

Dane County Contract Cover Sheet

Res 418

Dept./Division	Land & Water Resources / Admin
Vendor Name	Jason and Abigail Perry
Vendor MUNIS #	31644
Brief Contract Title/Description	The Perry's are granting a 3 year land lease on 15 acres at \$500/acre for a sediment and dredge material storage/dewatering area for the Yahara River sediment removal project.
Contract Term	3 years: 5/1/2021 - 4/30/24
Total Contract Amount	\$ 22,500

Contract # <small>Admin will assign</small>	14318
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$35,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$35,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$35,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

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

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.				
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.				
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.			Res #	418
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.			Year	2020

Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	3/29/21		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Jason Perryl
Phone #	608-224-3761	Phone #	608-512-8354
Email	smith.sharene@countyofdane.com	Email	jperry@facilitygateway.com
Address	5201 Fen Oak Dr., #208, Madison, WI 53718	Address	6103 Copper Falls Court McFarland, WI 53558

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	
	Sharene Smith	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, March 30, 2021 9:41 AM
To: Hicklin, Charles; Krohn, Margaret; Gault, David; Lowndes, Daniel; Clow, Carolyn
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14318
Attachments: 14318.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 4/1/2021 9:07 AM	Approve: 4/1/2021 9:07 AM
	Krohn, Margaret		Approve: 3/30/2021 11:51 AM
	Gault, David	Read: 3/30/2021 10:11 AM	Approve: 3/30/2021 10:13 AM
	Lowndes, Daniel	Read: 3/30/2021 10:00 AM	Approve: 3/30/2021 10:57 AM
	Clow, Carolyn		Approve: 3/31/2021 10:50 AM
	Stavn, Stephanie	Read: 3/31/2021 10:14 AM	
	Oby, Joe	Read: 3/30/2021 9:43 AM	

Contract #14318

Department: Land & Water Resources

Vendor: Jason & Abigail Perry

Contract Description: Land lease for sediment and dredge material storage/dewatering area for the Yahara River sediment removal project (Res 418)

Contract Term: 5/1/21 – 4/30/24

Contract Amount: \$22,500

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

Thanks much,
Michelle

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

AUTHORIZING A LAND LEASE FOR YAHARA SEDIMENT REMOVAL PROJECT

Dane County Land & Water Resources Department has negotiated a lease for approximately 15 acres of land in the Town of Pleasant Springs from Jason and Abigail Perry for the Yahara Sediment Removal Project. The land will be used for a dewatering and storage area for sediment and dredge material taken from the Yahara River. The lease will be in effect for three years at a rate of \$500.00 per acre, to be paid in one annual payment of \$7500.00 the first year and convert to monthly payments of \$500.00 during the remaining period of the lease.

Funds for the lease are available in the Yahara River Flow Enhancement, CPLWRESC 59032 account. The debt issued to support this expenditure will have a term of 10 years.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Board of Supervisors and the Dane County Executive hereby authorize the lease of approximately 15 acres from Jason and Abigail Perry as described above and according to Wis. Stats. Chapter 27.03(3); and

BE IT FURTHER RESOLVED that the Dane County Land & Water Resources Department Director and the Real Estate Coordinator are authorized to administer the lease to Dane County, and the Controller is authorized to issue checks necessary to effectuate the transaction.

LAND LEASE
Dane County Sediment Removal Project

THIS LEASE, is made by and entered into between Jason Perry and Abigail Perry (hereinafter referred to as “Lessor”), and the County of Dane (hereinafter referred to as the “Lessee”).

RECITALS

WHEREAS, Lessee wishes to enter upon and use a portion of property owned by Lessor and located in the Town of Pleasant Springs, Dane County, Wisconsin as described and depicted on the attached Exhibit “A” (the “Leased Premises”) for a storage and dewatering area as part of Dane County’s Yahara River Sediment Removal from Lake Kegonsa to Lake Waubesa.

WHEREAS, Lessee desires a short term lease from Lessor for the purposes described and pursuant to the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Grant of Lease. Lessor hereby grants to Lessee a three (3) year lease for the Leased Premises as shown in Exhibit A to allow Lessee to access the Leased Premises and engage in the following activities on the Leased Premises:
 - (a) Excavation of dewatering area for dewatering and storage of sediment/dredge material;
 - (b) Installation of a vehicular construction entrance off Williams Drive;
 - (c) Storage of sediment and material taken from waterways and dewatering of said material;
 - (d) Storage of equipment including vehicles associated with the sediment removal project.
 - (e) Access from the Leased Premises to the river for above ground pipeline and booster pumps on Lessor’s lands adjacent and around the Leased Premises which shall not disturb said lands or Lessor’s use of said lands. Location of said pipeline and pumps shall be agreed upon by the parties.
2. Term. This Lease shall be in effect for three years commencing on the 1st day of May, 2021 (the “Effective Date”), and ending the 30th day of April, 2024. The term of this Lease may be extended under the existing terms of the Lease upon written agreement by Lessor and Lessee. Lessee may terminate this Lease in part or in full without penalty at any time upon sixty (60) day advance written notice to Lessor.
3. Permit Contingency. This Lease shall be contingent on Lessee’s ability to secure a permit from the State of Wisconsin, Department of Natural Resources to use the

Premises for the sediment removal project. If a permit is not secured, all obligations under the Lease by Lessor and Lessee shall be null and void.

4. Rental Payments. In consideration of Lessor's agreement to lease the Leased Premises, Lessee agrees to pay as rent the amount of \$500.00 per acre per year for 15 acres which equals a payment of \$7,500 annually. An annual payment of \$7,500 shall be made on or around the first day of May, 2021. Beginning the first day of May, 2022, monthly payments of \$625.00 shall continue for the duration of the lease or until termination. Checks shall be made payable to Jason and Abigail Perry and shall be sent to 6103 Copper Falls Court, McFarland, WI 53558.
5. Exclusive Use of Premises and Peaceful Enjoyment. During the term of this Lease, Lessee shall be entitled to the exclusive use of the Leased Premises for the purposes of storage of dredge materials and a dewatering site. Upon Lessee paying the rents reserved herein and performing the covenants and agreements herein contained on its part, Lessee shall at all times during said term peaceably and quietly have, hold, control and enjoy the Leased Premises.
6. Construction Plan. Prior to the Effective Date of this Easement, the Lessee shall submit a plan to Lessor describing the intended placement and construction of any items on the Leased Premises.
7. Use of the Premises and Obligations. The intended use and sole permitted use of the Premises by Lessee is for a dredge material storage and a dewatering area.
 - a. Lessee and its designees shall at all times comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to the Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any such activities. Lessee shall, at its expense, obtain, maintain, and display on the Premises all necessary permits, including but not limited to erosion control permits, to perform the dewatering work on the Premises. The Lessee shall maintain the Premises in a safe condition at all times.
 - b. While in use for dewatering, Lessee shall inspect the Premises weekly and following any rain event of greater than 1/2" for erosion control purposes.
8. End of Term Surrender of Premises. At the end of the Lease period, Lessee shall remove all dredge materials on the Leased Premises, fill in and grade the dewatering basin and return the Premises to its previous condition before the project began.
9. Insurance Required. Lessee shall insure or otherwise protect itself against losses by fire, theft of other cause to any personal property of Lessee, its agents, employees or officers, which is in the Leased Premises.
10. No Mutual Indemnification. Lessor and Lessee shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers, contractors and representatives and each party 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 of joint liability, Lessor and Lessee shall be responsible for consequences of its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers, contractors and representatives. It is not the intent of Lessor and Lessee to impose liability beyond that imposed by state statutes.

11. Security of Premises. Lessee shall be solely responsible for security for the Leased Premises during the term of this Lease 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 of claim for injuries suffered by any person or persons occurring as a result of alleged lack of security for the Leased Premises.
12. Non-Discrimination. In connection with the performance of work under this Easement, Lessee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Lessee further agrees to take affirmative action to ensure equal employment opportunities. The Lessee agrees to post in a conspicuous place available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
13. Notices. All 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 Jason and Abigail Perry, 6103 Copper Falls Court, McFarland, WI 53558. Notices to Lessee shall be sent to Real Estate Coordinator, 5201 Fen Oak Dr., #208, Madison, WI 53718.
14. Default of Lessee. It is mutually understood and agreed that in case default be made in the payment of rents above stipulated, provided that if Lessee fails to cure such default within fifteen (15) days after notice thereof is given by Lessor, or in case of noncompliance with any other conditions, covenants, terms and agreements herein contained, or any of them, to be kept and performed by Lessee, provided Lessee fails to cure such non-compliance within fifteen (15) days after notice thereof is given by Lessor, then and in any such event it shall be lawful for Lessor, its agents, attorneys or assigns, at any time thereafter at the election of Lessor, in addition to any and all other remedies provided by law of this lease, to declare said term ended and again to possess and enjoy the Leased Premises as before this lease.
15. No Sublet, Assignment, Renewal. There shall be no sublet, assignment or automatic renewal of this lease unless in writing, consented to by Lessor.
16. Excluded Acreage. Adjoining lands of Lessor are not included in this lease unless agreed to by Lessee and Lessor.

17. Subordination. Lessee agrees to subordinate its interest in and to the Leased Premises to any first mortgage lien placed on the Leased Premises by Lessor during the term of the lease or any extension thereof and to execute any subordination agreement requested by such mortgagee of Lessor.
18. No waiver. No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall operate as a waiver thereof nor affect the right of the party to enforce the same upon a subsequent default or breach.
19. Remedies Cumulative. The rights and remedies herein granted are cumulative and are in addition to any given by any statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.
20. Partial Invalidity. The terms and provisions of this lease shall be deemed separable and if any term or provision of this lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
21. Captions. The captions or paragraphs appearing in this lease are inserted only as a matter of convenience and in no way define or limit the scope or intent of such paragraphs of this lease, nor in any way affect this lease.
22. Successors and Assigns. This lease shall bind and insure to the benefit of the Lessor and Lessee hereto, its heirs, representatives, successors and assigns except as otherwise herein specifically provided.
23. Entire Agreement. This lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those herein set forth. No subsequent amendment, change or addition to or of this lease shall be binding upon Lessor or Lessee unless the same is reduced to writing and signed by the Lessor and Lessee.
24. Construction. This lease will be interpreted according to the laws of Wisconsin and any action will be venued in Dane County. The lease will not be construed against the drafter

END OF CONDITIONS.

This Lease is entered into this 18 day of March, 2021:

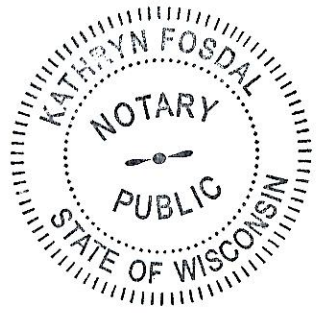
By Lessor:

Jason Perry
Jason Perry

Abigail Perry
Abigail Perry

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me on this 18th day of March, 2021, the above named Jason Perry and Abigail Perry to me known to be the person who executed the foregoing instrument and acknowledged the same.



Kathryn Fosdal
Name: Kathryn Fosdal

Notary Public, State of Wisconsin
My commission expires: 05/19/2023

By Lessee:

COUNTY OF DANE

By _____ (SEAL)
Joseph T. Parisi, County Executive

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me on this ____ day of _____, 2021, the above named Joseph T. Parisi, as Dane County Executive, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____

Notary Public, State of Wisconsin
My commission expires: _____

By _____ (SEAL)
Scott McDonell, County Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me on this ____ day of _____, 2021, the above named Scott McDonell, as Dane County Clerk, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____

Notary Public, State of Wisconsin
My commission expires: _____

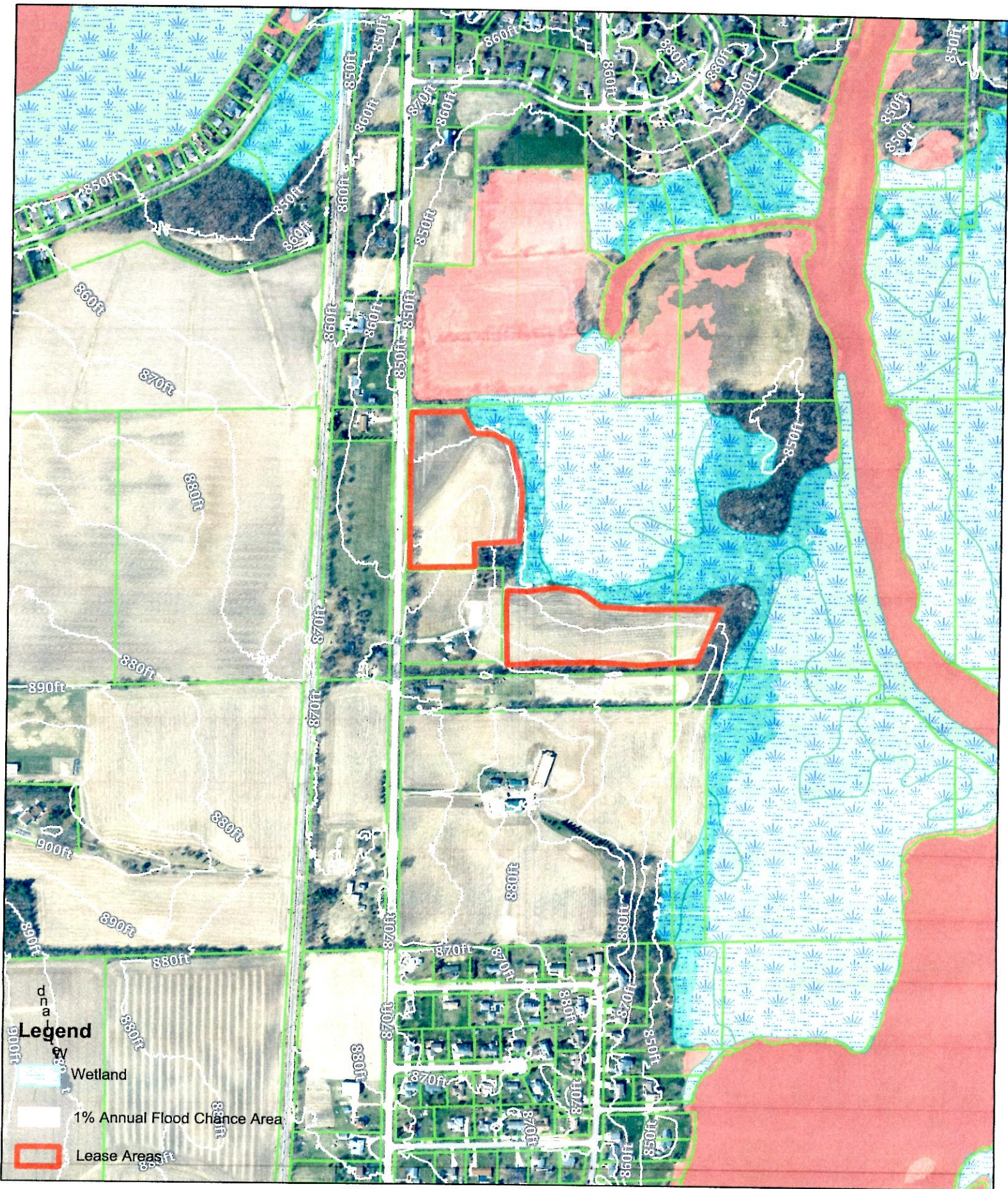
This instrument drafted by: County of Dane / SJ Smith

Exhibit A

Legal Description:

Those portions of agricultural fields as shown on the attached map, located in all that part of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 6 North, Range 11 East, lying East of the public highway, excepting that part lying East of the Yahara River and also excepting Lot 1 of Certified Survey Map 14574, in the Town of Pleasant Springs, Dane County, Wisconsin.

Exhibit A Map



0 0.1 0.2 Miles



Map created 2/12/2021 by Dane Co. LWRD.