		

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

Contract #14913
Department: Land & Water Resources
Vendor: Helmut Jeschke
Contract Description: 4-year Crop Lease at Anderson Farm County Park (Res 256)
Contract Term: 1/1/23 – 12/31/26
Contract Amount: \$19,880.00

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 2023 CROP LEASES ON COUNTY LAND

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118 Section 28 & 29, Town of Springdale, 90 acres

- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
122 trail buffers and snow removal for public access to the Park.
123 - Rental schedule per year at \$140 per acre for years 2023-2025 and \$130 per acre
124 in years 2026-2027:
125 o 2023: \$12,754
126 o 2024: \$7,874
127 o 2025: \$7,874
128 o 2026: \$5,838
129 o 2027: \$5,838
130

131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

- 133 - Lease with existing Lessee that will phase out corn and require hay and grass in
134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC
137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund
144

145 Revenue from the above described leases is included in the 2022 Budget.
146

147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;
150

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

L E A S E

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

W I T N E S S E T H

WHEREAS LESSOR is the owner of certain real property known as Anderson Farm County Park and partially described as follows:

Part of the SW ¼ of the NE ¼ of Section 14, Town of Oregon, Dane County, Wisconsin, totaling approximately 40 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 35 acres of the above-described land (said 35 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, 2023 and ending on the 31st day of December, 2026. 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 1st 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: Corn and soybean rotation.
- 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.
- 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 and a twelve (12) foot wide cool season grass border around the entire perimeter of the crop field which shall be cut twice a year.

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 \$142.00 per acre per year, for a total of \$4,970.00 annually. Payments, in equal installments of \$2,485.00 are due and payable on the first day of March and the first day of June commencing March 1, 2023 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 4929 County Road A, Oregon, WI 53575.

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 10 (Oct.), 2022.

LESSEE

BY:



Helmut Leschke

BY: _____

LESSOR

BY: _____

Joseph T. Parisi
COUNTY EXECUTIVE

BY: _____

Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

Property: Anderson Farm County Park
Owner: Dane County
Lessee: Jeschke

Town: Oregon
Township/Range/Section:
T05N R09E s. 14

10/20/2022



0 400 Feet

Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	Craig Rhiner	MUNIS #	26332
Brief Contract Title/Description	4 year Crop Lease for approx. 137 acres at Badger Mill Creek NRA and Sugar River NRA.		
Contract Term	1/1/2023 - 12/31/2026		
Contract Amount	\$85,248.00		

Contract # Admin will assign	14914
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input 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	
Name	Sharene Smith	Name	Craig Rhiner
Phone #	608-224-3761	Phone #	608-669-0610
Email	smith.sharene@countyofdane.com	Email	
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<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) RFB/RFP #
	<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

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

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.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<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

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, December 5, 2022 3:02 PM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14914
Attachments: 14914.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 12/5/2022 3:03 PM
	Hidalgo, Carmen	Read: 12/5/2022 3:05 PM	Approve: 12/6/2022 3:04 PM
	Gault, David	Read: 12/6/2022 8:54 AM	Approve: 12/6/2022 8:55 AM
	Lowndes, Daniel	Read: 12/5/2022 4:22 PM	Approve: 12/6/2022 11:44 AM
	Stavn, Stephanie	Read: 12/6/2022 11:10 AM	
	Oby, Joe		

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

Contract #14914
Department: Land & Water Resources
Vendor: Craig Rhiner
Contract Description: 4-year Crop Lease at Badger Mill Creek NRA & Sugar River NRA (Res 256)
Contract Term: 1/1/23 – 12/31/26
Contract Amount: \$85,248.00

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

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- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
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123 - Rental schedule per year at \$140 per acre for years 2023-2025 and \$130 per acre
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125 o 2023: \$12,754
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132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

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134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC
137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund
144

145 Revenue from the above described leases is included in the 2022 Budget.
146

147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;
150

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

L E A S E

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

W I T N E S S E T H

WHEREAS LESSOR is the owner of certain real property known as Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area and partially described as follows:

The Southwest ¼ of Section 18, Township 6N, Range 8E, Town of Verona, Dane County, Wisconsin, totaling approximately 160 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 137 acres of the above-described land made up of 118.4 cropland acres and 18.6 grassland acres (said 137 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, 2023 and ending on the 31st day of December, 2026. 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 1st 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:
 1. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
 2. 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.
 3. Maintain crop residue standing during the winter period to trap snow.
 4. Intensive grazing and removal of crop residue by baling is not allowed.
 5. Residue is not allowed to be shredded after harvest.
- C. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP: Soybean and Corn rotation.
- 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.
- 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:

1. LESSEE shall mow grasslands labeled as Field 5 and Field 6 on Exhibit A and field roads not in agricultural use at least twice a year to manage invasive species.
2. LESSEE shall continue to provide access for the State Funded Snowmobile Trail to pass through the property.
3. LESSEE shall cooperate with LESSOR to provide public access to the stream and any with habitat restoration projects.
4. Once public access is established, LESSEE shall maintain 20 foot wide perimeter trails around Fields 1, 2, 3 and 4 as shown on the Exhibit A.

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 \$180.00 per acre per year, for a total of \$21,312.00 annually. Payments, in equal installments of \$10,656.00 are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 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 7266 Riverside Drive, Verona, WI 53593.

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 2nd day of December, 2022.

LESSEE
BY: Craig F Rhiner
Craig Rhiner

LESSOR
BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

BY: _____

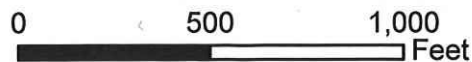
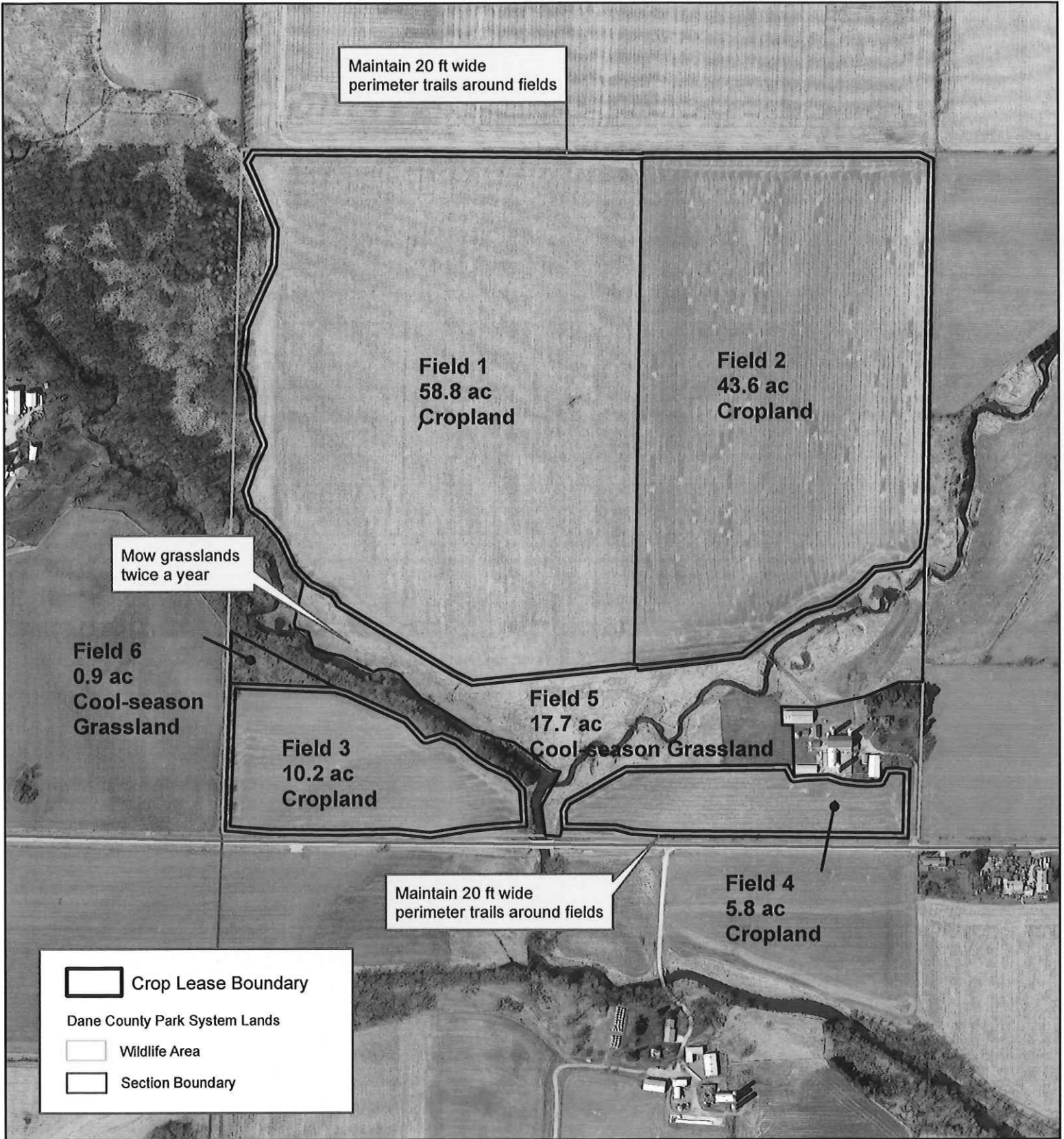
BY: _____
Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

Property: Badger Mill Creek and Sugar River
Owner: Dane County
Lessee: Craig Rhiner

Town: Verona
Township/Range/Section:
T06N R08E s. 28

11/4/2022



Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD/Admin		
Vendor Name	Wagner Dairy Operations, LLC	MUNIS #	7968
Brief Contract Title/Description	4 year crop lease for approx. 69.8 acres at Black Earth Creek Wildlife Area, Sunnyside Unit.		
Contract Term	1/1/2023 - 12/31/2026		
Contract Amount	\$48,860		

Contract # Admin will assign	14915
Type of Contract	
<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	
Name	Sharene Smith	Name	Tom Wagner
Phone #	608-576-4485	Phone #	608-219-0666
Email	smith.sharene@countyofdane.com	Email	wagnerdairy@tds.net
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<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) RFB/RFP #
	<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

MUNIS Req.	Req #	Org:	Obj:	Proj:
		Org:	Obj:	Proj:
	Year	Org:	Obj:	Proj:

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.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<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

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, December 5, 2022 3:09 PM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14915
Attachments: 14915.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 12/5/2022 3:26 PM
	Hidalgo, Carmen	Read: 12/5/2022 3:17 PM	Approve: 12/5/2022 3:35 PM
	Gault, David	Read: 12/6/2022 8:56 AM	Approve: 12/6/2022 8:56 AM
	Lowndes, Daniel	Read: 12/6/2022 11:44 AM	Approve: 12/6/2022 11:44 AM
	Stavn, Stephanie	Read: 12/6/2022 11:10 AM	
	Oby, Joe		

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

Contract #14915

Department: Land & Water Resources

Vendor: Wagner Dairy Operations LLC

Contract Description: 4-year Crop Lease at Black Earth Creek Wildlife Area, Sunnyside Unit (Res 256)

Contract Term: 1/1/23 – 12/31/26

Contract Amount: \$48,860.00

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 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

- Lease with existing Lessee to continue organic farming for the next 4 years;
- \$4,100 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Cherokee Marsh Natural Resource Area

Section 13, Town of Westport, 19 acres

- Lease with existing Lessee to continue cropping grassland;
- Rent is \$1,292.00 per year for 4 years;
- Lessee: Jay Williamson

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Donald County Park

Section 29, Town of Springdale, 54.8 acres

- Lease with existing Lessee to continue cropping hay;
- Rent is \$6,466.40 per year for 4 years;
- Lessee: David Powell

Falk Wells Sugar River Wildlife Area

Section 3, Town of Montrose, 8.9 acres

- Lease with existing Lessee to continue cropping landlocked parcel;
- Rent is \$1,401.75 per year for 4 years;
- Lessee: Tom Sarbacker

Lewis Nine Springs E-Way

Section 1, City of Fitchburg, 15.7 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$2,512.00 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Section 31, Town of Blooming Grove, 37.2 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$6,324 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Lower Mud Lake Natural Resource Area

Section 14, Town of Dunn, 62.9 acres

- Lease with existing Lessee to continue organic farming;
- Rent is \$4,088.50 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Lussier County Park and Crystal Lake Wildlife Area

Sections 2 and 3, Town of Roxbury, 73.5 acres

- Lease with existing Lessee that includes additional lands that were previously owned by the county but encumbered by a life estate. Lease includes mowing at Lussier County Park for weed management, mowing hiking trails and snow plowing at the Park;
- Rent is \$7,280.60 per year for 4 years (cropland acres);
- Lessee: Neal Schoepp

Springfield Hill Natural Resource Area

Section 26, Town of Roxbury, 38 acres

- Lease with existing Lessee which includes maintenance of three grade stabilization structures.
- Rent is \$4,560 per year for 4 years;
- Lessee: Allan G. Breunig

Following are leases for 5 years, January 1, 2023 – December 31, 2027

Donald County Park

Section 28, Town of Springdale, 6.2 acres

- New lease with new Lessee to crop hay on landlocked field. Adjoining neighbor had the previous lease and will allow this new tenant to cross their land for cropping purposes.

- 105 - Rent is \$637.98 per year for 5 years.
106 - Lessee: Doug Syvrud
107

108 **Ice Age Reserve**

109 Section 13, Town of Cross Plains, 92.5 acres

- 110 - New lease with existing tenant to continue cropping for five years with a renewal
111 option for another 5 years at the same rate, terms and conditions to work on prairie
112 conversion. Lease includes mowing of grasslands and maintaining a grass buffer
113 along the southern border of the property.
114 - Rent is \$14,800 per year for 5 years;
115 - Lessee: Michael G. Coyle
116

117 **Donald County Park**

118 Section 28 & 29, Town of Springdale, 90 acres

- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
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132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

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134 order to provide wetland protection and wildlife habitat;
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138 **Walking Iron Wildlife Area**

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141 in 2020;
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145 Revenue from the above described leases is included in the 2022 Budget.
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152 Director and the Real Estate Coordinator are authorized to act as the County's representative
153 in administering the leases.

LEASE

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

WITNESSETH

WHEREAS LESSOR is the owner of certain real property known as Black Earth Creek Wildlife Area, Sunnyside Unit and partially described as follows:

The E ½ and part of the E ½ of the W ½ of Section 7, Township 7N, Range 8E, Town of Middleton, Dane County, Wisconsin, totaling approximately 173 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 69.8 acres of the above-described land (said 69.8 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:

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- 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. One rotation of Corn in 2023
 - b. Remaining rotation of Hay in 2024 through 2026.
- 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.
- 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: Maintenance of the access road, if needed.

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 \$175.00 per acre per year, for a total of \$12,215.00 annually. Payments, in equal installments of \$6,107.50 are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 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 Wagner Dairy Operations, 7262 Schneider Road, Middleton, WI 53562.

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 October, 2012

LESSEE

LESSOR

BY: Thomas Wagner
Thomas Wagner

BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

BY: _____

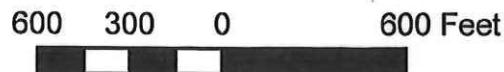
BY: _____
Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

Property: Black Earth Creek WA, Sunnyside Unit
Owner: Dane County
Operator: Wagner Dairy Operations LLC

Town: Middleton
Township/Range/Section:
T07N, R08E, s. 7

10-25-2022



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

Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	Doudlah Farms, LLC	MUNIS #	26474
Brief Contract Title/Description	4 year crop lease on approx. 23.8 acres at CamRock County Park.		
Contract Term	1/1/2023 - 12/31/2026		
Contract Amount	\$16,400		

Contract # Admin will assign	14916
Type of Contract	
<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	
Name	Sharene Smith	Name	Mark Doudlah
Phone #	608-576-4485	Phone #	608-490-0925
Email	smith.sharene@countyofdane.com	Email	mark.r.doudlah@gmail.com
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<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) RFB/RFP #
	<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

MUNIS Req.	Req #	Org:	Obj:	Proj:
		Org:	Obj:	Proj:
	Year	Org:	Obj:	Proj:

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.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<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

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, December 5, 2022 3:21 PM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14916
Attachments: 14916.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 12/5/2022 3:26 PM
	Hidalgo, Carmen	Read: 12/5/2022 3:22 PM	Approve: 12/5/2022 3:35 PM
	Gault, David	Read: 12/6/2022 8:56 AM	Approve: 12/6/2022 8:56 AM
	Lowndes, Daniel	Read: 12/6/2022 11:45 AM	Approve: 12/6/2022 11:45 AM
	Stavn, Stephanie	Read: 12/6/2022 11:10 AM	
	Oby, Joe		

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

Contract #14916
Department: Land & Water Resources
Vendor: Doudlah Farms LLC
Contract Description: 4-year Crop Lease at CamRock County Park (Res 256)
Contract Term: 1/1/23 – 12/31/26
Contract Amount: \$16,400.00

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 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

- Lease with existing Lessee to continue organic farming for the next 4 years;
- \$4,100 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Cherokee Marsh Natural Resource Area

Section 13, Town of Westport, 19 acres

- Lease with existing Lessee to continue cropping grassland;
- Rent is \$1,292.00 per year for 4 years;
- Lessee: Jay Williamson

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Donald County Park

Section 29, Town of Springdale, 54.8 acres

- Lease with existing Lessee to continue cropping hay;
- Rent is \$6,466.40 per year for 4 years;
- Lessee: David Powell

Falk Wells Sugar River Wildlife Area

Section 3, Town of Montrose, 8.9 acres

- Lease with existing Lessee to continue cropping landlocked parcel;
- Rent is \$1,401.75 per year for 4 years;
- Lessee: Tom Sarbacker

Lewis Nine Springs E-Way

Section 1, City of Fitchburg, 15.7 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$2,512.00 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Section 31, Town of Blooming Grove, 37.2 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$6,324 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Lower Mud Lake Natural Resource Area

Section 14, Town of Dunn, 62.9 acres

- Lease with existing Lessee to continue organic farming;
- Rent is \$4,088.50 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Lussier County Park and Crystal Lake Wildlife Area

Sections 2 and 3, Town of Roxbury, 73.5 acres

- Lease with existing Lessee that includes additional lands that were previously owned by the county but encumbered by a life estate. Lease includes mowing at Lussier County Park for weed management, mowing hiking trails and snow plowing at the Park;
- Rent is \$7,280.60 per year for 4 years (cropland acres);
- Lessee: Neal Schoepp

Springfield Hill Natural Resource Area

Section 26, Town of Roxbury, 38 acres

- Lease with existing Lessee which includes maintenance of three grade stabilization structures.
- Rent is \$4,560 per year for 4 years;
- Lessee: Allan G. Breunig

Following are leases for 5 years, January 1, 2023 – December 31, 2027

Donald County Park

Section 28, Town of Springdale, 6.2 acres

- New lease with new Lessee to crop hay on landlocked field. Adjoining neighbor had the previous lease and will allow this new tenant to cross their land for cropping purposes.

- 105 - Rent is \$637.98 per year for 5 years.
106 - Lessee: Doug Syvrud

107

108 **Ice Age Reserve**

109 Section 13, Town of Cross Plains, 92.5 acres

- 110 - New lease with existing tenant to continue cropping for five years with a renewal
111 option for another 5 years at the same rate, terms and conditions to work on prairie
112 conversion. Lease includes mowing of grasslands and maintaining a grass buffer
113 along the southern border of the property.
114 - Rent is \$14,800 per year for 5 years;
115 - Lessee: Michael G. Coyle

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117 **Donald County Park**

118 Section 28 & 29, Town of Springdale, 90 acres

- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
122 trail buffers and snow removal for public access to the Park.
123 - Rental schedule per year at \$140 per acre for years 2023-2025 and \$130 per acre
124 in years 2026-2027:
125 o 2023: \$12,754
126 o 2024: \$7,874
127 o 2025: \$7,874
128 o 2026: \$5,838
129 o 2027: \$5,838

130

131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

- 133 - Lease with existing Lessee that will phase out corn and require hay and grass in
134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC

137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund

144

145 Revenue from the above described leases is included in the 2022 Budget.

146

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

150

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

L E A S E

THIS LEASE, made and entered into by and between the County of Dane (hereinafter referred to as “LESSOR”) and Doudlah Farms, LLC (“LESSEE”).

W I T N E S S E T H

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

Part of the SW ¼ of Section 13, Township 6N, Range 12E, Town of Christiana, Dane County Wisconsin, totaling approximately 50 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 23.8 acres of the above-described land (said 23.8 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, 2023 and ending on the 31st day of December, 2026. 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 use and sole permitted use of the premises by the LESSEE is for organic farming and approved organic production.

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 Ordinances. LESSEE shall confer with Dane County Land & Water Resources Land Conservation (LWRD) on compliance issues.

A. Organic Standards

1. LESSEE shall comply with the standards and rules and regulations of the USDA National Organic Program (NOP) [Code of Federal Regulations, Title 7] and to provide LESSOR annually with copies of all materials, records and reports showing that compliance.
2. LESSEE is not required to become certified as an organic producer, but must follow federal organic standards, including maintaining detailed records that are provided to LESSOR annually.

B. Nutrient Management

1. LESSEE shall also submit to LWRD by June 1, 2023 a nutrient management plan developed according to the USDA Natural Resource Conservation Service 590

standards and specifications. Said Plan shall be submitted using SNAP-PLUS Wisconsin nutrient management planning software program.

2. 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, 2023.
 3. No phosphorus may be applied except as approved in the Nutrient Management Plan.
- C. Manure application and crop rotation will be determined by the Nutrient Management Plan. The amount of manure applied will be based on the University of Wisconsin fertilizer recommendations for the current crop. Application of manure on saturated soils is prohibited. Spreading of manure on snow-covered or frozen ground is prohibited.
- D. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- E. 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.
- F. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- G. 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.

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 the 23.8 acres only the amount of \$172.26 per acre per year, for a total of \$4,100.00 annually. Payments, in equal installments of \$2,050.00 are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Crop Leases, 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. LESSEE agrees that LESSOR may reduce the number of acres under the lease with notice to LESSEE. 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, Madison, WI

53718. Notices to LESSEE shall be sent to Doudlah Farms, LLC, 10339 N. Wilder Road, Evansville, WI 53536.

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 its 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 ____ day of _____, 2022

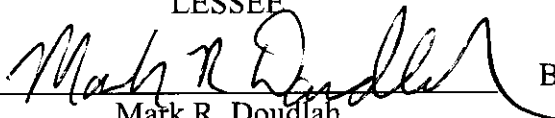
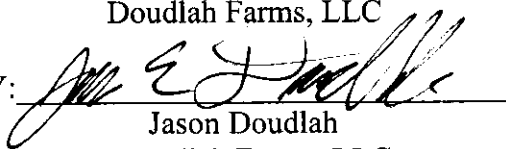
<p>LESSEE</p> <p>BY:  Mark R. Doudlah Doudlah Farms, LLC</p>	<p>LESSOR</p> <p>BY: _____ Joseph T. Parisi COUNTY EXECUTIVE</p>
<p>BY:  Jason Doudlah Doudlah Farms, LLC</p>	<p>BY: _____ Scott McDonell COUNTY CLERK</p>

Exhibit A, Dane County Lease Map

Property: CamRock County Park
Owner: Dane County
Lessee: Doudlah

Town: Christiana
Township/Range/Section:
T06N R12E s. 13

11/1/2022



0 250 500
Feet

Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	Jay Williamson	MUNIS #	22479
Brief Contract Title/Description	4 year crop lease on approx. 19 acres at Cherokee Marsh NRA.		
Contract Term	1/1/2023 - 12/31/2026		
Contract Amount	\$5168		

Contract # Admin will assign	14917
Type of Contract	
<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	
Name	Sharene Smith	Name	Jay Williamson
Phone #	608-575-4485	Phone #	608-850-3479
Email	smith.sharene@countyofdane.com	Email	
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<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) RFB/RFP #
	<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

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

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.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<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

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 12/5/22 Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, December 5, 2022 4:26 PM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Subject: FW: Contract #14917
Attachments: 14917.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret	Read: 12/5/2022 4:38 PM	Approve: 12/6/2022 7:40 AM
	Hidalgo, Carmen	Read: 12/5/2022 4:28 PM	Approve: 12/5/2022 4:30 PM
	Gault, David	Read: 12/6/2022 8:56 AM	Approve: 12/6/2022 8:56 AM
	Lowndes, Daniel	Read: 12/6/2022 11:45 AM	Approve: 12/6/2022 11:45 AM

Re-sending this one as I forgot the vote button!

From: Goldade, Michelle
Sent: Monday, December 5, 2022 3:44 PM
To: Krohn, Margaret <Krohn@countyofdane.com>; Hidalgo, Carmen <Hidalgo.Carmen@countyofdane.com>; Gault, David <Gault@countyofdane.com>; Lowndes, Daniel <Lowndes@countyofdane.com>
Cc: Stavn, Stephanie <Stavn@countyofdane.com>; Oby, Joe <Oby.Joe@countyofdane.com>
Subject: Contract #14917

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

Contract #14917
Department: Land & Water Resources
Vendor: Jay Williamson
Contract Description: 4-year Crop Lease at Cherokee Marsh NRA (Res 256)
Contract Term: 1/1/23 – 12/31/26
Contract Amount: \$5,168.00

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 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

- Lease with existing Lessee to continue organic farming for the next 4 years;
- \$4,100 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Cherokee Marsh Natural Resource Area

Section 13, Town of Westport, 19 acres

- Lease with existing Lessee to continue cropping grassland;
- Rent is \$1,292.00 per year for 4 years;
- Lessee: Jay Williamson

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Donald County Park

Section 29, Town of Springdale, 54.8 acres

- Lease with existing Lessee to continue cropping hay;
- Rent is \$6,466.40 per year for 4 years;
- Lessee: David Powell

Falk Wells Sugar River Wildlife Area

Section 3, Town of Montrose, 8.9 acres

- Lease with existing Lessee to continue cropping landlocked parcel;
- Rent is \$1,401.75 per year for 4 years;
- Lessee: Tom Sarbacker

Lewis Nine Springs E-Way

Section 1, City of Fitchburg, 15.7 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$2,512.00 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Section 31, Town of Blooming Grove, 37.2 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$6,324 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Lower Mud Lake Natural Resource Area

Section 14, Town of Dunn, 62.9 acres

- Lease with existing Lessee to continue organic farming;
- Rent is \$4,088.50 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Lussier County Park and Crystal Lake Wildlife Area

Sections 2 and 3, Town of Roxbury, 73.5 acres

- Lease with existing Lessee that includes additional lands that were previously owned by the county but encumbered by a life estate. Lease includes mowing at Lussier County Park for weed management, mowing hiking trails and snow plowing at the Park;
- Rent is \$7,280.60 per year for 4 years (cropland acres);
- Lessee: Neal Schoepp

Springfield Hill Natural Resource Area

Section 26, Town of Roxbury, 38 acres

- Lease with existing Lessee which includes maintenance of three grade stabilization structures.
- Rent is \$4,560 per year for 4 years;
- Lessee: Allan G. Breunig

Following are leases for 5 years, January 1, 2023 – December 31, 2027

Donald County Park

Section 28, Town of Springdale, 6.2 acres

- New lease with new Lessee to crop hay on landlocked field. Adjoining neighbor had the previous lease and will allow this new tenant to cross their land for cropping purposes.

- 105 - Rent is \$637.98 per year for 5 years.
106 - Lessee: Doug Syvrud
107

108 **Ice Age Reserve**

109 Section 13, Town of Cross Plains, 92.5 acres

- 110 - New lease with existing tenant to continue cropping for five years with a renewal
111 option for another 5 years at the same rate, terms and conditions to work on prairie
112 conversion. Lease includes mowing of grasslands and maintaining a grass buffer
113 along the southern border of the property.
114 - Rent is \$14,800 per year for 5 years;
115 - Lessee: Michael G. Coyle
116

117 **Donald County Park**

118 Section 28 & 29, Town of Springdale, 90 acres

- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
122 trail buffers and snow removal for public access to the Park.
123 - Rental schedule per year at \$140 per acre for years 2023-2025 and \$130 per acre
124 in years 2026-2027:
125 o 2023: \$12,754
126 o 2024: \$7,874
127 o 2025: \$7,874
128 o 2026: \$5,838
129 o 2027: \$5,838
130

131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

- 133 - Lease with existing Lessee that will phase out corn and require hay and grass in
134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC
137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund
144

145 Revenue from the above described leases is included in the 2022 Budget.
146

147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;
150

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

LEASE

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

WITNESSETH

WHEREAS LESSOR is the owner of certain real property known as a part of Cherokee Marsh Natural Resources Area and partially described as follows:

Part of the NE ¼ of the SE ¼ of Section 14 and part of the NW ¼ of the NW ¼ of Section 13, Township 8N, Range 9E, in the Town of Westport, Dane County, Wisconsin totaling approximately 65 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately nineteen (19) acres of the above-described land (said 19 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, 2023 and ending on the 31st day of December, 2026. 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 1st 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. Grasses – mix of timothy, brome, orchard grass and alfalfa.
 - b. No more than three (3) cutting per year are permitted.
- 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.

- 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: N/A

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 \$68.00 per acre per year, for a total of \$1,292.00 annually. Payments, in equal installments of \$646.00 are due and payable on the first day of March and the first day of June commencing March 1, 2023 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 Jay Williamson, c/o Windover Farms, 5770 State Road 113, 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.

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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 12 day of Nov, 20 22

LESSEE

BY: Jay Williamson
Jay Williamson

BY: _____

LESSOR

BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

BY: _____
Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

Owner: Dane County Park
Cherokee Marsh NRA
Operator: Jay Williamson

Township(s): Westport
Sections(s): 13, 14
Tract(s): 16280

Completed by: Lambert
Phone: (608) 224-3730
Date: 9/11/19



0 400 800 1,200 Feet

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

Dane County Contract Cover Sheet

Revised 01/2022

Res 256

Dept./Division	LWRD / Admin		
Vendor Name	David Powell	MUNIS #	12061
Brief Contract Title/Description	4 year crop lease on approx. 54.8 acres at Donald County Park.		
Contract Term	1/1/2023 - 12/31/2026		
Contract Amount	\$25,865.60		

Contract # Admin will assign	14918
Type of Contract	
<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	
Name	Sharene Smith	Name	David Powell
Phone #	608-575-4485	Phone #	608-832-6216
Email	smith.sharene@countyofdane.com	Email	
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<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) RFB/RFP # _____
	<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

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

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.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<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

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 6, 2022 7:34 AM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14918
Attachments: 14918.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 12/6/2022 7:40 AM
	Hidalgo, Carmen	Read: 12/6/2022 8:35 AM	Approve: 12/6/2022 8:36 AM
	Gault, David	Read: 12/6/2022 9:46 AM	Approve: 12/6/2022 9:47 AM
	Lowndes, Daniel	Read: 12/6/2022 11:46 AM	Approve: 12/6/2022 11:46 AM
	Stavn, Stephanie	Read: 12/6/2022 11:10 AM	
	Oby, Joe		

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

Contract #14918
Department: Land & Water Resources
Vendor: David Powell
Contract Description: 4-year Crop Lease at Donald County Park (Res 256)
Contract Term: 1/1/23 – 12/31/26
Contract Amount: \$25,865.60

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 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

- Lease with existing Lessee to continue organic farming for the next 4 years;
- \$4,100 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Cherokee Marsh Natural Resource Area

Section 13, Town of Westport, 19 acres

- Lease with existing Lessee to continue cropping grassland;
- Rent is \$1,292.00 per year for 4 years;
- Lessee: Jay Williamson

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Donald County Park

Section 29, Town of Springdale, 54.8 acres

- Lease with existing Lessee to continue cropping hay;
- Rent is \$6,466.40 per year for 4 years;
- Lessee: David Powell

Falk Wells Sugar River Wildlife Area

Section 3, Town of Montrose, 8.9 acres

- Lease with existing Lessee to continue cropping landlocked parcel;
- Rent is \$1,401.75 per year for 4 years;
- Lessee: Tom Sarbacker

Lewis Nine Springs E-Way

Section 1, City of Fitchburg, 15.7 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$2,512.00 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Section 31, Town of Blooming Grove, 37.2 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$6,324 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Lower Mud Lake Natural Resource Area

Section 14, Town of Dunn, 62.9 acres

- Lease with existing Lessee to continue organic farming;
- Rent is \$4,088.50 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Lussier County Park and Crystal Lake Wildlife Area

Sections 2 and 3, Town of Roxbury, 73.5 acres

- Lease with existing Lessee that includes additional lands that were previously owned by the county but encumbered by a life estate. Lease includes mowing at Lussier County Park for weed management, mowing hiking trails and snow plowing at the Park;
- Rent is \$7,280.60 per year for 4 years (cropland acres);
- Lessee: Neal Schoepp

Springfield Hill Natural Resource Area

Section 26, Town of Roxbury, 38 acres

- Lease with existing Lessee which includes maintenance of three grade stabilization structures.
- Rent is \$4,560 per year for 4 years;
- Lessee: Allan G. Breunig

Following are leases for 5 years, January 1, 2023 – December 31, 2027

Donald County Park

Section 28, Town of Springdale, 6.2 acres

- New lease with new Lessee to crop hay on landlocked field. Adjoining neighbor had the previous lease and will allow this new tenant to cross their land for cropping purposes.

- 105 - Rent is \$637.98 per year for 5 years.
106 - Lessee: Doug Syvrud
107

108 **Ice Age Reserve**

109 Section 13, Town of Cross Plains, 92.5 acres

- 110 - New lease with existing tenant to continue cropping for five years with a renewal
111 option for another 5 years at the same rate, terms and conditions to work on prairie
112 conversion. Lease includes mowing of grasslands and maintaining a grass buffer
113 along the southern border of the property.
114 - Rent is \$14,800 per year for 5 years;
115 - Lessee: Michael G. Coyle
116

117 **Donald County Park**

118 Section 28 & 29, Town of Springdale, 90 acres

- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
122 trail buffers and snow removal for public access to the Park.
123 - Rental schedule per year at \$140 per acre for years 2023-2025 and \$130 per acre
124 in years 2026-2027:
125 o 2023: \$12,754
126 o 2024: \$7,874
127 o 2025: \$7,874
128 o 2026: \$5,838
129 o 2027: \$5,838
130

131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

- 133 - Lease with existing Lessee that will phase out corn and require hay and grass in
134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC
137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund
144

145 Revenue from the above described leases is included in the 2022 Budget.
146

147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;
150

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

LEASE

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

WITNESSETH

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

Part of the E ½ of the SW ¼ of Section 29, Township 6N, Range 7E, Town of Springdale, Dane County, Wisconsin totaling approximately 160 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 54.8 acres of the above-described land (said 54.8 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, 2023 and ending on the 31st day of December, 2026. 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 1st 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: Hay only.
- 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.
- 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: None.

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 \$118.00 per acre per year, for a total of \$6,466.40 annually. Payments, in equal installments of \$3,233.20 are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 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 David Powell, 2435 State Road 92, Mount Horeb, WI 53572.

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 27 day of October, 20 27.

LESSEE

BY: David Powell
David Powell

BY: _____

LESSOR

BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

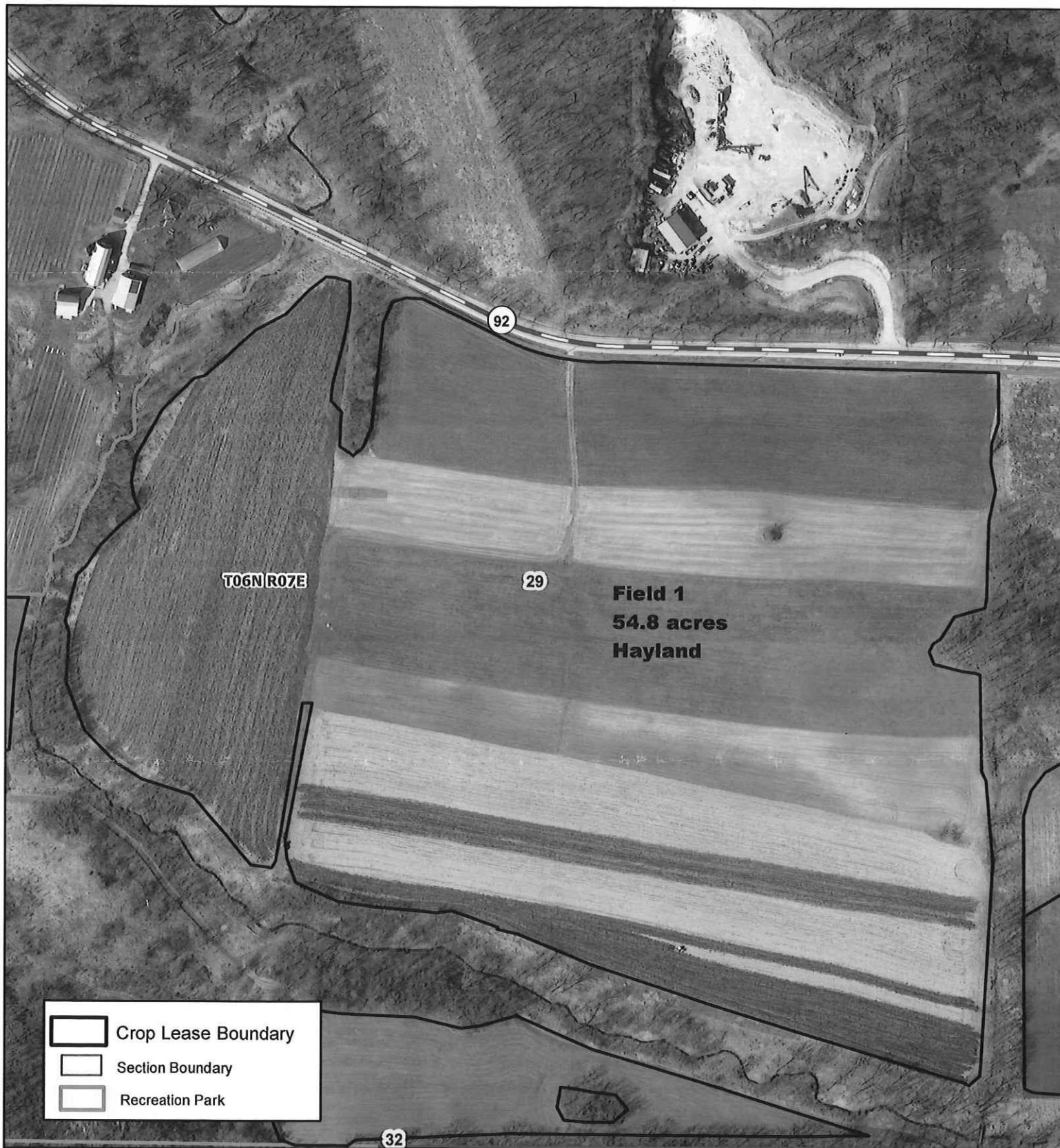
BY: _____
Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

Property: Donald County Park
Owner: Dane County
Lessee: David Powell

Town: Springfield
Township/Range/Section:
T06N R07E s. 29

10/24/2022



Dane County Contract Cover Sheet

Revised 01/2022

Res 256

Dept./Division	LWRD / Admin		
Vendor Name	Tom Sarbacker	MUNIS #	24440
Brief Contract Title/Description	4 year crop lease on approx. 8.9 acres at Falk Wells Sugar River Wildlife Area.		
Contract Term	1/1/2023 - 12/31/2026		
Contract Amount	\$5,607		

Contract # Admin will assign	14919
Type of Contract	
<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	
Name	Sharene Smith	Name	Tom Sarbacker
Phone #	608-575-4485	Phone #	608-630-2622
Email	smith.sharene@countyofdane.com	Email	sarbs7@tds.net
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<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) RFB/RFP # _____
	<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

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

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.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<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

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 6, 2022 7:38 AM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14919
Attachments: 14919.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 12/6/2022 7:41 AM
	Hidalgo, Carmen	Read: 12/6/2022 8:37 AM	Approve: 12/6/2022 8:37 AM
	Gault, David	Read: 12/6/2022 7:38 AM	Approve: 12/6/2022 3:05 PM
	Lowndes, Daniel	Read: 12/6/2022 11:46 AM	Approve: 12/6/2022 11:46 AM
	Stavn, Stephanie	Read: 12/6/2022 11:10 AM	
	Oby, Joe		

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

Contract #14919
Department: Land & Water Resources
Vendor: Tom Sarbacker
Contract Description: 4-year Crop Lease at Falk Wells Sugar River Wildlife Area (Res 256)
Contract Term: 1/1/23 – 12/31/26
Contract Amount: \$5,607.00

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 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

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- \$4,100 per year for 4 years;
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145 Revenue from the above described leases is included in the 2022 Budget.
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147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;
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151 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department
152 Director and the Real Estate Coordinator are authorized to act as the County's representative
153 in administering the leases.

L E A S E

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

W I T N E S S E T H

WHEREAS LESSOR is the owner of certain real property known as Falk Wells Sugar River Wildlife Area and partially described as follows:

Part of the SW ¼ of the SE ¼ of Section 3, Township 5N, Range 8E, Town of Montrose, Dane County, Wisconsin totaling approximately 55 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 8.9 acres of the above-described land (said 8.9 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, 2023 and ending on the 31st day of December, 2026. 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 1st 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: Corn and Soybean rotation.
- D. LESSEE shall maintain a vegetated buffer setback of an agreed upon width 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.
- 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: Maintain 22 foot wide cool season grass buffers around the

perimeter of the field which shall function as access; LESSEE shall mow frequently enough to maintain a maximum height of 6 inches.

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 \$157.50 per acre per year, for a total of \$1,401.75 annually. Payments, in equal installments of \$700.87 are due and payable on the first day of March and the first day of June commencing March 1, 2023 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 1487 Range Trail, Verona, WI 53593.

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 27 day of October, 2022.

LESSEE

BY: Tom Sarbacker
Tom Sarbacker

BY: _____

LESSOR

BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

BY: _____
Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

Property: Falk Wells Sugar River WA
Owner: Dane County
Lessee: Sarbacker

Town: Montrose
Township/Range/Section:
T05N R08E S. 3

10/21/2022



0 400 Feet

Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	UHB Family Farms, LLC	MUNIS #	29042
Brief Contract Title/Description	4 year crop lease on approx. 15.7 acres in the City of Fitchburg at Lewis Nine Springs E-Way NRA.		
Contract Term	1/1/2023 - 12/31/2026		
Contract Amount	\$10,048		

Contract # Admin will assign	14920
Type of Contract	
<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	
Name	Sharene Smith	Name	Robert Uphoff
Phone #	608-575-4485	Phone #	608-222-7389
Email	smith.sharene@countyofdane.com	Email	rluphoff@aol.com
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<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)	RFB/RFP #
	<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	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

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.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	256
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2022

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

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 6, 2022 8:00 AM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14920
Attachments: 14920.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 12/6/2022 8:06 AM
	Hidalgo, Carmen	Read: 12/6/2022 8:38 AM	Approve: 12/6/2022 8:44 AM
	Gault, David	Read: 12/6/2022 9:47 AM	Approve: 12/6/2022 9:47 AM
	Lowndes, Daniel	Read: 12/6/2022 11:46 AM	Approve: 12/6/2022 11:46 AM
	Stavn, Stephanie	Read: 12/6/2022 11:10 AM	
	Oby, Joe		

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

Contract #14920

Department: Land & Water Resources

Vendor: UHB Family Farms LLC

Contract Description: 4-year Crop Lease at Lewis Nine Springs E-Way NRA in the City of Fitchburg (Res 256)

Contract Term: 1/1/23 – 12/31/26

Contract Amount: \$10,048.00

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 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

- Lease with existing Lessee to continue organic farming for the next 4 years;
- \$4,100 per year for 4 years;
- Lessee: Doudlah Farms, LLC

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153 in administering the leases.

LEASE

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

WITNESSETH

WHEREAS LESSOR is the owner of certain real property known as Lewis Nine Springs E-Way Natural Resource Area and partially described as follows:

Part of the NW ¼ of Section 1, Township 6N, Range 9E, in the City of Fitchburg, Dane County, Wisconsin, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 15.7 acres of the above-described land (said 15.7 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, 2023 and ending on the 31st day of December, 2026. 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 1st 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: Corn and Soybean rotation.
- 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.
- 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:

1. LESSEE shall cut, spray or otherwise control Canada thistles and other weeds in the areas adjacent to the Capital City Trail.

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 \$\$2,512.00 annually. Payments, in equal installments of \$1,256.00 are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 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 4561 Meadowview Road, Madison, WI 53711.

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 22 day of November, 20 22.

LESSEE

LESSOR

BY: 
Robert Uphoff, Member
UHB Family Farms, LLC

BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

BY:  member
Brian Uphoff, Member
UHB Family Farms, LLC

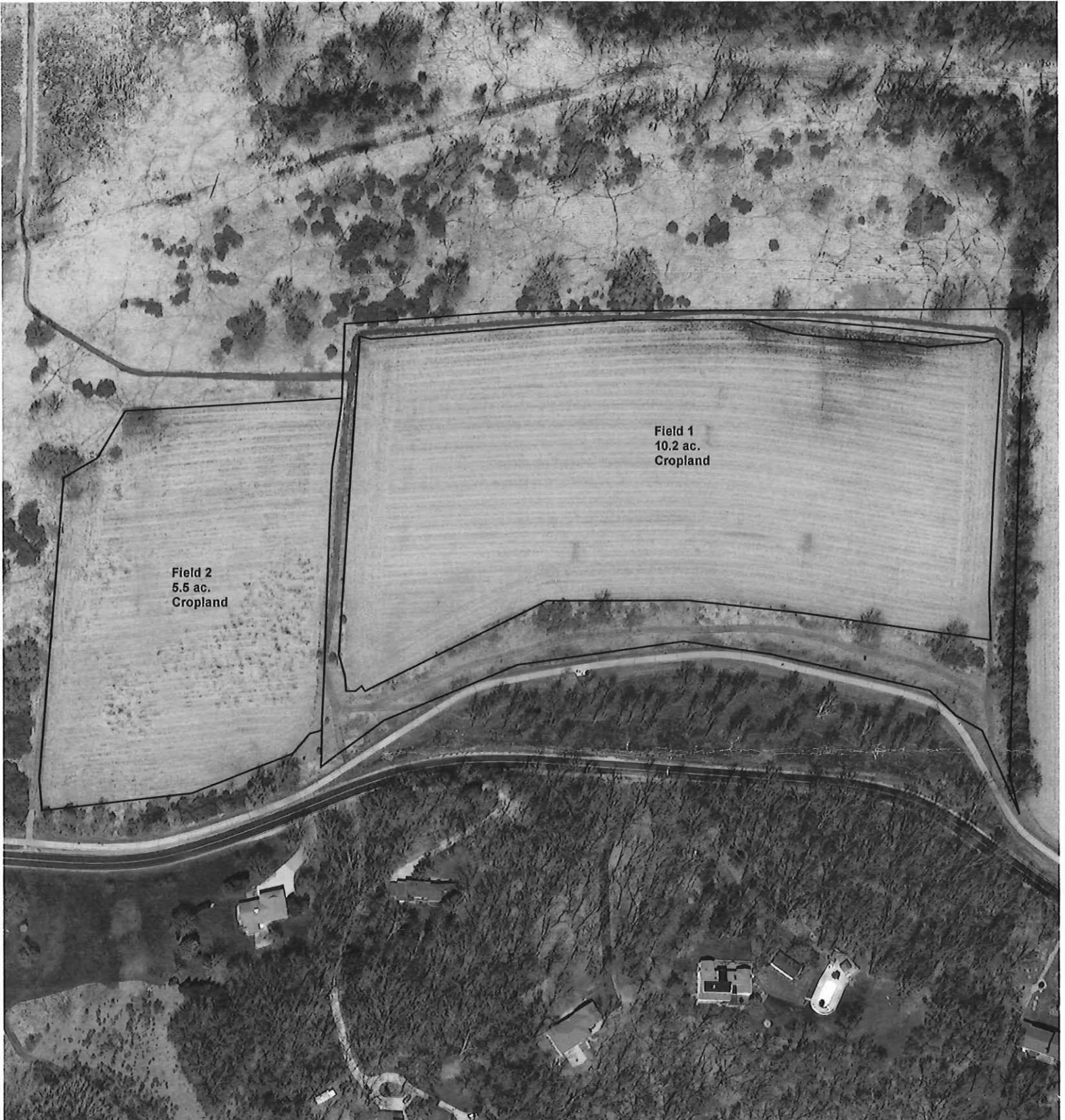
BY: _____
Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

Property: Lewis Nine Springs E-way
Owner: Dane County
Lessee: UHB Family Farms, LLC

Town: Fitchburg
Township/Range/Section
T06N, R09E, s.1

11/9/2022



Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	UHB Family Farms, LLC	MUNIS #	29042
Brief Contract Title/Description	4 year crop lease on approx. 37.2 acres in the Town of Blooming Grove at Lewis Nine Springs E-Way NRA.		
Contract Term	1/1/2023 - 12/31/2026		
Contract Amount	\$25,296		

Contract # Admin will assign	14921
Type of Contract	
<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	
Name	Sharene Smith	Name	Robert Uphoff
Phone #	608-575-4485	Phone #	608-222-7389
Email	smith.sharene@countyofdane.com	Email	rluphoff@aol.com
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<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) RFB/RFP # _____
	<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

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

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.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<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

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 12/5/22	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 6, 2022 8:19 AM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14921
Attachments: 14921.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret	Read: 12/6/2022 8:54 AM	Approve: 12/6/2022 11:50 AM
	Hidalgo, Carmen	Read: 12/6/2022 8:38 AM	Approve: 12/6/2022 8:45 AM
	Gault, David	Read: 12/6/2022 9:47 AM	Approve: 12/6/2022 9:47 AM
	Lowndes, Daniel	Read: 12/6/2022 11:47 AM	Approve: 12/6/2022 11:47 AM
	Stavn, Stephanie	Read: 12/6/2022 11:10 AM	
	Oby, Joe		

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

Contract #14921

Department: Land & Water Resources

Vendor: UHB Family Farms LLC

Contract Description: 4-year Crop Lease at Lewis Nine Springs E-Way NRA in the Town of Blooming Grove (Res 256)

Contract Term: 1/1/23 – 12/31/26

Contract Amount: \$25,296.00

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 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

- Lease with existing Lessee to continue organic farming for the next 4 years;
- \$4,100 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Cherokee Marsh Natural Resource Area

Section 13, Town of Westport, 19 acres

- Lease with existing Lessee to continue cropping grassland;
- Rent is \$1,292.00 per year for 4 years;
- Lessee: Jay Williamson

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Donald County Park

Section 29, Town of Springdale, 54.8 acres

- Lease with existing Lessee to continue cropping hay;
- Rent is \$6,466.40 per year for 4 years;
- Lessee: David Powell

Falk Wells Sugar River Wildlife Area

Section 3, Town of Montrose, 8.9 acres

- Lease with existing Lessee to continue cropping landlocked parcel;
- Rent is \$1,401.75 per year for 4 years;
- Lessee: Tom Sarbacker

Lewis Nine Springs E-Way

Section 1, City of Fitchburg, 15.7 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$2,512.00 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Section 31, Town of Blooming Grove, 37.2 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$6,324 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Lower Mud Lake Natural Resource Area

Section 14, Town of Dunn, 62.9 acres

- Lease with existing Lessee to continue organic farming;
- Rent is \$4,088.50 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Lussier County Park and Crystal Lake Wildlife Area

Sections 2 and 3, Town of Roxbury, 73.5 acres

- Lease with existing Lessee that includes additional lands that were previously owned by the county but encumbered by a life estate. Lease includes mowing at Lussier County Park for weed management, mowing hiking trails and snow plowing at the Park;
- Rent is \$7,280.60 per year for 4 years (cropland acres);
- Lessee: Neal Schoepp

Springfield Hill Natural Resource Area

Section 26, Town of Roxbury, 38 acres

- Lease with existing Lessee which includes maintenance of three grade stabilization structures.
- Rent is \$4,560 per year for 4 years;
- Lessee: Allan G. Breunig

Following are leases for 5 years, January 1, 2023 – December 31, 2027

Donald County Park

Section 28, Town of Springdale, 6.2 acres

- New lease with new Lessee to crop hay on landlocked field. Adjoining neighbor had the previous lease and will allow this new tenant to cross their land for cropping purposes.

- 105 - Rent is \$637.98 per year for 5 years.
106 - Lessee: Doug Syvrud
107

108 **Ice Age Reserve**

109 Section 13, Town of Cross Plains, 92.5 acres

- 110 - New lease with existing tenant to continue cropping for five years with a renewal
111 option for another 5 years at the same rate, terms and conditions to work on prairie
112 conversion. Lease includes mowing of grasslands and maintaining a grass buffer
113 along the southern border of the property.
114 - Rent is \$14,800 per year for 5 years;
115 - Lessee: Michael G. Coyle
116

117 **Donald County Park**

118 Section 28 & 29, Town of Springdale, 90 acres

- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
122 trail buffers and snow removal for public access to the Park.
123 - Rental schedule per year at \$140 per acre for years 2023-2025 and \$130 per acre
124 in years 2026-2027:
125 o 2023: \$12,754
126 o 2024: \$7,874
127 o 2025: \$7,874
128 o 2026: \$5,838
129 o 2027: \$5,838
130

131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

- 133 - Lease with existing Lessee that will phase out corn and require hay and grass in
134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC
137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund
144

145 Revenue from the above described leases is included in the 2022 Budget.
146

147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;
150

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

L E A S E

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

W I T N E S S E T H

WHEREAS LESSOR is the owner of certain real property known as Lewis Nine Springs E-Way Natural Resource Area and partially described as follows:

Part of the SW ¼ of Section 31, Township 7N, Range 10E, in the Town of Blooming Grove, Dane County, Wisconsin, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 37.2 acres of the above-described land (said 37.2 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:

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- c. All leased acres shall be managed to not exceed the phosphorus index (PI) as documented in the NMP.
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 - 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.
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- K. LESSEE agrees to provide the following additional services at the premises for public recreation or land management:

1. LESSEE shall cut, spray or otherwise control Canada thistles and other weeds in the areas adjacent to the Capital City Trail.

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 \$170.00 per acre per year, for a total of \$6,324.00 annually. Payments, in equal installments of \$3,162.00 are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 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 4561 Meadowview Road, Madison, WI 53711.

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.

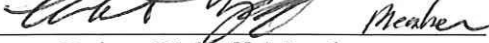
Section 21. TITLES FOR CONVENIENCE ONLY. The various headings and titles used as section headings herein are for convenience and ease of reference only and shall have no substantive effect whatsoever on the agreement of the parties.

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 22 day of November, 2022

LESSEE

LESSOR

BY:  Member
Robert Uphoff, Member
UHB Family Farms, LLC

BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

BY:  member
Brian Uphoff, Member
UHB Family Farms, LLC

BY: _____
Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

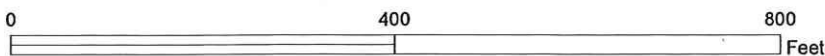
Property: Lewis Nine Springs E-way
Owner: Dane County
Operator: UHB Family Farms, LLC

Town: Blooming Grove
Township/Range/Section
T07N, R10E, s. 31

11/9/2022



Field 1
37.2 ac.
Cropland
HEL



Dane County Land & Water Resources Department
USDA Natural Resources Conservation Service
Digital orthophoto taken 2010.