

Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	UHB Family Farms, LLC	MUNIS #	29042
Brief Contract Title/Description	4 year crop lease on approx. 37.2 acres in the Town of Blooming Grove at Lewis Nine Springs E-Way NRA.		
Contract Term	1/1/2023 - 12/31/2026		
Contract Amount	\$25,296		

Contract # Admin will assign	14921
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Sharene Smith	Name	Robert Uphoff
Phone #	608-575-4485	Phone #	608-222-7389
Email	smith.sharene@countyofdane.com	Email	rluphoff@aol.com
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP # _____
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by: _____	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 6, 2022 8:19 AM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14921
Attachments: 14921.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret	Read: 12/6/2022 8:54 AM	Approve: 12/6/2022 11:50 AM
	Hidalgo, Carmen	Read: 12/6/2022 8:38 AM	Approve: 12/6/2022 8:45 AM
	Gault, David	Read: 12/6/2022 9:47 AM	Approve: 12/6/2022 9:47 AM
	Lowndes, Daniel	Read: 12/6/2022 11:47 AM	Approve: 12/6/2022 11:47 AM
	Stavn, Stephanie	Read: 12/6/2022 11:10 AM	
	Oby, Joe		

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

Contract #14921

Department: Land & Water Resources

Vendor: UHB Family Farms LLC

Contract Description: 4-year Crop Lease at Lewis Nine Springs E-Way NRA in the Town of Blooming Grove (Res 256)

Contract Term: 1/1/23 – 12/31/26

Contract Amount: \$25,296.00

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.

APPROVAL OF 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

- Lease with existing Lessee to continue organic farming for the next 4 years;
- \$4,100 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Cherokee Marsh Natural Resource Area

Section 13, Town of Westport, 19 acres

- Lease with existing Lessee to continue cropping grassland;
- Rent is \$1,292.00 per year for 4 years;
- Lessee: Jay Williamson

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Donald County Park

Section 29, Town of Springdale, 54.8 acres

- Lease with existing Lessee to continue cropping hay;
- Rent is \$6,466.40 per year for 4 years;
- Lessee: David Powell

Falk Wells Sugar River Wildlife Area

Section 3, Town of Montrose, 8.9 acres

- Lease with existing Lessee to continue cropping landlocked parcel;
- Rent is \$1,401.75 per year for 4 years;
- Lessee: Tom Sarbacker

Lewis Nine Springs E-Way

Section 1, City of Fitchburg, 15.7 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$2,512.00 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Section 31, Town of Blooming Grove, 37.2 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$6,324 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Lower Mud Lake Natural Resource Area

Section 14, Town of Dunn, 62.9 acres

- Lease with existing Lessee to continue organic farming;
- Rent is \$4,088.50 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Lussier County Park and Crystal Lake Wildlife Area

Sections 2 and 3, Town of Roxbury, 73.5 acres

- Lease with existing Lessee that includes additional lands that were previously owned by the county but encumbered by a life estate. Lease includes mowing at Lussier County Park for weed management, mowing hiking trails and snow plowing at the Park;
- Rent is \$7,280.60 per year for 4 years (cropland acres);
- Lessee: Neal Schoepp

Springfield Hill Natural Resource Area

Section 26, Town of Roxbury, 38 acres

- Lease with existing Lessee which includes maintenance of three grade stabilization structures.
- Rent is \$4,560 per year for 4 years;
- Lessee: Allan G. Breunig

Following are leases for 5 years, January 1, 2023 – December 31, 2027

Donald County Park

Section 28, Town of Springdale, 6.2 acres

- New lease with new Lessee to crop hay on landlocked field. Adjoining neighbor had the previous lease and will allow this new tenant to cross their land for cropping purposes.

- 105 - Rent is \$637.98 per year for 5 years.
106 - Lessee: Doug Syvrud
107

108 **Ice Age Reserve**

109 Section 13, Town of Cross Plains, 92.5 acres

- 110 - New lease with existing tenant to continue cropping for five years with a renewal
111 option for another 5 years at the same rate, terms and conditions to work on prairie
112 conversion. Lease includes mowing of grasslands and maintaining a grass buffer
113 along the southern border of the property.
114 - Rent is \$14,800 per year for 5 years;
115 - Lessee: Michael G. Coyle
116

117 **Donald County Park**

118 Section 28 & 29, Town of Springdale, 90 acres

- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
122 trail buffers and snow removal for public access to the Park.
123 - Rental schedule per year at \$140 per acre for years 2023-2025 and \$130 per acre
124 in years 2026-2027:
125 o 2023: \$12,754
126 o 2024: \$7,874
127 o 2025: \$7,874
128 o 2026: \$5,838
129 o 2027: \$5,838
130

131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

- 133 - Lease with existing Lessee that will phase out corn and require hay and grass in
134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC
137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund
144

145 Revenue from the above described leases is included in the 2022 Budget.
146

147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;
150

151 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department
152 Director and the Real Estate Coordinator are authorized to act as the County's representative
153 in administering the leases.

L E A S E

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

W I T N E S S E T H

WHEREAS LESSOR is the owner of certain real property known as Lewis Nine Springs E-Way Natural Resource Area and partially described as follows:

Part of the SW ¼ of Section 31, Township 7N, Range 10E, in the Town of Blooming Grove, Dane County, Wisconsin, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 37.2 acres of the above-described land (said 37.2 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached map on Exhibit 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, 2023 and ending on the 31st day of December, 2026. 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, establishment of native vegetation and wildlife species habitat in order to protect land from over-growing in undesirable weeds and preparing the land for prairie restoration.

Section 4. LESSEE OBLIGATIONS. Throughout the term of this lease, LESSEE shall crop, operate, and maintain the premises according to and in compliance with Chapter 49 of the Dane County Code of Ordinances and the conditions of this lease. LESSEE shall confer with Dane County Land & Water Resources Land Conservation (LWRD) on all compliance issues.

A. Nutrient Management

1. LESSEE shall submit to LWRD annually by June 1st of each year, a Nutrient Management Plan (NMP) developed in accordance with the USDA Natural Resource Conservation Service (NRCS) 590 Nutrient Management conservation practice standards and specifications.
 - a. NMP shall be submitted electronically using the current version of SnapPlus, Wisconsin's nutrient management planning software.
 - i. Soil sample results shall be included with the NMP.
 - b. All leased acres shall be managed to not exceed tolerable soil loss ("T") as documented in the NMP.

- c. All leased acres shall be managed to not exceed the phosphorus index (PI) as documented in the NMP.
 2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
 3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.
- B. LESSEE shall follow no till standards in accordance with USDA-NRCS 329 Residue and Tillage Management, No Till conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:
 - a. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
 - b. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
 - c. Maintain crop residue standing during the winter period to trap snow.
 - d. Intensive grazing and removal of crop residue by baling is not allowed.
 - e. Residue is not allowed to be shredded after harvest.
- C. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP: Corn and Soybean rotation.
- D. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.
- E. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.
- F. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- G. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- H. 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.
- I. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- J. 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.
- K. LESSEE agrees to provide the following additional services at the premises for public recreation or land management:

1. LESSEE shall cut, spray or otherwise control Canada thistles and other weeds in the areas adjacent to the Capital City Trail.

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 \$170.00 per acre per year, for a total of \$6,324.00 annually. Payments, in equal installments of \$3,162.00 are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 5201 Fen Oak Drive, #208 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. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the end of November for the next crop season. 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 Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to 4561 Meadowview Road, Madison, WI 53711.

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 practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures 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.

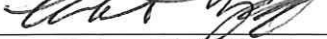
Section 21. TITLES FOR CONVENIENCE ONLY. The various headings and titles used as section headings herein are for convenience and ease of reference only and shall have no substantive effect whatsoever on the agreement of the parties.

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 22 day of November, 2022

LESSEE

LESSOR

BY:  Member

Robert Uphoff, Member
UHB Family Farms, LLC

BY: _____

Joseph T. Parisi
COUNTY EXECUTIVE

BY:  member

Brian Uphoff, Member
UHB Family Farms, LLC

BY: _____

Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

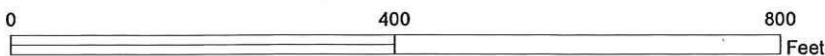
Property: Lewis Nine Springs E-way
Owner: Dane County
Operator: UHB Family Farms, LLC

Town: Blooming Grove
Township/Range/Section
T07N, R10E, s. 31

11/9/2022



Field 1
37.2 ac.
Cropland
HEL



*Dane County Land & Water Resources Department
USDA Natural Resources Conservation Service
Digital orthophoto taken 2010.*

Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	Doudlah Farms, LLC	MUNIS #	26474
Brief Contract Title/Description	4 year crop lease on approx. 62.9 acres at Lower Mud Lake NRA.		
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<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Sharene Smith	Name	Mark Doudlah
Phone #	608-576-4485	Phone #	608-490-0925
Email	smith.sharene@countyofdane.com	Email	mark.r.doudlah@gmail.com
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
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Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
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APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 6, 2022 8:21 AM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14922
Attachments: 14922.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret	Read: 12/6/2022 9:15 AM	Approve: 12/6/2022 11:50 AM
	Hidalgo, Carmen	Read: 12/6/2022 8:46 AM	Approve: 12/6/2022 8:46 AM
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	Oby, Joe		

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

Contract #14922
Department: Land & Water Resources
Vendor: Doudlah Farms LLC
Contract Description: 4-year Crop Lease at Lower Mud Lake NRA (Res 256)
Contract Term: 1/1/23 – 12/31/26
Contract Amount: \$16,354.00

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

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APPROVAL OF 2023 CROP LEASES ON COUNTY LAND

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

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130

131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

- 133 - Lease with existing Lessee that will phase out corn and require hay and grass in
134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC
137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund
144

145 Revenue from the above described leases is included in the 2022 Budget.
146

147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;
150

151 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department
152 Director and the Real Estate Coordinator are authorized to act as the County's representative
153 in administering the leases.

L E A S E

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

W I T N E S S E T H

WHEREAS LESSOR is the owner of certain real property known as Lower Mud Lake Natural Resource Area partially described as follows:

Part of the E ½ of Section 14, Township 6N, Range 6N, 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 62.9 acres of the above-described land (said 62.9 acres hereinafter referred to as “the premises”) and which are more particularly shown on the attached map on Exhibit 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, 2023 and ending on the 31st day of December, 2026. 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 use and sole permitted use of the premises by the LESSEE is for organic farming and approved organic production.

Section 4. LESSEE OBLIGATIONS. Throughout the term of this lease, LESSEE shall crop, operate, and maintain the premises according to and in compliance with Chapter 49 of the Dane County Ordinances. LESSEE shall confer with Dane County Land & Water Resources Land Conservation (LWRD) on compliance issues.

A. Organic Standards

1. 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.
2. 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.

B. Nutrient Management

1. LESSEE shall also submit to LWRD by June 1, 2023 a nutrient management plan developed according to the USDA Natural Resource Conservation Service 590

standards and specifications. Said Plan shall be submitted using SNAP-PLUS Wisconsin nutrient management planning software program.

2. 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, 2023.
 3. No phosphorus may be applied except as approved in the Nutrient Management Plan.
- C. Manure application and crop rotation will be determined by the Nutrient Management Plan. The amount of manure applied will be based on the University of Wisconsin fertilizer recommendations for the current crop. Application of manure on saturated soils is prohibited. Spreading of manure on snow-covered or frozen ground is prohibited.
- D. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- E. 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.
- F. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- G. 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 on the 62.9 acres only the amount of \$65.00 per acre per year, for a total of \$4,088.50 annually. Payments, in equal installments of \$2,044.25 are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Crop Leases, 5201 Fen Oak Drive, #208 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 Leases, 5201 Fen Oak Drive, Madison, WI

53718. Notices to LESSEE shall be sent to Doudlah Farms, LLC, 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 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 practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures 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 _____, 2022

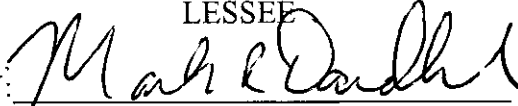
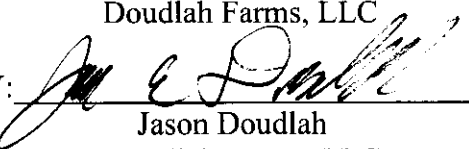
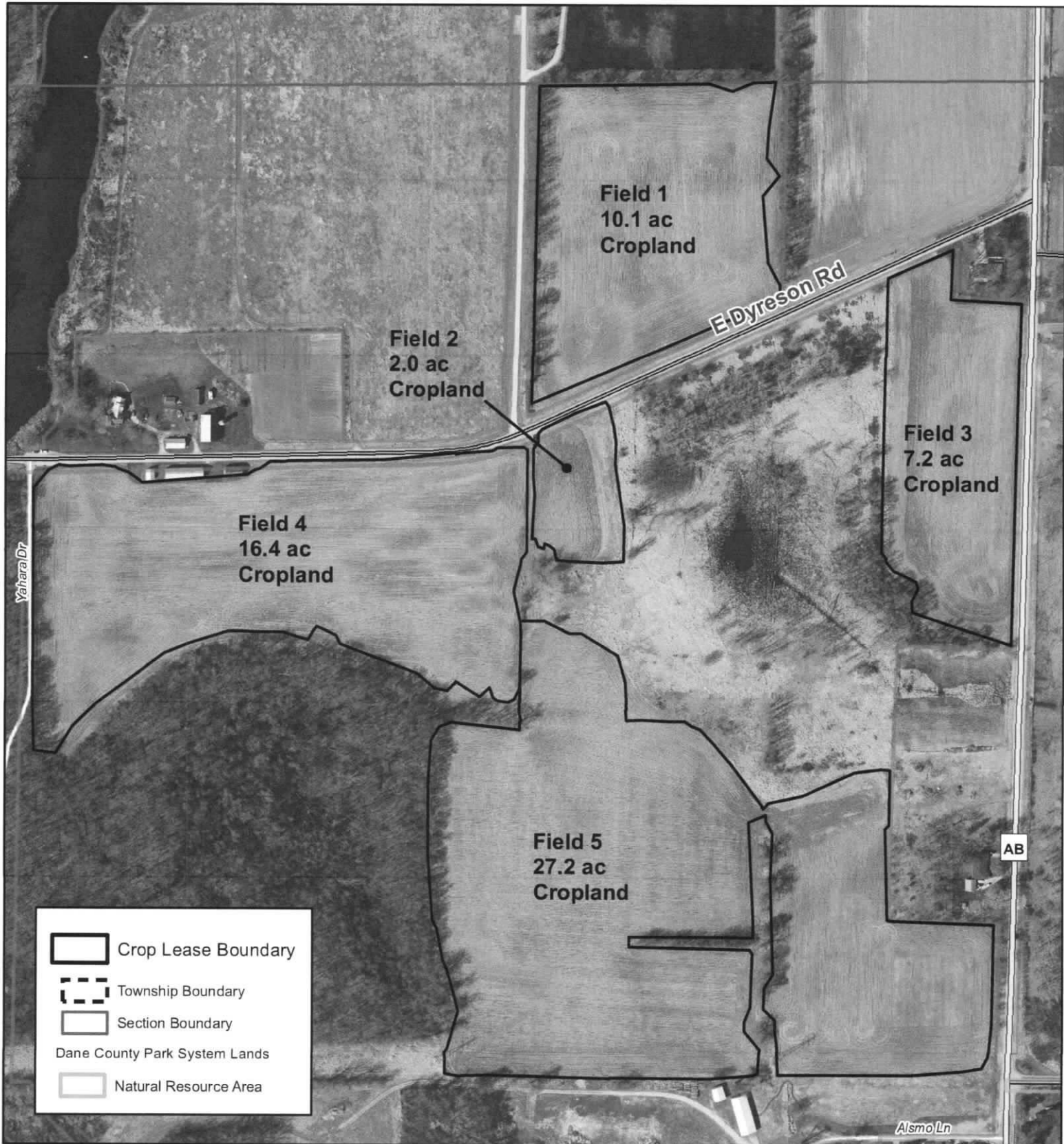
LESSEE		LESSOR	
BY: 	BY: _____	Joseph T. Parisi	COUNTY EXECUTIVE
Mark R. Doudlah Doudlah Farms, LLC			
BY: 	BY: _____	Scott McDonell	COUNTY CLERK
Jason Doudlah Doudlah Farms, LLC			

Exhibit A, Dane County Lease Map

Property: Lower Mud Lake Natural Resource Area
Owner: Dane County
Lessee: Doudlah

Town: Dunn
Township/Range/Section:
T06N R10E s. 14

11/1/2022



Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	Neal Schoepp	MUNIS #	11649
Brief Contract Title/Description	4 year crop lease on approx. 61.7 acres at Lussier County Park and Crystal Lake Wildlife Area.		
Contract Term	1/1/2023 - 12/31/2026		
Contract Amount	\$29,122.40		

Contract # Admin will assign	14923
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Sharene Smith	Name	Neal Schoepp
Phone #	608-576-4485	Phone #	608-643-3667
Email	smith.sharene@countyofdane.com	Email	ellenschoepp1943@gmail.com
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 6, 2022 9:35 AM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14923
Attachments: 14923.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 12/6/2022 11:51 AM
	Hidalgo, Carmen	Read: 12/6/2022 9:50 AM	Approve: 12/6/2022 9:51 AM
	Gault, David	Read: 12/6/2022 9:48 AM	Approve: 12/6/2022 9:48 AM
	Lowndes, Daniel	Read: 12/6/2022 11:47 AM	Approve: 12/6/2022 11:47 AM
	Stavn, Stephanie	Read: 12/6/2022 11:11 AM	
	Oby, Joe		

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

Contract #14923
Department: Land & Water Resources
Vendor: Neal Schoepp
Contract Description: 4-year Crop Lease at Lussier County Park & Crystal Lake Wildlife Area (Res 256)
Contract Term: 1/1/23 – 12/31/26
Contract Amount: \$29,122.40

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

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127 o 2025: \$7,874
128 o 2026: \$5,838
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131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

- 133 - Lease with existing Lessee that will phase out corn and require hay and grass in
134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC
137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund
144

145 Revenue from the above described leases is included in the 2022 Budget.
146

147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;
150

151 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department
152 Director and the Real Estate Coordinator are authorized to act as the County's representative
153 in administering the leases.

LEASE

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

WITNESSETH

WHEREAS LESSOR is the owner of certain real property known as Lussier County Park and Crystal Lake Wildlife Area and partially described as follows:

That part of the W ½ of the of Section 2 and that part of the N ½ of Section 3, all in Township 9N, Range 7E, Town of Roxbury, Dane County, Wisconsin, totaling approximately 285 acres;

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 73.5 acres of the above-described land consisting of 61.7 cropland acres and 11.8 grassland acres (said 73.5 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached map on Exhibit 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, 2023 and ending on the 31st day of December, 2026. 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, establishment of native vegetation and wildlife species habitat in order to protect land from over-growing in undesirable weeds and preparing the land for prairie restoration.

Section 4. LESSEE OBLIGATIONS. Throughout the term of this lease, LESSEE shall crop, operate, and maintain the premises according to and in compliance with Chapter 49 of the Dane County Code of Ordinances and the conditions of this lease. LESSEE shall confer with Dane County Land & Water Resources Land Conservation (LWRD) on all compliance issues.

A. Nutrient Management

1. LESSEE shall submit to LWRD annually by June 1st of each year, a Nutrient Management Plan (NMP) developed in accordance with the USDA Natural Resource Conservation Service (NRCS) 590 Nutrient Management conservation practice standards and specifications.
 - a. NMP shall be submitted electronically using the current version of SnapPlus, Wisconsin's nutrient management planning software.
 - i. Soil sample results shall be included with the NMP.

- b. All leased acres shall be managed to not exceed tolerable soil loss ("T") as documented in the NMP.
 - c. All leased acres shall be managed to not exceed the phosphorus index (PI) as documented in the NMP.
 2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
 3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.
- B. LESSEE shall follow no till standards in accordance with USDA-NRCS 329 Residue and Tillage Management, No Till conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:
 1. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
 2. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
 3. Maintain crop residue standing during the winter period to trap snow.
 4. Intensive grazing and removal of crop residue by baling is not allowed.
 5. Residue is not allowed to be shredded after harvest.
- C. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP: Corn, Soybeans and Hay.
- D. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.
- E. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.
- F. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- G. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- H. 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.
- I. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- J. 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.

K. LESSEE agrees to provide the following additional services at the premises for public recreation or land management:

1. When conditions allow, LESSEE shall mow open areas one to two times per summer at Lussier County Park for weed management and mow hiking trails one to two times per month as shown on the Exhibit B map.
 - a. LESSEE shall also mow around boat launch, entrance sign, driveway, roadways, vault toilet, and gravel path.
2. LESSEE shall plow snow at the Lussier County Park parking lot.
 - a. LESSEE shall keep track of hours and submit to LWRD for credit towards rent.

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 \$118.00 per cropland acres per year, for a total of \$7,280.60 annually. Payments, in equal installments of \$3,640.30 are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 5201 Fen Oak Drive, #208 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. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the end of November for the next crop season. 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 Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to N585 Schoepp Road, Sauk City, Wisconsin.

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 practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing

conservation practices including but not limited to grass waterways, terraces and grade stabilization structures 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 _____, 20_____.

LESSEE

LESSOR

BY: Neal Schoepp
Neal Schoepp

BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

BY: _____

BY: _____
Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

Property: Lussier County Park
Crystal Lake Wildlife Area
Owner: Dane County
Lessee: Schoepp

Town: Roxbury
Township/Range/Section:
T09N R07E s. 2, 3

11/9/2022

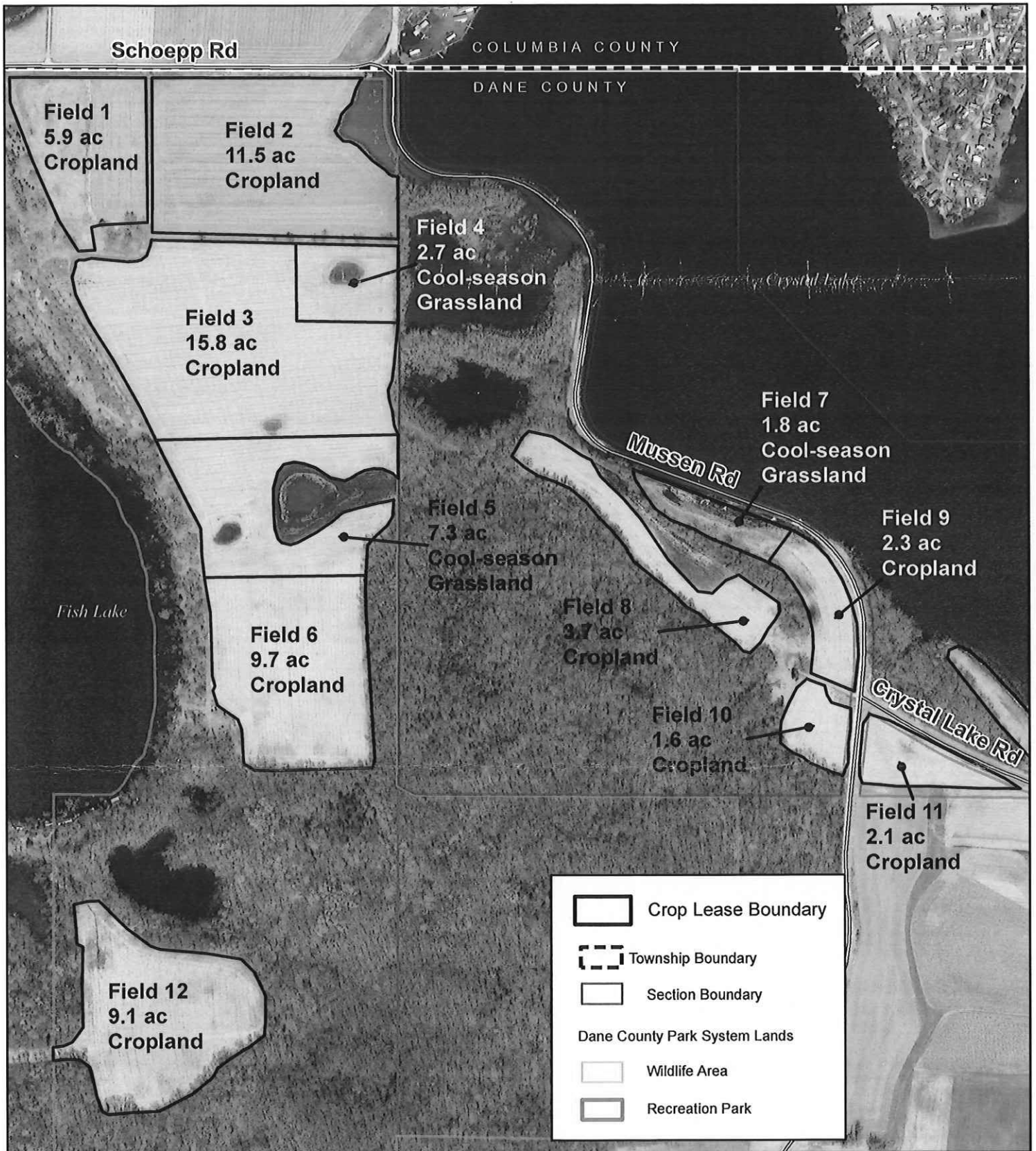


Exhibit B, Lussier County Park - Mowing Map



0 150 300 600 900 1,200 Feet

Date created: 11/9/2022
File path: H:\Parks\Mapping\Parks\Lussier\
Maps\Mowing\Lussier_SchoeppMowingMap.mxd

Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	Allan Breunig	MUNIS #	10778
Brief Contract Title/Description	4 year crop lease on approx. 38 acres at Springfield Hill NRA.		
Contract Term	1/1/2023 - 12/31/2026		
Contract Amount	\$18,240		

Contract # Admin will assign	14924
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Sharene Smith	Name	Allan Breunig
Phone #	608-575-4485	Phone #	608-643-3844
Email	smith.sharene@countyofdane.com	Email	
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP # _____
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by: _____	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 6, 2022 9:37 AM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14924
Attachments: 14924.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 12/6/2022 11:51 AM
	Hidalgo, Carmen	Read: 12/6/2022 9:46 AM	Approve: 12/6/2022 9:52 AM
	Gault, David	Read: 12/6/2022 9:48 AM	Approve: 12/6/2022 9:48 AM
	Lowndes, Daniel	Read: 12/6/2022 11:48 AM	Approve: 12/6/2022 11:48 AM
	Stavn, Stephanie	Read: 12/6/2022 11:11 AM	
	Oby, Joe		

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

Contract #14924
Department: Land & Water Resources
Vendor: Allan Breunig
Contract Description: 4-year Crop Lease at Springfield Hill NRA (Res 256)
Contract Term: 1/1/23 – 12/31/26
Contract Amount: \$18,240.00

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.

APPROVAL OF 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

- Lease with existing Lessee to continue organic farming for the next 4 years;
- \$4,100 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Cherokee Marsh Natural Resource Area

Section 13, Town of Westport, 19 acres

- Lease with existing Lessee to continue cropping grassland;
- Rent is \$1,292.00 per year for 4 years;
- Lessee: Jay Williamson

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Donald County Park

Section 29, Town of Springdale, 54.8 acres

- Lease with existing Lessee to continue cropping hay;
- Rent is \$6,466.40 per year for 4 years;
- Lessee: David Powell

Falk Wells Sugar River Wildlife Area

Section 3, Town of Montrose, 8.9 acres

- Lease with existing Lessee to continue cropping landlocked parcel;
- Rent is \$1,401.75 per year for 4 years;
- Lessee: Tom Sarbacker

Lewis Nine Springs E-Way

Section 1, City of Fitchburg, 15.7 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$2,512.00 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Section 31, Town of Blooming Grove, 37.2 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$6,324 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Lower Mud Lake Natural Resource Area

Section 14, Town of Dunn, 62.9 acres

- Lease with existing Lessee to continue organic farming;
- Rent is \$4,088.50 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Lussier County Park and Crystal Lake Wildlife Area

Sections 2 and 3, Town of Roxbury, 73.5 acres

- Lease with existing Lessee that includes additional lands that were previously owned by the county but encumbered by a life estate. Lease includes mowing at Lussier County Park for weed management, mowing hiking trails and snow plowing at the Park;
- Rent is \$7,280.60 per year for 4 years (cropland acres);
- Lessee: Neal Schoepp

Springfield Hill Natural Resource Area

Section 26, Town of Roxbury, 38 acres

- Lease with existing Lessee which includes maintenance of three grade stabilization structures.
- Rent is \$4,560 per year for 4 years;
- Lessee: Allan G. Breunig

Following are leases for 5 years, January 1, 2023 – December 31, 2027

Donald County Park

Section 28, Town of Springdale, 6.2 acres

- New lease with new Lessee to crop hay on landlocked field. Adjoining neighbor had the previous lease and will allow this new tenant to cross their land for cropping purposes.

- 105 - Rent is \$637.98 per year for 5 years.
106 - Lessee: Doug Syvrud

107

108 **Ice Age Reserve**

109 Section 13, Town of Cross Plains, 92.5 acres

- 110 - New lease with existing tenant to continue cropping for five years with a renewal
111 option for another 5 years at the same rate, terms and conditions to work on prairie
112 conversion. Lease includes mowing of grasslands and maintaining a grass buffer
113 along the southern border of the property.
114 - Rent is \$14,800 per year for 5 years;
115 - Lessee: Michael G. Coyle

116

117 **Donald County Park**

118 Section 28 & 29, Town of Springdale, 90 acres

- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
122 trail buffers and snow removal for public access to the Park.
123 - Rental schedule per year at \$140 per acre for years 2023-2025 and \$130 per acre
124 in years 2026-2027:
125 o 2023: \$12,754
126 o 2024: \$7,874
127 o 2025: \$7,874
128 o 2026: \$5,838
129 o 2027: \$5,838

130

131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

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134 order to provide wetland protection and wildlife habitat;
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137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
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144

145 Revenue from the above described leases is included in the 2022 Budget.

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147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
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151 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department
152 Director and the Real Estate Coordinator are authorized to act as the County's representative
153 in administering the leases.

LEASE

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

WITNESSETH

WHEREAS LESSOR is the owner of certain real property known as Springfield Hill Natural Resource Area and partially described as follows:

Part of the SE ¼ of the NE ¼ of the SE ¼ of Section 26, Township 9N, Range 7E, Town of Roxbury, Dane County, Wisconsin, totaling approximately 80 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately thirty-eight (38) acres of the above-described land (said 38 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached map on Exhibit 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:

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 - a. NMP shall be submitted electronically using the current version of SnapPlus, Wisconsin's nutrient management planning software.
 - i. Soil sample results shall be included with the NMP.
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 3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.
- B. LESSEE shall follow no till standards in accordance with USDA-NRCS 329 Residue and Tillage Management, No Till conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:
- a. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
 - b. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
 - c. Maintain crop residue standing during the winter period to trap snow.
 - d. Intensive grazing and removal of crop residue by baling is not allowed.
 - e. Residue is not allowed to be shredded after harvest.
- C. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP: Corn and Soybean rotation.
- D. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.
- E. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.
- F. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- G. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- H. 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.
- I. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- J. 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.
- K. LESSEE agrees to provide the following additional services at the premises for public recreation or land management:

- a. LESSEE shall maintain the grade stabilization structures located on the premises as follows:
 - i. Mow grasses to approximately 8 inches when possible.
 - ii. Control weeds and invading brush.
 - iii. Inspect these practices frequently, especially after heavy rains. Fill and see or add sod to small rills or gullies immediately upon noting damage.
 - iv. Protect all practices from grass herbicide application or run-off.
 - v. Refrain from tilling the edge of the structures adjacent to the crop field.
 - vi. Inspect the basin's perforated riser pipe and orifice after storms when possible. Remove all debris.
 - vii. Inspect the basin for burrowing rodents and notify the County if present.

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 \$120.00 per acre per year, for a total of \$4,560.00 annually. Payments, in equal installments of \$2,280.00 are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 5201 Fen Oak Drive, #208 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. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the end of November for the next crop season. 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 Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to Allan Breunig, 8080 County Road V, Sauk City, WI 53583.

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 practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures 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 1 day of November, 2022.

LESSEE

LESSOR

BY: Allan G. Breunig, BY: _____
Allan G. Breunig

Joseph T. Parisi
COUNTY EXECUTIVE

BY: _____

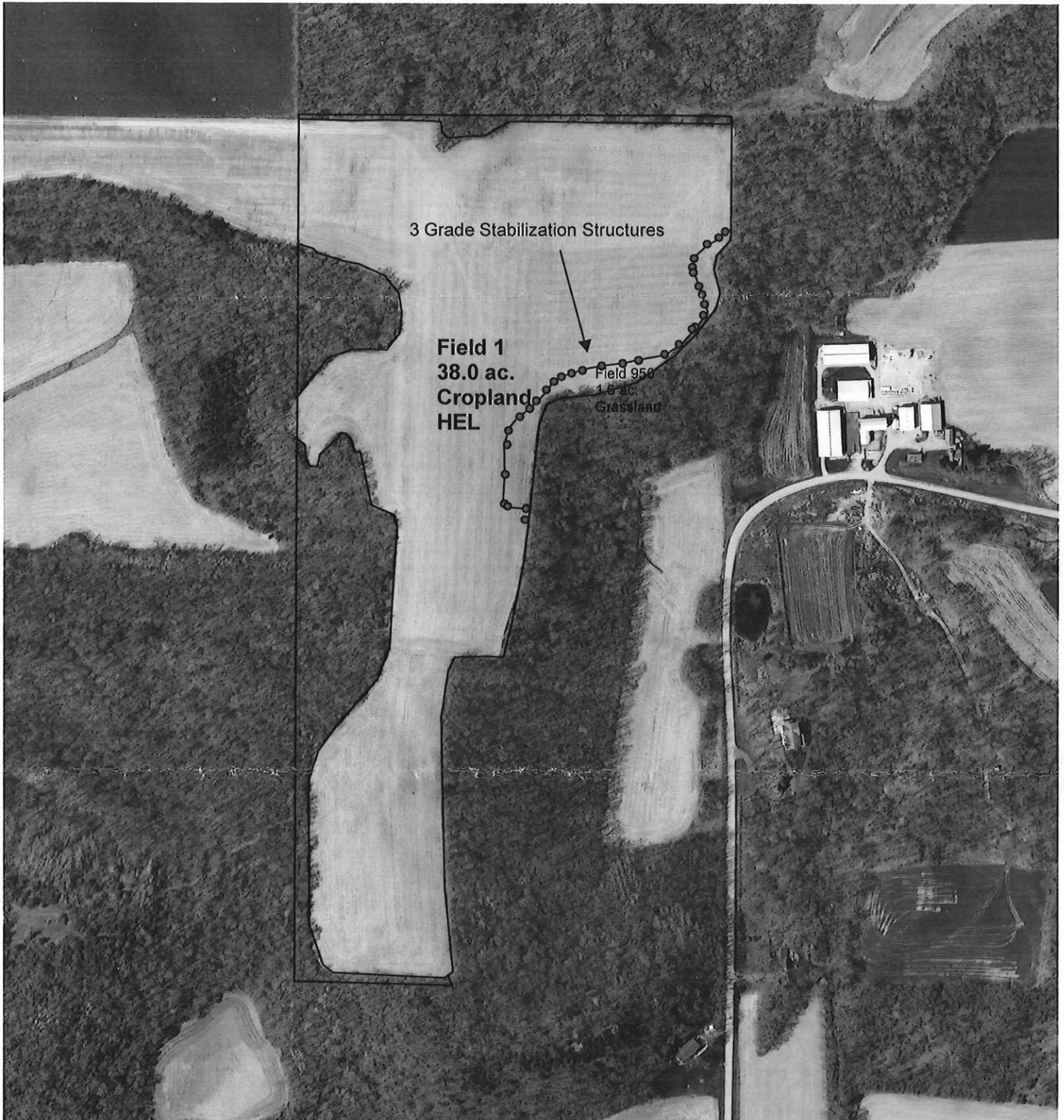
BY: _____
Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

Property: Springfield Hill NRA
Owner: Dane County
Lessee: Breunig

Town: Roxbury
Township/Range Section:
T09N, R07E, s. 26

10/24/2022



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

Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	Doug Syvrud	MUNIS #	33370
Brief Contract Title/Description	5 year crop lease on approx. 6.2 acres at Donald County Park.		
Contract Term	1/1/2023 - 12/31/2027		
Contract Amount	\$2,551.92		

Contract # Admin will assign	14925
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Sharene Smith	Name	Doug Syvrud
Phone #	608-575-4485	Phone #	608-577-6261
Email	smith.sharene@countyofdane.com	Email	csyvrud@draschools.org
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP # _____
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by: _____	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 6, 2022 9:47 AM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14925
Attachments: 14925.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 12/6/2022 11:51 AM
	Hidalgo, Carmen	Read: 12/6/2022 9:50 AM	Approve: 12/6/2022 9:53 AM
	Gault, David		Approve: 12/6/2022 9:49 AM
	Lowndes, Daniel	Read: 12/6/2022 11:48 AM	Approve: 12/6/2022 11:48 AM
	Stavn, Stephanie	Read: 12/6/2022 11:11 AM	
	Oby, Joe		

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

Contract #14925
Department: Land & Water Resources
Vendor: Doug Syvrud
Contract Description: 5-year Crop Lease at Donald County Park (Res 256)
Contract Term: 1/1/23 – 12/31/27
Contract Amount: \$2,551.92

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.

APPROVAL OF 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

- Lease with existing Lessee to continue organic farming for the next 4 years;
- \$4,100 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Cherokee Marsh Natural Resource Area

Section 13, Town of Westport, 19 acres

- Lease with existing Lessee to continue cropping grassland;
- Rent is \$1,292.00 per year for 4 years;
- Lessee: Jay Williamson

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Donald County Park

Section 29, Town of Springdale, 54.8 acres

- Lease with existing Lessee to continue cropping hay;
- Rent is \$6,466.40 per year for 4 years;
- Lessee: David Powell

Falk Wells Sugar River Wildlife Area

Section 3, Town of Montrose, 8.9 acres

- Lease with existing Lessee to continue cropping landlocked parcel;
- Rent is \$1,401.75 per year for 4 years;
- Lessee: Tom Sarbacker

Lewis Nine Springs E-Way

Section 1, City of Fitchburg, 15.7 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$2,512.00 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Section 31, Town of Blooming Grove, 37.2 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$6,324 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Lower Mud Lake Natural Resource Area

Section 14, Town of Dunn, 62.9 acres

- Lease with existing Lessee to continue organic farming;
- Rent is \$4,088.50 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Lussier County Park and Crystal Lake Wildlife Area

Sections 2 and 3, Town of Roxbury, 73.5 acres

- Lease with existing Lessee that includes additional lands that were previously owned by the county but encumbered by a life estate. Lease includes mowing at Lussier County Park for weed management, mowing hiking trails and snow plowing at the Park;
- Rent is \$7,280.60 per year for 4 years (cropland acres);
- Lessee: Neal Schoepp

Springfield Hill Natural Resource Area

Section 26, Town of Roxbury, 38 acres

- Lease with existing Lessee which includes maintenance of three grade stabilization structures.
- Rent is \$4,560 per year for 4 years;
- Lessee: Allan G. Breunig

Following are leases for 5 years, January 1, 2023 – December 31, 2027

Donald County Park

Section 28, Town of Springdale, 6.2 acres

- New lease with new Lessee to crop hay on landlocked field. Adjoining neighbor had the previous lease and will allow this new tenant to cross their land for cropping purposes.

- 105 - Rent is \$637.98 per year for 5 years.
106 - Lessee: Doug Syvrud

107

108 **Ice Age Reserve**

109 Section 13, Town of Cross Plains, 92.5 acres

- 110 - New lease with existing tenant to continue cropping for five years with a renewal
111 option for another 5 years at the same rate, terms and conditions to work on prairie
112 conversion. Lease includes mowing of grasslands and maintaining a grass buffer
113 along the southern border of the property.
114 - Rent is \$14,800 per year for 5 years;
115 - Lessee: Michael G. Coyle

116

117 **Donald County Park**

118 Section 28 & 29, Town of Springdale, 90 acres

- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
122 trail buffers and snow removal for public access to the Park.
123 - Rental schedule per year at \$140 per acre for years 2023-2025 and \$130 per acre
124 in years 2026-2027:
125 o 2023: \$12,754
126 o 2024: \$7,874
127 o 2025: \$7,874
128 o 2026: \$5,838
129 o 2027: \$5,838

130

131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

- 133 - Lease with existing Lessee that will phase out corn and require hay and grass in
134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC

137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund

144

145 Revenue from the above described leases is included in the 2022 Budget.

146

147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;

150

151 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department
152 Director and the Real Estate Coordinator are authorized to act as the County's representative
153 in administering the leases.

L E A S E

THIS LEASE, made and entered into by and between the County of Dane (hereinafter referred to as “LESSOR”) and Doug Syvrud (“LESSEE”).

W I T N E S S E T H

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

Part of the SW ¼ of the NW ¼ of Section 28, Township 6N, Range 7E, Town of Springdale, Dane County, Wisconsin totaling approximately 40 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 6.2 acres of the above-described land (said 6.2 acres hereinafter referred to as “the premises”) and which are more particularly shown on the attached map on Exhibit 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 five (5) years, commencing as of the first day of January, 2023 and ending on the 31st day of December, 2027. 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, establishment of native vegetation and wildlife species habitat in order to protect land from over-growing in undesirable weeds and preparing the land for prairie restoration.

Section 4. LESSEE OBLIGATIONS. Throughout the term of this lease, LESSEE shall crop, operate, and maintain the premises according to and in compliance with Chapter 49 of the Dane County Code of Ordinances and the conditions of this lease. LESSEE shall confer with Dane County Land & Water Resources Land Conservation (LWRD) on all compliance issues.

A. Nutrient Management

1. LESSEE shall submit to LWRD annually by June 1st of each year, a Nutrient Management Plan (NMP) developed in accordance with the USDA Natural Resource Conservation Service (NRCS) 590 Nutrient Management conservation practice standards and specifications.
 - a. NMP shall be submitted electronically using the current version of SnapPlus, Wisconsin’s nutrient management planning software.
 - i. Soil sample results shall be included with the NMP.
 - b. All leased acres shall be managed to not exceed tolerable soil loss (“T”) as documented in the NMP.

- c. All leased acres shall be managed to not exceed the phosphorus index (PI) as documented in the NMP.
 2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
 3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.
- B. LESSEE shall follow no till standards in accordance with USDA-NRCS 329 Residue and Tillage Management, No Till conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:
1. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
 2. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
 3. Maintain crop residue standing during the winter period to trap snow.
 4. Intensive grazing and removal of crop residue by baling is not allowed.
 5. Residue is not allowed to be shredded after harvest.
- C. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP: Alfalfa with Brome and Oat cover crop.
- D. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.
- E. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.
- F. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- G. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- H. 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.
- I. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- J. 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.
- K. LESSEE agrees to provide the following additional services at the premises for public recreation or land management: N/A

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 \$102.90 per acre per year, for a total of \$637.98 annually. Payments, in equal installments of \$318.99 are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 5201 Fen Oak Drive, #208 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. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the end of November for the next crop season. 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 Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to 8940 Weeping Willow Road, 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 practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures 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.

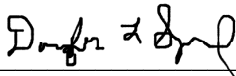
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Section 21. TITLES FOR CONVENIENCE ONLY. The various headings and titles used as section headings herein are for convenience and ease of reference only and shall have no substantive effect whatsoever on the agreement of the parties.

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 1st day of December, 2022.

LESSEE

BY: 
Doug Syvrud

LESSOR

BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

BY: _____

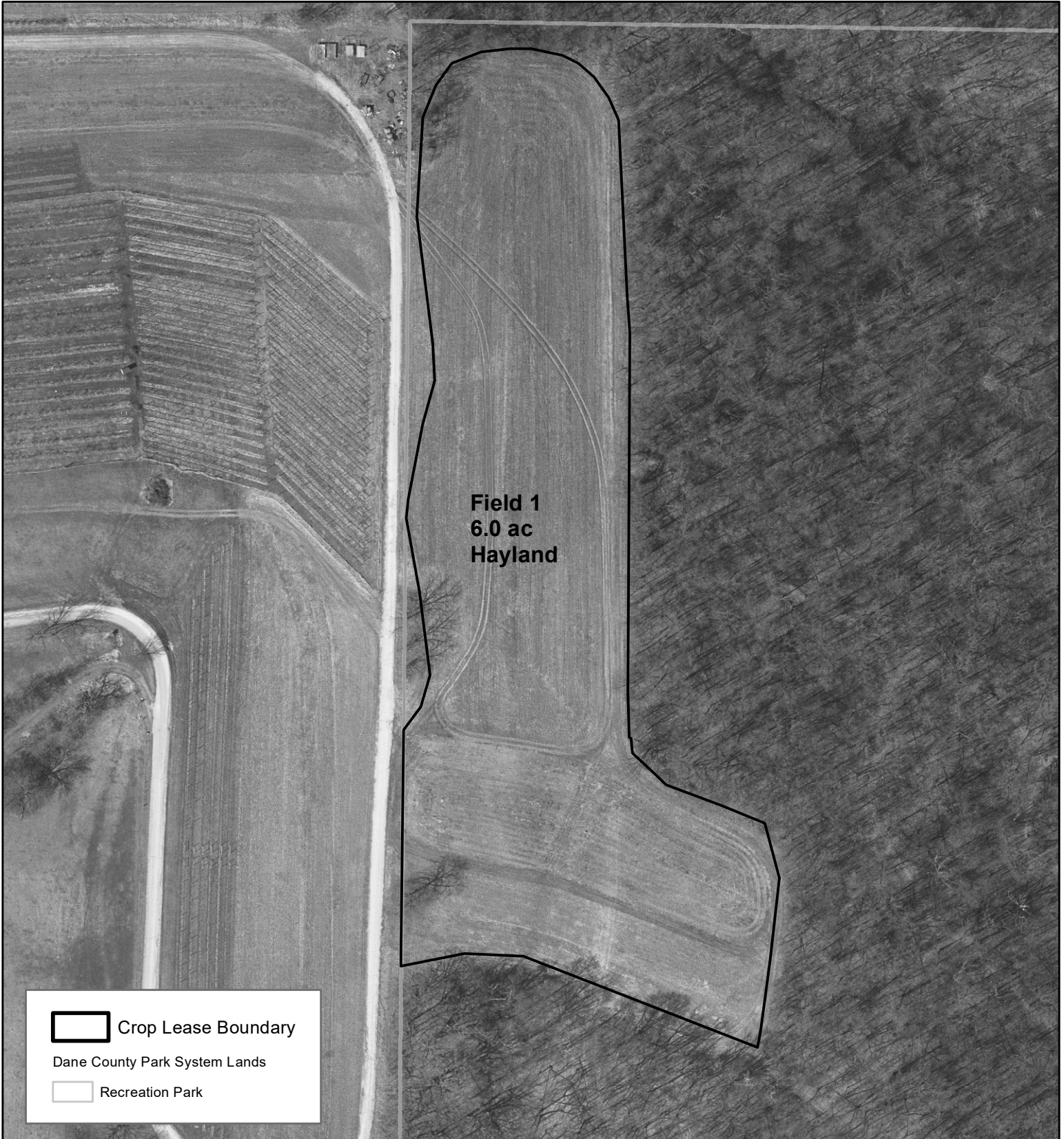
BY: _____
Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

Property: Donald County Park
Owner: Dane County
Lessee: Syvrud

Town: Springdale
Township/Range/Section:
T06N R07E s. 28

11/3/2022



0 100 200
Feet

Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	Michael G. Coyle	MUNIS #	25246
Brief Contract Title/Description	5 year crop lease on approx. 92.5 acres in Cross Plains at the Ice Age Reserve; option to renew for an additional 5 years.		
Contract Term	1/1/2023 - 12/31/2027		
Contract Amount	\$74,000		

Contract # Admin will assign	14926
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Sharene Smith	Name	Michael Coyle
Phone #	608-575-4485	Phone #	608-516-4955
Email	smith.sharene@countyofdane.com	Email	coylefarm1@yahoo.com
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req #	Org:	Obj:	Proj:
	Year	Org:	Obj:	Proj:
		Org:	Obj:	Proj:

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 6, 2022 9:52 AM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14926
Attachments: 14926.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 12/6/2022 11:52 AM
	Hidalgo, Carmen	Read: 12/6/2022 9:53 AM	Approve: 12/6/2022 11:59 AM
	Gault, David	Read: 12/6/2022 11:11 AM	Approve: 12/6/2022 11:11 AM
	Lowndes, Daniel	Read: 12/6/2022 11:48 AM	Approve: 12/6/2022 11:48 AM
	Stavn, Stephanie	Read: 12/6/2022 11:11 AM	
	Oby, Joe		

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

Contract #14926
Department: Land & Water Resources
Vendor: Michael G. Coyle
Contract Description: 5-year Crop Lease at Ice Age Reserve in Cross Plains (Res 256)
Contract Term: 1/1/23 – 12/31/27
Contract Amount: \$74,000.00

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.

APPROVAL OF 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

- Lease with existing Lessee to continue organic farming for the next 4 years;
- \$4,100 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Cherokee Marsh Natural Resource Area

Section 13, Town of Westport, 19 acres

- Lease with existing Lessee to continue cropping grassland;
- Rent is \$1,292.00 per year for 4 years;
- Lessee: Jay Williamson

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Donald County Park

Section 29, Town of Springdale, 54.8 acres

- Lease with existing Lessee to continue cropping hay;
- Rent is \$6,466.40 per year for 4 years;
- Lessee: David Powell

Falk Wells Sugar River Wildlife Area

Section 3, Town of Montrose, 8.9 acres

- Lease with existing Lessee to continue cropping landlocked parcel;
- Rent is \$1,401.75 per year for 4 years;
- Lessee: Tom Sarbacker

Lewis Nine Springs E-Way

Section 1, City of Fitchburg, 15.7 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$2,512.00 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Section 31, Town of Blooming Grove, 37.2 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$6,324 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Lower Mud Lake Natural Resource Area

Section 14, Town of Dunn, 62.9 acres

- Lease with existing Lessee to continue organic farming;
- Rent is \$4,088.50 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Lussier County Park and Crystal Lake Wildlife Area

Sections 2 and 3, Town of Roxbury, 73.5 acres

- Lease with existing Lessee that includes additional lands that were previously owned by the county but encumbered by a life estate. Lease includes mowing at Lussier County Park for weed management, mowing hiking trails and snow plowing at the Park;
- Rent is \$7,280.60 per year for 4 years (cropland acres);
- Lessee: Neal Schoepp

Springfield Hill Natural Resource Area

Section 26, Town of Roxbury, 38 acres

- Lease with existing Lessee which includes maintenance of three grade stabilization structures.
- Rent is \$4,560 per year for 4 years;
- Lessee: Allan G. Breunig

Following are leases for 5 years, January 1, 2023 – December 31, 2027

Donald County Park

Section 28, Town of Springdale, 6.2 acres

- New lease with new Lessee to crop hay on landlocked field. Adjoining neighbor had the previous lease and will allow this new tenant to cross their land for cropping purposes.

- 105 - Rent is \$637.98 per year for 5 years.
106 - Lessee: Doug Syvrud
107

108 **Ice Age Reserve**

109 Section 13, Town of Cross Plains, 92.5 acres

- 110 - New lease with existing tenant to continue cropping for five years with a renewal
111 option for another 5 years at the same rate, terms and conditions to work on prairie
112 conversion. Lease includes mowing of grasslands and maintaining a grass buffer
113 along the southern border of the property.
114 - Rent is \$14,800 per year for 5 years;
115 - Lessee: Michael G. Coyle
116

117 **Donald County Park**

118 Section 28 & 29, Town of Springdale, 90 acres

- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
122 trail buffers and snow removal for public access to the Park.
123 - Rental schedule per year at \$140 per acre for years 2023-2025 and \$130 per acre
124 in years 2026-2027:
125 o 2023: \$12,754
126 o 2024: \$7,874
127 o 2025: \$7,874
128 o 2026: \$5,838
129 o 2027: \$5,838
130

131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

- 133 - Lease with existing Lessee that will phase out corn and require hay and grass in
134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC
137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund
144

145 Revenue from the above described leases is included in the 2022 Budget.
146

147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;
150

151 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department
152 Director and the Real Estate Coordinator are authorized to act as the County's representative
153 in administering the leases.

LEASE

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

WITNESSETH

WHEREAS LESSOR is the owner of certain real property known as Ice Age Trail Reserve and partially described as follows:

Part of the SE ¼ of Section 3, Township 7N, Range 7E, Town of Cross Plains, Dane County, Wisconsin, totaling approximately 131 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 92.5 acres of the above-described land (said 92.5 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached map on Exhibit 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 five (5) years, commencing as of the first day of January, 2023 and ending on the 31st day of December, 2027. LESSOR or LESSEE may terminate the lease without penalty at the end of any crop year.

Section 2. RENEWAL OPTION. LESSEE shall have the option to renew this lease for an additional five (5) year term under the terms and conditions set forth herein. LESSEE shall notify LESSOR of intent to renew this lease at least 60 days before the expiration date of this lease.

Section 3. 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 4. INTENDED USE AND PROVISIONS. The intended uses and sole permitted uses of the premises by the LESSEE are as agricultural cropland, hay land, establishment of native vegetation and wildlife species habitat in order to protect land from over-growing in undesirable weeds and preparing the land for prairie restoration.

Section 5. LESSEE OBLIGATIONS. Throughout the term of this lease, LESSEE shall crop, operate, and maintain the premises according to and in compliance with Chapter 49 of the Dane County Code of Ordinances and the conditions of this lease. LESSEE shall confer with Dane County Land & Water Resources Land Conservation (LWRD) on all compliance issues.

A. Nutrient Management

1. LESSEE shall submit to LWRD annually by June 1st of each year, a Nutrient Management Plan (NMP) developed in accordance with the USDA Natural Resource Conservation Service (NRCS) 590 Nutrient Management conservation practice standards and specifications.

- a. NMP shall be submitted electronically using the current version of SnapPlus, Wisconsin's nutrient management planning software.
 - i. Soil sample results shall be included with the NMP.
 - b. All leased acres shall be managed to not exceed tolerable soil loss ("T") as documented in the NMP.
 - c. All leased acres shall be managed to not exceed the phosphorus index (PI) as documented in the NMP.
2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
 3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.
- B. LESSEE shall follow no till standards in accordance with USDA-NRCS 329 Residue and Tillage Management, No Till conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:
1. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
 2. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
 3. Maintain crop residue standing during the winter period to trap snow.
 4. Intensive grazing and removal of crop residue by baling is not allowed.
 5. Residue is not allowed to be shredded after harvest.
- C. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP: Corn and Soybean rotation; beginning with Corn in 2023.
- D. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.
- E. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.
- F. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- G. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- H. 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.
- I. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.

J. 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.

K. LESSEE agrees to provide the following additional services at the premises for public recreation or land management:

1. LESSEE shall mow Field 5 and Field 6 at least once a year after August 1.
2. LESSEE shall mow and maintain a 50 foot wide grass buffer on the southern perimeter of the Field 2 and Field 4.

Section 6. 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 7. 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 8. RENTAL PAYMENTS. In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent the amount of \$160.00 per acre per year, for a total of \$14,800.00 annually. Payments, in equal installments of \$7,400.00 are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 5201 Fen Oak Drive, #208 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 9. ADJUSTMENTS. There shall be no rental rate adjustments during the term of the lease. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the end of November for the next crop season. Acreage adjustments also may be made upon mutual agreement between LESSEE and LESSOR.

Section 10. 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 Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to 7989 W. Mineral Point Road, Cross Plains, WI 53528.

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Section 12. 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 practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures and shall refrain from any operation that will injure them.

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Section 21. 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 22. 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 _____, 20_____.

LESSEE

LESSOR

BY: Michael G Coyle
Michael G. Coyle

BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

BY: _____

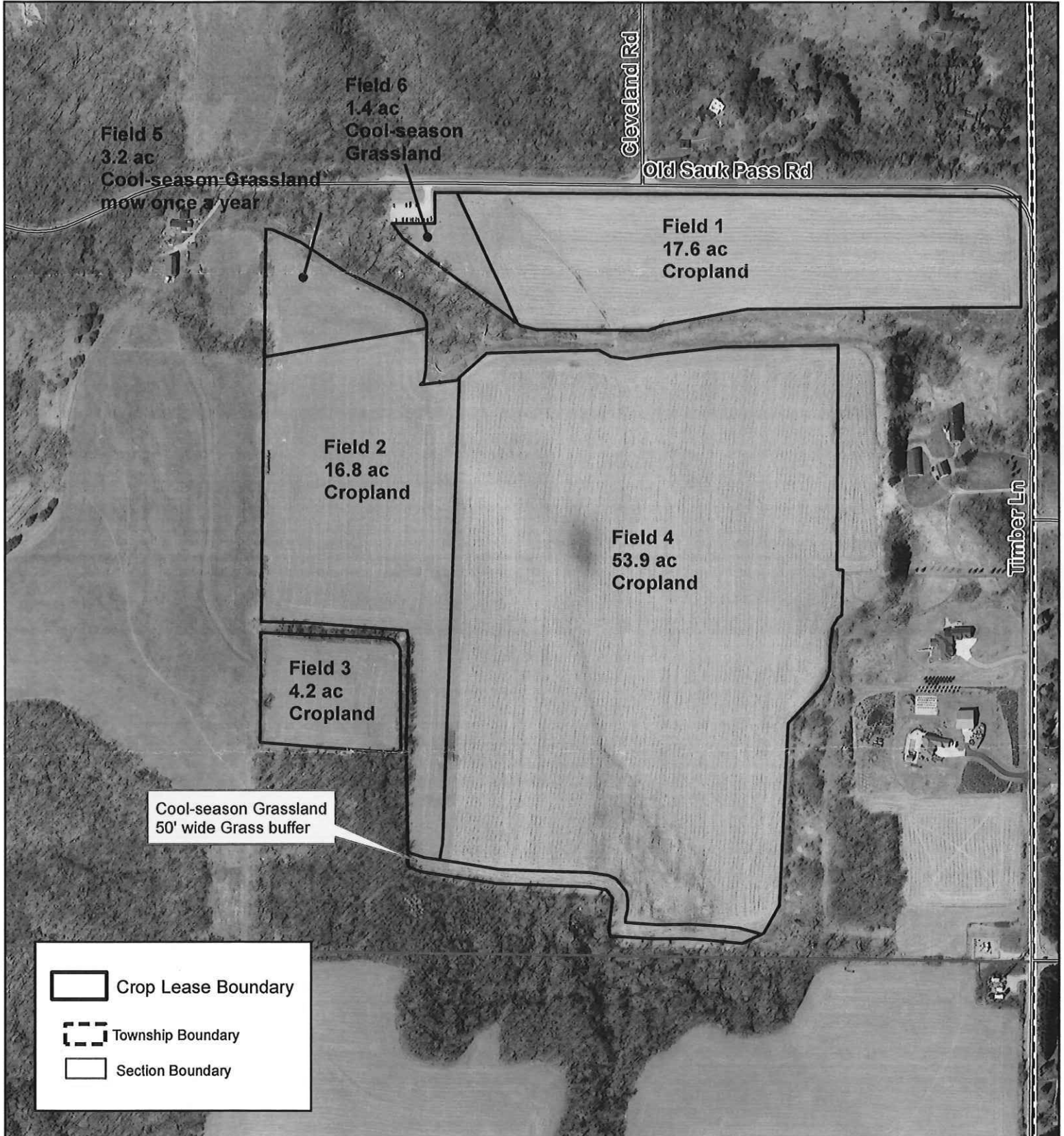
BY: _____
Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

Property: Ice Age Reserve
Owner: Dane County
Lessee: Coyle

Town: Cross Plains
Township/Range/Section:
T07N R07E s. 13

10/31/2022



0 500 1,000 Feet

Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	Steven Burns and Thomas Burns	MUNIS #	7964
Brief Contract Title/Description	5 year crop lease for approx. 91.1 acres at Donald County Park.		
Contract Term	1/1/2023 - 12/31/2027		
Contract Amount	\$40,178		

Contract # Admin will assign	14927
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Sharene Smith	Name	Steve Burns
Phone #	608-224-3761	Phone #	608-444-0126
Email	smith.sharene@countyofdane.com	Email	sdb@mhtc.net
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 6, 2022 9:55 AM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14927
Attachments: 14927.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 12/6/2022 11:52 AM
	Hidalgo, Carmen	Read: 12/6/2022 10:04 AM	Approve: 12/6/2022 12:00 PM
	Gault, David	Read: 12/6/2022 11:11 AM	Approve: 12/6/2022 11:11 AM
	Lowndes, Daniel	Read: 12/6/2022 9:56 AM	Approve: 12/6/2022 11:49 AM
	Stavn, Stephanie	Read: 12/6/2022 11:11 AM	
	Oby, Joe		

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

Contract #14927

Department: Land & Water Resources

Vendor: Steve Burns & Thomas Burns

Contract Description: 5-year Crop Lease at Donald County Park (Res 256)

Contract Term: 1/1/23 – 12/31/27

Contract Amount: \$40,178.00

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.

APPROVAL OF 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

- Lease with existing Lessee to continue organic farming for the next 4 years;
- \$4,100 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Cherokee Marsh Natural Resource Area

Section 13, Town of Westport, 19 acres

- Lease with existing Lessee to continue cropping grassland;
- Rent is \$1,292.00 per year for 4 years;
- Lessee: Jay Williamson

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Donald County Park

Section 29, Town of Springdale, 54.8 acres

- Lease with existing Lessee to continue cropping hay;
- Rent is \$6,466.40 per year for 4 years;
- Lessee: David Powell

Falk Wells Sugar River Wildlife Area

Section 3, Town of Montrose, 8.9 acres

- Lease with existing Lessee to continue cropping landlocked parcel;
- Rent is \$1,401.75 per year for 4 years;
- Lessee: Tom Sarbacker

Lewis Nine Springs E-Way

Section 1, City of Fitchburg, 15.7 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$2,512.00 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Section 31, Town of Blooming Grove, 37.2 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$6,324 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Lower Mud Lake Natural Resource Area

Section 14, Town of Dunn, 62.9 acres

- Lease with existing Lessee to continue organic farming;
- Rent is \$4,088.50 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Lussier County Park and Crystal Lake Wildlife Area

Sections 2 and 3, Town of Roxbury, 73.5 acres

- Lease with existing Lessee that includes additional lands that were previously owned by the county but encumbered by a life estate. Lease includes mowing at Lussier County Park for weed management, mowing hiking trails and snow plowing at the Park;
- Rent is \$7,280.60 per year for 4 years (cropland acres);
- Lessee: Neal Schoepp

Springfield Hill Natural Resource Area

Section 26, Town of Roxbury, 38 acres

- Lease with existing Lessee which includes maintenance of three grade stabilization structures.
- Rent is \$4,560 per year for 4 years;
- Lessee: Allan G. Breunig

Following are leases for 5 years, January 1, 2023 – December 31, 2027

Donald County Park

Section 28, Town of Springdale, 6.2 acres

- New lease with new Lessee to crop hay on landlocked field. Adjoining neighbor had the previous lease and will allow this new tenant to cross their land for cropping purposes.

- 105 - Rent is \$637.98 per year for 5 years.
106 - Lessee: Doug Syvrud
107

108 **Ice Age Reserve**

109 Section 13, Town of Cross Plains, 92.5 acres

- 110 - New lease with existing tenant to continue cropping for five years with a renewal
111 option for another 5 years at the same rate, terms and conditions to work on prairie
112 conversion. Lease includes mowing of grasslands and maintaining a grass buffer
113 along the southern border of the property.
114 - Rent is \$14,800 per year for 5 years;
115 - Lessee: Michael G. Coyle
116

117 **Donald County Park**

118 Section 28 & 29, Town of Springdale, 90 acres

- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
122 trail buffers and snow removal for public access to the Park.
123 - Rental schedule per year at \$140 per acre for years 2023-2025 and \$130 per acre
124 in years 2026-2027:
125 o 2023: \$12,754
126 o 2024: \$7,874
127 o 2025: \$7,874
128 o 2026: \$5,838
129 o 2027: \$5,838
130

131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

- 133 - Lease with existing Lessee that will phase out corn and require hay and grass in
134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC
137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund
144

145 Revenue from the above described leases is included in the 2022 Budget.
146

147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;
150

151 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department
152 Director and the Real Estate Coordinator are authorized to act as the County's representative
153 in administering the leases.

L E A S E

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

W I T N E S S E T H

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

Part of the West ½ of Section 28, part of the South ½ of Section 29, part of the Northeast ¼ of Section 32 and part of Section 33, Township 6N, Range 7E, Town of Springdale, Dane County, Wisconsin, totaling approximately 510 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 91.1 acres of the above-described land (said 91.1 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached map on Exhibit 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 five (5) years, commencing as of the first day of January, 2023 and ending on the 31st day of December, 2027. 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, establishment of native vegetation and wildlife species habitat in order to protect land from over-growing in undesirable weeds and preparing the land for prairie restoration.

Section 4. LESSEE OBLIGATIONS. Throughout the term of this lease, LESSEE shall crop, operate, and maintain the premises according to and in compliance with Chapter 49 of the Dane County Code of Ordinances and the conditions of this lease. LESSEE shall confer with Dane County Land & Water Resources Land Conservation (LWRD) on all compliance issues.

A. Nutrient Management

1. LESSEE shall submit to LWRD annually by June 1st of each year, a Nutrient Management Plan (NMP) developed in accordance with the USDA Natural Resource Conservation Service (NRCS) 590 Nutrient Management conservation practice standards and specifications.
 - a. NMP shall be submitted electronically using the current version of SnapPlus, Wisconsin's nutrient management planning software.
 - i. Soil sample results shall be included with the NMP.
 - b. All leased acres shall be managed to not exceed tolerable soil loss ("T") as documented in the NMP.
 - c. All leased acres shall be managed to not exceed the phosphorus index (PI) as documented in the NMP.

2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.

B. LESSEE shall follow no till standards in accordance with USDA-NRCS 329 Residue and Tillage Management, No Till conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:

1. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
2. Maintain crop residue standing during the winter period to trap snow.
3. Intensive grazing and removal of crop residue by baling is not allowed.
4. Residue is not allowed to be shredded after harvest.
5. Cornstalks can be tilled on Fields 3 and 4, but soybean stubble shall not.

C. LESSEE shall follow the crop rotation and mowing schedule according to the following Field Conversion Table and attached Exhibit A Map:

Field #	2023	2024	2025	2026	2027
1	corn or beans	corn or beans	corn or beans	corn or beans	corn or beans
2	corn or beans	corn or beans	corn or beans	corn or beans	corn or beans
3	beans	prairie/mow	mow	prairie	prairie
4	corn or beans	corn or beans	beans	prairie/mow	mow

1. LESSEE shall mow at least twice annually, on or around July 1 and August 1 as per the Field Conversion Table. Mowing shall be deducted from rent at an amount of \$50 per hour at a rate of 5 acres per hour per the Rental Payment Table.
- D. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.
 - E. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.
 - F. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
 - G. LESSEE shall confer with LWRD on land management issues or changes in land practices.
 - H. 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.
 - I. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
 - J. 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.

K. LESSEE agrees to provide the following additional services at the premises for public recreation or land management:

1. LESSEE shall maintain a vegetative buffer of no less than 50 feet from the surface water of Door Creek.
2. LESSEE agrees to the following operations and maintenance plan for the grassed waterways
 - a. Do not use waterway as a field access road.
 - b. Mow grasses to approximately 8 inches.
 - c. Control weeds and invading brush.
 - d. Inspect waterways frequently, especially after heavy rains. Fill and seed or add sod to small rills or gullies immediately upon noting damage. (Sod strips can be taken from nearby hay or pasture areas)
 - e. Protect waterways from grass herbicide application or run-off.
 - f. Refrain from tilling the top edge of the waterway adjacent to crop field.
3. LESSEE shall mow and maintain trail buffers and the grass overflow parking area identified on the attached Exhibit A at least once a year after August 1st. Grass cuttings may be harvested and baled by LESSEE.
4. LESSEE shall remove snow equal to or greater than 3 inches from Sutter Road South and loop access to the existing farm buildings along with access to and parking at the parking area at Pop's Knoll.
5. LESSEE shall mow newly established prairie twice annually, on or around July 1 and August 1 per the Field Conversion Table.

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 according to the following Rental Payment Table at a rate of \$140.00 per acre per year for a total of \$12,600 annually. In year 2026, the rental rate shall be reduced to \$130.00 per acre per year per the Rental Payment Table. Mowing of newly established prairie shall be deducted at an amount of \$50 per hour at a rate of 5 acres per hour in years 2024 through 2027.

Field #	2023	2024	2025	2026	2027
1 (22.8 ac)	\$3,192	\$3,192	\$3,192	\$2,964	\$2,964
2 (24.2 ac)	\$3,388	\$3,388	\$3,388	\$3,146	\$3,146
3 (13.6 ac)	\$1,904	\$1,904	\$1,904	(\$272)	(\$272)
4 (30.5 ac)	\$4,270	(\$610)	(\$610)	\$0	\$0
Rent due	\$12,754	\$7,874	\$7,874	\$5,838	\$5,838

Payments, in equal installments of the annual rent due are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 5201 Fen Oak Drive, #208 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. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the end of November for the next crop season. 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 Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to 8676 Ridgeview Road, 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 practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures 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.

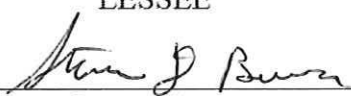
Section 19. AFFIRMATIVE ACTION. Contracts estimated to be Ten Thousand Dollars (\$10,000) or more require the submission of a written affirmative action plan. Within fifteen (15) days after the award of the contract, the plan shall be submitted for approval to LESSEE. Landlords with an annual work force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

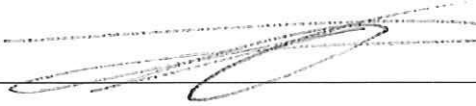
Section 21. TITLES FOR CONVENIENCE ONLY. The various headings and titles used as section headings herein are for convenience and ease of reference only and shall have no substantive effect whatsoever on the agreement of the parties.

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 1 day of Dec, 2022.

LESSEE
BY: 
Steven Burns

LESSOR
BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

BY: 
Thomas Burns

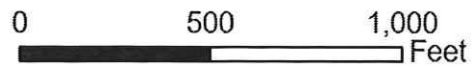
BY: _____
Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

Property: Donald Park
Owner: Dane County
Lessee: Burns Grain

Town: Springdale
Township/Range/Section:
T06N R07E s. 28, 29

11/17/2022



Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	Devin E. Rettenmund	MUNIS #	33369
Brief Contract Title/Description	5 year Crop Lease for approx. 141.4 acres at Walking Iron Wildlife Area.		
Contract Term	1/1/2023 - 12/31/2027		
Contract Amount	\$81,305		

Contract # Admin will assign	14928
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Sharene Smith	Name	Devin Rettenmund
Phone #	608-224-3761	Phone #	608-577-6034
Email	smith.sharene@countyofdane.com	Email	devinrett@gmail.com
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/5/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 6, 2022 10:03 AM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14928
Attachments: 14928.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret	Read: 12/6/2022 11:31 AM	Approve: 12/6/2022 11:52 AM
	Hidalgo, Carmen	Read: 12/6/2022 10:13 AM	Approve: 12/6/2022 12:03 PM
	Gault, David	Read: 12/6/2022 11:12 AM	Approve: 12/6/2022 11:12 AM
	Lowndes, Daniel	Read: 12/6/2022 10:16 AM	Approve: 12/6/2022 11:50 AM
	Stavn, Stephanie	Read: 12/6/2022 11:11 AM	
	Oby, Joe		

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

Contract #14928
Department: Land & Water Resources
Vendor: Devin E. Rettenmund
Contract Description: 5-year Crop Lease at Walking Iron Wildlife Area (Res 256)
Contract Term: 1/1/23 – 12/31/27
Contract Amount: \$81,305.00

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.

APPROVAL OF 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

- Lease with existing Lessee to continue organic farming for the next 4 years;
- \$4,100 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Cherokee Marsh Natural Resource Area

Section 13, Town of Westport, 19 acres

- Lease with existing Lessee to continue cropping grassland;
- Rent is \$1,292.00 per year for 4 years;
- Lessee: Jay Williamson

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Donald County Park

Section 29, Town of Springdale, 54.8 acres

- Lease with existing Lessee to continue cropping hay;
- Rent is \$6,466.40 per year for 4 years;
- Lessee: David Powell

Falk Wells Sugar River Wildlife Area

Section 3, Town of Montrose, 8.9 acres

- Lease with existing Lessee to continue cropping landlocked parcel;
- Rent is \$1,401.75 per year for 4 years;
- Lessee: Tom Sarbacker

Lewis Nine Springs E-Way

Section 1, City of Fitchburg, 15.7 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$2,512.00 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Section 31, Town of Blooming Grove, 37.2 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$6,324 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Lower Mud Lake Natural Resource Area

Section 14, Town of Dunn, 62.9 acres

- Lease with existing Lessee to continue organic farming;
- Rent is \$4,088.50 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Lussier County Park and Crystal Lake Wildlife Area

Sections 2 and 3, Town of Roxbury, 73.5 acres

- Lease with existing Lessee that includes additional lands that were previously owned by the county but encumbered by a life estate. Lease includes mowing at Lussier County Park for weed management, mowing hiking trails and snow plowing at the Park;
- Rent is \$7,280.60 per year for 4 years (cropland acres);
- Lessee: Neal Schoepp

Springfield Hill Natural Resource Area

Section 26, Town of Roxbury, 38 acres

- Lease with existing Lessee which includes maintenance of three grade stabilization structures.
- Rent is \$4,560 per year for 4 years;
- Lessee: Allan G. Breunig

Following are leases for 5 years, January 1, 2023 – December 31, 2027

Donald County Park

Section 28, Town of Springdale, 6.2 acres

- New lease with new Lessee to crop hay on landlocked field. Adjoining neighbor had the previous lease and will allow this new tenant to cross their land for cropping purposes.

- 105 - Rent is \$637.98 per year for 5 years.
106 - Lessee: Doug Syvrud
107

108 **Ice Age Reserve**

109 Section 13, Town of Cross Plains, 92.5 acres

- 110 - New lease with existing tenant to continue cropping for five years with a renewal
111 option for another 5 years at the same rate, terms and conditions to work on prairie
112 conversion. Lease includes mowing of grasslands and maintaining a grass buffer
113 along the southern border of the property.
114 - Rent is \$14,800 per year for 5 years;
115 - Lessee: Michael G. Coyle
116

117 **Donald County Park**

118 Section 28 & 29, Town of Springdale, 90 acres

- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
122 trail buffers and snow removal for public access to the Park.
123 - Rental schedule per year at \$140 per acre for years 2023-2025 and \$130 per acre
124 in years 2026-2027:
125 o 2023: \$12,754
126 o 2024: \$7,874
127 o 2025: \$7,874
128 o 2026: \$5,838
129 o 2027: \$5,838
130

131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

- 133 - Lease with existing Lessee that will phase out corn and require hay and grass in
134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC
137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund
144

145 Revenue from the above described leases is included in the 2022 Budget.
146

147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;
150

151 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department
152 Director and the Real Estate Coordinator are authorized to act as the County's representative
153 in administering the leases.

LEASE

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

WITNESSETH

WHEREAS LESSOR is the owner of certain real property known as Walking Iron Wildlife Area and partially described as follows:

The SE ¼ of the SE ¼ of Section 5 and the E ½ of the NE ¼ of Section 8 and that part of the NE ¼ of the SE ¼ of Section 8, all in Town 9N, Range 6E, Town of Mazomanie, Dane County, Wisconsin;

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 141.4 acres of the above-described land (said 141.4 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached map on Exhibit 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 five (5) years, commencing as of the first day of January, 2023 and ending on the 31st day of December, 2027. 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.

- A. LESSEE acknowledges the existing snowmobile trail that runs through the property and agrees to allow access for marking and grooming of the trail and to users of said trail.
- B. LESSEE acknowledges plans for a future trail corridor entering from Segebrecht Road and running north on the west side of the premises to the Marsh Creek bridge. If installed, LESSEE agrees to mow the trail at an agreed upon rate of \$50 per hour.

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, establishment of native vegetation and wildlife species habitat in order to protect land from over-growing in undesirable weeds and preparing the land for prairie restoration.

- A. LESSEE acknowledges that a planned wetland restoration project will occur on lands north of Field 1 and that LESSOR may include some or all of Field 1 in the project.

Section 4. LESSEE OBLIGATIONS. Throughout the term of this lease, LESSEE shall crop, operate, and maintain the premises according to and in compliance with Chapter 49 of the Dane County Code of Ordinances and the conditions of this lease. LESSEE shall confer with Dane County Land & Water Resources Land Conservation (LWRD) on all compliance issues.

- A. Nutrient Management

1. LESSEE shall submit to LWRD annually by June 1st of each year, a Nutrient Management Plan (NMP) developed in accordance with the USDA Natural Resource Conservation Service (NRCS) 590 Nutrient Management conservation practice standards and specifications.
 - a. NMP shall be submitted electronically using the current version of SnapPlus, Wisconsin's nutrient management planning software.
 - i. Soil sample results shall be included with the NMP.
 - b. All leased acres shall be managed to not exceed tolerable soil loss ("T") as documented in the NMP.
 - c. All leased acres shall be managed to not exceed the phosphorus index (PI) as documented in the NMP.
 2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
 3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.
- B. LESSEE shall follow no till standards in accordance with USDA-NRCS 329 Residue and Tillage Management, No Till conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:
- Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
 - Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
 - Maintain crop residue standing during the winter period to trap snow.
 - Intensive grazing and removal of crop residue by baling is not allowed.
 - Residue is not allowed to be shredded after harvest.
1. Per LWRD Land Conservation LESSEE shall be allowed to till and bale accordingly:
 - a. Fields can be tilled except for slopes 6" and greater.
 - b. Straw can be baled except for soybean stubble.

- C. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP:

	2023	2024	2025	2026	2027
Field 1	Rye / Soybeans	Rye / Soybeans	Oats	Rye	Soybeans
Field 2	Rye / Soybeans	Soybeans / Oats	Oats / Rye	Rye / Soybeans	Soybeans / Oats
Field 3	Rye / Soybeans	Rye / Oats	Soybeans / Rye	Oats / Rye	Rye / Oats
Field 4	Rye	Rye / Soybeans	Soybeans / Oats	Oaks/ Rye	Rye / Soybeans

- D. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.

- E. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.
- F. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- G. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- H. 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.
- I. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- J. 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.
- K. LESSEE agrees to provide the following additional services at the premises for public recreation or land management:
 - 1. If a future trail corridor entering from Segebrecht Road and running north on the west side of the premises to the Marsh Creek bridge is installed, LESSEE agrees to mow the trail at an agreed upon rate of \$50 per hour.

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 \$115.00 per acre per year, for a total of \$16,261.00 annually. Payments, in equal installments of \$8,130.50 are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Crop Leases, 5201 Fen Oak Drive, #208 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. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the end of November for the next crop season. 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: Real Estate Coordinator, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to 10301 Fesenfeld Rd, Black Earth, WI 53515.

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 practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures 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.

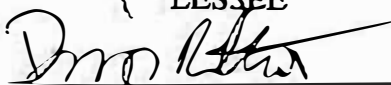
Section 19. AFFIRMATIVE ACTION. Contracts estimated to be Ten Thousand Dollars (\$10,000) or more require the submission of a written affirmative action plan. Within fifteen (15) days after the award of the contract, the plan shall be submitted for approval to LESSEE. Landlords with an annual work force 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 1 day of December, 2022.

LESSEE
BY: 
Devin E. Rettenmund

BY: _____

LESSOR
BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

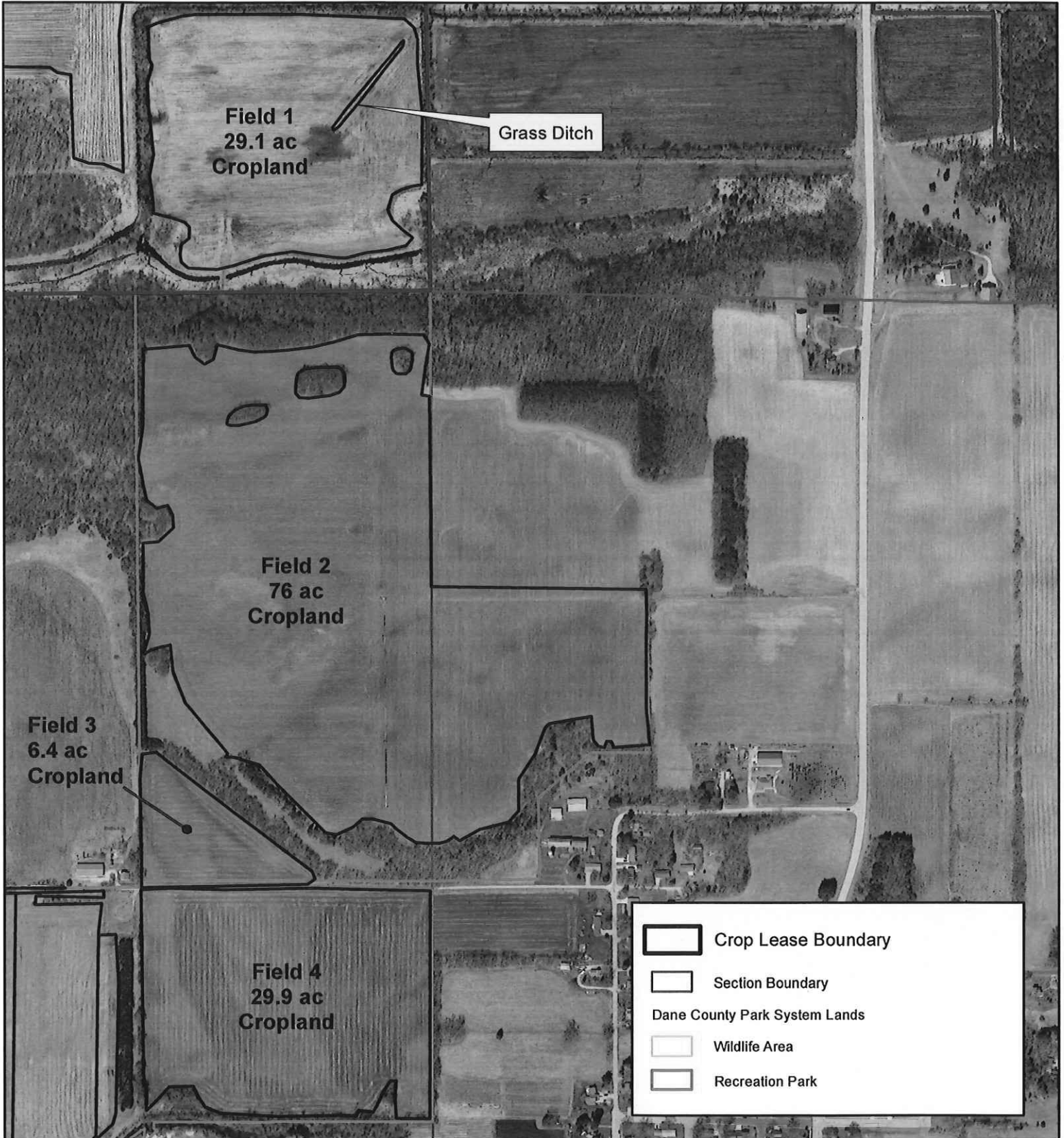
BY: _____
Scott McDonell
COUNTY CLERK

Exhibit A, Dane County Lease Map

Property: Walking Iron Park
Owner: Dane County
Lessee: Rettenmund

Town: Mazomanie
Township/Range/Section:
T06N R08E s. 5, 8, 9

10/28/2022



0 500 1,000 Feet

Dane County Contract Cover Sheet

Revised 01/2022

RES 256

Dept./Division	LWRD / Admin		
Vendor Name	Endres Berryridge Farms, LLC	MUNIS #	2449
Brief Contract Title/Description	5 year Crop Lease for approx. 128.8 acres at North Mendota Wildlife Area - Hyer Road Unit.		
Contract Term	1/1/2023 - 12/31/2027		
Contract Amount	\$44,164.40		

Contract # Admin will assign	14929
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Sharene Smith	Name	Jeff Endres
Phone #	608-224-3761	Phone #	608-279-8991
Email	smith.sharene@countyofdane.com	Email	smith.sharene@countyofdane.com
Purchasing Officer	Carmen Hidalgo		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	256
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee
<i>Sharene Smith</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/6/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 6, 2022 10:29 AM
To: Krohn, Margaret; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14929
Attachments: 14929.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		Approve: 12/6/2022 11:53 AM
	Hidalgo, Carmen	Read: 12/6/2022 10:38 AM	Approve: 12/6/2022 12:04 PM
	Gault, David	Read: 12/6/2022 11:12 AM	Approve: 12/6/2022 11:12 AM
	Lowndes, Daniel	Read: 12/6/2022 11:37 AM	Approve: 12/6/2022 11:50 AM
	Stavn, Stephanie	Read: 12/6/2022 11:11 AM	
	Oby, Joe		

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

Contract #14929

Department: Land & Water Resources

Vendor: Endres Berryridge Farms LLC

Contract Description: 5-year Crop Lease at North Mendota Wildlife Area – Hyer Road Unit (Res 256)

Contract Term: 1/1/23 – 12/31/27

Contract Amount: \$44,164.40

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.

APPROVAL OF 2023 CROP LEASES ON COUNTY LAND

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

Following is a 2 year lease, January 1, 2023 – December 31, 2024

CamRock County Park

Section 13, Town of Christiana, 43.9 acres;

- Lease with existing Lessee to continue cropping for the next 2 years with options to renew at the same rate, terms and conditions for two successive one-year terms. Lease includes mowing of wet areas and grassed waterway;
- Rent is \$5,487.50 per year for 2 years
- Lessee: Gary R. Rattmann

Following are leases for 4 years, January 1, 2023 – December 31, 2026

Anderson Farm County Park

Section 14, Town of Oregon, 35 acres

- Lease with existing Lessee to continue cropping landlocked parcel for the next 4 years;
- Rent is \$4,970.00 per year for 4 years;
- Lessee: Helmut Jeschke

Badger Mill Creek Natural Resource Area and Sugar River Natural Resource Area

Section 28, Town of Verona, 137 acres

- New lease with former owner of the property that was purchased in 2020 who has continued to farm the property as part of the purchase agreement. Lease includes mowing of grasslands and mowing of perimeter trails and assistance in establishing public access to the stream;
- Rent is \$21,312.00 per year for 4 years (cropland acres);
- Lessee: Craig Rhiner

Black Earth Creek Wildlife Area – Sunnyside Unit

Section 7, Town of Middleton, 69.8 acres

- Lease with existing Lessee to crop corn in 2023 and then hay for the remaining 3 years of the Lease;
- Rent is \$12,215.00 per year for 4 years;
- Lessee: Wagner Dairy Operations, LLC.

CamRock County Park

Section 13, Town of Christiana, 23.8 acres

- Lease with existing Lessee to continue organic farming for the next 4 years;
- \$4,100 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Cherokee Marsh Natural Resource Area

Section 13, Town of Westport, 19 acres

- Lease with existing Lessee to continue cropping grassland;
- Rent is \$1,292.00 per year for 4 years;
- Lessee: Jay Williamson

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Donald County Park

Section 29, Town of Springdale, 54.8 acres

- Lease with existing Lessee to continue cropping hay;
- Rent is \$6,466.40 per year for 4 years;
- Lessee: David Powell

Falk Wells Sugar River Wildlife Area

Section 3, Town of Montrose, 8.9 acres

- Lease with existing Lessee to continue cropping landlocked parcel;
- Rent is \$1,401.75 per year for 4 years;
- Lessee: Tom Sarbacker

Lewis Nine Springs E-Way

Section 1, City of Fitchburg, 15.7 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$2,512.00 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Section 31, Town of Blooming Grove, 37.2 acres

- Lease with existing Lessee to continue cropping for 4 more years; planned prairie conversion after this term;
- Rent is \$6,324 per year for 4 years;
- Lessee: UHB Family Farms, LLC

Lower Mud Lake Natural Resource Area

Section 14, Town of Dunn, 62.9 acres

- Lease with existing Lessee to continue organic farming;
- Rent is \$4,088.50 per year for 4 years;
- Lessee: Doudlah Farms, LLC

Lussier County Park and Crystal Lake Wildlife Area

Sections 2 and 3, Town of Roxbury, 73.5 acres

- Lease with existing Lessee that includes additional lands that were previously owned by the county but encumbered by a life estate. Lease includes mowing at Lussier County Park for weed management, mowing hiking trails and snow plowing at the Park;
- Rent is \$7,280.60 per year for 4 years (cropland acres);
- Lessee: Neal Schoepp

Springfield Hill Natural Resource Area

Section 26, Town of Roxbury, 38 acres

- Lease with existing Lessee which includes maintenance of three grade stabilization structures.
- Rent is \$4,560 per year for 4 years;
- Lessee: Allan G. Breunig

Following are leases for 5 years, January 1, 2023 – December 31, 2027

Donald County Park

Section 28, Town of Springdale, 6.2 acres

- New lease with new Lessee to crop hay on landlocked field. Adjoining neighbor had the previous lease and will allow this new tenant to cross their land for cropping purposes.

- 105 - Rent is \$637.98 per year for 5 years.
106 - Lessee: Doug Syvrud
107

108 **Ice Age Reserve**

109 Section 13, Town of Cross Plains, 92.5 acres

- 110 - New lease with existing tenant to continue cropping for five years with a renewal
111 option for another 5 years at the same rate, terms and conditions to work on prairie
112 conversion. Lease includes mowing of grasslands and maintaining a grass buffer
113 along the southern border of the property.
114 - Rent is \$14,800 per year for 5 years;
115 - Lessee: Michael G. Coyle
116

117 **Donald County Park**

118 Section 28 & 29, Town of Springdale, 90 acres

- 119 - Lease with existing Lessee to continue cropping with a prairie conversion plan on 2
120 fields that includes specific crop rotations and a mowing schedule. Lease includes
121 maintaining grassed waterways, a vegetative buffer along Door Creek, mowing of
122 trail buffers and snow removal for public access to the Park.
123 - Rental schedule per year at \$140 per acre for years 2023-2025 and \$130 per acre
124 in years 2026-2027:
125 o 2023: \$12,754
126 o 2024: \$7,874
127 o 2025: \$7,874
128 o 2026: \$5,838
129 o 2027: \$5,838
130

131 **North Mendota Wildlife Area – Hyer Road Unit**

132 Sections 3, Town of Springfield and Section 34, Town of Dane, 128.8 acres

- 133 - Lease with existing Lessee that will phase out corn and require hay and grass in
134 order to provide wetland protection and wildlife habitat;
135 - Rent is \$9,763.60 per year;
136 - Lessee: Endres Berryridge Farms, LLC
137

138 **Walking Iron Wildlife Area**

139 Sections 5 and 8, Town of Mazomanie, 141.4 acres

- 140 - New lease with existing farmer that was leasing the property when it was purchased
141 in 2020;
142 - Rent is \$16,261 per year for 5 years
143 - Lessee: Devin Rettenmund
144

145 Revenue from the above described leases is included in the 2022 Budget.
146

147 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the
148 Dane County Executive and County Clerk are hereby authorized to execute the lease contracts
149 set forth above;
150

151 **BE IT FURTHER RESOLVED** that the Dane County Land & Water Resources Department
152 Director and the Real Estate Coordinator are authorized to act as the County's representative
153 in administering the leases.

LEASE

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

WITNESSETH

WHEREAS LESSOR is the owner of certain real property known as North Mendota Wildlife Area, Hyer Road Unit, and partially described as follows:

Part of the N ½ of Section 3, Township 8N, Range 8E, Town of Springfield and part of the SW ¼ of the SE ¼ of Section 34, Township 9N, Range 8E, Town of Dane, Dane County, Wisconsin totaling approximately 188 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 128.8 acres of the above-described land (said 128.8 acres hereinafter referred to as “the premises”) and which are more particularly shown on the attached map on Exhibit 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 five (5) years, commencing as of the first day of January, 2023 and ending on the 31st day of December, 2027. 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, establishment of native vegetation and wildlife species habitat in order to protect land from over-growing in undesirable weeds and preparing the land for prairie restoration.

Section 4. LESSEE OBLIGATIONS. Throughout the term of this lease, LESSEE shall crop, operate, and maintain the premises according to and in compliance with Chapter 49 of the Dane County Code of Ordinances and the conditions of this lease. LESSEE shall confer with Dane County Land & Water Resources Land Conservation (LWRD) on all compliance issues.

A. Nutrient Management

1. LESSEE shall submit to LWRD annually by June 1st of each year, a Nutrient Management Plan (NMP) developed in accordance with the USDA Natural Resource Conservation Service (NRCS) 590 Nutrient Management conservation practice standards and specifications.
 - a. NMP shall be submitted electronically using the current version of SnapPlus, Wisconsin’s nutrient management planning software.
 - i. Soil sample results shall be included with the NMP.

- b. All leased acres shall be managed to not exceed tolerable soil loss (“T”) as documented in the NMP.
 - c. All leased acres shall be managed to not exceed the phosphorus index (PI) as documented in the NMP.
 2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
 3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.
 - a. LESSEE may submit manure digester analysis reports to LWRD to evaluate if phosphorus levels are low enough to apply to fields.
 4. Any herbicide used on hayfields will need prior approval from LWRD.
 - B. LESSEE shall follow no till standards in accordance with USDA-NRCS 329 Residue and Tillage Management, No Till conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:
 1. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
 2. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
 3. Maintain crop residue standing during the winter period to trap snow.
 4. Intensive grazing and removal of crop residue by baling is not allowed.
 5. Residue is not allowed to be shredded after harvest.
 - C. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE’s NMP:
 1. Field 1: Corn in 2023-2024; Hay in 2025-2027;
 - a. Unless planting hay into green cover, nurse crop of oats is required when seeding hay
 2. Fields 2, 3, 4, 7 and 8 in Hay
 - a. Hay seed mix shall be at least 50% grass seed and approved by LWRD.
 1. Seed can be no-tilled into existing hay if the quality of hay becomes poor.
 3. Fields 5 and 6 in cool season grass which can be harvested after August 1st.
 4. Fields 9, 10, 11 and 12 are cool season grass buffers which can be harvested throughout the growing season.
 - D. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.
 - E. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.

- F. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- G. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- H. 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.
- I. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- J. 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.
- K. LESSEE agrees to provide the following additional services at the premises for public recreation or land management:
 - 1. Fields 5 and 6 will be harvested after August 1st, after the bird nesting season; the remaining grassland fields can be harvested throughout the growing season.
 - 2. LESSEE will maintain water control structures.

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 amounts of:

- \$65.00 per acre per year for lands planted in grass/hay
 - 113.10 acres through 2024
 - 128.8 acres in years 2025-2027
- \$163.00 per acre per year for lands in row crops
 - 15.7 acres through 2024

Annual payment shall be according to the following table:

	2023	2024	2025	2026	2027
Cropland	\$2,559.10	\$2,559.10	0	0	0
Hay/Grass	\$7,351.50	\$7,351.50	\$8,114.40	\$8,114.40	\$8,114.40
Annual Total	\$9,910.60	\$9,910.60	\$8,114.40	\$8,114.40	\$8,114.40

Payments, in equal installments are due and payable on the first day of March and the first day of June commencing March 1, 2023 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 5201 Fen Oak Drive, #208 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. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the end of November for the next crop season. 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 Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to 7094 Hyer 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 practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures 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.

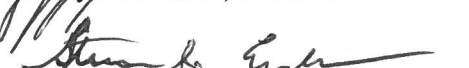
IN WITNESS THEREOF, LESSOR, by its authorized agent, and LESSEE have set their hands and seals as of the day and date on which both parties have caused this agreement to be executed.

Dated this 5th day of December, 2022.


LESSEE:




Jeffrey D. Endres, Member



Steven A. Endres, Member



Zachary Endres, Member



Randall D. Endres, Member



Sarah Landes, Member

LESSOR:

Joseph T. Parisi, County Executive

Scott McDonell, County Clerk

Exhibit A, Dane County Lease Map

Property: North Mendota Wildlife Area
Owner: Dane County
Lessee: Endres Berryridge

Town: Springfield
Township/Range/Section:
T08N R08E s. 3

12/5/2022

