

Res 463

Dane County Contract Cover Sheet

Dept./Division	LWRD / Parks
Vendor Name	White Gold Dairy, LLC
Vendor MUNIS #	14168
Brief Contract Title/Description	This is a 4 year crop lease for approximately 42.8 acres at at Yahara Heights County Park in the Town of Wesport.
Contract Term	1/1/2020 - 12/31/2023
Total Contract Amount	\$ 56,068

Contract # <small>Admin will assign</small>	13924
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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

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

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.			Res #
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.			Year
			463	2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	2/4/20		
aw	Controller		2/5/20	
Cog	Purchasing	2/5/2020	2/5/2020	
J	Corporation Counsel	2/6/2020	2/6/2020	
al	Risk Management	2/5/2020	2/5/2020	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	White Gold Dairy, LLC
Phone #	608-224-3761	Phone #	608-212-4288
Email	smith.sharene@countyofdane.com	Email	richwmaier@gmail.com
Address	5201 Fen Oak Dr., 208 Madison, WI 53718	Address	6200 Maier Road Waunakee, WI 53597

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		2/3/20
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

APPROVE NEW CROP LEASES ON COUNTY LAND

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

Following is a lease for 4 years, January 1, 2020 – December 31, 2023

Yahara Heights County Park

Section 22, Town of Westport; 42.8 acres

- New Lease includes maintenance of grassed waterway;
- \$14,017.00 per year for 4 years;
- Lessee: White Gold Dairy, LLC

Following is a lease for 4 years, January 1, 2020 - December 31, 2023

Walking Iron County Park

Section 8, Town of Mazomanie; 130.7 acres

- New Lease with required soybean crop rotations in preparation for prairie restoration and required grass maintenance and cutting;
- \$16,599.00 per year for 4 years;
- Lessee: DMK Farms, LLC

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

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

Be It Finally Resolved that the Land & Water Resources Department Director and/or Real Estate Coordinator be authorized to act as the County's representative in administering the leases.

L E A S E

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

W I T N E S S E T H

WHEREAS LESSOR is the owner of certain real property known as Yahara Heights County Park, which is partially described as follows:

Part of the E 1/2 of Section 22 and part of the W 1/2 of Section 23, T8N, R9E, Town of Westport, Dane County, Wisconsin totaling approximately 83 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 42.8 acres of land within the above-described property (said 42.8 acres hereinafter referred to as "the Premises") and which are more particularly shown on the attached Conservation Plan Map;

THEREFORE, in consideration of the above conditions and the mutual covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree as follows:

Section 1. TERM. LESSOR does hereby demise and lease the Premises to LESSEE for a term of four (4) years, commencing as of the first day of January, 2020 and ending on the 31st day of December, 2023 unless terminated earlier as provided for herein.

Section 2. PUBLIC ACCESS TO PREMISES. LESSOR may provide public access to all or a portion of the Premises. Public access may include, without limitation, recreational use, areas for the parking of vehicles, trails for pedestrian ingress and egress, and fencing and gating of such areas and trails. To the extent such access prevents or substantially interferes with LESSEE'S use of a portion of the Premises for agricultural purposes, LESSOR shall reduce the number of acres under the Lease, and the rent shall be reduced accordingly.

Section 3. INTENDED USE AND PROVISIONS. The intended uses and sole permitted uses of the Premises by the LESSEE are as agricultural cropland, hay land, native vegetation establishment, and wildlife species habitat.

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

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

LESSEE shall also submit to LWRD by June 1, 2020 a Nutrient Management Plan developed according to the USDA Natural Resource Conservation Service standards and specifications. LESSOR shall approve the Nutrient Management Plan prior to implementation. LESSEE shall confer with LWRD on land management issues or changes in land practices.

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

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

Manure may only be applied by a low-disturbance vertical manure injection system, and then only if approved in the Nutrient Management Plan. The amount of manure applied will be based on the University of Wisconsin fertilizer recommendation for the current crop. Spreading manure on snow covered or frozen ground is strictly prohibited.

LESSEE shall cut, spray or otherwise control Canada thistles before they go to seed and cut or control weeds in lots and along roadsides whenever necessary to prevent reseeding.

Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR, except as follows: box elder, buckthorn, and invasives may be trimmed or cut anytime. Oaks may only be trimmed between October 1 and March 31.

LESSEE shall not store automobiles, trucks, tractors or bulk fuel on the leased Premises or otherwise violate restrictions of LESSOR's insurance contract or local ordinances.

It is the responsibility of the LESSEE to comply with the obligations set forth in the Lease. LESSEE shall obtain or request from LWRD copies of referenced documents as necessary.

LESSEE shall not encroach onto adjacent LESSOR or private property.

Section 5. SECURITY OF PREMISES. LESSEE shall be solely responsible for security for the Premises, including all personal property, 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 to any person or property 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 \$327.50 per acre per year, for

a total of \$14,017.00 annually. Payments, in equal installments of \$7,008.50 are due and payable on the first day of March and the first day of June commencing March 1, 2020 and continuing for the duration of the Lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Real Estate Coordinator, 5201 Fen Oak Drive, Madison, WI 53718. Time is of the essence with respect to rental payments. Failure to make timely rental payments may result in termination of the Lease and may also impact LESSEE's ability to secure future leases

Section 8. ADJUSTMENTS. There shall be no rental rate adjustments during the term of the Lease. LESSEE agrees that LESSOR may reduce the number of acres under the Lease upon 30 days' written notice to LESSEE.

Acreage adjustments may be made upon mutual written agreement between LESSEE and LESSOR.

Section 9. NOTICES. All payments and notices required to be sent under this Lease shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Lease, 5201 Fen Oak Drive, Madison, WI 53718. Notices to LESSEE shall be sent to White Gold Dairy, LLC, 6200 Maier Road, Waunakee, WI 53597.

Section 10. NO SUBLET, ASSIGNMENT, RENEWAL. There shall be no sublet, assignment or automatic renewal of this Lease unless consented to in writing by LESSOR.

Section 11. CONDITION OF PREMISES. LESSEE has inspected the Premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the Premises in its present condition and to deliver the same in as good a condition at the termination of this Lease. In its use of the Premises, LESSEE shall follow the Soil Conservation Plan for the Premises and to follow those practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, grass waterways and terraces and shall refrain from any operation that will injure them.

Grassed Waterway Maintenance Agreement itemizing operations required to maintain grass waterways is attached as Addendum A and made part of this lease.

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, regulations and plans of any governmental agency having authority or jurisdiction over the Premises or farming practices.

If LESSEE shall fail to fulfill in timely and proper manner its obligations under this Lease, including timely payment of rent, LESSOR shall have the right to terminate this Lease as described below.

Violation of any provision of this Lease shall constitute grounds for termination of the Lease by LESSOR upon thirty (30) days' advance written notice containing the reasons for the termination.

In the event of termination, rent already paid for future use of the Premises shall be returned to LESSEE on a prorated basis.

Either LESSOR or LESSEE may terminate this Lease without penalty at the end of any crop year upon written notice.

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 to LESSOR for any 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 Lease 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, Parks Director or Real Estate Coordinator, Dane County Land & Water Resources Department, 5201 Fen Oak Drive, Madison, WI 53718.

Section 17. NONDISCRIMINATION. During the term of this lease, LESSOR and LESSEE agree, in accordance with Chapter 19 of the Dane County Code of Ordinances, not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a tenant or applicant for tenancy, a customer, an employee or an applicant for employment. Such equal opportunity shall include but not be limited to the following: renting, leasing, employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable by state or federal law.

Section 18. EQUAL OPPORTUNITY EMPLOYER AND LANDLORD. LESSOR and LESSEE shall, in all solicitations for employment or tenancy placed on either's behalf, state that LESSOR or LESSEE is an "Equal Opportunity Employer" and complies with the Federal Fair Housing Act of 1968.

Section 19. AFFIRMATIVE ACTION. Contracts estimated to be Ten Thousand Dollars (\$10,000) or more require the submission of a written affirmative action plan. Within fifteen (15) days after the award of the contract, the plan shall be submitted for approval to LESSEE. LESSEES 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 as approved by LWRD, LESSEE shall not post signs or erect any signs of any kind upon the Premises without the prior written consent of LESSOR.

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

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

LESSOR:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

LESSEE:



Rich Maier
Member, White Gold Dairy LLC

1/7/2020

Date

ADDENDUM A
GRASSED WATERWAY
OPERATIONS AND MAINTENANCE PLAN

LESSEE agrees to the following for the duration the lease with Dane County:

- 1) Do not use waterway as a field access road.
- 2) Mow grasses to approximately 8 inches.
- 3) Control weeds and invading brush.
- 4) 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).
- 5) Protect waterways from grass herbicide application or run-off.
- 6) Refrain from tilling the top edge of the waterway adjacent to the crop field.

Lessee Initials: RM Date: 1/7/2020

Conservation Plan Map

Owner: Dane County- Yahara Heights Township(s): Westport
Operator: White Gold Dairy Sections(s): 22 & 23
Tract(s): 1296

Completed by: Lambert
Phone: (608) 224-3730
Date: 1-2-20

