

Res 463

## Dane County Contract Cover Sheet

<b>Dept./Division</b>	LWRD / Administration
<b>Vendor Name</b>	DMK Farms
<b>Vendor MUNIS #</b>	25248
<b>Brief Contract Title/Description</b>	This is a 4 year crop lease with DMK Farms, LLC for approximately 130.7 acres at Walking Iron County Park.
<b>Contract Term</b>	1/1/2020 - 12/31/2023
<b>Total Contract Amount</b>	\$ 66,396

<b>Contract #</b> <small>Admin will assign</small>	13925
<b>Addendum</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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

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

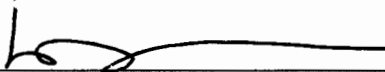
<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		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

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MS	Received by DOA	2/4/20		
ck	Controller		2/5/20	
CC	Purchasing	2/5/2020	2/5/2020	
JK	Corporation Counsel	2/6/2020	2/6/2020	
SL	Risk Management	2/5/2020	2/5/2020	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Sharene Smith	<b>Name</b>	Don Kaltenberg
<b>Phone #</b>	608-224-3761	<b>Phone #</b>	608-316-5605
<b>Email</b>	smith.sharene@countyofdane.com	<b>Email</b>	donkaltenberg@icloud.com
<b>Address</b>	5201 Fen Oak Dr., #208 Madison, WI 53718	<b>Address</b>	5467 Easy Street Waukegan, WI 53597

<b>Certification:</b> 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. <b>The modifications have been reviewed by:</b>
<input checked="" type="checkbox"/>	Non-standard contract.

## Contract Cover Sheet Signature

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

## Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	

APPROVE NEW CROP LEASES ON COUNTY LAND

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

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

**Yahara Heights County Park**

Section 22, Town of Westport; 42.8 acres

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

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

**Walking Iron County Park**

Section 8, Town of Mazomanie; 130.7 acres

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

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

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

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

**LEASE**

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

**WITNESSETH**

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

Part of the NE ¼ of the NE ¼ of Section 7 and the NW ¼ and the NE ¼ of the SW ¼ and part of the W ½ of the SE ¼ of Section 8, Township 8N, Range 6E, 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 130.7 acres of land within the above-described property (said 130.7 acres hereinafter referred to as "the Premises") and which are more particularly shown on the attached Conservation Plan Map;

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

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

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

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

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

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

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

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

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

Manure may only be applied by a low-disturbance vertical manure injection system, and then only if approved in the Nutrient Management Plan. Spreading manure on snow covered or frozen ground is strictly prohibited.

Crop rotation is to be determined by the conservation plan, however, some fields shall be maintained in grass and some fields require soybean rotations and acreage adjustments in preparation for prairie restoration:

- Crop rotation on Field 4 & 6 requires soybeans in 2021; field shall be removed from lease in 2022.
- Crop rotation on Field 8 & 9 requires soybeans in 2023; field shall be removed from lease at end 2023.
- Grass to be maintained on Fields 951, 952, 953, 955, 956, 957, 958, and 965 and mowed or harvested at least annually but not prior to August 1 of any year.

LESSEE shall mow and maintain trail around perimeter of Field 24 as shown in green on attached map at least once each year after August 1. Grass cuttings may be harvested and baled by LESSEE. Field shall be removed from lease in 2021

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

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

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

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

LESSEE shall not encroach onto adjacent LESSOR or private property.

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

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

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the Premises, LESSEE agrees to pay as rent the amount of \$127.00 per acre per year, for a total of \$16,599.00 annually. Payments, in equal installments of \$8,299.45 are due and payable on the first day of March and the first day of June commencing March 1, 2020 and continuing for the duration of the Lease. Checks payable to Dane County Treasurer shall be sent to Dane County Land & Water Resources, Attn: Real Estate Coordinator, 5201 Fen Oak Drive, Madison, WI 53718. Time is of the essence with respect to rental payments. Failure to make timely rental payments may result in termination of the Lease and may also impact LESSEE's ability to secure future leases.

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

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

**Section 9. NOTICES.** All payments and notices required to be sent under this Lease shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Lease, 5201 Fen Oak Drive, Madison, WI 53718. Notices to LESSEE shall be sent to DMK Farms LLC, 5467 Easy Street, Waunakee, WI 53597.

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

**Section 11. CONDITION OF PREMISES.** LESSEE has inspected the Premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the Premises in its present condition and to deliver the same in as good a condition at the termination of this Lease. In its use of the Premises, LESSEE shall follow the Soil Conservation Plan for the Premises and to follow those practices recommended by LWRD. LESSEE shall preserve established water courses,

tile drains, tile outlets, grass waterways and terraces and shall refrain from any operation that will injure them.

**Section 12. USE OF PREMISES, TERMINATION.** LESSEE shall not perform any acts or carry on any practices which may injure the Premises or be a nuisance or menace to neighboring property. LESSEE shall comply with all laws, statutes, ordinances, rules, regulations and plans of any governmental agency having authority or jurisdiction over the Premises or farming practices.

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

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

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

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

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

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

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

**Section 16. LESSOR'S AUTHORIZED AGENT.** All written authorizations on the part of LESSOR necessitated by this agreement or requested by LESSEE shall be made only by the Director 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. LESSEES with an annual work force of fewer than ten (10) employees are exempted from this requirement.

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

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

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

LESSOR:

\_\_\_\_\_  
Joseph T. Parisi

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell

\_\_\_\_\_  
Date

LESSEE:

  
\_\_\_\_\_  
Don Kaltenberg  
Member, DMK Farms LLC

1-17-20  
\_\_\_\_\_  
Date



# Conservation Plan Map

Owner: Dane County  
Walking Iron County Park  
Operator:

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

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 10-15-19



0 600 1,200 Feet