

Res 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>Land &amp; Water Resources</b>		CONTRACT/ADDENDUM #: <u>12712</u>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract <input type="checkbox"/> Addendum <input type="checkbox"/>	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: <u>1/1/2016</u> To: <u>12/31/2020</u>		<input type="checkbox"/> POS <input type="checkbox"/> Co Lesse <input checked="" type="checkbox"/> Co Lessor <input type="checkbox"/> Intergovernmental <input type="checkbox"/> Purchase of Property <input type="checkbox"/> Property Sale <input type="checkbox"/> Other:	
4. Amount of Contract or Addendum <b>\$1,944.00</b>			
5. Purpose: The attached contract is a five-year lease for 10.8 acres of grassland at Donald County Park in the Town of Springdale.			
6. Vendor or Funding Source: <b>David Powell</b>			
7. MUNIS Vendor Code: <b>12061</b>			
8. Bid/RFP Number: <b>115126</b>			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. <u>LWRPKOP 84245</u>		Amount \$ <u>1,944.00</u>	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015-Res-475</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval <u>Kevin Connor</u>			

### CONTRACT REVIEW/APPROVALS

### VENDOR

Initials	Ftnt	Date In	Date Out
<u>MP</u> Received	_____	<u>2-23-16</u>	_____
<u>MP</u> Controller	_____	_____	<u>2/26/16</u>
<u>MP</u> Corporation Counsel	_____	<u>2-26-16</u>	<u>2/29/16</u>
<u>MP</u> Risk Management	_____	<u>2/24/16</u>	<u>2/26/16</u>
_____ ADA Coordinator	_____	_____	_____
<u>MP</u> Purchasing Agent	_____	_____	<u>2/26/16</u>
_____ County Executive	_____	_____	_____

Vendor Name & Address	
David Powell 2435 State Hwy 92 Mount Horeb WI 53572	
Contact Person	
David Powell	
Phone No.	
(608) 444-5693	
E-mail Address	
powellmary70@yahoo.com	

### Footnotes:

1. \_\_\_\_\_

2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>Gaylord Plummer</u>	Dept.: <u>Land &amp; Water Resources</u>
Phone: <u>608-224-3760</u>	Mail Address: <u>5201 Fen Oak Court #208</u>
E-mail: <u>plummer@countyofdane.com</u>	<u>Madison, WI 53718</u>

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: February 16, 2016 Signed: \_\_\_\_\_  
 Telephone Number: (608) 224-3760 Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

12712

**LEASE**

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

**WITNESSETH**

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

Part of the S 1/2 of Section 29 and part of the SW 1/4 of Section 28, T6N R7E, Town of Springdale, Dane County, Wisconsin totaling approximately 180 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 10.8 acres of the above-described land (said 10.8 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached Conservation Plan Maps;

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 five (5) years, commencing as of the first day of January, 2016 and ending on the 31<sup>st</sup> day of December, 2020. 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 continuous grass and hay, native vegetation establishment, and wildlife species habitat.

**Section 4. LESSEE OBLIGATIONS.** Throughout the term of this lease, LESSEE shall maintain and operate according to the Conservation Plan developed by the Dane County Land & Water Resources Department (LWRD), which is accepted by acceptance of this lease.

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, 2016.

LESSEE shall also submit to LWRD by June 1, 2016 a nutrient management plan developed according to the USDA Natural Resource Conservation Service standards and specifications. 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. Spreading manure on snow covered or frozen ground is strictly prohibited.

Crop rotation is to be determined by the conservation plan.

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.

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

**Section 5. SECURITY OF PREMISES.** LESSEE shall be solely responsible for security for the premises and shall indemnify, defend and hold harmless LESSOR from any and all damages, losses and expenses LESSOR may suffer as a result of any litigation or claim for injuries suffered by any person or persons occurring as a result of alleged lack of security for the premises.

**Section 6. NO MUTUAL INDEMNIFICATION.** Each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions, including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent the amount of \$45.00 per acre per year, for a total of \$486.00 annually. Payment for the first year of the lease shall be made in one full installment of \$486.00 on June 1, 2016. Payments, in equal installments of \$243.00 are due and payable on the first day of March and the first day of June commencing March 1, 2017 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to 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 with notice to LESSEE.

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

**Section 9. NOTICES.** All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Lease, 5201 Fen Oak Drive, Madison, WI 53718. Notices to LESSEE shall be sent to David Powell, 2435 State Hwy 92, Mount Horeb WI 53572.

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

**Section 11. CONDITION OF PREMISES.** LESSEE has inspected the premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to

maintain the premises in their present condition and to deliver the same in as good a condition at the termination of this lease. In its use of the premises, LESSEE shall follow 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 and regulations of any agency of government having authority or jurisdiction over the premises.

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

Violation of any provision of this section shall constitute grounds for termination of this lease by LESSOR on thirty (30) days' advance written notice containing the reasons for the termination. In the event of cancellation, rent already paid shall be returned to LESSEE on a prorated basis. LESSOR or LESSEE may terminate this lease without penalty at the end of any crop year.

**Section 13. END OF TERM SURRENDER OF PREMISES.** LESSEE shall peaceably surrender the premises at the end of the term of this lease and shall pay reasonable attorney fees for LESSOR in default of such obligation.

**Section 14. EXCLUDED ACREAGE.** Adjoining lands of LESSOR are not included in this lease.

**Section 15. INSURANCE.** LESSEE shall at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance and automobile liability insurance in the amounts of at least \$500,000. LESSEE shall also insure or otherwise protect itself against losses by fire, theft, or other cause of any personal property of LESSEE, its agents, employees or officers which is located on the demised premises. As evidence of this coverage, LESSEE shall furnish to LESSOR a certificate of insurance naming LESSOR as an additional insured.

**Section 16. LESSOR'S AUTHORIZED AGENT.** All written authorizations on the part of LESSOR necessitated by this agreement or requested by LESSEE shall be made only by the Director or Deputy Director, Dane County Land & Water Resources Department, 5201 Fen Oak Drive, Madison, WI 53718.

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

**Section 18. EQUAL OPPORTUNITY EMPLOYER AND LANDLORD.** LESSOR and LESSEE shall, in all solicitations for employment or tenancy placed on either's behalf, state that

LESSOR or LESSEE is an "Equal Opportunity Employer" and complies with the Federal Fair Housing Act of 1968.

**Section 19. AFFIRMATIVE ACTION.** Contracts estimated to be Ten Thousand Dollars (\$10,000) or more require the submission of a written affirmative action plan. Within fifteen (15) days after the award of the contract, the plan shall be submitted for approval to LESSEE. Landlords with an annual work force of fewer than ten (10) employees are exempted from this requirement.

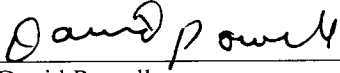
**Section 20. SIGNS NOT PERMITTED.** Except in designated areas, LESSEE shall not post signs or erect any signs of any kind upon the premises without the prior written consent of LESSOR.

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**LESSEE**

  
\_\_\_\_\_  
David Powell

**LESSOR**

BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

BY: \_\_\_\_\_  
Scott McDonnell  
COUNTY CLERK

# Conservation Plan Map

Owner: Dane County - Donald Park  
Operator:

Township(s): Springdale  
Sections(s): 29  
Tract(s): 13834

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 10-28-15



0 400 Feet

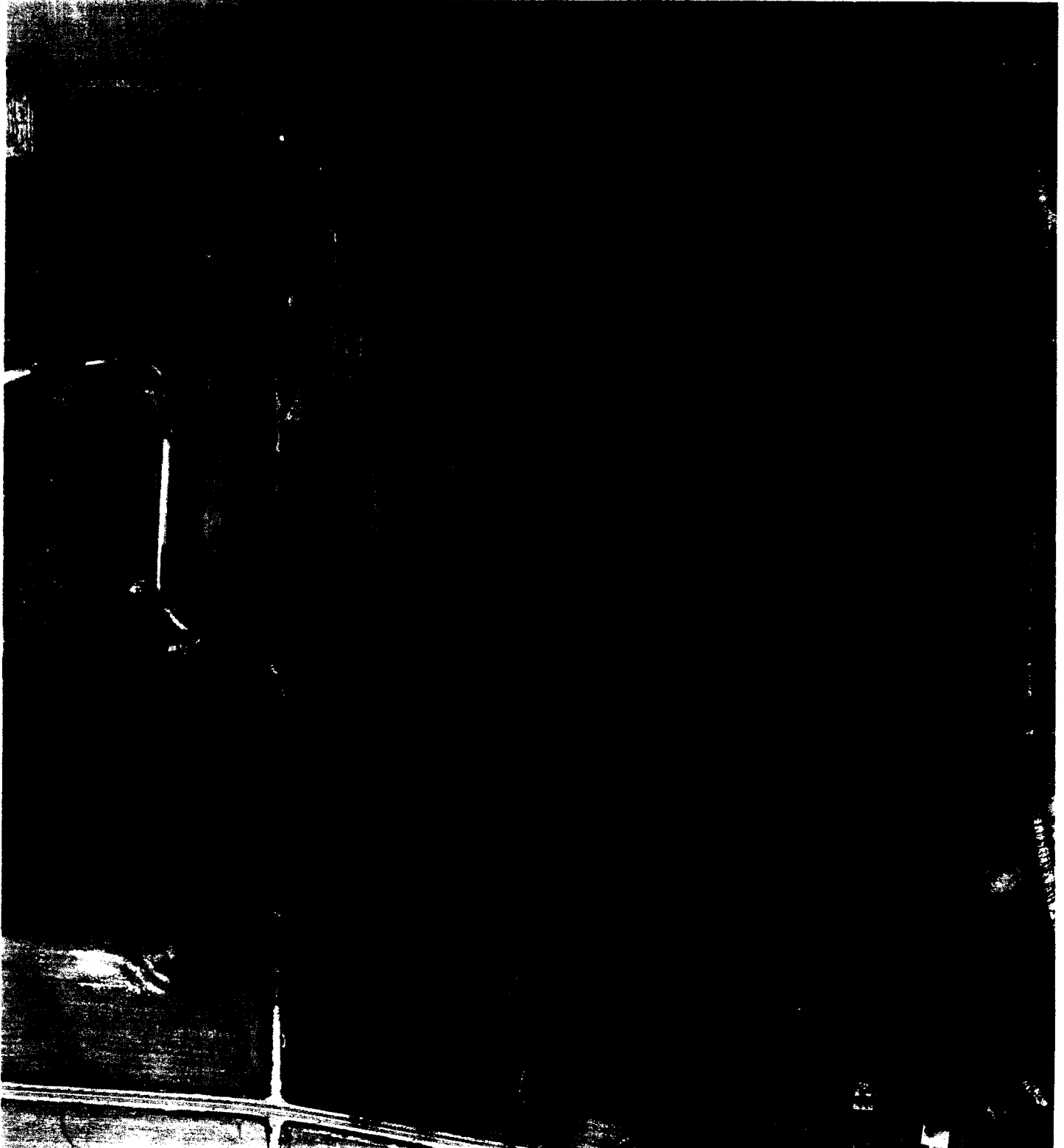
*Dane County Land & Water Resources Department  
USDA Natural Resources Conservation Service  
Digital orthophoto taken 2014.*

# Conservation Plan Map

Owner: Dane County  
Donald Park  
Operator:

Township(s): Springdale  
Sections(s): 28  
Tract(s): 17186

Completed Lambert  
Phone: (608) 224-3730  
Date: 10-28-2015



0 150 300  
Feet

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



Res 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

<b>DEPARTMENT</b> Land & Water Resources	<b>CONTRACT/ADDENDUM #:</b> 12705																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>Contract</b></td> <td style="width: 40%; text-align: center;"><small>If Addendum, please include original contract number</small></td> <td style="width: 30%; text-align: right;"><b>Addendum</b></td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lessee</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td><input type="checkbox"/></td> </tr> </table>	<b>Contract</b>	<small>If Addendum, please include original contract number</small>	<b>Addendum</b>	↓		↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: 1/1/2016 To: 12/31/2022																												
4. Amount of Contract or Addendum \$29,984.50																												
5. Purpose: The attached contract is a seven-year lease for 65.9 acres of cropland in the Lower Mud Lake NRA in the Town of Dunn. This land is in leased for organic transition.																												
6. Vendor or Funding Source: Doudlah Farms LLC																												
7. MUNIS Vendor Code: 26474																												
8. Bid/RFP Number: 115126																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
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### CONTRACT REVIEW/APPROVALS

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_____ ADA Coordinator	_____	_____	_____
<i>AK</i> Purchasing Agent	_____	_____	2/26/16
_____ County Executive	_____	_____	_____

<b>Vendor Name &amp; Address</b> Doudlah Farms LLC 10339 N Wilder Road Evansville WI 53536
<b>Contact Person</b> Mark Doudlah
<b>Phone No.</b> (608) 490-0925
<b>E-mail Address</b> mark.r.doudlah@gmail.com

**Footnotes:**

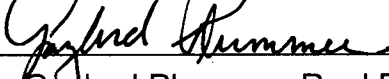
1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: Gaylord Plummer Dept.: Land & Water Resources
Phone: 608-224-3760 Mail Address: 5201 Fen Oak Court #208
E-mail: plummer@countyofdane.com Madison, WI 53718

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
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Date: February 18, 2016 Signed:   
 Telephone Number: (608) 224-3760 Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
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Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
 Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
 Comments:

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## LEASE

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

### WITNESSETH

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

Part of the E ½ of Section 14, T6N R10E, Town of Dunn, Dane County, Wisconsin totaling approximately 180 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 65.9 acres of the above-described land (said 65.9 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 seven (7) years, commencing as of the first day of January, 2016 and ending on the 31<sup>st</sup> day of December, 2022. LESSOR or LESSEE may terminate the lease without penalty at the end of any crop year.

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**Section 3. INTENDED USE AND PROVISIONS.** The intended uses and sole permitted uses of the premises by the LESSEE are as transition to organic farming and approved organic production.

**Section 4. LESSEE OBLIGATIONS.** Throughout the term of this lease, LESSEE shall maintain and operate according to the Conservation Plan developed by the Dane County Land & Water Resources Department (LWRD), which is accepted by acceptance of this lease.

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, 2016.

LESSEE shall also submit to LWRD by June 1, 2016 a nutrient management plan developed according to the USDA Natural Resource Conservation Service standards and specifications. LESSEE shall confer with LWRD on land management issues or changes in land practices.

LESSEE shall comply with the standards and rules and regulations of the USDA National Organic Program (NOP) [Code of Federal Regulations, Title 7] and to provide LESSOR annually with copies of all materials, records and reports showing that compliance.

LESSEE is not required to become certified as an organic producer, but must follow federal organic standards, including maintaining detailed records that are provided to LESSOR annually.

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

Manure application and crop rotation will be determined by the Nutrient Management Plan and Conservation Plan. Spreading of manure on snow-covered or frozen ground is 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.

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

**Section 5. SECURITY OF PREMISES.** LESSEE shall be solely responsible for security for the premises and shall indemnify, defend and hold harmless LESSOR from any and all damages, losses and expenses LESSOR may suffer as a result of any litigation or claim for injuries suffered by any person or persons occurring as a result of alleged lack of security for the premises.

**Section 6. NO MUTUAL INDEMNIFICATION.** Each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions, including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR’s agreement to lease the premises, LESSEE agrees to pay as rent the amount of \$65.00 per acre per year, for a total of \$4,283.50 annually. Payment for the first year rent shall be made in one full installment of \$4,283.50 on June 1, 2016. Payments, in equal installments of \$732.75 are due and payable on the first day of March and the first day of June commencing March 1, 2017 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to 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 with notice to LESSEE.

Acres 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 Lease, 5201 Fen Oak Drive, Madison, WI 53718. Notices to LESSEE shall be sent to Doudlah Farms LLC, c/o Mark Doudlah, 10339 N Wilder Road, Evansville WI 53536..

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

**Section 11. CONDITION OF PREMISES.** LESSEE has inspected the premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the premises in 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 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 and regulations of any agency of government having authority or jurisdiction over the premises.

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

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

In the event of cancellation, rent already paid shall be returned to LESSEE on a prorated basis. LESSOR or LESSEE may terminate this lease without penalty at the end of any crop year.

**Section 13. END OF TERM SURRENDER OF PREMISES.** LESSEE shall peaceably surrender the premises at the end of the term of this lease and shall pay reasonable attorney fees for LESSOR in default of such obligation.

**Section 14. EXCLUDED ACREAGE.** Adjoining lands of LESSOR are not included in this lease.

**Section 15. INSURANCE.** LESSEE shall at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance and automobile liability insurance in the amounts of at least \$500,000. LESSEE shall also insure or otherwise protect itself against losses by fire, theft, or other cause of any personal property of LESSEE, its agents, employees or officers which is located on the demised premises. As evidence of this coverage, LESSEE shall furnish to LESSOR a certificate of insurance naming LESSOR as an additional insured.

**Section 16. LESSOR'S AUTHORIZED AGENT.** All written authorizations on the part of LESSOR necessitated by this agreement or requested by LESSEE shall be made only by the Director or Deputy Director, Dane County Land & Water Resources Department, 5201 Fen Oak Drive, Madison, WI 53718.

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

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


**Section 19. AFFIRMATIVE ACTION.** Contracts estimated to be Ten Thousand Dollars (\$10,000) or more require the submission of a written affirmative action plan. Within fifteen (15) days after the award of the contract, the plan shall be submitted for approval to LESSEE. Landlords with an annual work force of fewer than ten (10) employees are exempted from this requirement.

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**LESSEE**  
  
BY: \_\_\_\_\_  
Mark Doudlah

**LESSOR**  
\_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

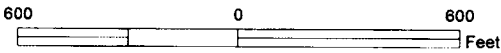
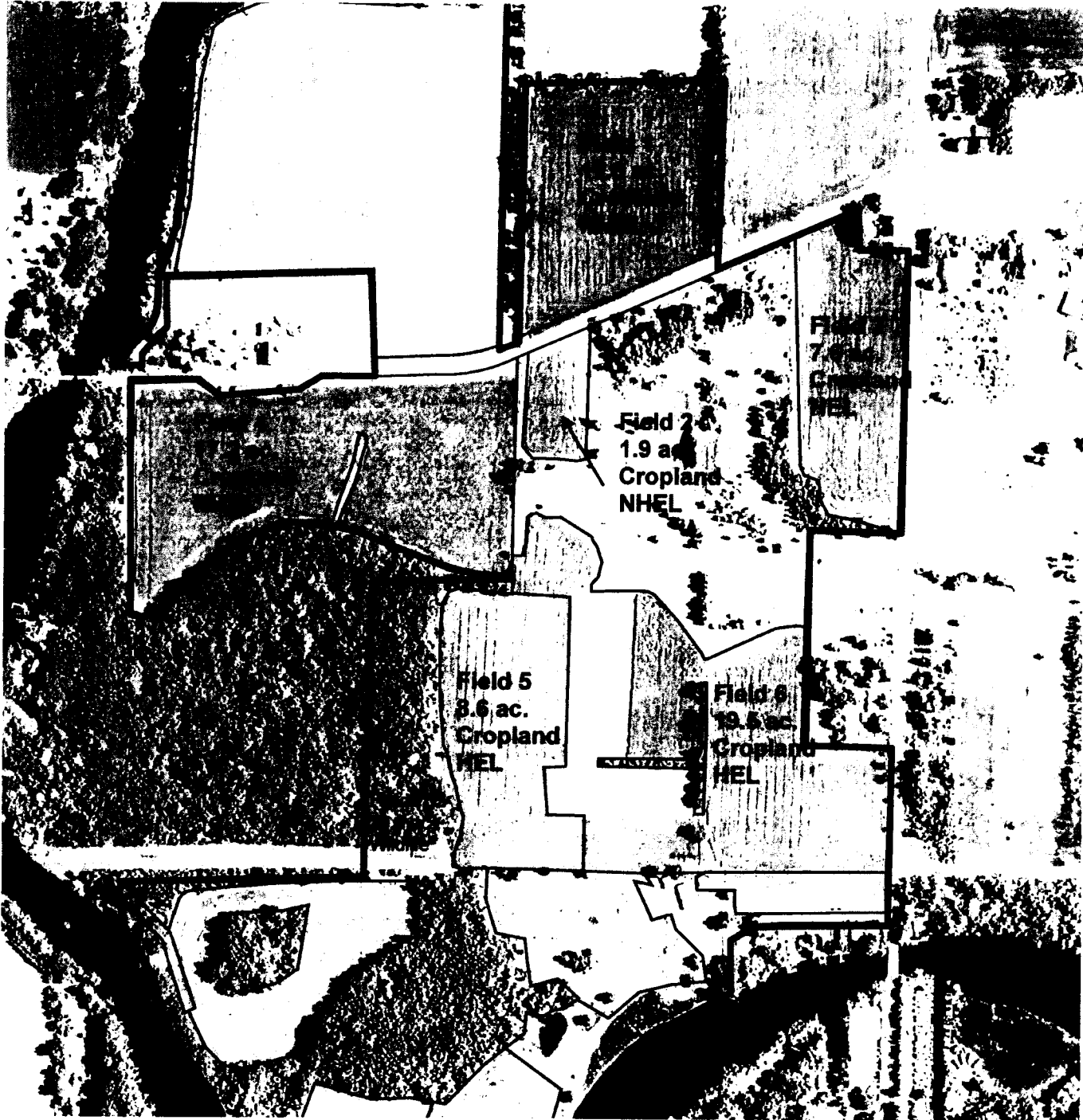
BY: \_\_\_\_\_  
Scott McDonnell  
COUNTY CLERK

# Conservation Plan Map

Owner: Dane County -  
Lower Mud Lake NRA Park  
Operator:

Township(s): Dunn  
Sections(s): 11 & 14  
Tract(s): 16046

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 10-28-15



*Dane County Land & Water Resources Department  
USDA Natural Resources Conservation Service  
Digital orthophoto taken April 2005.*

Res 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>Land &amp; Water Resources</b>		CONTRACT/ADDENDUM #: <b>12709</b>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract <input type="checkbox"/> Addendum <input type="checkbox"/>	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: <u>1/1/2016</u> To: <u>12/31/2019</u>		<input type="checkbox"/> POS	
4. Amount of Contract or Addendum <b>\$97,351.60</b>		<input type="checkbox"/> Co Lesse	
5. Purpose: The attached contract is a four-year lease for 94.7 acres of cropland on future Ice Age Trail lands in the town of Berry.		<input checked="" type="checkbox"/> Co Lessor	
		<input type="checkbox"/> Intergovernmental	
		<input type="checkbox"/> Purchase of Property	
		<input type="checkbox"/> Property Sale	
		<input type="checkbox"/> Other:	
6. Vendor or Funding Source: <b>Philip Richards</b>			
7. MUNIS Vendor Code: <b>10787</b>			
8. Bid/RFP Number: <b>115126</b>			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. <u>LWRPKOP 84911</u>		Amount \$ <u>97,351.60</u>	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 Res-475</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval <u>Kevin Connors</u>			

### CONTRACT REVIEW/APPROVALS

### VENDOR

Initials	Ftnt	Date In	Date Out
<u>MA</u> Received	_____	<u>2/23/16</u>	_____
<u>aj</u> Controller	_____	_____	<u>2/26/16</u>
<u>M</u> Corporation Counsel	_____	<u>2/26/16</u>	<u>2/29/16</u>
<u>el</u> Risk Management	_____	<u>2/26/16</u>	<u>2/26/16</u>
_____ ADA Coordinator	_____	_____	_____
<u>M</u> Purchasing Agent	_____	_____	<u>2/26/16</u>
_____ County Executive	_____	_____	_____

Vendor Name & Address	
Philip Richards 5930 Schuman Road Cross Plains WI 53528	
Contact Person	
Phil Richards	
Phone No.	
(608) 798-1777	
E-mail Address	
richfarm@chorus.net	

### Footnotes:

- \_\_\_\_\_
- \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>Gaylord Plummer</u>	Dept.: <u>Land &amp; Water Resources</u>
Phone: <u>608-224-3760</u>	Mail Address: <u>5201 Fen Oak Court #208</u>
E-mail: <u>plummer@countyofdane.com</u>	<u>Madison, WI 53718</u>




**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: February 16, 2016

Signed: 

Telephone Number: (608) 224-3760

Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

LEASE

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

WITNESSETH

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

Part of Section 15, T8N R7E, Town of Berry, Dane County, Wisconsin totaling approximately 150 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 94.7 acres of the above-described land (said 94.7 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached Conservation Plan Map (Attachment 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, 2016 and ending on the 31<sup>st</sup> day of December, 2019. 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, native vegetation establishment, and wildlife species habitat.

**Section 4. LESSEE OBLIGATIONS.** Throughout the term of this lease, LESSEE shall maintain and operate according to the Conservation Plan developed by the Dane County Land & Water Resources Department (LWRD), which is accepted by acceptance of this lease.

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, 2016.

LESSEE shall also submit to LWRD by June 1, 2016 a nutrient management plan developed according to the USDA Natural Resource Conservation Service standards and specifications. 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. Spreading manure on snow covered or frozen ground is strictly prohibited.

Crop rotation is to be determined by the conservation plan.

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.

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

**Section 5. SECURITY OF PREMISES.** LESSEE shall be solely responsible for security for the premises and shall indemnify, defend and hold harmless LESSOR from any and all damages, losses and expenses LESSOR may suffer as a result of any litigation or claim for injuries suffered by any person or persons occurring as a result of alleged lack of security for the premises.

**Section 6. NO MUTUAL INDEMNIFICATION.** Each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions, including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent the amount of \$257.00 per acre per year, for a total of \$24,337.90 annually. Payments for the first year of the lease shall be made in one full installment of \$24,337.90 on June 1, 2016. Payments, in equal installments of \$12,168.95 are due and payable on the first day of March and the first day of June commencing March 1, 2017 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to 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 with notice to LESSEE.

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

**Section 9. NOTICES.** All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Lease, 5201 Fen Oak Drive, Madison, WI 53718. Notices to LESSEE shall be sent to Philip Richards, 5930 Schuman Road, Cross Plains WI 53528.

**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 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 and regulations of any agency of government having authority or jurisdiction over the premises.

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

Violation of any provision of this section shall constitute grounds for termination of this lease by LESSOR on thirty (30) days' advance written notice containing the reasons for the termination. In the event of cancellation, rent already paid shall be returned to LESSEE on a prorated basis. LESSOR or LESSEE may terminate this lease without penalty at the end of any crop year.

**Section 13. END OF TERM SURRENDER OF PREMISES.** LESSEE shall peaceably surrender the premises at the end of the term of this lease and shall pay reasonable attorney fees for LESSOR in default of such obligation.

**Section 14. EXCLUDED ACREAGE.** Adjoining lands of LESSOR are not included in this lease.

**Section 15. INSURANCE.** LESSEE shall at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance and automobile liability insurance in the amounts of at least \$500,000. LESSEE shall also insure or otherwise protect itself against losses by fire, theft, or other cause of any personal property of LESSEE, its agents, employees or officers which is located on the demised premises. As evidence of this coverage, LESSEE shall furnish to LESSOR a certificate of insurance naming LESSOR as an additional insured.

**Section 16. LESSOR'S AUTHORIZED AGENT.** All written authorizations on the part of LESSOR necessitated by this agreement or requested by LESSEE shall be made only by the Director or Deputy Director, Dane County Land & Water Resources Department, 5201 Fen Oak Drive, Madison, WI 53718.

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

**Section 18. EQUAL OPPORTUNITY EMPLOYER AND LANDLORD.** LESSOR and LESSEE shall, in all solicitations for employment or tenancy placed on either's behalf, state that

LESSOR or LESSEE is an "Equal Opportunity Employer" and complies with the Federal Fair Housing Act of 1968.

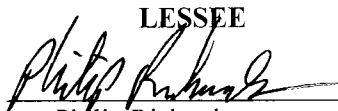
**Section 19. AFFIRMATIVE ACTION.** Contracts estimated to be Ten Thousand Dollars (\$10,000) or more require the submission of a written affirmative action plan. Within fifteen (15) days after the award of the contract, the plan shall be submitted for approval to LESSEE. Landlords with an annual work force of fewer than ten (10) employees are exempted from this requirement.

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**LESSEE**  
  
Philip Richards

**LESSOR**  
BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

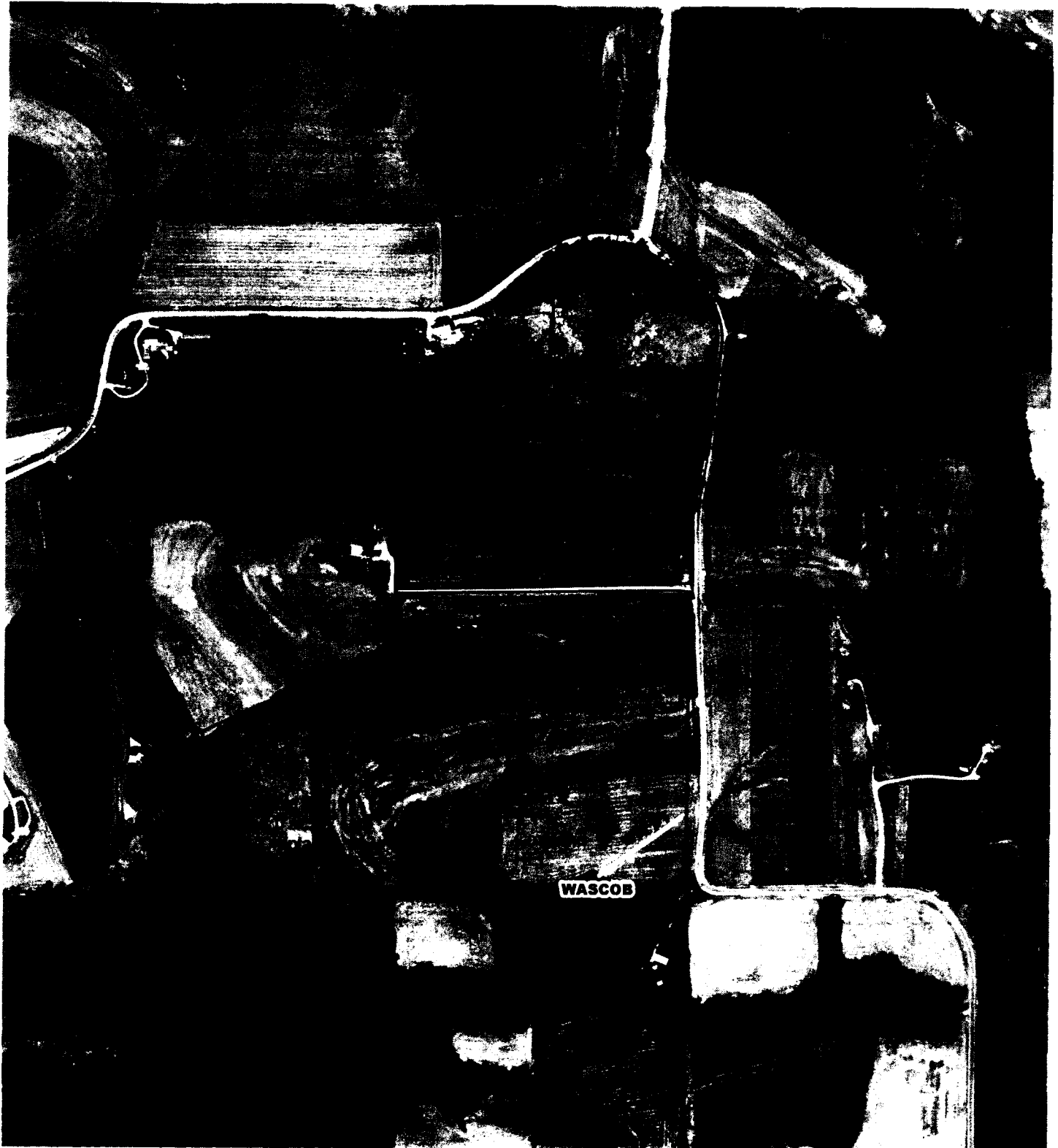
BY: \_\_\_\_\_  
Scott McDonnell  
COUNTY CLERK

# Conservation Plan Map

Owner: Dane County Parks-  
Marten Farm

Township(s): Berry  
Sections(s): 15  
Tract(s): 17438

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 11-13-15



600 300 0 1,000 600 Feet

Res 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>Land &amp; Water Resources</b>		CONTRACT/ADDENDUM #: <b>12706</b>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract <input type="checkbox"/> Addendum <input type="checkbox"/>	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: <u>1/1/2016</u> To: <u>12/31/2019</u>		<input type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum <b>\$22,960</b>		<input type="checkbox"/> Co Lesse <input type="checkbox"/>	
5. Purpose: The attached contract is a four-year for 28.7 acres of cropland in the Blooming Grove Drumlin NRA.		<input checked="" type="checkbox"/> Co Lessor <input type="checkbox"/>	
		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
		<input type="checkbox"/> Other: <input type="checkbox"/>	
6. Vendor or Funding Source: <b>White Gold Dairy LLC c/o Rich Maier</b>			
7. MUNIS Vendor Code: <b>14168</b>			
8. Bid/RFP Number: <b>115126</b>			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. <u>LWRPKOP 84911</u>		Amount \$ <u>22,960</u>	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 RES-475</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval <u>Kevin Connor</u>			

### CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
<u>MG</u>	Received	_____	<u>2-23-16</u>	_____
<u>AB</u>	Controller	_____	_____	<u>2/26/16</u>
<u>MP</u>	Corporation Counsel	_____	<u>2/26/16</u>	<u>2/29/16</u>
<u>SA</u>	Risk Management	_____	<u>2/26/16</u>	<u>2/26/16</u>
_____	ADA Coordinator	_____	_____	_____
<u>AK</u>	Purchasing Agent	_____	_____	<u>2/26/16</u>
_____	County Executive	_____	_____	_____

### VENDOR

<b>Vendor Name &amp; Address</b>	
White Gold Dairy LLC 6200 Maier Road Waunakee, WI	
<b>Contact Person</b>	
Rich Maier	
<b>Phone No.</b>	
(608) 212-4288	
<b>E-mail Address</b>	
richwmaier@gmail.com	

### Footnotes:

- \_\_\_\_\_
- \_\_\_\_\_

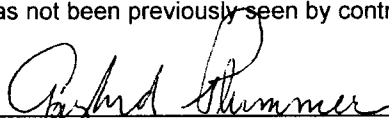
<b>Return To:</b> Name/Title: <u>Gaylord Plummer</u>	Dept.: <u>Land &amp; Water Resources</u>
Phone: <u>608-224-3760</u>	Mail Address: <u>5201 Fen Oak Court #208</u>
E-mail: <u>plummer@countyofdane.com</u>	<u>Madison, WI 53718</u>

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: February 16, 2016

Signed: 

Telephone Number: (608) 224-3760

Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).



**LEASE**

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

**WITNESSETH**

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

Part of the SE ¼ of Section 1 and part of the NE ¼ of Section 12, T7N R11E, Town of Blooming Grove, in the City of Madison, Dane County, Wisconsin totaling approximately 84 acres. and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 28.7 acres of the above-described land (said 28.7 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached Conservation Plan Map (Attachment 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, 2016 and ending on the 31<sup>st</sup> day of December, 2019. 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, native vegetation establishment, and wildlife species habitat.

**Section 4. LESSEE OBLIGATIONS.** Throughout the term of this lease, LESSEE shall maintain and operate according to the Conservation Plan developed by the Dane County Land & Water Resources Department (LWRD), which is accepted by acceptance of this lease.

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, 2016.

LESSEE shall also submit to LWRD by June 1, 2016 a nutrient management plan developed according to the USDA Natural Resource Conservation Service standards and specifications. 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. Spreading manure on snow covered or frozen ground is strictly prohibited.

Crop rotation is to be determined by the conservation plan.

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.

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

**Section 5. SECURITY OF PREMISES.** LESSEE shall be solely responsible for security for the premises and shall indemnify, defend and hold harmless LESSOR from any and all damages, losses and expenses LESSOR may suffer as a result of any litigation or claim for injuries suffered by any person or persons occurring as a result of alleged lack of security for the premises.

**Section 6. NO MUTUAL INDEMNIFICATION.** Each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions, including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent the amount of \$200.00 per acre per year, for a total of \$5,740.00 annually. Payment for the first year of the lease shall be made in one full installment on June 1, 2016. Payments, in equal installments of \$2,870.00 are due and payable on the first day of March and the first day of June commencing March 1, 2017 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to 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 with notice to LESSEE.

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

**Section 9. NOTICES.** All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Lease, 5201 Fen Oak Drive, Madison, WI 53718. Notices to LESSEE shall be sent to Rich Maier, 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 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 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 and regulations of any agency of government having authority or jurisdiction over the premises.

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

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

In the event of cancellation, rent already paid shall be returned to LESSEE on a prorated basis. LESSOR or LESSEE may terminate this lease without penalty at the end of any crop year.

**Section 13. END OF TERM SURRENDER OF PREMISES.** LESSEE shall peaceably surrender the premises at the end of the term of this lease and shall pay reasonable attorney fees for LESSOR in default of such obligation.

**Section 14. EXCLUDED ACREAGE.** Adjoining lands of LESSOR are not included in this lease.

**Section 15. INSURANCE.** LESSEE shall at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance and automobile liability insurance in the amounts of at least \$500,000. LESSEE shall also insure or otherwise protect itself against losses by fire, theft, or other cause of any personal property of LESSEE, its agents, employees or officers which is located on the demised premises. As evidence of this coverage, LESSEE shall furnish to LESSOR a certificate of insurance naming LESSOR as an additional insured.

**Section 16. LESSOR'S AUTHORIZED AGENT.** All written authorizations on the part of LESSOR necessitated by this agreement or requested by LESSEE shall be made only by the Director or Deputy Director, Dane County Land & Water Resources Department, 5201 Fen Oak Drive, Madison, WI 53718.

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

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


**Section 19. AFFIRMATIVE ACTION.** Contracts estimated to be Ten Thousand Dollars (\$10,000) or more require the submission of a written affirmative action plan. Within fifteen (15) days after the award of the contract, the plan shall be submitted for approval to LESSEE. Landlords with an annual work force of fewer than ten (10) employees are exempted from this requirement.

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**LESSEE**  
  
\_\_\_\_\_  
Rich Maier  
White Gold Dairy LLC

**LESSOR**  
BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

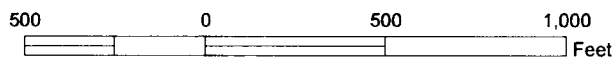
BY: \_\_\_\_\_  
Scott McDonnell  
COUNTY CLERK

# Conservation Plan Map

Owner: Dane County  
Blooming Grove Drumlin NRA  
Operator:

Township(s): Blooming Grove  
Sections(s): 1 & 12  
Tract(s): 13585

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 11-4-15



*Dane County Land & Water Resources Department  
USDA Natural Resources Conservation Service  
Digital orthophoto taken April 2005.*

225475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>Land &amp; Water Resources</b>		CONTRACT/ADDENDUM #: <b>12708</b>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Addendum	
3. Term of Contract or Addendum: From: <u>1/1/2016</u> To: <u>12/31/2019</u>		If Addendum, please include original contract number	
4. Amount of Contract or Addendum <b>\$8,052</b>		<input type="checkbox"/> POS <input type="checkbox"/> Co Lesse <input checked="" type="checkbox"/> Co Lessor <input type="checkbox"/> Intergovernmental <input type="checkbox"/> Purchase of Property <input type="checkbox"/> Property Sale <input type="checkbox"/> Other:	
5. Purpose: The attached contract is a four-year lease for 6.6 acres of cropland near Patrick Marsh.			
6. Vendor or Funding Source: <b>Bruce P Krebs</b>			
7. MUNIS Vendor Code: <b>20578</b>			
8. Bid/RFP Number: <b>115126</b>			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. <u>LWRPKOP 84911</u>		Amount \$ <u>8,052</u>	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 Res -475</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval <u>Kai Connor</u>			

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>Ngj</u> Received	_____	<u>2/23/16</u>	_____
<u>g</u> Controller	_____	_____	<u>2/26/16</u>
<u>MP</u> Corporation Counsel	_____	<u>2/21/16</u>	<u>2/29/16</u>
<u>DL</u> Risk Management	_____	<u>2/26/16</u>	<u>2/26/16</u>
<u>_____</u> ADA Coordinator	_____	_____	_____
<u>CA</u> Purchasing Agent	_____	_____	<u>2/26/16</u>
_____ County Executive	_____	_____	_____

### VENDOR

Vendor Name & Address	
Bruce Krebs 6338 Cty Hwy VV Sun Prairie	
Contact Person Bruce Krebs	
Phone No. (608) 837-5894	
E-mail Address brucepkrebs@gmail.com	

### Footnotes:

- \_\_\_\_\_
- \_\_\_\_\_

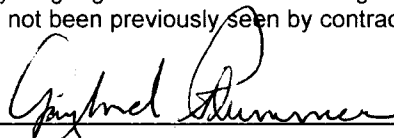
<b>Return To:</b> Name/Title: <u>Gaylord Plummer</u>	Dept.: <u>Land &amp; Water Resources</u>
Phone: <u>608-224-3760</u>	Mail Address: <u>5201 Fen Oak Court #208</u>
E-mail: <u>plummer@countyofdane.com</u>	<u>Madison, WI 53718</u>

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
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Date: February 16, 2016

Signed: 

Telephone Number: (608) 224-3760

Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**LEASE**

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

**WITNESSETH**

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

Part of the S 1/2 of the SW 1/4 of the SE 1/4 of Section 34, T9N R11E, Town of Bristol, Dane County, Wisconsin totaling approximately 12 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 6.9 acres of the above-described land (said 6.6 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached Conservation Plan Map (Attachment 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, 2016 and ending on the 31<sup>st</sup> day of December, 2019. 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, native vegetation establishment, and wildlife species habitat.

**Section 4. LESSEE OBLIGATIONS.** Throughout the term of this lease, LESSEE shall maintain and operate according to the Conservation Plan developed by the Dane County Land & Water Resources Department (LWRD), which is accepted by acceptance of this lease.

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, 2016.

LESSEE shall also submit to LWRD by June 1, 2016 a nutrient management plan developed according to the USDA Natural Resource Conservation Service standards and specifications. 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. Spreading manure on snow covered or frozen ground is strictly prohibited.

Crop rotation is to be determined by the conservation plan.

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.

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

**Section 5. SECURITY OF PREMISES.** LESSEE shall be solely responsible for security for the premises and shall indemnify, defend and hold harmless LESSOR from any and all damages, losses and expenses LESSOR may suffer as a result of any litigation or claim for injuries suffered by any person or persons occurring as a result of alleged lack of security for the premises.

**Section 6. NO MUTUAL INDEMNIFICATION.** Each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions, including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent the amount of \$305.00 per acre per year, for a total of \$2,013.00 annually. Payments for the first year of the lease shall be made in one full installment of \$2,013.00 on June 1, 2016. Payments, in equal installments of \$1,006.50 are due and payable on the first day of March and the first day of June commencing March 1, 2017 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to 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 with notice to LESSEE.

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

**Section 9. NOTICES.** All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Lease, 5201 Fen Oak Drive, Madison, WI 53718. Notices to LESSEE shall be sent to Philip Richards, 5930 Schuman Road, Cross Plains WI 53528.

**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 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.

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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.

**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.

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**Section 19. AFFIRMATIVE ACTION.** Contracts estimated to be Ten Thousand Dollars (\$10,000) or more require the submission of a written affirmative action plan. Within fifteen (15) days after the award of the contract, the plan shall be submitted for approval to LESSEE. Landlords with an annual work force of fewer than ten (10) employees are exempted from this requirement.

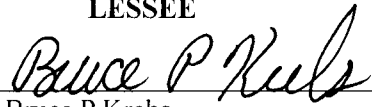
**Section 20. SIGNS NOT PERMITTED.** Except in designated areas, LESSEE shall not post signs or erect any signs of any kind upon the premises without the prior written consent of LESSOR.

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**LESSEE**

  
\_\_\_\_\_  
Bruce P Krebs

**LESSOR**

BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

BY: \_\_\_\_\_  
Scott McDonnell  
COUNTY CLERK

# Conservation Plan Map

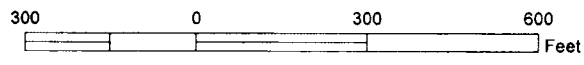
Owner: Dane County Patrick Marsh  
Operator:

Township(s): Bristol  
Sections(s): 34  
Tract(s): 15342

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 10-28-15



Field 1  
4.8 ac  
Conservation  
EAS



Dane County Land & Water Resources Department  
USDA Natural Resources Conservation Service  
Digital orthophoto taken April 2005.

Res 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

<b>DEPARTMENT</b> Land & Water Resources	<b>CONTRACT/ADDENDUM #:</b> 12707																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"><b>Contract</b></td> <td style="width:34%;"><b>Addendum</b></td> </tr> <tr> <td style="text-align:center;">↓</td> <td style="text-align:center;">↓</td> </tr> <tr> <td colspan="2" style="text-align:center;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other:</td> <td><input type="checkbox"/></td> </tr> </table>	<b>Contract</b>	<b>Addendum</b>	↓	↓	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Co Lesse	<input type="checkbox"/>	<input checked="" type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other:	<input type="checkbox"/>
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<input type="checkbox"/> Property Sale	<input type="checkbox"/>																				
<input type="checkbox"/> Other:	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																					
3. Term of Contract or Addendum: From: 1/1/2016 To: 12/31/2019																					
4. Amount of Contract or Addendum \$30,000																					
5. Purpose: The attached contract is a four-year for 37.5 acres of cropland in McCarthy County Park.																					
6. Vendor or Funding Source: White Gold Dairy LLC c/o Rich Maier																					
7. MUNIS Vendor Code: 14168																					
8. Bid/RFP Number: 115126																					
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																					
11. Account No. & Amount, Org. & Obj. LWRPKOP 84911 Amount \$ 30,000 Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																					
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption 2015 RES-475																					
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																					
14. Director's Approval <i>Ken Connor</i>																					

### CONTRACT REVIEW/APPROVALS

Initials	Received	Ftnt	Date In	Date Out
<i>MJ</i>	Received	_____	2-23-16	_____
<i>AK</i>	Controller	_____	_____	2/26/16
<i>AK</i>	Corporation Counsel	_____	2/26/16	2/29/16
<i>AK</i>	Risk Management	_____	2/26/16	2/26/16
_____	ADA Coordinator	_____	_____	_____
<i>AK</i>	Purchasing Agent	_____	_____	2/26/16
_____	County Executive	_____	_____	_____

### VENDOR

<b>Vendor Name &amp; Address</b> White Gold Dairy LLC 6200 Maier Road Waunakee, WI
<b>Contact Person</b> Rich Maier
<b>Phone No.</b> (608) 212-4288
<b>E-mail Address</b> richwmaier@gmail.com

### Footnotes:

1. \_\_\_\_\_
2. \_\_\_\_\_

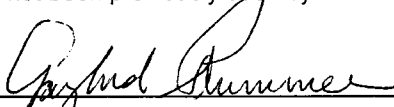
<b>Return To:</b> Name/Title: Gaylord Plummer Dept.: Land & Water Resources
Phone: 608-224-3760 Mail Address: 5201 Fen Oak Court #208
E-mail: plummer@countyofdane.com Madison, WI 53718

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
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- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: February 16, 2016

Signed: 

Telephone Number: (608) 224-3760

Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

## LEASE

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

### WITNESSETH

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

Part of the E ½ of Section 33 and part of the NW ¼ of Section 34, T8N R11E, Town of Sun Prairie, Dane County, Wisconsin totaling approximately 190 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 37.5 acres of the above-described land (said 37.5 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached Conservation Plan Map (Attachment 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, 2016 and ending on the 31<sup>st</sup> day of December, 2019. 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, native vegetation establishment, and wildlife species habitat.

**Section 4. LESSEE OBLIGATIONS.** Throughout the term of this lease, LESSEE shall maintain and operate according to the Conservation Plan developed by the Dane County Land & Water Resources Department (LWRD), which is accepted by acceptance of this lease.

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, 2016.

LESSEE shall also submit to LWRD by June 1, 2016 a nutrient management plan developed according to the USDA Natural Resource Conservation Service standards and specifications. 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. Spreading manure on snow covered or frozen ground is strictly prohibited.

Crop rotation is to be determined by the conservation plan.

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.

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

**Section 5. SECURITY OF PREMISES.** LESSEE shall be solely responsible for security for the premises and shall indemnify, defend and hold harmless LESSOR from any and all damages, losses and expenses LESSOR may suffer as a result of any litigation or claim for injuries suffered by any person or persons occurring as a result of alleged lack of security for the premises.

**Section 6. NO MUTUAL INDEMNIFICATION.** Each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions, including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent the amount of \$200.00 per acre per year, for a total of \$7,500.00 annually. Payment for the first year of the lease shall be made in one full installment of \$7,500.00 on June 1, 2016. Payments, in equal installments of \$3,750.00 are due and payable on the first day of March and the first day of June commencing March 1, 2017 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to 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 with notice to LESSEE.

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

**Section 9. NOTICES.** All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Lease, 5201 Fen Oak Drive, Madison, WI 53718. Notices to LESSEE shall be sent to Rich Maier, 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 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 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 and regulations of any agency of government having authority or jurisdiction over the premises.

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

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

In the event of cancellation, rent already paid shall be returned to LESSEE on a prorated basis. LESSOR or LESSEE may terminate this lease without penalty at the end of any crop year.

**Section 13. END OF TERM SURRENDER OF PREMISES.** LESSEE shall peaceably surrender the premises at the end of the term of this lease and shall pay reasonable attorney fees for LESSOR in default of such obligation.

**Section 14. EXCLUDED ACREAGE.** Adjoining lands of LESSOR are not included in this lease.

**Section 15. INSURANCE.** LESSEE shall at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance and automobile liability insurance in the amounts of at least \$500,000. LESSEE shall also insure or otherwise protect itself against losses by fire, theft, or other cause of any personal property of LESSEE, its agents, employees or officers which is located on the demised premises. As evidence of this coverage, LESSEE shall furnish to LESSOR a certificate of insurance naming LESSOR as an additional insured.

**Section 16. LESSOR'S AUTHORIZED AGENT.** All written authorizations on the part of LESSOR necessitated by this agreement or requested by LESSEE shall be made only by the Director or Deputy Director, Dane County Land & Water Resources Department, 5201 Fen Oak Drive, Madison, WI 53718.

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

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


**Section 19. AFFIRMATIVE ACTION.** Contracts estimated to be Ten Thousand Dollars (\$10,000) or more require the submission of a written affirmative action plan. Within fifteen (15) days after the award of the contract, the plan shall be submitted for approval to LESSEE. Landlords with an annual work force of fewer than ten (10) employees are exempted from this requirement.

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**LESSEE**  
  
\_\_\_\_\_  
Rich Maier  
White Gold Dairy LLC

**LESSOR**  
BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

BY: \_\_\_\_\_  
Scott McDonnell  
COUNTY CLERK

# Conservation Plan Map

Owner: Dane County -  
McCarthy Youth & Conservation Park  
Operator:

Township(s): Sun Prairie  
Sections(s): 27, 28, 33 & 34  
Tract(s): 8104

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 10-28-15



Field 9  
7.7 ac  
Cropland  
HEL

Field 2  
14.6 ac  
Cropland  
HEL

Field 3  
15.2 ac  
Cropland  
HEL

27



Dane County Land & Water Resources Department  
USDA Natural Resources Conservation Service  
Digital orthophoto taken April 2005.

RES 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>Land &amp; Water Resources</b>		CONTRACT/ADDENDUM #: <b>12711</b>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract <input type="checkbox"/> Addendum <input type="checkbox"/>	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: <u>1/1/2016</u> To: <u>12/31/2019</u>		<input type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum <b>\$82,886.40</b>		<input type="checkbox"/> Co Lesse <input type="checkbox"/>	
5. Purpose: The attached contract is a four-year lease for 143.9 acres of cropland in Walking Iron County Park in the Town of Mazomanie.		<input checked="" type="checkbox"/> Co Lessor <input type="checkbox"/>	
		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
		<input type="checkbox"/> Other: <input type="checkbox"/>	
6. Vendor or Funding Source: <b>Tim Leidig</b>			
7. MUNIS Vendor Code: <b>18794</b>			
8. Bid/RFP Number: <b>115126</b>			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. <u>LWRPKLNAQ 84909</u>		Amount \$ <u>82,886.40</u>	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval <i>Kevin Connors</i>			

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MJ</i>	Received	<u>2/23/16</u>	
<i>AK</i>	Controller		<u>2/26/16</u>
<i>MJ</i>	Corporation Counsel	<u>2/26/16</u>	<u>2/29/16</u>
<i>AK</i>	Risk Management	<u>2/24/16</u>	<u>2/24/16</u>
	ADA Coordinator		
<i>AK</i>	Purchasing Agent		<u>2/26/16</u>
	County Executive		

### VENDOR

Vendor Name & Address	
Tim Leidig 59890 Old Bluff Trail Prairie du Sac WI 53578	
Contact Person	
Tim Leidig	
Phone No.	
(608) 393-4484	
E-mail Address	

### Footnotes:

- \_\_\_\_\_
- \_\_\_\_\_

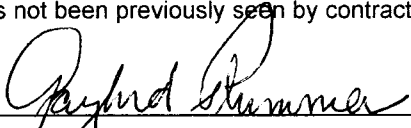
<b>Return To:</b> Name/Title: <u>Gaylord Plummer</u> Dept.: <u>Land &amp; Water Resources</u>
Phone: <u>608-224-3760</u> Mail Address: <u>5201 Fen Oak Court #208</u>
E-mail: <u>plummer@countyofdane.com</u> Madison, WI 53718

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
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Signed: 

Telephone Number: (608) 224-3760

Print Name: Gaylord Plummer, Real Estate Specialist

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Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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## L E A S E

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

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

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

Part of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 7 and the NW  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and part of the W  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 8, T8N R6E, Town of Mazomanie, Dane County, Wisconsin totaling approximately 290 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 144.9 acres of the above-described land (said 143.9 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached Conservation Plan Map (Attachment 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, 2016 and ending on the 31<sup>st</sup> day of December, 2019. LESSOR or LESSEE may terminate the lease without penalty at the end of any crop year.

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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, 2016.

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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. Spreading manure on snow covered or frozen ground is strictly prohibited.

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**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent the amount of \$144.00 per acre per year, for a total of \$20,721.60 annually. Payments for the first year of the lease shall be made in one full installment of \$20,721.60 on June 1, 2016. Payments, in equal installments of \$10,360.80 are due and payable on the first day of March and the first day of June commencing March 1, 2017 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to 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.

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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 Lease, 5201 Fen Oak Drive, Madison, WI 53718. Notices to LESSEE shall be sent to Philip Richards, 5930 Schuman Road, Cross Plains WI 53528.

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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.

**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.

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**LESSEE**

  
\_\_\_\_\_  
Tim Leidig

**LESSOR**

BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

BY: \_\_\_\_\_  
Scott McDonnell  
COUNTY CLERK

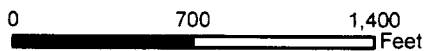
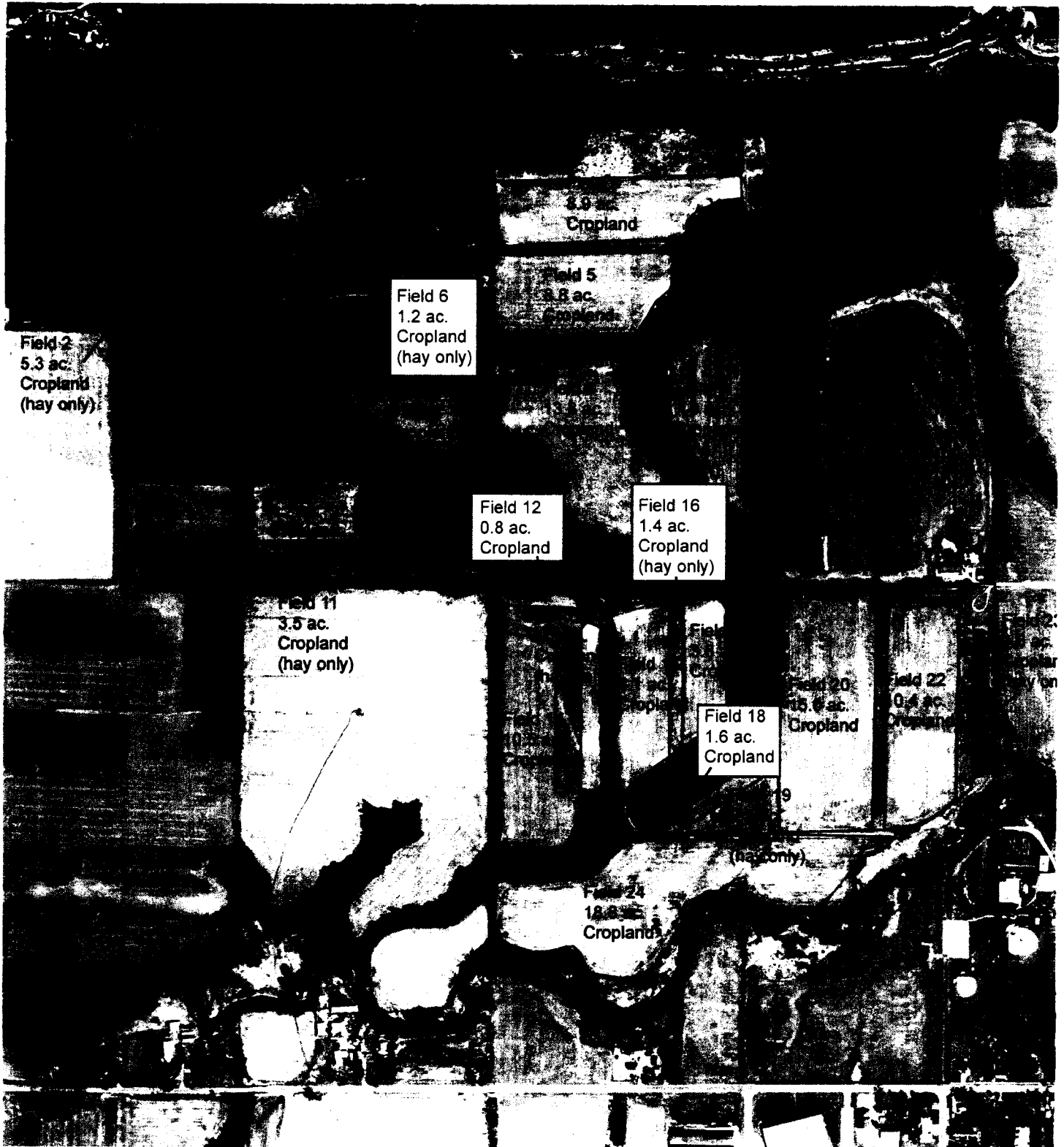
# Conservation Plan Map

144,900

Owner: Dane County  
Operator: Walking Iron Prk

Township(s): Mazomanie  
Sections(s): 7, 8  
Tract(s): 9170, 11275, 13406

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 10-30-15



Res 475

# CONTRACT COVERSHEET

**NOTE: Shaded areas are for County Executive review.**

<b>DEPARTMENT</b> Land & Water Resources	<b>CONTRACT/ADDENDUM #:</b> <div style="text-align: center; font-size: 1.5em;">12710</div>																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Contract</td> <td style="width: 34%; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 33%; text-align: center;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Property Sale	<input type="checkbox"/>																										
<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>1/1/2016</u> To: <u>12/31/2019</u>																												
4. Amount of Contract or Addendum <b>\$64,371.20</b>																												
5. Purpose: The attached contract is a four-year lease for 42.8 acres of cropland in Yahara Heights County Park in the Town of Westport.																												
6. Vendor or Funding Source: <b>Tim Leidig</b>																												
7. MUNIS Vendor Code: <b>18794</b>																												
8. Bid/RFP Number: <b>115126</b>																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO      Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>LWRPKOP 84909</u> Amount \$ <u>64,371.20</u> Account No. & Amount, Org. & Obj. _____      Amount \$ _____ Account No. & Amount, Org. & Obj. _____      Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO      If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval <i>Ken Connor</i>																												

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>ML</i> Received	_____	<u>2/23/16</u>	_____
<i>ML</i> Controller	_____	<u>2/23/16</u>	<u>2/26/16</u>
<i>ML</i> Corporation Counsel	_____	<u>2/26/16</u>	<u>2/29/16</u>
<i>ML</i> Risk Management	_____	<u>2/26/16</u>	<u>2/26/16</u>
<i>ML</i> ADA Coordinator	_____	_____	_____
<i>ML</i> Purchasing Agent	_____	_____	<u>2/26/16</u>
_____ County Executive	_____	_____	_____

### VENDOR

<b>Vendor Name &amp; Address</b> Tim Leidig 59890 Old Bluff Trail Prairie du Sac WI 53578
<b>Contact Person</b> Tim Leidig
<b>Phone No.</b> (608) 393-4484
<b>E-mail Address</b> _____

**Footnotes:**

1. \_\_\_\_\_
2. \_\_\_\_\_

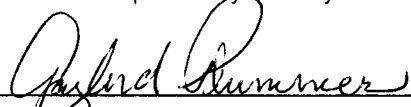
<b>Return To:</b> Name/Title: <u>Gaylord Plummer</u> Dept.: <u>Land &amp; Water Resources</u> Phone: <u>608-224-3760</u> Mail Address: <u>5201 Fen Oak Court #208</u> E-mail: <u>plummer@countyofdane.com</u> <u>Madison, WI 53718</u>
--

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: February 16, 2016

Signed: 

Telephone Number: (608) 224-3760

Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

## L E A S E

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

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

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

Part of the E ½ of Section 22 and part of the W ½ 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 the above-described land (said 42.8 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached Conservation Plan Map (Attachment 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, 2016 and ending on the 31<sup>st</sup> day of December, 2019. 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, native vegetation establishment, and wildlife species habitat.

**Section 4. LESSEE OBLIGATIONS.** Throughout the term of this lease, LESSEE shall maintain and operate according to the Conservation Plan developed by the Dane County Land & Water Resources Department (LWRD), which is accepted by acceptance of this lease.

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, 2016.

LESSEE shall also submit to LWRD by June 1, 2016 a nutrient management plan developed according to the USDA Natural Resource Conservation Service standards and specifications. 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. Spreading manure on snow covered or frozen ground is strictly prohibited.

Crop rotation is to be determined by the conservation plan.

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.

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

**Section 5. SECURITY OF PREMISES.** LESSEE shall be solely responsible for security for the premises and shall indemnify, defend and hold harmless LESSOR from any and all damages, losses and expenses LESSOR may suffer as a result of any litigation or claim for injuries suffered by any person or persons occurring as a result of alleged lack of security for the premises.

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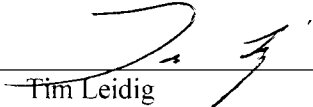
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IN WITNESS THEREOF, LESSOR, by its authorized agent, and LESSEE have set their hands and seals as of the day and date on which both parties have caused this agreement to be executed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

**LESSEE**

  
\_\_\_\_\_  
Tim Leidig

**LESSOR**

BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

BY: \_\_\_\_\_  
Scott McDonnell  
COUNTY CLERK

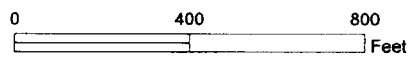


# Conservation Plan Map

Owner: Parks- Yahara Heights  
Operator:

Township(s): Westport  
Sections(s): 22 & 23  
Tract(s): 1296

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 10-28-15



Dane County Land & Water Resources Department  
USDA Natural Resources Conservation Service  
Digital orthophoto taken April 2005.

Res 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

<b>DEPARTMENT</b> Land & Water Resources	<b>CONTRACT/ADDENDUM #:</b> 11321 A																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:33%; text-align:center;">Contract</td> <td style="width:33%; text-align:center;">Addendum</td> </tr> <tr> <td style="text-align:center;">↓</td> <td style="text-align:center;">If Addendum, please include original contract number</td> <td style="text-align:center;">↓</td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Co Lessor</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align:center;">Other:</td> <td><input type="checkbox"/></td> </tr> </table>		Contract	Addendum	↓	If Addendum, please include original contract number	↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>1/1/2016</u> To: <u>12/31/2017</u>																												
4. Amount of Contract or Addendum <b>\$4,158.00</b>																												
5. Purpose: The attached contract is a two-year lease addendum for 7.5 acres of cropland at future Ice Age Trail in the Town of Roxbury.																												
6. Vendor or Funding Source: <b>Owen/Justin Frosch</b>																												
7. MUNIS Vendor Code: <b>22012</b>																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>LWRPKOP 84911</u> Amount \$ <u>4,158.00</u> Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 Res-475</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval <u>Kevin Connors</u>																												

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>MS</u> Received	_____	<u>2/23/16</u>	_____
<u>OT</u> Controller	_____	_____	<u>2/25/16</u>
<u>MS</u> Corporation Counsel	_____	_____	<u>2-26-16</u>
<u>MS</u> Risk Management	_____	<u>2/25/16</u>	<u>2/26/16</u>
_____ ADA Coordinator	_____	_____	_____
<u>AT</u> Purchasing Agent	_____	_____	<u>2/25/16</u>
_____ County Executive	_____	_____	_____

### VENDOR

<b>Vendor Name &amp; Address</b> Owen Frosch E10995 Cty Hwy PF Prairie du Sac WI 53578
<b>Contact Person</b> Owen Frosch
<b>Phone No.</b> (608) 393-3703
<b>E-mail Address</b>

### Footnotes:

1. \_\_\_\_\_
2. \_\_\_\_\_

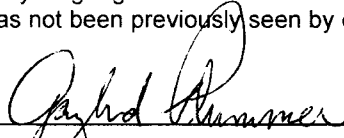
<b>Return To:</b> Name/Title: <u>Gaylord Plummer</u> Dept.: <u>Land &amp; Water Resources</u>
Phone: <u>608-224-3760</u> Mail Address: <u>5201 Fen Oak Court #208</u>
E-mail: <u>plummer@countyofdane.com</u> Madison, WI 53718

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: February 16, 2016

Signed: 

Telephone Number: (608) 224-3760

Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**ADDENDUM TO LEASE**

THIS ADDENDUM TO LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and Justin and Owen Frosch ("LESSEE").

WITNESSETH

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 7.5 acres at ~~Donald County Park~~ <sup>Frog Acre Trail</sup> in the Town of Roxbury, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2015, and LESSOR and LESSEE wish to extend the lease for a period of 2 years;


THEREFORE, in consideration of the above conditions and the mutual covenants set forth hereafter and in the lease, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree to the following addendum to the lease:

1. Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 2 years, commencing the first day of January, 2016 and ending on the 31<sup>st</sup> day of December, 2017.

2. Section 7 of the lease is amended in part to read: **RENTAL PAYMENTS.** . . . LESSEE agrees to pay as rent the amount of \$277.20 per acre per year, for a total of \$2,079.00 annually. Payments in equal installments of \$1,039.5.00 are due and payable on the first day of March and the first day of June commencing March 1, 2016 and continuing for the duration of the lease. . . .

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

Dated: 01 - 03 . 2016.

BY:   
LESSEE  
Owen Frosch

BY: \_\_\_\_\_  
LESSOR  
Joseph T. Parisi  
COUNTY EXECUTIVE

\_\_\_\_\_  
Scott McDonell  
COUNTY CLERK

Res 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

<b>DEPARTMENT</b> Land & Water Resources	<b>CONTRACT/ADDENDUM #:</b> 11320A																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"><b>Contract</b></td> <td style="width:50%;"><b>Addendum</b></td> </tr> <tr> <td style="text-align:center;">↓</td> <td style="text-align:center;">↓</td> </tr> <tr> <td colspan="2" style="text-align:center; font-size:small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other:</td> <td><input type="checkbox"/></td> </tr> </table>	<b>Contract</b>	<b>Addendum</b>	↓	↓	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Co Lesse	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input checked="" type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other:	<input type="checkbox"/>
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<input type="checkbox"/> Other:	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																					
3. Term of Contract or Addendum: From: 1/1/2016 To: 12/31/2017																					
4. Amount of Contract or Addendum <b>\$7,040.00</b>																					
5. Purpose: The attached contract is a two-year lease addendum for 44 acres of cropland at Silverwood County Park in the Town of Albion.																					
6. Vendor or Funding Source: <b>University of Wisconsin</b>																					
7. MUNIS Vendor Code: <b>8290</b>																					
8. Bid/RFP Number:																					
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																					
11. Account No. & Amount, Org. & Obj. LWRPKOP 84308 Amount \$ 7,040.00 Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																					
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <b>2015 Res-475</b>																					
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																					
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### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MG</i> Received	_____	<i>2/23/16</i>	_____
<i>OB</i> Controller	_____	_____	<i>2/26/16</i>
<i>AW</i> Corporation Counsel	_____	_____	<i>2-26-16</i>
<i>SL</i> Risk Management	_____	<i>2/25/16</i>	<i>2/26/16</i>
_____ ADA Coordinator	_____	_____	_____
<i>AS</i> Purchasing Agent	_____	_____	<i>2/26/16</i>
_____ County Executive	_____	_____	_____

### VENDOR

<b>Vendor Name &amp; Address</b> Kevin Shiners 227 Agriculture Engineering 460 Henry Mall Madison WI 53706
<b>Contact Person</b> Kevin Shiners
<b>Phone No.</b> (608) 263-0756
<b>E-mail Address</b> kjshinne@facstaff.wisc.edu

### Footnotes:

1. \_\_\_\_\_
2. \_\_\_\_\_

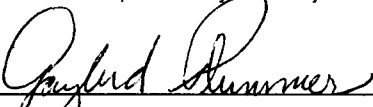
<b>Return To:</b> Name/Title: Gaylord Plummer Dept.: Land & Water Resources
Phone: 608-224-3760 Mail Address: 5201 Fen Oak Court #208
E-mail: plummer@countyofdane.com Madison, WI 53718

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
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- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: February 16, 2016

Signed: 

Telephone Number: (608) 224-3760

Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**ADDENDUM TO L E A S E**

THIS ADDENDUM TO LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and University of Wisconsin ("LESSEE").

**W I T N E S S E T H**

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 44 acres in the Town of Albion, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2015, and LESSOR and LESSEE wish to extend the lease for a period of 2 years;

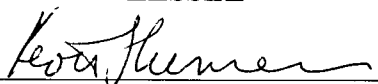
THEREFORE, in consideration of the above conditions and the mutual covenants set forth hereafter and in the lease, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree to the following addendum to the lease:

Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 2 years, commencing the first day of January 2016 and ending on the 31<sup>st</sup> day of December 2017.

Section 6 of the lease is amended to read: **RENTAL PAYMENTS.** . . . LESSEE agrees to pay rent in the amount of \$80.00 per acre for a total of \$3,520.00 annually. Payments in equal installments of \$1,760.00 are due and payable on the first day of March and the first day of June of each year, commencing March 1, 2016. . . .

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

Dated this 18 day of December, 2015.

**LESSEE**  
  
\_\_\_\_\_  
UW-Madison Purchasing Services

**LESSOR**  
BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE  
  
\_\_\_\_\_  
Scott McDonell  
COUNTY CLERK

Res 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>Land &amp; Water Resources</b>		CONTRACT/ADDENDUM #: <b>11357A</b>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Addendum	
3. Term of Contract or Addendum: From: <u>1/1/2016</u> To: <u>12/31/2017</u>		↓ If Addendum, please include original contract number ↓ <input type="checkbox"/> POS <input type="checkbox"/> <input type="checkbox"/> Co Lesse <input type="checkbox"/> <input type="checkbox"/> Co Lessor <input checked="" type="checkbox"/> <input type="checkbox"/> Intergovernmental <input type="checkbox"/> <input type="checkbox"/> Purchase of Property <input type="checkbox"/> <input type="checkbox"/> Property Sale <input type="checkbox"/> <input type="checkbox"/> Other: <input type="checkbox"/>	
4. Amount of Contract or Addendum <b>\$22,110.00</b>			
5. Purpose: The attached contract is a two-year lease addendum for 67 acres of cropland at future Ice Age Trail land in the Town of Berry.			
6. Vendor or Funding Source: <b>James Helt</b>			
7. MUNIS Vendor Code: <b>3847</b>			
8. Bid/RFP Number:			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. <u>LWRPKOP 84911</u>		Amount \$ <u>22,110.00</u>	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 Res-475</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval <u>Kevin Connor</u>			

### CONTRACT REVIEW/APPROVALS

### VENDOR

Initials		Ftnt	Date In	Date Out
<u>MG</u>	Received	_____	<u>2/23/16</u>	_____
<u>AK</u>	Controller	_____	_____	<u>2/26/16</u>
<u>AK</u>	Corporation Counsel	_____	_____	<u>2-26-16</u>
<u>AK</u>	Risk Management	_____	<u>2/25/16</u>	<u>2/26/16</u>
_____	ADA Coordinator	_____	_____	_____
<u>AK</u>	Purchasing Agent	_____	_____	<u>2/26/16</u>
_____	County Executive	_____	_____	_____

Vendor Name & Address	
James Helt 8249 Helt Road Dane WI 53529	
Contact Person James Helt	
Phone No. (608) 513-6601	
E-mail Address jlhelt@chorus.net	

### Footnotes:

- \_\_\_\_\_
- \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>Gaylord Plummer</u>	Dept.: <u>Land &amp; Water Resources</u>
Phone: <u>608-224-3760</u>	Mail Address: <u>5201 Fen Oak Court #208</u>
E-mail: <u>plummer@countyofdane.com</u>	<u>Madison, WI 53718</u>

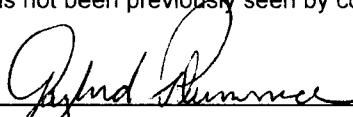


**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
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- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
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Date: February 16, 2016

Signed: 

Telephone Number: (608) 224-3760

Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**ADDENDUM TO LEASE**

THIS ADDENDUM TO LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and James Helt ("LESSEE").

**WITNESSETH**

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 69 acres at in Sections 1 & 2 in the Town of Berry, Dane County, Wisconsin, and

WHEREAS an adjustment has been agreed upon for the loss of two (2) acres to a hiking trail, and

WHEREAS the lease will expire on December 31, 2015, and LESSOR and LESSEE wish to extend the lease for a period of 2 years;

THEREFORE, in consideration of the above conditions and the mutual covenants set forth hereafter and in the lease, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree to the following addendum to the lease:

1. Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 2 years, commencing the first day of January, 2016 and ending on the 31<sup>st</sup> day of December, 2017.

2. Section 7 of the lease is amended in part to read: **RENTAL PAYMENTS.**  
... LESSEE agrees to pay as rent the amount of \$165.00 per acre per year times the adjusted acreage of 67 acres, for a total of \$11,055.00 annually. Payments in equal installments of \$5,527.50 are due and payable on the first day of March and the first day of June commencing March 1, 2016 and continuing for the duration of the lease. ....

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

Dated: 12-21, 2015.

**LESSEE**  
BY: James Helt  
James Helt

**LESSOR**  
BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

\_\_\_\_\_  
Scott McDonell  
COUNTY CLERK

Res 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>Land &amp; Water Resources</b>		CONTRACT/ADDENDUM #: <b>11358A</b>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract <span style="float:right">Addendum</span>	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		↓ If Addendum, please include original contract number ↓	
3. Term of Contract or Addendum: From: <u>1/1/2016</u> To: <u>12/31/2017</u>		<input type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum <b>\$2,970.00</b>		<input type="checkbox"/> Co Lesse <input type="checkbox"/>	
5. Purpose: The attached contract is a two-year lease addendum for 9 acres of cropland at future Ice Age Trail land in the Town of Berry.		<input type="checkbox"/> Co Lessor <input checked="" type="checkbox"/>	
		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
		<input type="checkbox"/> Other: <input type="checkbox"/>	
6. Vendor or Funding Source: <b>Hickory Slope Dairy LLC</b>			
7. MUNIS Vendor Code: <b>23541</b>			
8. Bid/RFP Number:			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. <u>LWRLNAQ 84909</u>		Amount \$ <u>2,160.00</u>	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 Res - 475</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval <u>Kevin Connor</u>			

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>[Signature]</u> Received	_____	<u>2/23/16</u>	_____
<u>[Signature]</u> Controller	_____	_____	<u>2/26/16</u>
<u>[Signature]</u> Corporation Counsel	_____	_____	<u>2-26-16</u>
<u>[Signature]</u> Risk Management	_____	<u>2/25/16</u>	<u>2/26/16</u>
_____ ADA Coordinator	_____	_____	_____
<u>[Signature]</u> Purchasing Agent	_____	_____	<u>2/26/16</u>
_____ County Executive	_____	_____	_____

### VENDOR

Vendor Name & Address	
James Hoffman 6379 Matz road Dane WI 53529	
Contact Person James Hoffman	
Phone No. (608) 798-4522	
E-mail Address	

### Footnotes:

- \_\_\_\_\_
- \_\_\_\_\_

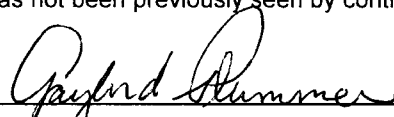
<b>Return To:</b> Name/Title: <u>Gaylord Plummer</u>	Dept.: <u>Land &amp; Water Resources</u>
Phone: <u>608-224-3760</u>	Mail Address: <u>5201 Fen Oak Court #208</u>
E-mail: <u>plummer@countyofdane.com</u>	<u>Madison, WI 53718</u>

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: February 16, 2016

Signed: 

Telephone Number: (608) 224-3760

Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**ADDENDUM TO LEASE**

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

WITNESSETH

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 9 acres in Section 1 in the Town of Berry, Dane County, Wisconsin, and

WHEREAS the lease, as amended, will expire on December 31, 2015, and LESSOR and LESSEE wish to extend the lease for a period of 2 years;

THEREFORE, in consideration of the above conditions and the mutual covenants set forth hereafter and in the lease, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree to the following addendum to the lease:

Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 2 years, commencing the first day of January 2016 and ending on the 31st day of December 2017.

Section 7 of the lease is amended to read: **RENTAL PAYMENTS.** LESSEE agrees to pay rent in the amount of \$165.00 per acre, for a total of \$1,485.00 annually. Payments in equal installments of \$742.50 are due and payable on the first day of March and the first day of June of each year, commencing March 1, 2016.

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

Dated this 21<sup>st</sup> day of December, 2015.

**LESSEE**

James Hoffmann  
James Hoffmann

**LESSOR**

BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

\_\_\_\_\_  
Scott McDonell  
COUNTY CLERK

Res 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>Land &amp; Water Resources</b>		CONTRACT/ADDENDUM #: <b>9765 C</b>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Addendum	
3. Term of Contract or Addendum: From: <u>1/1/2016</u> To: <u>12/31/2017</u>		If Addendum, please include original contract number	
4. Amount of Contract or Addendum <b>\$2,160.00</b>		<input type="checkbox"/> POS <input type="checkbox"/> Co Lesse <input type="checkbox"/> Co Lessor <input type="checkbox"/> Intergovernmental <input type="checkbox"/> Purchase of Property <input type="checkbox"/> Property Sale <input type="checkbox"/> Other:	
5. Purpose: The attached contract is a two-year lease addendum for 9 acres of cropland at Cam-Rock County Park in the Town of Christiana.			
6. Vendor or Funding Source: <b>Duane Hinchley</b>			
7. MUNIS Vendor Code: <b>11937</b>			
8. Bid/RFP Number:			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. <u>LWRLNAQ 84909</u>		Amount \$ <u>2,160.00</u>	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 Res-475</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval <u>Kevin Connor</u>			

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>AW</u> Received	_____	<u>2/23/16</u>	_____
<u>AW</u> Controller	_____	_____	<u>2/26/16</u>
<u>AW</u> Corporation Counsel	_____	_____	<u>2/26/16</u>
<u>AW</u> Risk Management	_____	<u>2/25/16</u>	<u>2/26/16</u>
<u>AW</u> ADA Coordinator	_____	_____	_____
<u>AW</u> Purchasing Agent	_____	_____	<u>2/26/16</u>
_____ County Executive	_____	_____	_____

### VENDOR

Vendor Name & Address	
Duane Hinchley 2844 State Hwy 73 Cambridge WI 53523	
Contact Person	
Duane Hinchley	
Phone No.	
(608) 764-5090	
E-mail Address	

### Footnotes:

- \_\_\_\_\_
- \_\_\_\_\_

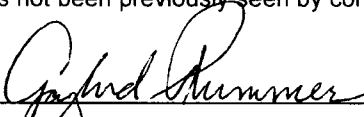
<b>Return To:</b> Name/Title: <u>Gaylord Plummer</u>	Dept.: <u>Land &amp; Water Resources</u>
Phone: <u>608-224-3760</u>	Mail Address: <u>5201 Fen Oak Court #208</u>
E-mail: <u>plummer@countyofdane.com</u>	<u>Madison, WI 53718</u>

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: February 16, 2016

Signed: 

Telephone Number: (608) 224-3760

Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**THIRD ADDENDUM TO LEASE**

THIS ADDENDUM TO LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and Duane Hinchley ("LESSEE").

WITNESSETH

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 43 acres at Cam Rock Park in the Town of Christiana, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2015, and LESSOR and LESSEE wish to extend the lease for a period of 2 years;

THEREFORE, in consideration of the above conditions and the mutual covenants set forth hereafter and in the lease, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree to the following addendum to the lease:

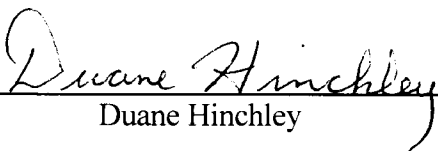
1. The premises were previously reduced from thirty-three (33) to nine (9) acres.
2. Section 1 of the lease, as amended, is amended further to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 2 years, commencing the first day of 2016 and ending on the 31<sup>st</sup> day of December 2017.
3. Section 5 of the lease is amended to read: **RENTAL PAYMENTS.** . . . LESSEE agrees to pay rent at the rate of \$120.00 per acre, for a total of \$1,080.00 annually. Payments in equal installments of \$540.00 are due and payable on the first day of March and the first day of June of each year during the term of the lease. Checks payable to Dane County Parks shall be sent to 5201 Fen Oak Drive, Madison, WI 53718. . . .

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

Dated: December 8, 2015

**LESSOR**

**LESSEE**

  
 \_\_\_\_\_  
 Duane Hinchley

\_\_\_\_\_  
 Joseph T. Parisi  
 COUNTY EXECUTIVE

\_\_\_\_\_  
 Scott McDonell  
 COUNTY CLERK



Res 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>Land &amp; Water Resources</b>		CONTRACT/ADDENDUM #: <b>11701A</b>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Addendum	
3. Term of Contract or Addendum: From: <u>1/1/2016</u> To: <u>12/31/2017</u>		If Addendum, please include original contract number	
4. Amount of Contract or Addendum <b>\$13,160.00</b>		<input type="checkbox"/> POS <input type="checkbox"/> Co Lesse <input type="checkbox"/> Co Lessor <input type="checkbox"/> Intergovernmental <input type="checkbox"/> Purchase of Property <input type="checkbox"/> Property Sale <input type="checkbox"/> Other:	
5. Purpose: The attached contract is a two-year lease addendum for 56 acres of cropland at Donald County Park in the Town of Springdale.			
6. Vendor or Funding Source: <b>David Powell</b>			
7. MUNIS Vendor Code: <b>12061</b>			
8. Bid/RFP Number:			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. <u>LWRPKLNAQ 84909</u>		Amount \$ <u>13,160.00</u>	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 Res 475</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval <u>Kevin Connor</u>			

### CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
<u>Mg</u>	Received	_____	<u>2/23/16</u>	_____
<u>cl</u>	Controller	_____	_____	<u>2/25/16</u>
<u>cl</u>	Corporation Counsel	_____	_____	<u>2/26/16</u>
<u>cl</u>	Risk Management	_____	<u>2/25/16</u>	<u>2/26/16</u>
_____	ADA Coordinator	_____	_____	_____
<u>cl</u>	Purchasing Agent	_____	_____	<u>2/25/16</u>
_____	County Executive	_____	_____	_____

### VENDOR

Vendor Name & Address	
David Powell 2435 State Hwy 92 Mount Horeb WI 53572	
Contact Person	
David Powell	
Phone No.	
(608) 444-5693	
E-mail Address	
powellmary70@yahoo.com	

### Footnotes:

- \_\_\_\_\_
- \_\_\_\_\_

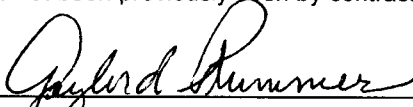
<b>Return To:</b> Name/Title: <u>Gaylord Plummer</u>	Dept.: <u>Land &amp; Water Resources</u>
Phone: <u>608-224-3760</u>	Mail Address: <u>5201 Fen Oak Court #208</u>
E-mail: <u>plummer@countyofdane.com</u>	<u>Madison, WI 53718</u>

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: February 16, 2016

Signed: 

Telephone Number: (608) 224-3760

Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**ADDENDUM TO L E A S E**

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

**W I T N E S S E T H**

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 56 acres in Section 29 in the Town of Springdale, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2015, and LESSOR and LESSEE wish to extend the lease for a period of 2 years;

THEREFORE, in consideration of the above conditions and the mutual covenants set forth hereafter and in the lease, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree to the following addendum to the lease:

Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 2 years, commencing the first day of January 2016 and ending on the 31<sup>st</sup> day of December 2017.

Section 7 of the lease is amended to read: **RENTAL PAYMENTS.** . . . LESSEE agrees to pay rent in the amount of \$117.50 per acre (based on a crop area of 56 acres [see attached orthophoto]), for a total of \$6,580.00 annually. Payments in equal installments of \$3,290.00 are due and payable on the first day of March and the first day of June of each year, commencing March 1, 2016. . . .

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

Dated this 11 day of December, 2015.

**LESSEE**

**LESSOR**

David Powell  
David Powell

BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

\_\_\_\_\_  
Scott McDonell  
COUNTY CLERK

Res 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

<b>DEPARTMENT</b> Land & Water Resources	<b>CONTRACT/ADDENDUM #:</b> 10877 B																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"><b>Contract</b></td> <td style="width:34%;"></td> <td style="width:33%;"><b>Addendum</b></td> </tr> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center;">If Addendum, please include original contract number</td> <td style="text-align: center;">↓</td> </tr> <tr> <td><input type="checkbox"/></td> <td>POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lessor</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Purchase of Property</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Property Sale</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Other:</td> <td><input type="checkbox"/></td> </tr> </table>	<b>Contract</b>		<b>Addendum</b>	↓	If Addendum, please include original contract number	↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property		<input type="checkbox"/>	Property Sale		<input type="checkbox"/>	Other:	<input type="checkbox"/>
<b>Contract</b>			<b>Addendum</b>																									
↓		If Addendum, please include original contract number	↓																									
<input type="checkbox"/>		POS	<input type="checkbox"/>																									
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<input type="checkbox"/>	Co Lessor	<input checked="" type="checkbox"/>																										
<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>																										
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<input type="checkbox"/>	Property Sale																											
<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>1/1/2016</u> To: <u>12/31/2017</u>																												
4. Amount of Contract or Addendum <b>\$5,383.50</b>																												
5. Purpose: The attached contract is a two-year lease addendum for 49.5 acres of cropland at McCarthy County Park in the Town of Sun Prairie.																												
6. Vendor or Funding Source: <b>Joe Bohn</b>																												
7. MUNIS Vendor Code: <b>15470</b>																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>LWRPKOP 84911</u> Amount \$ <u>5,383.50</u> Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 Res-475</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval <u>Rei Connor</u>																												

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>MG</u> Received	_____	<u>2/23/16</u>	_____
<u>AW</u> Controller	_____	_____	<u>2/26/16</u>
<u>JW</u> Corporation Counsel	_____	_____	<u>2/26/16</u>
<u>SA</u> Risk Management	_____	<u>2/25/16</u>	<u>2/26/16</u>
_____ ADA Coordinator	_____	_____	_____
<u>CB</u> Purchasing Agent	_____	_____	<u>2/26/16</u>
_____ County Executive	_____	_____	_____

### VENDOR

<b>Vendor Name &amp; Address</b> Joe Bohn 1848 Strawberry Road Deerfield WI 53531
<b>Contact Person</b> Joe Bohn
<b>Phone No.</b> (608) 764-8684
<b>E-mail Address</b>

### Footnotes:

1. \_\_\_\_\_
2. \_\_\_\_\_

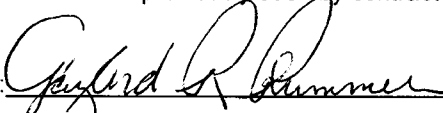
<b>Return To:</b> Name/Title: <u>Gaylord Plummer</u> Dept.: <u>Land &amp; Water Resources</u>
Phone: <u>608-224-3760</u> Mail Address: <u>5201 Fen Oak Court #208</u>
E-mail: <u>plummer@countyofdane.com</u> Madison, WI 53718

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: February 16, 2016

Signed: 

Telephone Number: (608) 224-3760

Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

10877B

**ADDENDUM TO LEASE**

THIS ADDENDUM TO LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and Joe Bohn ("LESSEE").

**WITNESSETH**

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 50 acres in the Town of Sun Prairie, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2015, and LESSOR and LESSEE wish to extend the lease for a period of 2 years;

THEREFORE, in consideration of the above conditions and the mutual covenants set forth hereafter and in the lease, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree to the following addendum to the lease:

Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 2 years, commencing the first day of January 2016 and ending on the 31<sup>st</sup> day of December 2017.

Section 7 of the lease is amended to read: **RENTAL PAYMENTS.** . . . LESSEE agrees to pay rent in the amount of \$67.00 per acre on 9 acres in Section 27 and 15 acres in Section 33 and \$42.50 per acre for 22.5 acres in Section 28 and 3 acres in Section 33 for a total of \$2,691.75 annually. Payments in equal installments of \$1,345.87 are due and payable on the first day of June and the first day of December of each year, commencing June 1, 2016. . . .

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

Dated this 7 day of Dec, 2015.

**LESSEE**

Joe Bohn  
Joe Bohn

*Thank you Joe*

**LESSOR**

BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

\_\_\_\_\_  
Scott McDonell  
COUNTY CLERK

Res 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

<b>DEPARTMENT</b> Land & Water Resources	<b>CONTRACT/ADDENDUM #:</b> 12180A																								
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"><b>Contract</b></td> <td style="width:34%; text-align:center;">If Addendum, please include original contract number</td> <td style="width:33%; text-align:right;"><b>Addendum</b></td> </tr> <tr> <td><input type="checkbox"/></td> <td>POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lessor</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Purchase of Property</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Property Sale</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Other:</td> <td><input type="checkbox"/></td> </tr> </table>	<b>Contract</b>	If Addendum, please include original contract number	<b>Addendum</b>	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property		<input type="checkbox"/>	Property Sale		<input type="checkbox"/>	Other:	<input type="checkbox"/>
<b>Contract</b>		If Addendum, please include original contract number	<b>Addendum</b>																						
<input type="checkbox"/>		POS	<input type="checkbox"/>																						
<input type="checkbox"/>		Co Lesse	<input type="checkbox"/>																						
<input type="checkbox"/>		Co Lessor	<input checked="" type="checkbox"/>																						
<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>																							
<input type="checkbox"/>	Purchase of Property																								
<input type="checkbox"/>	Property Sale																								
<input type="checkbox"/>	Other:	<input type="checkbox"/>																							
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																									
3. Term of Contract or Addendum: From: 1/1/2016 To: 12/31/2016																									
4. Amount of Contract or Addendum <b>\$16,692.00</b>																									
5. Purpose: The attached contract is a one-year lease addendum for 104 acres of cropland in the Ice Age Reserve in the Town of Cross Plains.																									
6. Vendor or Funding Source: <b>Michael G Coyle</b>																									
7. MUNIS Vendor Code: <b>25246</b>																									
8. Bid/RFP Number:																									
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																									
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																									
11. Account No. & Amount, Org. & Obj. LWRPKLNAQ 84909 Amount \$ 16,692.00 Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																									
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 Res-475</u>																									
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																									
14. Director's Approval <u>Kevin Connors</u>																									

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>[Signature]</u> Received	_____	<u>2/23/16</u>	_____
<u>[Signature]</u> Controller	_____	_____	<u>2/26/16</u>
<u>[Signature]</u> Corporation Counsel	_____	_____	<u>2/26/16</u>
<u>[Signature]</u> Risk Management	_____	<u>2/25/16</u>	<u>2/26/16</u>
<u>[Signature]</u> ADA Coordinator	_____	_____	_____
<u>[Signature]</u> Purchasing Agent	_____	_____	<u>2/26/16</u>
_____ County Executive	_____	_____	_____

### VENDOR

<b>Vendor Name &amp; Address</b> Michael Coyle 7989 Mineral Point Road Cross Plains WI 53528
Contact Person Michael Coyle
Phone No. (608) 516-4955
E-mail Address coylefarm2@yahoo.com

### Footnotes:

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: Gaylord Plummer Dept.: Land & Water Resources
Phone: 608-224-3760 Mail Address: 5201 Fen Oak Court #208
E-mail: plummer@countyofdane.com Madison, WI 53718

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: February 16, 2016 Signed: \_\_\_\_\_

Telephone Number: (608) 224-3760 Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).



12180A

**ADDENDUM TO L E A S E**

THIS ADDENDUM TO LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and Michael Coyle ("LESSEE").

**W I T N E S S E T H**

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 104 acres in the Town of Cross Plains, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2015, and LESSOR and LESSEE wish to extend the lease for a period of one (1) year;

THEREFORE, in consideration of the above conditions and the mutual covenants set forth hereafter and in the lease, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree to the following addendum to the lease:

Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 1 year, commencing the first day of January 2016 and ending on the 31<sup>st</sup> day of December 2016.

Section 7 of the lease is amended to read: **RENTAL PAYMENTS.** . . . LESSEE agrees to pay rent in the amount of \$160.50 per acre, for a total of \$16,692.00 annually. Payments in equal installments of \$8,346.00 are due and payable on the first day of March 2016 and the first day of June 2016.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**LESSEE**

**LESSOR**

Michael G Coyle  
Michael Coyle

BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

\_\_\_\_\_  
Scott McDonell  
COUNTY CLERK

Res 475

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

<b>DEPARTMENT</b> Land & Water Resources	<b>CONTRACT/ADDENDUM #:</b> 12727																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:33%;">Contract</th> <th style="width:34%; text-align:center;">If Addendum, please include original contract number</th> <th style="width:33%;">Addendum</th> </tr> <tr> <td style="text-align:center;">↓</td> <td></td> <td style="text-align:center;">↓</td> </tr> <tr> <td><input type="checkbox"/></td> <td>POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lessor</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Purchase of Property</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Property Sale</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property		<input type="checkbox"/>	Property Sale		<input type="checkbox"/>	Other:	<input type="checkbox"/>
Contract		If Addendum, please include original contract number	Addendum																									
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<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: 1/1/2016 To: 12/31/2016																												
4. Amount of Contract or Addendum \$8,750.00																												
5. Purpose: The attached contract is a one-year lease addendum for 35 acres of cropland in the Cherokee Marsh NRA in the Towns of Burke and Windsor. This addendum is to a lease assigned to Dane County at the time of closing.																												
6. Vendor or Funding Source: Daniel J Kaltenberg																												
7. MUNIS Vendor Code: 1853																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. LWRPKOP 84911 Amount \$ 8,750.00 Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption 2015 Res-475																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval <i>Kevin Connor</i>																												

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MG</i>	Received	<i>3-1-16</i>	
<i>CB</i>	Controller		<i>3/8/16</i>
<i>JA</i>	Corporation Counsel	<i>3/10/16</i>	<i>3/10/16</i>
<i>JK</i>	Risk Management	<i>3/9/16</i>	<i>3/9/16</i>
<i>UT</i>	ADA Coordinator		
<i>UT</i>	Purchasing Agent		<i>3/8/16</i>
	County Executive		

### VENDOR

<b>Vendor Name &amp; Address</b> Daniel J Kaltenberg 5439 Easy Street Wausaukee WI53597
<b>Contact Person</b> Dan Kaltenberg
<b>Phone No.</b> (608) 220-7696
<b>E-mail Address</b> easyacres@hotmail.com

### Footnotes:

1. \_\_\_\_\_
2. \_\_\_\_\_

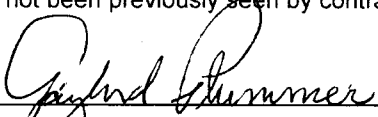
<b>Return To:</b> Name/Title: Gaylord Plummer Dept.: Land & Water Resources
Phone: 608-224-3760 Mail Address: 5201 Fen Oak Court #208
E-mail: plummer@countyofdane.com Madison, WI 53718

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
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- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: February 16, 2016

Signed: 

Telephone Number: (608) 224-3760

Print Name: Gaylord Plummer, Real Estate Specialist

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**ADDENDUM TO LEASE**

THIS ADDENDUM TO LEASE, made and entered into by and between the County of Dane (hereinafter referred to as "LESSOR") and Daniel Kaltenberg ("LESSEE").

WITNESSETH

WHEREAS former owner Bollig and LESSEE entered into a lease of approximately 69 acres at Cherokee Marsh NRA in the Towns of Burke and Windsor, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2015, and LESSOR and LESSEE wish to extend the lease for a period of one (1) year;

THEREFORE, in consideration of the above conditions and the mutual covenants set forth hereafter and in the lease, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree to the following addendum to the lease:

- 1. Section 1 of the lease is amended to read in part: "The 35 acres depicted in Exhibit A, which is attached hereto and incorporated herein by reference ("premises").
- 2. Section 3 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 1 year, commencing the first day of January, 2016 and ending on the 31<sup>st</sup> day of December, 2016.
- 3. Section 7 of the lease is amended in part to read: **RENTAL PAYMENTS.**  
 . . . LESSEE agrees to pay as rent the amount of \$250.00 per acre per year, for a total of \$8,750.00 annually. Payments in equal installments of \$4,375.00 are due and payable on the fifteenth day of April and the second day of November 2016.

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

Dated: 7/6/16, 2016.

LESSEE  
 BY: Daniel S Kaltenberg  
 Daniel Kaltenberg

LESSOR  
 BY: \_\_\_\_\_  
 Joseph T. Parisi  
 COUNTY EXECUTIVE

\_\_\_\_\_  
 Scott McDonell  
 COUNTY CLERK