

# Contract Cover Sheet

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

Department Land & Water Resources	Contract/Addendum #: <u>12778</u>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input checked="" type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: 1/1/2016-12/31/2017																					
4. Amount of Contract or Addendum: \$13,200.00																					
5. Purpose: This is a continuation of a crop lease on recently purchased park land in the Town of Montrose. Lessee is neighboring farmer who is also doing extensive property improvements and maintenance under a Park Permit.																					
6. Vendor or Funding Source: Douglas Brown																					
7. MUNIS Vendor Code: 26312																					
8. Bid/RFP Number: None																					
9. Requisition Number:																					
10. If grant: Funds Positions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
11. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
12. Account No. & Amount, Org & Obj. <u>LWRPKOP-84911</u> Amount \$ <u>13,200</u> Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
13. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
14. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																					
15. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
16. Director's Approval: <u>Kei Connor</u>																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>Mej</u> Received	_____	<u>4/22/16</u>	_____	Douglas Brown	
<u>CP</u> Controller	_____	_____	<u>4/22/16</u>	Contact Person	
<u>CC</u> Corporation Counsel	_____	<u>4/25/16</u>	<u>4/25/16</u>	Douglas Brown	
<u>RM</u> Risk Management	_____	<u>4/22/16</u>	<u>4/22/16</u>	Phone No.	
<u>AS</u> Purchasing	_____	_____	<u>4/22/16</u>	608-225-4324	
_____ County Executive	_____	_____	_____	E-mail Address	

**Footnotes:**

- 1.
- 2.

<b>Return to:</b> Name/Title: Janet Crary Phone: 608-224-3757 E-mail Address: jmc3@countyofdane.com	Dept.: Land & Water Resources Mail Address: 5201 Fen Oak Drive Madison WI 53718
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**Certification**

The attached contract: *[check as many as apply]*

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

Date: 4/20/2016 Signed: *Gaylord R Plummer*  
 Telephone Number 608-224-3760 Print Name: Gaylord R Plummer

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

**Executive Summary** (attach additional pages, if needed).

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

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

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

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

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

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

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

**LEASE**

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

**WITNESSETH**

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

Part of the W ½ of the SW ¼ of Section 11 and part of the NW ¼ of Section 14, T5N R8E, Town of Montrose, Dane County, Wisconsin totaling approximately 101 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately forty-four (44) acres of the above-described land (said 44 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached aerial photo (Attachment A); and

WHEREAS LESSEE has entered into a Park Use Permit with LESSOR on July 20, 2015 that requires additional responsibilities and allows optional incentives on adjacent lands owned by LESSOR, which responsibilities and incentives are incorporated into this lease, run concurrently with this lease, and terminate upon termination of this lease,

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 demised premises to LESSEE for a term of 2 years, commencing as of the first day of January, 2016 and ending on the 31<sup>st</sup> day of December, 2017.

**Section 2. PUBLIC ACCESS TO PREMISES.** LESSOR may provide public access to all or a portion of the cropland for the following purposes: hiking, hunting, fishing, trapping, cross-country skiing, snowshoeing. Public access may include, without limitation, 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.** The intended uses and sole permitted uses of the premises are as agricultural cropland, hay land, native vegetation establishment and wildlife species habitat.

**Section 4. LESSEE OBLIGATIONS.** Throughout the term of this lease, LESSEE shall develop and maintain a conservation plan approved by the Dane County Land Conservation Office and shall obtain and follow a nutrient management plan developed according to the USDA Natural Resource Conservation Service standards and specifications. LESSEE shall provide LESSOR a copy of the conservation and nutrient management plans, as they may be amended, prior to planting. LESSEE shall confer with County Parks or its agent on land management issues, including drainage and erosion issues, or changes in land practices.

All cropping shall be continuous no till, as that term is defined by the Land Conservation Office. Crop rotation is to be determined by the conservation plan. Spreading manure on snow-covered or frozen ground is prohibited.

LESSEE may not apply phosphorous-containing fertilizers unless no other ground cover options are appropriate and soil tests demonstrate a phosphorous deficiency according to standards established by the University of Wisconsin-Extension for the plants being cropped.

LESSEE shall maintain existing and newly created waterways.

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. 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. INDEMNIFICATION; HOLD HARMLESS.** LESSEE, for itself and its officers, agents and employees, shall indemnify and hold harmless LESSOR, its officers, agents and employees for damages, losses or expenses suffered by any third party as a result of LESSEE'S negligent acts or those of LESSEE'S employees, agents or officers. Each party shall give to the other notice of any pending or threatened litigation, said notice to be given in a timely manner.

**Section 6. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay rent an amount equal to \$150.00 per acre, for a total of \$6,600.00 annually. Payment of \$6,600 is due and payable on the first day of December 2015, subsequent payments in equal installments of \$3,300 are due and payable on the first day of June and the first day of December, commencing June 1, 2016 and for the duration of the lease. Checks payable to Dane County Parks shall be sent to 5201 Fen Oak Drive, Madison, WI 53718. Time is of the essence in respect to rental payments. Failure to make rental payments timely may result in termination of the lease.

**Section 7. INCENTIVES.** Any incentives will be determined by current or future Park Permits administered by the Director of Parks.

**Section 8. ADJUSTMENTS.** There shall be no rental rate adjustments during the initial term of the lease. LESSEE agrees that LESSOR may reduce the number of acres under the lease with a six-month notice to LESSEE if the acres are to be used for Parks purposes. Acreage adjustments may be made at the request of the LESSOR, with proper notice, and upon mutual agreement between LESSEE and LESSOR.

**Section 9. NOTICES.** All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Lease, 5201 Fen Oak Drive, Madison, WI 53718. Notices to LESSEE shall be sent to Doug Brown, 6868 County Hwy A, Belleville WI 53508.

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

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

condition at the termination of this lease. In its use of the premises, LESSEE shall follow the soil conservation plan for the premises. LESSEE shall preserve established watercourses, tile drains, tile outlets, grass waterways and terraces and shall refrain from any operation that will injure them.

**Section 12. USE OF PREMISES, TERMINATION.** LESSEE shall not perform any acts or carry on any practices which may injure the premises or be a nuisance or menace to neighboring property. LESSEE shall comply with all laws, statutes, ordinances, rules and regulations of any agency of government having authority or jurisdiction over the premises. 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. In addition to the above, 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 not included in this lease are currently included in an agreement (Park Permit) with Dane County Parks. The Park Permit and this lease are separate contracts and do not govern each other.

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

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

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

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

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

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

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

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

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

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

**LESSEE**

BY: Douglas A Brown  
Doug Brown

**LESSOR**

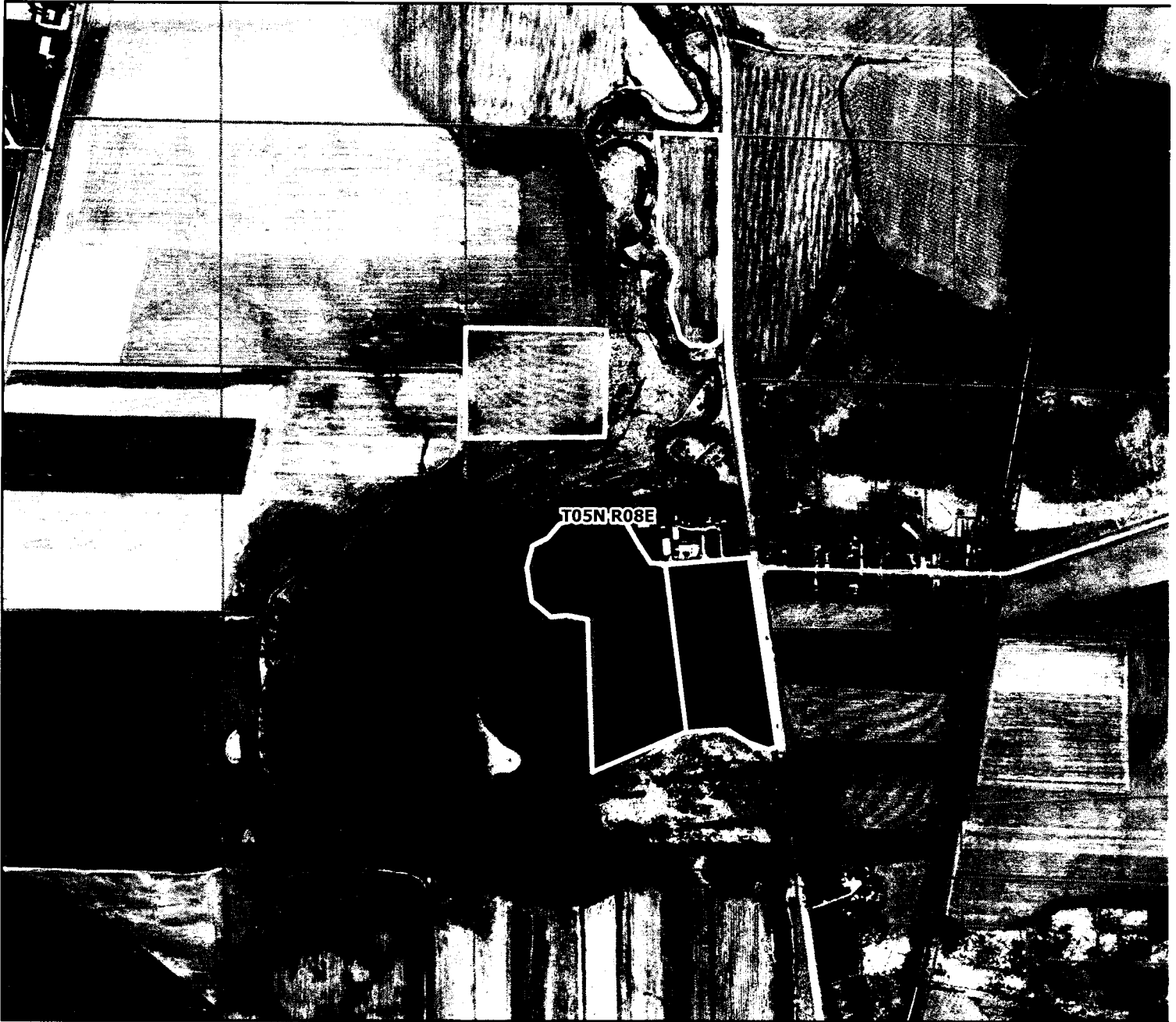
BY: \_\_\_\_\_  
Joseph T. Parisi  
COUNTY EXECUTIVE

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

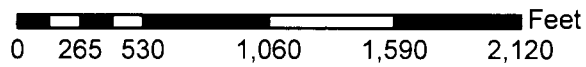
# Crop Lease Program - Montrose - 11\_1, 14\_1, 14\_2, & 14\_3

Sections 11 & 14, T5N, R8E, Montrose

Digital orthophoto taken April  
Map created April 20, 2016 by Dane Co. L



## Explanation



- County-owned Ag Leases
- Town and Range
- Tax Parcels

Map Location in Dane County

