

Dane County Contract Cover Sheet

Dept./Division	Land & Water Resources
Vendor Name	Friends of Silverwood Park, Inc.
Vendor MUNIS #	24920
Brief Contract Title/Description	Crop lease for organic transition.
Contract Term	Seven years (2018-2024)
Total Contract Amount	\$ 0

Contract # <small>Admin will assign</small>	13343
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	POS
<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"/> Under \$10,000 – Best Judgment (1 quote required)	
	<input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)	
	<input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)	
	<input type="checkbox"/> Bid Waiver – 35,000 or above (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
			\$ 3176
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 coversheet.		
	<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 #	399
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.	Year	2017

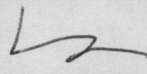
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>Mr</i>	Received by DOA	3/28/18		
<i>cu</i>	Controller		3/29/18	
<i>Cag</i>	Purchasing	3/29/18	3/29/18	
<i>ll</i>	Corporation Counsel	3/29/18	3/29/18	
<i>sl</i>	Risk Management	3/29/18	4/2/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Gaylord Plummer	Name	Kyle Richmond
Phone #	608-224-3760	Phone #	
Email	plummer@countyofdane.com	Email	kylerrichmond@yahoo.com
Address	5201 Fen Oak Drive #208 Madison WI 53718	Address	621 Emerson Street Madison WI 53715

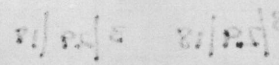
Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Coversheet Signatures

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		3/27/16
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	
		

LEASE

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

WITNESSETH

WHEREAS LESSOR is the owner of certain real property partially described as follows:

SW ¼, Section 13, T05N R12E

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 38 acres of land within the above-described property (said 38 acres hereinafter referred to as "the Premises") and which are more particularly shown on the attached Addendum 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 seven (7) years, commencing as of the first day of January, 2018 and ending on the 31st day of December, 2024 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, 2018.

LESSEE shall also submit to LWRD by June 1, 2018 a Nutrient Management Plan developed according to the USDA Natural Resource Conservation Service standards and

Section 7. RENTAL PAYMENTS. In consideration of LESSOR's agreement to lease the Premises, LESSEE agrees to pay as rent the amount of \$0 per acre per year, for a total of \$0 annually. In lieu of a rental payment, the LESSEE shall submit an annual report to LESSOR by February 1st of the following year that details the following:

- What was planted
- Accomplishments
- Programming
- Itemized budget of revenues and expenditures related to Premises
- Other relevant information, including any issues or concerns.
- Plans for upcoming year

All revenues associated with the Premises must be accounted for and spent at Silverwood County Park. Failure to submit annual report and budget by February 1st of each year may be grounds for termination of the lease (the first report will be due February 1, 2019).

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 Friends of Silverwood, PO Box 304 Edgerton, WI 53534.

Section 10. NO SUBLET, ASSIGNMENT, RENEWAL. There shall be no sublet, assignment or automatic renewal of this Lease except that LESSEE may sublease to one farmer or entity with the purpose of transitioning the Premises to organic production and initial implementation of permaculture installations and agricultural programming.

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.

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,

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.

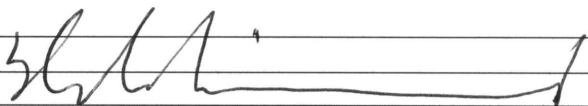
Section 19. AFFIRMATIVE ACTION. Contracts estimated to be Ten Thousand Dollars (\$10,000) or more require the submission of a written affirmative action plan. Within fifteen (15) days after the award of the contract, the plan shall be submitted for approval to LESSEE. LESSEES with an annual work force 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, County Executive	Date
Scott McDonell, County Clerk	Date

LESSEE:	
	
Kyle R. Richmond, President, Board of Directors	March 8, 2018
Friends of Silverwood Park, Inc.	Date
	Date

Addendum A

 Leased Premises



0 0.0150.03 0.06 0.09 0.12 Miles

