

# Dane County Contract Cover Sheet

Res 264

Revised 01/2024

<b>Dept./Division</b>	LWRD / Admin		
<b>Vendor Name</b>	Gary R. Rattmann	<b>MUNIS #</b>	2858
<b>Brief Contract Title/Description</b>	2 year crop lease for approx. 45.3 acres at CamRock County Park in the Town of Christiana.		
<b>Contract Term</b>	1/1/2025 - 12/31/2026		
<b>Contract Amount</b>	\$11,778.00		

<b>Contract #</b> Admin will assign	15687
<b>Type of Contract</b>	
<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	
<b>Name</b>	Sharene Smith	<b>Name</b>	Gary Rattmann
<b>Phone #</b>	608-224-3761	<b>Phone #</b>	608-423-4584
<b>Email</b>	smith.sharene@danecounty.gov	<b>Email</b>	ratniktwo@yahoo.com
<b>Purchasing Officer</b>	Megan Roqan		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (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.

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	<b>Res #</b>	264
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		<b>Year</b>
	<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	
<b>Dept. Head / Authorized Designee</b>	
Smith, Sharene	<small>Digitally signed by Smith, Sharene Date: 2025.01.02 11:49:48 -06'00'</small>

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 1/4/25	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, January 6, 2025 1:01 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15687  
**Attachments:** 15687.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 1/6/2025 2:12 PM	Approve: 1/6/2025 2:12 PM
	Rogan, Megan	Read: 1/6/2025 2:00 PM	Approve: 1/6/2025 2:00 PM
	Gault, David	Read: 1/6/2025 3:22 PM	Approve: 1/6/2025 3:23 PM
	Cotillier, Joshua		Approve: 1/7/2025 1:02 PM
	Stavn, Stephanie	Read: 1/6/2025 2:27 PM	
	Oby, Joe		

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

Contract #15687  
Department: Land & Water Resources  
Vendor: Gary Rattmann  
Contract Description: 2yr crop lease at CamRock County Park (Res 264)  
Contract Term: 1/1/25 - 12/31/26  
Contract Amount: \$11,778.00

Thanks much,  
Michelle

*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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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**2024 RES-264**

**APPROVAL OF 2025 CROP LEASES ON COUNTY LAND**

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

Following is a 2 year lease, January 1, 2025 – December 31, 2026

**CamRock County Park**

Section 13, Town of Christiana, 45.3 acres;

- Lease with existing Lessee to continue cropping for 2 years. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,889.00 per year for 2 years
- Lessee: Gary R. Rattmann

Following is a lease for 3 years, January 1, 2025 – December 31, 2027

**Walking Iron County Park**

Section 8, Town of Mazomanie, 20.3 acres

- Lease with existing Lessee to continue cropping for 3 years;
- Rent is \$2,369.00 per year for 3 years;
- Lessee: Scott Evert and Dawn Evert

Following are leases for 4 years, January 1, 2025 – December 31, 2028

**Sheriff Training Center**

Section 2, Town of Westport, 77.8 acres

- Lease with existing Lessee to continue cropping for 4 years;
- Rent is \$23,205.00 per year for 4 years;
- Lessee: DMK Farms, LLC

**Sugar River Wildlife Area – Basco Unit**

Sections 11 and 14, Town of Montrose, 41.4 acres

- Lease with existing Lessee to continue cropping for 4 years; fields 3 and 4 in continuous hay. Lease includes mowing around buildings, trees and sign and Lessee has use of the outbuildings;
- Rent is \$6,210.00 per year for 4 years.
- Lessee: Doug Brown and Devin Brown

**Token Creek County Park**

Section 3, Town of Burke, 29.3 acres

- Lease with existing Lessee for 4 years;
- Rent is \$5,860.00 per year for 4 years;
- Lessee: Corey Kvalo

**Waakikižu Natural Resource Area**

Section 2, Town of Westport, 42.4 acres

- Lease with existing Lessee for corn and bean rotation. Lease includes mowing of perimeter trails and maintenance of waterways.
- Rent is \$10,176.00 per year for 4 years;
- Lessee: DMK Farms, LLC

Revenue from the above described leases is included in the 2025 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the

53 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts  
54 set forth above;

55

56 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department  
57 Director and the Real Estate Coordinator are authorized to act as the County's representative  
58 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 Gary R. Rattmann ("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 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 45.3 acres of the above-described land (said 45.3 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, 2025 and ending on the 31<sup>st</sup> day of December, 2026. LESSOR or LESSEE may terminate the lease without penalty at the end of any crop year.

**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 1<sup>st</sup> 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 cease use of neonicotinoid treated seed or other neonicotinoid pesticides on the premises by 2026.
  - a. Seed labels must be submitted to LWRD prior to planting each year.
- D. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE’s NMP: Corn and Soybean rotation.
- E. 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.
- F. 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.
- G. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- H. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- I. 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.
- J. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.

- K. 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.
- L. 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.
    - i. Do not use waterway as a field access road.
    - ii. Mow grasses to approximately 8 inches.
    - iii. Control weeds and invading brush.
    - iv. Inspect waterways frequently, especially after heavy rains. Fill and seed or add sod to small rills or gullies immediately upon noting damage. (Sod strips can be taken from nearby hay or pasture areas).
    - v. Protect waterways from grass herbicide application or run-off.
    - vi. Refrain from tilling the top edge of the waterway adjacent to the crop field.

**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 \$130.00 per acre per year, for a total of \$5,889.00 annually. Payments, in equal installments of \$2,944.50 are due and payable on the first day of March and the first day of June commencing March 1, 2025 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.

**Section 23. COPIES VALID.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business.

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 November, 2024.

LESSEE

LESSOR

BY: Gary R. Rattmann  
Gary R. Rattmann

BY: \_\_\_\_\_  
Melissa Agard  
COUNTY EXECUTIVE

BY: \_\_\_\_\_

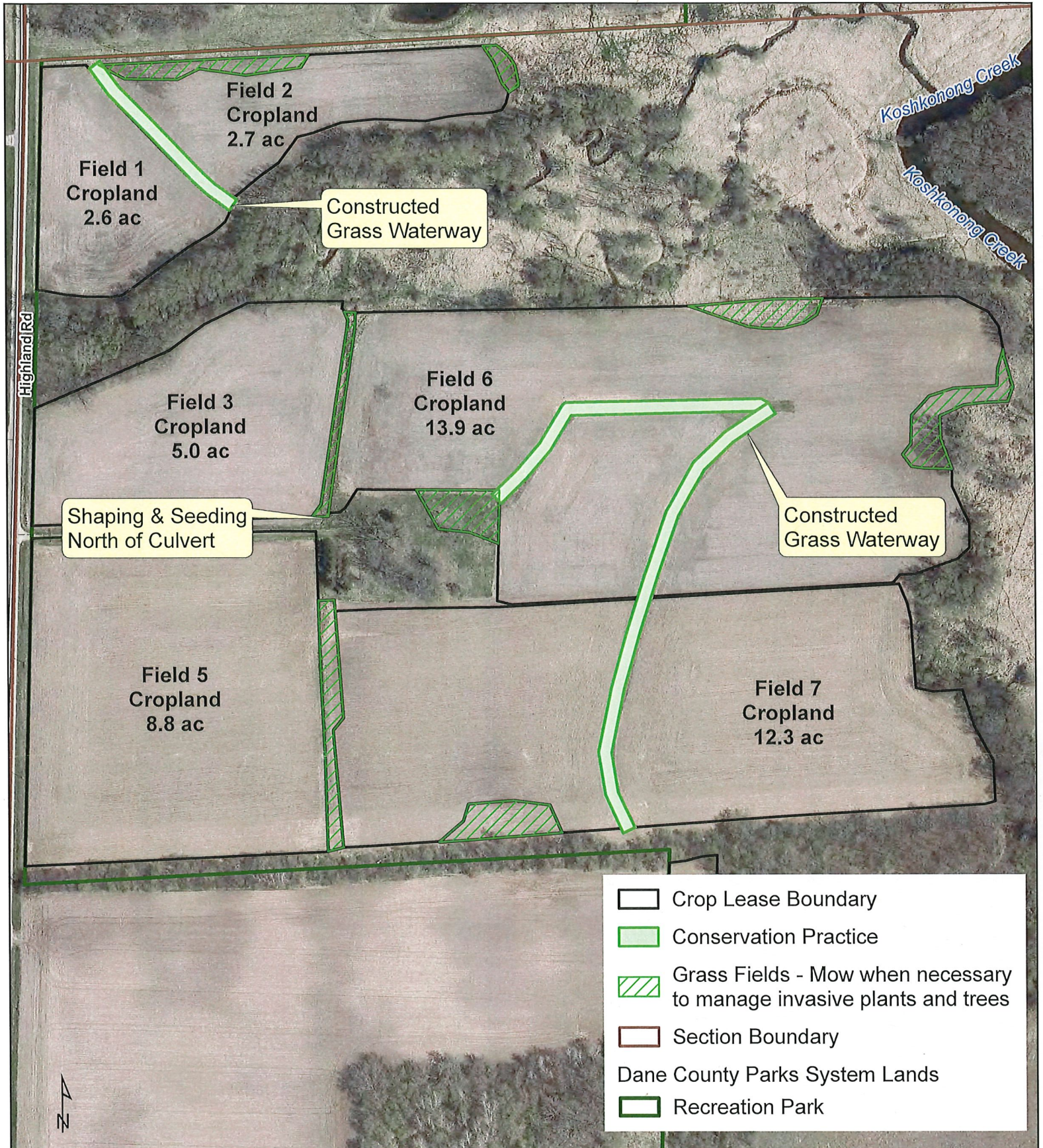
BY: \_\_\_\_\_  
Scott McDonell  
COUNTY CLERK

# Exhibit A, Dane County Lease Map

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

Town: Christiana  
Township/Range: 06N 12E  
Section: 13

Date: 11/15/2024



- Crop Lease Boundary
- Conservation Practice
- Grass Fields - Mow when necessary to manage invasive plants and trees
- Section Boundary
- Dane County Parks System Lands
- Recreation Park

0 500 1,000 Feet

# Dane County Contract Cover Sheet

Res 264

Revised 01/2024

<b>Dept./Division</b>	LWRD / Admin		
<b>Vendor Name</b>	Scott Evert and Dawn Evert	<b>MUNIS #</b>	6979
<b>Brief Contract Title/Description</b>	This is a 3 year crop lease for approx. 20.3 acres at Walking Iron County Park in the Town of Mazomanie.		
<b>Contract Term</b>	1/1/2025 - 12/31/2027		
<b>Contract Amount</b>	\$7,917.00		

<b>Contract #</b> Admin will assign	15688
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Department Contact Information		Vendor Contact Information	
<b>Name</b>	Sharene Smith	<b>Name</b>	Dawn Evert
<b>Phone #</b>	608-224-3761	<b>Phone #</b>	608-513-3525
<b>Email</b>	smith.sharene@danecounty.gov	<b>Email</b>	evert.farm53560@gmail.com
<b>Purchasing Officer</b>	Megan Roqan		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
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<b>Dept. Head / Authorized Designee</b>	
Smith, Sharene	Digitally signed by Smith, Sharene Date: 2025.01.02 11:56:54 -06'00'

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<b>Director of Administration</b>	<b>Corporation Counsel</b>

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<b>DOA:</b>	<b>Date In:</b> 1/6/25	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**Subject:** Contract #15688  
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<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
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	Rogan, Megan	Read: 1/6/2025 2:01 PM	Approve: 1/6/2025 2:01 PM
	Gault, David	Read: 1/6/2025 3:23 PM	Approve: 1/6/2025 3:25 PM
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	Stavn, Stephanie	Read: 1/6/2025 2:28 PM	
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Vendor: Scott Evert & Dawn Evert  
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Thanks much,  
Michelle

*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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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**2024 RES-264**

**APPROVAL OF 2025 CROP LEASES ON COUNTY LAND**

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

Following is a 2 year lease, January 1, 2025 – December 31, 2026

**CamRock County Park**

Section 13, Town of Christiana, 45.3 acres;

- Lease with existing Lessee to continue cropping for 2 years. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,889.00 per year for 2 years
- Lessee: Gary R. Rattmann

Following is a lease for 3 years, January 1, 2025 – December 31, 2027

**Walking Iron County Park**

Section 8, Town of Mazomanie, 20.3 acres

- Lease with existing Lessee to continue cropping for 3 years;
- Rent is \$2,369.00 per year for 3 years;
- Lessee: Scott Evert and Dawn Evert

Following are leases for 4 years, January 1, 2025 – December 31, 2028

**Sheriff Training Center**

Section 2, Town of Westport, 77.8 acres

- Lease with existing Lessee to continue cropping for 4 years;
- Rent is \$23,205.00 per year for 4 years;
- Lessee: DMK Farms, LLC

**Sugar River Wildlife Area – Basco Unit**

Sections 11 and 14, Town of Montrose, 41.4 acres

- Lease with existing Lessee to continue cropping for 4 years; fields 3 and 4 in continuous hay. Lease includes mowing around buildings, trees and sign and Lessee has use of the outbuildings;
- Rent is \$6,210.00 per year for 4 years.
- Lessee: Doug Brown and Devin Brown

**Token Creek County Park**

Section 3, Town of Burke, 29.3 acres

- Lease with existing Lessee for 4 years;
- Rent is \$5,860.00 per year for 4 years;
- Lessee: Corey Kvalo

**Waakikižu Natural Resource Area**

Section 2, Town of Westport, 42.4 acres

- Lease with existing Lessee for corn and bean rotation. Lease includes mowing of perimeter trails and maintenance of waterways.
- Rent is \$10,176.00 per year for 4 years;
- Lessee: DMK Farms, LLC

Revenue from the above described leases is included in the 2025 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the

53 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts  
54 set forth above;

55

56 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department  
57 Director and the Real Estate Coordinator are authorized to act as the County's representative  
58 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 Scott Evert and Dawn Evert (“LESSEE”).

### W I T N E S S E T H

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

Part of the West ½ of the Northeast ¼, Section 8, Town 8N, Range 6E, Town of Mazomanie; and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 20.3 acres of the above-described land (said 20.3 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 three (3) years, commencing as of the first day of January, 2025 and ending on the 31<sup>st</sup> day of December, 2027. 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 1<sup>st</sup> 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 cease use of neonicotinoid treated seed or other neonicotinoid pesticides on the premises by 2026.
  - a. Seed labels must be submitted to LWRD prior to planting each year.
- D. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP: Corn, Soybeans, Wheat
- E. 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.
- F. 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.
- G. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- H. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- I. 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.
- J. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- K. 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.



L. 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 \$130.00 per acre per year, for a total of \$2,639.00 annually. Payments, in equal installments of \$1,319.50 are due and payable on the first day of March and the first day of June commencing March 1, 2025 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 9515 State Road 19, Mazomanie, WI 53560.

**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.


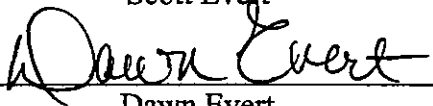
**Section 20. SIGNS NOT PERMITTED.** Except in designated areas, LESSEE shall not post signs or erect any signs of any kind upon the premises without the prior written consent of LESSOR.

**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.

**Section 22. COPIES VALID.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

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 16 day of December, 2024.

BY: 	BY: _____
LESSEE	LESSOR
Scott Evert	Melissa Agard
	COUNTY EXECUTIVE
BY: 	BY: _____
Dawn Evert	Scott McDonell
	COUNTY CLERK

# Exhibit A, Dane County Lease Map

Property: Walking Iron County Park  
Owner: Dane County  
Lessee: Scott & Dawn Evert



Town: Mazomanie  
Township/Range: 08N 06E  
Section: 8

Date: 10/10/2024



Field 1  
Cropland  
20.3 ac

Segebrecht Rd

-  Crop Lease Boundary
- Dane County Parks System Lands
-  Recreation Park

0 250 500 Feet

# Dane County Contract Cover Sheet

Res 264

Revised 01/2024

<b>Dept./Division</b>	LWRD / Admin		
<b>Vendor Name</b>	DMK Farms, LLC	<b>MUNIS #</b>	25248
<b>Brief Contract Title/Description</b>	This is a 4 year crop lease for approx. 77.8 acres at the Sheriff Training Center in the Town of Westport.		
<b>Contract Term</b>	1/1/2024 - 12/31/2028		
<b>Contract Amount</b>	\$92,820		

<b>Contract #</b> Admin will assign	15689
<b>Type of Contract</b>	
<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	
<b>Name</b>	Sharene Smith	<b>Name</b>	Don Kaltenberg
<b>Phone #</b>	608-224-3761	<b>Phone #</b>	608-316-5605
<b>Email</b>	smith.sharene@danecounty.gov	<b>Email</b>	donkaltenberg@icloud.com
<b>Purchasing Officer</b>	Megan Roqan		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (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.

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000		
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.	<b>Res #</b>	264
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b>	2024

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	
Smith, Sharene	Digitally signed by Smith, Sharene Date: 2025.01.02 12:07:18 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 1/6/25	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

---

**From:** Goldade, Michelle  
**Sent:** Monday, January 6, 2025 1:06 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15689  
**Attachments:** 15689.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 1/6/2025 2:12 PM	Approve: 1/6/2025 2:12 PM
	Rogan, Megan	Read: 1/6/2025 2:01 PM	Approve: 1/6/2025 2:01 PM
	Gault, David		Approve: 1/6/2025 3:27 PM
	Cotillier, Joshua		Approve: 1/7/2025 2:31 PM
	Stavn, Stephanie	Read: 1/6/2025 2:30 PM	
	Oby, Joe		

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

Contract #15689

Department: Land & Water Resources

Vendor: DMK Farms LLC

Contract Description: 4yr crop lease at Sheriff Law Enforcement Training Center (Res 264)

Contract Term: 1/1/25 - 12/31/28

Contract Amount: \$92,820.00

Thanks much,  
Michelle

*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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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**2024 RES-264**

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Following is a 2 year lease, January 1, 2025 – December 31, 2026

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Section 13, Town of Christiana, 45.3 acres;

- Lease with existing Lessee to continue cropping for 2 years. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,889.00 per year for 2 years
- Lessee: Gary R. Rattmann

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Section 2, Town of Westport, 77.8 acres

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56 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department  
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58 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 DMK Farms, LLC (“LESSEE”).

### W I T N E S S E T H

WHEREAS LESSOR is the owner of certain real property known as the Sheriff Training Center and partially described as follows:

Part of the SW1/4 of Section 2, Township 8N, Range 9E, Town of Westport, Dane County, Wisconsin, totaling approximately 160 acres; and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 77.8 acres of the above-described land (said 77.8 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, 2025 and ending on the 31<sup>st</sup> day of December, 2028. 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.

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- D. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP: Corn and Soybean rotation
- E. 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.
- F. 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.
- G. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- H. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- I. 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.
- J. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- K. 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.

L. 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 \$298.25 per acre per year, for a total of \$23,205.00 annually. Payments, in equal installments of \$11,602.50 are due and payable on the first day of March and the first day of June commencing March 1, 2025 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 DMK Farms, LLC, Attn: Don Kaltenberg, 5467 Easy Street, 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.

**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.

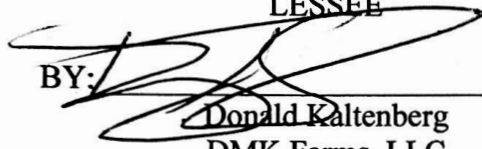
**Section 20. SIGNS NOT PERMITTED.** Except in designated areas, LESSEE shall not post signs or erect any signs of any kind upon the premises without the prior written consent of LESSOR.

**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.

**Section 22. COPIES VALID.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

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 30 day of December, 2024.

LESSEE  
BY:   
\_\_\_\_\_  
Donald Kaltenberg  
DMK Farms, LLC  
BY: \_\_\_\_\_

LESSOR  
BY: \_\_\_\_\_  
Melissa Agard  
COUNTY EXECUTIVE  
BY: \_\_\_\_\_  
Scott McDonell  
COUNTY CLERK

# Exhibit A, Dane County Lease Map

Property: Sheriff Training Site  
Owner: Dane County  
Lessee: DMK Farms

Town: Westport  
Township/Range: 08N 09E  
Section: 2

Date: 11/21/2024



# Dane County Contract Cover Sheet

Res 264

Revised 01/2024

<b>Dept./Division</b>	LWRD / Admin		
<b>Vendor Name</b>	Doug Brown and Devin Brown	<b>MUNIS #</b>	26312
<b>Brief Contract Title/Description</b>	This is a 4 year crop lease for approximately 41.4 acres at Sugar River Wildlife Area, Basco Unit in the Town of Montrose.		
<b>Contract Term</b>	1/1/2025 - 12/31/2028		
<b>Contract Amount</b>	\$24,840.00		

<b>Contract #</b> Admin will assign	15690
<b>Type of Contract</b>	
<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	
<b>Name</b>	Sharene Smith	<b>Name</b>	Doug Brown
<b>Phone #</b>	608-224-3761	<b>Phone #</b>	608-225-4324
<b>Email</b>	smith.sharene@danecounty.gov	<b>Email</b>	dougbrown4kids@aol.com
<b>Purchasing Officer</b>	Megan Roqan		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (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.

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	<b>Res #</b>	264
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		<b>Year</b>
	<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	
Smith, Sharene	Digitally signed by Smith, Sharene Date: 2025.01.02 12:15:21 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 1/6/25	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

---

**From:** Goldade, Michelle  
**Sent:** Monday, January 6, 2025 1:08 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15690  
**Attachments:** 15690.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 1/6/2025 2:12 PM	Approve: 1/6/2025 2:12 PM
	Rogan, Megan	Read: 1/6/2025 2:02 PM	Approve: 1/6/2025 2:02 PM
	Gault, David	Read: 1/6/2025 3:27 PM	Approve: 1/6/2025 3:29 PM
	Cotillier, Joshua		Approve: 1/7/2025 2:36 PM
	Stavn, Stephanie	Read: 1/6/2025 2:34 PM	
	Oby, Joe		

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

Contract #15690

Department: Land & Water Resources

Vendor: Doug Brown & Devin Brown

Contract Description: 4yr crop lease at Sugar River Wildlife Area, Basco Unit (Res 264)

Contract Term: 1/1/25 - 12/31/28

Contract Amount: \$24,840.00

Thanks much,  
Michelle

*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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.



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**2024 RES-264**

**APPROVAL OF 2025 CROP LEASES ON COUNTY LAND**

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

Following is a 2 year lease, January 1, 2025 – December 31, 2026

**CamRock County Park**

Section 13, Town of Christiana, 45.3 acres;

- Lease with existing Lessee to continue cropping for 2 years. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,889.00 per year for 2 years
- Lessee: Gary R. Rattmann

Following is a lease for 3 years, January 1, 2025 – December 31, 2027

**Walking Iron County Park**

Section 8, Town of Mazomanie, 20.3 acres

- Lease with existing Lessee to continue cropping for 3 years;
- Rent is \$2,369.00 per year for 3 years;
- Lessee: Scott Evert and Dawn Evert

Following are leases for 4 years, January 1, 2025 – December 31, 2028

**Sheriff Training Center**

Section 2, Town of Westport, 77.8 acres

- Lease with existing Lessee to continue cropping for 4 years;
- Rent is \$23,205.00 per year for 4 years;
- Lessee: DMK Farms, LLC

**Sugar River Wildlife Area – Basco Unit**

Sections 11 and 14, Town of Montrose, 41.4 acres

- Lease with existing Lessee to continue cropping for 4 years; fields 3 and 4 in continuous hay. Lease includes mowing around buildings, trees and sign and Lessee has use of the outbuildings;
- Rent is \$6,210.00 per year for 4 years.
- Lessee: Doug Brown and Devin Brown

**Token Creek County Park**

Section 3, Town of Burke, 29.3 acres

- Lease with existing Lessee for 4 years;
- Rent is \$5,860.00 per year for 4 years;
- Lessee: Corey Kvalo

**Waakikižu Natural Resource Area**

Section 2, Town of Westport, 42.4 acres

- Lease with existing Lessee for corn and bean rotation. Lease includes mowing of perimeter trails and maintenance of waterways.
- Rent is \$10,176.00 per year for 4 years;
- Lessee: DMK Farms, LLC

Revenue from the above described leases is included in the 2025 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the

53 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts  
54 set forth above;

55

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

**LEASE**

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

**WITNESSETH**

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

Part of the West ½ of the SW1/4 of Section 11 and part of the NW1/4 of Section 14, Township 5N, Range 8E, Town of Montrose, Dane County Wisconsin, totaling approximately 101 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 41.4 acres of the above-described land (said 41.4 acres hereinafter referred to as “the premises”) and two metal pole sheds 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, 2025 and ending on the 31<sup>st</sup> day of December, 2028. 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 1<sup>st</sup> 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 cease use of neonicotinoid treated seed or other neonicotinoid pesticides on the premises by 2026.
  1. Seed labels must be submitted to LWRD prior to planting each year.
- D. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE’s NMP:
  1. Fields 1 and 2: Corn and Soybean rotation
  2. Fields 3 and 4: One year of corn (no-till), followed by one year of soybeans (tillage) followed by continuous alfalfa/grass mix.
- E. 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.
- F. 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.
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- H. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- I. 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.

- J. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- K. 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.
- L. LESSEE agrees to provide the following additional services at the premises for public recreation or land management:
  - 1. Mow grass around the buildings, parking lot and sign and on both sides of the gravel drive at least every 30 days during the growing season.
  - 2. Mow grass around the trees and former buildings sites once in June and once in September. LESSEE may trim trees as needed for equipment access purposes.
  - 3. Mow and maintain 10-15 foot wide grass access strips between Field 3 and Field 4 for maintenance and public access to south grassland/stream area.
  - 4. Mow and maintain 66 foot wide grass buffer on west side of Field 1.
- M. LESSEE shall have use of the two metal buildings on the premises for equipment and crop storage. LESSOR reserves the right to inspect the buildings and their contents as any time.
  - 1. LESSEE may update and modify the buildings at its expense with prior County approval.
  - 2. LESSEE is responsible for any and all damage to the buildings and shall repair to LESSOR's satisfaction.
  - 3. LESSEE shall maintain both the exterior and interior of the buildings in an attractive state and shall not store equipment outside of the buildings.
  - 4. LESSEE shall not store chemicals, including herbicides, pesticides, cleaners, fertilizer, fuel or any other combustible materials without the County's permission.
  - 5. LESSEE shall not perform equipment repair inside the buildings.

**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.

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the next crop season. Acreage adjustments also may be made upon mutual agreement between LESSEE and LESSOR.

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**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.

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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.

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**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.

**Section 22. COPIES VALID.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

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 \_\_\_\_\_, 20\_\_\_\_\_.

LESSEE  
BY: Doug Brown  
Douglas Brown

BY: D. B.  
Devin Brown

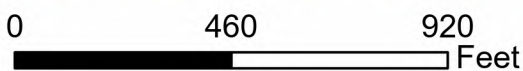
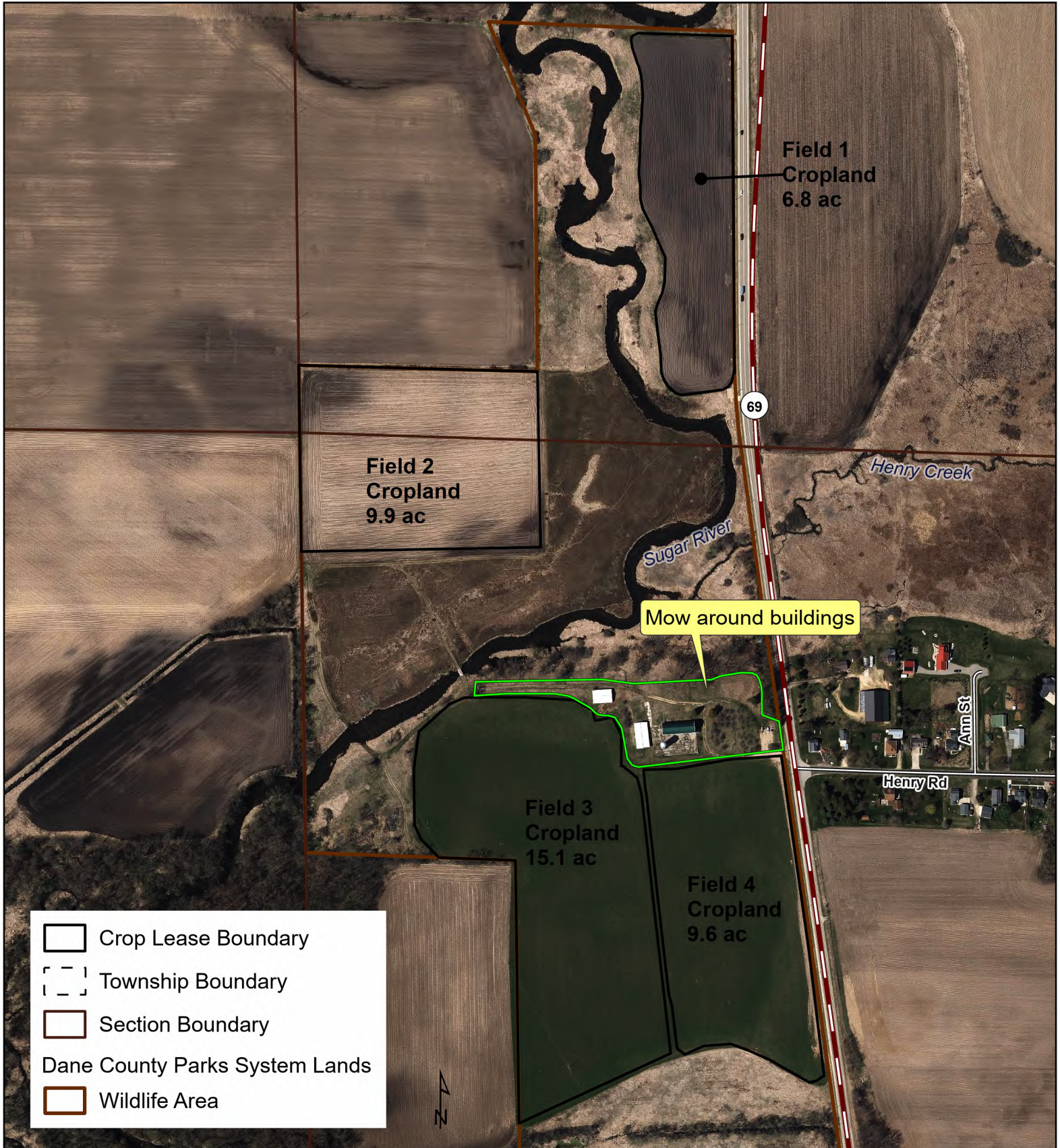
LESSOR  
BY: \_\_\_\_\_  
Melissa Agard  
COUNTY EXECUTIVE  
BY: \_\_\_\_\_  
Scott McDonell  
COUNTY CLERK

# Exhibit A, Dane County Lease Map

Property: Sugar River Wildlife  
Area - Basco Unit  
Owner: Dane County  
Lessee: Brown

Town: Montrose  
Township/Range: 05N 08E  
Sections: 11, 14

Date: 12/16/2024





# Dane County Contract Cover Sheet

Res 264

Revised 01/2024

<b>Dept./Division</b>	LWRD / Admin		
<b>Vendor Name</b>	Corey Kvalo	<b>MUNIS #</b>	1616
<b>Brief Contract Title/Description</b>	This is a 4 year crop lease for approximately 29.3 acres at Token Creek County Park in the Town of Burke.		
<b>Contract Term</b>	1/1/2025 - 12/31/2028		
<b>Contract Amount</b>	\$23,440.00		

<b>Contract #</b> Admin will assign	15691
<b>Type of Contract</b>	
<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	
<b>Name</b>	Sharene Smith	<b>Name</b>	Corey Kvalo
<b>Phone #</b>	608-224-3761	<b>Phone #</b>	608-977-1745
<b>Email</b>	smith.sharene@danecounty.gov	<b>Email</b>	ckvalo@gmail.com
<b>Purchasing Officer</b>	Megan Roqan		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (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.

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	<b>Res #</b>	264
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		<b>Year</b>
	<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	
Smith, Sharene	Digitally signed by Smith, Sharene Date: 2025.01.02 12:15:21 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 1/6/25	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

---

**From:** Goldade, Michelle  
**Sent:** Monday, January 6, 2025 1:14 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15691  
**Attachments:** 15691.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 1/6/2025 2:11 PM	Approve: 1/6/2025 2:12 PM
	Rogan, Megan	Read: 1/6/2025 2:02 PM	Approve: 1/6/2025 2:03 PM
	Gault, David	Read: 1/6/2025 3:29 PM	Approve: 1/6/2025 3:30 PM
	Cotillier, Joshua		Approve: 1/7/2025 2:44 PM
	Stavn, Stephanie	Read: 1/6/2025 2:35 PM	
	Oby, Joe		

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

Contract #15691  
Department: Land & Water Resources  
Vendor: Corey Kvalo  
Contract Description: 4yr crop lease at Token Creek County Park (Res 264)  
Contract Term: 1/1/25 - 12/31/28  
Contract Amount: \$23,440.00

Thanks much,  
Michelle

*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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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**2024 RES-264**

**APPROVAL OF 2025 CROP LEASES ON COUNTY LAND**

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

Following is a 2 year lease, January 1, 2025 – December 31, 2026

**CamRock County Park**

Section 13, Town of Christiana, 45.3 acres;

- Lease with existing Lessee to continue cropping for 2 years. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,889.00 per year for 2 years
- Lessee: Gary R. Rattmann

Following is a lease for 3 years, January 1, 2025 – December 31, 2027

**Walking Iron County Park**

Section 8, Town of Mazomanie, 20.3 acres

- Lease with existing Lessee to continue cropping for 3 years;
- Rent is \$2,369.00 per year for 3 years;
- Lessee: Scott Evert and Dawn Evert

Following are leases for 4 years, January 1, 2025 – December 31, 2028

**Sheriff Training Center**

Section 2, Town of Westport, 77.8 acres

- Lease with existing Lessee to continue cropping for 4 years;
- Rent is \$23,205.00 per year for 4 years;
- Lessee: DMK Farms, LLC

**Sugar River Wildlife Area – Basco Unit**

Sections 11 and 14, Town of Montrose, 41.4 acres

- Lease with existing Lessee to continue cropping for 4 years; fields 3 and 4 in continuous hay. Lease includes mowing around buildings, trees and sign and Lessee has use of the outbuildings;
- Rent is \$6,210.00 per year for 4 years.
- Lessee: Doug Brown and Devin Brown

**Token Creek County Park**

Section 3, Town of Burke, 29.3 acres

- Lease with existing Lessee for 4 years;
- Rent is \$5,860.00 per year for 4 years;
- Lessee: Corey Kvalo

**Waakikižu Natural Resource Area**

Section 2, Town of Westport, 42.4 acres

- Lease with existing Lessee for corn and bean rotation. Lease includes mowing of perimeter trails and maintenance of waterways.
- Rent is \$10,176.00 per year for 4 years;
- Lessee: DMK Farms, LLC

Revenue from the above described leases is included in the 2025 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the

53 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts  
54 set forth above;

55

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

## LEASE

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

### WITNESSETH

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

Part of the SW1/4 of Section 3, Township 8N, Range 10E, Town of Burke, Dane County, Wisconsin, totaling approximately 68 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 29.3 acres of the above-described land (said 29.3 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, 2025 and ending on the 31<sup>st</sup> day of December, 2028. 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 1<sup>st</sup> 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 cease use of neonicotinoid treated seed or other neonicotinoid pesticides on the premises by 2026.
  - a. Seed labels must be submitted to LWRD prior to planting each year.
- D. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP: Corn and soybean rotation.
- E. 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.
- F. 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.
- G. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- H. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- I. 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.
- J. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- K. 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.

L. 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 \$200.00 per acre per year, for a total of \$5,860.00 annually. Payments, in equal installments of \$2,930.00 are due and payable on the first day of March and the first day of June commencing March 1, 2025 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 Corey Kvalo, 3023 Castleton Crossing, Sun Prairie, WI 53590.

**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 22. COPIES VALID.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

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 \_\_\_\_\_, 20\_\_\_\_.

LESSEE

BY: Corey Kvalo  
Corey Kvalo

BY: \_\_\_\_\_

LESSOR

BY: \_\_\_\_\_  
Melissa Agard  
COUNTY EXECUTIVE

BY: \_\_\_\_\_  
Scott McDonell  
COUNTY CLERK

# Exhibit A, Dane County Lease Map

Property: Token Creek Natural Resource Area  
Owner: Dane County  
Lessee: Kvalo

Town: Burke  
Township/Range: 08N 10E  
Section: 3

Date: 11/20/2024



# Dane County Contract Cover Sheet

Res 264

Revised 01/2024

<b>Dept./Division</b>	LWRD / Admin		
<b>Vendor Name</b>	DMK Farms, LLC	<b>MUNIS #</b>	25248
<b>Brief Contract Title/Description</b>	This is a 4 year crop lease for approx. 42.4 acres at Waakikizu Natural Resource Area in the Town of Westport.		
<b>Contract Term</b>	1/1/2024 - 12/31/2028		
<b>Contract Amount</b>	\$40,704.00		

<b>Contract #</b> Admin will assign	15692
<b>Type of Contract</b>	
<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	
<b>Name</b>	Sharene Smith	<b>Name</b>	Don Kaltenberg
<b>Phone #</b>	608-224-3761	<b>Phone #</b>	608-316-5605
<b>Email</b>	smith.sharene@danecounty.gov	<b>Email</b>	donkaltenberg@icloud.com
<b>Purchasing Officer</b>	Megan Roqan		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (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.

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	<b>Res #</b>	264
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		<b>Year</b>
	<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	
Smith, Sharene	Digitally signed by Smith, Sharene Date: 2025.01.02 12:07:18 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 1/6/25	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, January 6, 2025 1:16 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15692  
**Attachments:** 15692.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 1/6/2025 2:11 PM	Approve: 1/6/2025 2:11 PM
	Rogan, Megan	Read: 1/6/2025 2:03 PM	Approve: 1/6/2025 2:03 PM
	Gault, David	Read: 1/6/2025 3:30 PM	Approve: 1/6/2025 3:31 PM
	Cotillier, Joshua		Approve: 1/7/2025 2:45 PM
	Stavn, Stephanie	Read: 1/6/2025 2:37 PM	
	Oby, Joe		

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

Contract #15692  
Department: Land & Water Resources  
Vendor: DMK Farm LLC  
Contract Description: 4yr crop lease at Waakikizu Natural Resource Area (Res 264)  
Contract Term: 1/1/25 - 12/31/28  
Contract Amount: \$40,704.00

Thanks much,  
Michelle

*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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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**2024 RES-264**

**APPROVAL OF 2025 CROP LEASES ON COUNTY LAND**

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

Following is a 2 year lease, January 1, 2025 – December 31, 2026

**CamRock County Park**

Section 13, Town of Christiana, 45.3 acres;

- Lease with existing Lessee to continue cropping for 2 years. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,889.00 per year for 2 years
- Lessee: Gary R. Rattmann

Following is a lease for 3 years, January 1, 2025 – December 31, 2027

**Walking Iron County Park**

Section 8, Town of Mazomanie, 20.3 acres

- Lease with existing Lessee to continue cropping for 3 years;
- Rent is \$2,369.00 per year for 3 years;
- Lessee: Scott Evert and Dawn Evert

Following are leases for 4 years, January 1, 2025 – December 31, 2028

**Sheriff Training Center**

Section 2, Town of Westport, 77.8 acres

- Lease with existing Lessee to continue cropping for 4 years;
- Rent is \$23,205.00 per year for 4 years;
- Lessee: DMK Farms, LLC

**Sugar River Wildlife Area – Basco Unit**

Sections 11 and 14, Town of Montrose, 41.4 acres

- Lease with existing Lessee to continue cropping for 4 years; fields 3 and 4 in continuous hay. Lease includes mowing around buildings, trees and sign and Lessee has use of the outbuildings;
- Rent is \$6,210.00 per year for 4 years.
- Lessee: Doug Brown and Devin Brown

**Token Creek County Park**

Section 3, Town of Burke, 29.3 acres

- Lease with existing Lessee for 4 years;
- Rent is \$5,860.00 per year for 4 years;
- Lessee: Corey Kvalo

**Waakikižu Natural Resource Area**

Section 2, Town of Westport, 42.4 acres

- Lease with existing Lessee for corn and bean rotation. Lease includes mowing of perimeter trails and maintenance of waterways.
- Rent is \$10,176.00 per year for 4 years;
- Lessee: DMK Farms, LLC

Revenue from the above described leases is included in the 2025 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the

53 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts  
54 set forth above;

55

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

## LEASE

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

### WITNESSETH

WHEREAS LESSOR is the owner of certain real property known as Waakikižu Natural Resource Area and partially described as follows:

Part of the E1/2 of Section 16, Township 8N, Rang 9E, Town of Westport, Dane County, Wisconsin, totaling approximately 206 acres; and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 42.4 acres of the above-described land (said 42.4 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, 2025 and ending on the 31<sup>st</sup> day of December, 2028. 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 1<sup>st</sup> 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 cease use of neonicotinoid treated seed or other neonicotinoid pesticides on the premises by 2026.
  1. Seed labels must be submitted to LWRD prior to planting each year.
- D. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP: Corn and Soybean rotation
- E. 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.
- F. 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.
- G. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- H. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- I. 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.
- J. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- K. 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.



- L. LESSEE agrees to provide the following additional services at the premises for public recreation or land management:
1. LESSEE shall mow perimeter trails around fields as shown on Exhibit A.
  2. LESSEE shall plant and harvest Field 7A in 2026 at no charge to LESSEE.
  3. LESSEE shall maintain the grassed waterways as shown on Exhibit A according to the following:
    - a. Mow grasses to approximately 8 inches.
    - b. Control weeds and invading brush.
    - c. Protect waterways from grass herbicide application or run-off.
    - d. Do not use waterway as a field access road.
    - e. Inspect waterways after heavy rains. If damages, fill and seed or add sod to gullies.

**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 \$240.00 per acre per year, for a total of \$10,176.00 annually. Payments, in equal installments of \$5,088.00 are due and payable on the first day of March and the first day of June commencing March 1, 2025 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 DMK Farms, LLC, Attn: Don Kaltenberg, 5439 Easy Street, 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.

**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.

**Section 22. COPIES VALID.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

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 30 day of December, 2024.

LESSEE  
BY:  \_\_\_\_\_  
Donald Kaltenberg  
OMK Farms, LLC

LESSOR  
BY: \_\_\_\_\_  
Melissa Agard  
COUNTY EXECUTIVE

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Scott McDonell  
COUNTY CLERK

# Exhibit A, Dane County Lease Map

Property: Waakikizu Natural Resource Area  
 Owner: Dane County  
 Lessee: DMK Farms, LLC

Town: Westport  
 Township/Range: 08N 09E  
 Section: 216

Date: 11/21/2024



- Crop Lease Boundary
- Grass Areas - Mow perimeter trail
- Conservation Practice
- Dane County Parks System Lands
- Natural Resource Area
- Township Boundary
- Section Boundary
- \*Water and Sediment Control Basin

