

Res 306

Dane County Contract Cover Sheet

Dept./Division	Land & Water Resources / Administration
Vendor Name	James Helt
Vendor MUNIS #	3847
Brief Contract Title/Description	This is a lease extension to crop ⁶⁷ acres at Halfway Prairie Wildlife Area in the Town of Berry.
Contract Term	1/1/2019 to 12/31/2020
Total Contract Amount	\$ 11,055 per year x 2 years = \$22,110

Contract # <small>Admin will assign</small>	W357C
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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

MUNIS Req.	Org Code	LWRPKOP	Obj Code	84911	Amount	\$ 22,110
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.				Res #	306
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				Year	2018

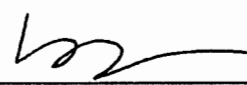
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11-9-18		
OL	Controller		11/14/18	
GC	Purchasing	11/13/18	11/13/18	
MS	Corporation Counsel	11-12-18	11-12-18	
SL	Risk Management	11/12/18	11/12/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Jim Helt
Phone #	608-224-3761	Phone #	608-513-6601
Email	smith.sharene@countyofdane.com	Email	jhelt@chorus.net
Address	5201 Fen Oak, #208, Madison, 53718	Address	8249 Helt Road, Dane, WI 53529

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		11/7/16
	Printed Name	
	Laura Hicklin	

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

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

THIRD ADDENDUM TO LEASE

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

WITNESSETH

WHEREAS LESSOR and LESSEE have entered into an amended lease of approximately 69.2 acres at in Sections 1 & 2 in the Town of Berry, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2018, and LESSOR and LESSEE wish to extend the lease for a period of 2 years;

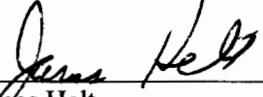
THEREFORE, in consideration of the above conditions and the mutual covenants set forth hereafter and in the lease, the receipt and sufficiency of which is hereby acknowledged by each party for itself, LESSOR and LESSEE do agree to the following addendum to the lease:

1. Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 2 years, commencing the first day of January, 2019 and ending on the 31st day of December, 2020.

2. Section 7 of the lease is amended in part to read: **RENTAL PAYMENTS.**
... LESSEE agrees to pay as rent the amount of \$165.00 per acre per year times the adjusted acreage of 67 acres, for a total of \$11,055.00 annually. Payments in equal installments of \$5,527.50 are due and payable on the first day of March and the first day of June 2019...

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

LESSEE:



James Helt

10-23-18
Date

LESSOR:

Joseph T. Parisi, County Executive

Date

Scott McDonell, County Clerk

Date

Dane County Contract Cover Sheet

Dept./Division	Land & Water Resources / Administration
Vendor Name	Neal Schoepp
Vendor MUNIS #	11649
Brief Contract Title/Description	This is a lease extension to crop 53 acres at Lussier County Park in the Town of Roxbury.
Contract Term	1/1/2019 to 12/31/2020
Total Contract Amount	\$ 6,254 per year x 2 years = \$12,508

Contract # <small>Admin will assign</small>	9766D
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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

MUNIS Req.	Org Code	LWRPKOP	Obj Code	84911	Amount	\$ 12,508
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	306			
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2018			

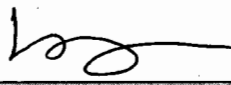
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11-9-18		
AK	Controller		11/12/18	
CGM	Purchasing	11/13/18	11/13/18	
	Corporation Counsel	11-12-18	11-12-18	
	Risk Management	11/12/18	11/12/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Neal Schoepp
Phone #	608-224-3761	Phone #	608-643-3667
Email	smith.sharene@countyofdane.com	Email	
Address	5201 Fen Oak, #208, Madison, 53718	Address	N585 Schoepp Rd., Sauk City, 53583

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		11/7/18
	Printed Name	
	Laura Hicklin	

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

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

FOURTH ADDENDUM TO LEASE

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

WITNESSETH

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 53 acres at Lussier County Park in the Town of Roxbury, Dane County, Wisconsin, and

WHEREAS the lease, as amended, will expire on December 31, 2018, and LESSOR and LESSEE wish to extend the lease for a period of 2 years;

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

1. Section 1 of the lease is amended further to read: **TERM.** LESSOR does hereby demise and lease the demised premises to LESSEE for a term of 2 years, commencing the first day of 2019 and ending on the 31st day of December 2020.
2. Section 3 is further amended to read: **LESSEE OBLIGATIONS.** When conditions allow, at Lussier County Park, mow large open grass areas one to two times in the summer to keep weeds down and mow hiking trails weekly or as needed to maintain at 6" max height. Mow the turf areas at the new boat launch at Lussier County Park, specifically around the entrance sign, driveway, roadways, parking lots, vault toilet, launch, and gravel path. See attached mowing maps. Continue to mow turf areas at Fish Lake Co. Park as agreed to in the past.
3. Section 5 of the lease is further amended to read: **RENTAL PAYMENTS.** LESSEE agrees to pay rent at the rate of \$118.00 per acre, for a total of \$6,254.00 annually. Payments in equal installments of \$3,127.00 are due and payable on the first day of March and the first day of June, commencing March 1, 2019 and each year for the duration of the lease. Checks payable to Dane County Parks shall be sent to 5201 Fen Oak Drive, Madison, WI 53718.

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

Dated this 18 day of Sept, 2018

LESSOR

LESSEE

Neal Schoepp
Neal Schoepp

Joseph T Parisi
COUNTY EXECUTIVE

Scott McDonell
COUNTY CLERK

Res 306

Dane County Contract Cover Sheet

Dept./Division	Land & Water Resources / Administration
Vendor Name	Helmut Jeschke
Vendor MUNIS #	24604
Brief Contract Title/Description	This is a lease extension to crop 35 acres at Anderson County Park in the Town of Oregon.
Contract Term	1/1/2019 to 12/31/2022
Total Contract Amount	\$ 4900 per year x 4 years = \$19,600

Contract # <small>Admin will assign</small>	11824B
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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

MUNIS Req.	Org Code	LWRKOP	Obj Code	84911	Amount	\$ 19,600
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res #	306
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year	2018


Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MS</i>	Received by DOA	11-9-18		
<i>al</i>	Controller		11/12/18	
<i>CC</i>	Purchasing	11/13/18	11/13/18	
<i>MS</i>	Corporation Counsel	11-12-18	11-12-18	
<i>MS</i>	Risk Management	11/12/18	11/12/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Helmut Jeschke
Phone #	608-224-3761	Phone #	608-835-5667
Email	smith.sharene@countyofdane.com	Email	
Address	5201 Fen Oak, #208, Madison, 53718	Address	4929 Cty Hwy A, Oregon, WI 53575

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		11/2/18
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

ADDENDUM TO L E A S E

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

W I T N E S S E T H

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 35 acres in Section 14 of the Town of Oregon, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2018, and LESSOR and LESSEE wish to extend the lease for a period of 4 years;

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

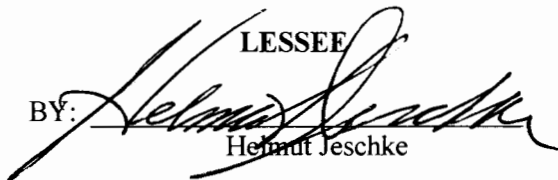
1. Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 4 years, commencing the first day of January, 2019 and ending on the 31st day of December, 2022.

2. Section 4 of the lease is amended in part to read: **LESSEE OBLIGATIONS.** ... LESSEE shall plant, and cut twice a year, cool season grasses on a crop border of twelve feet around the entire perimeter of the crop field....

3. Section 6 of the lease is amended to read: **RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay rent an amount equal to \$140.00 per acre times 35 acres, for an annual total of \$4,900.00. Payments in equal installments of \$2,450 are due and payable on the first day of March and the first day of June, commencing March 1, 2019 and for the duration of the lease. Time is of the essence with respect to rental payments. Failure to make rental payments timely may result in termination of the lease.

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

Dated: 9-13-18, 2018.

LESSEE
BY: 
Helmut Jeschke

LESSOR
BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

Scott McDonell
COUNTY CLERK

Res 306

Dane County Contract Cover Sheet

Dept./Division	Land & Water Resources / Administration
Vendor Name	David Powell
Vendor MUNIS #	12061
Brief Contract Title/Description	This is a lease extension to crop 54.3 acres acres at Donald County Park in the Town of Springdale.
Contract Term	1/1/2019 to 12/31/2022
Total Contract Amount	\$ 6380.24 per year x 4 years = \$25,520.96

Contract # <small>Admin will assign</small>	11701C
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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

MUNIS Req.	Org Code	LWRADMIN	Obj Code	84909	Amount	\$ 25,520.96
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res #	306
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year	2018


Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11-9-18		
de	Controller		11/12/18	
Co	Purchasing	11/13/18	11/13/18	
JP	Corporation Counsel	11-12-18	11-12-18	
de	Risk Management	11/10/18	11/12/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	David Powell
Phone #	608-224-3761	Phone #	608-444-5693
Email	smith.sharene@countyofdane.com	Email	
Address	5201 Fen Oak, #208, Madison, 53718	Address	2435 State Hwy 92, Mount Horeb, 53572

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		11/7/18
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

THIRD ADDENDUM TO L E A S E

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

W I T N E S S E T H

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 54.3 acres at Donald County Park in Section 29 in the Town of Springdale, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2018, and LESSOR and LESSEE wish to extend the lease for a period of 4 years;

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

- 1. Section 1 of the lease is further amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 4 years, commencing the first day of January, 2019 and ending on the 31st day of December, 2022.
- 2. Section 7 of the lease is further amended in part to read: **RENTAL PAYMENTS.** . . . LESSEE agrees to pay rent in the amount of \$117.50 per acre per year, for a total of \$6380.24 annually. Payments in equal installments of \$3190.12 are due and payable on the first day of March and the first day of June, commencing June 1, 2019 and continuing for the duration of the lease....

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

Dated: 9-7-2018, 2018.

LESSEE

David Powell
David Powell

LESSOR

BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

Scott McDonell
COUNTY CLERK

Res 306

Dane County Contract Cover Sheet

Dept./Division	Land & Water Resources / Administration
Vendor Name	Matthew Sutter
Vendor MUNIS #	15485
Brief Contract Title/Description	This is a lease extension to crop 6.2 acres at Donald County Park in the Town of Springdale.
Contract Term	1/1/2019 to 12/31/2022
Total Contract Amount	\$ 637.98 per year x 4 years = \$2,551.92

Contract # <small>Admin will assign</small>	9342E
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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

MUNIS Req.	Org Code	LWRKOP	Obj Code	84911	Amount	\$ 2,551.92
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #	306
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					Year	2018


Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11-9-18		
CV	Controller		11/12/18	
CC	Purchasing	11/13/18	11/13/18	
	Corporation Counsel	11-12-18	11-12-18	
	Risk Management	11/12/18	11/12/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Matthew Sutter
Phone #	608-224-3761	Phone #	608-832-6445
Email	smith.sharene@countyofdane.com	Email	
Address	5201 Fen Oak, #208, Madison, 53718	Address	2074 Sutter Drive, Mount Horeb, 53572

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		11/7/16
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

FIFTH ADDENDUM TO LEASE

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

WITNESSETH

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 6.2 acres at Donald County Park in the Town of Springdale, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2018, and LESSOR and LESSEE wish to extend the lease for a period of 4 years;

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

1. Section 1 of the lease is further amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 4 years, commencing the first day of January, 2019 and ending on the 31st day of December, 2022.

2. Section 7 of the lease is further amended in part to read: **RENTAL PAYMENTS.** ...LESSEE agrees to pay rent in 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, 2019 and continuing for the duration of the lease....

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

Dated: 9/5, 2018.

LESSEE

Matthew W. Sutter
Matthew W. Sutter

LESSOR

BY: _____
Joseph T. Parisi, County Executive

Scott McDonnell, County Clerk

Dane County Contract Cover Sheet

Dept./Division	Land & Water Resources / Administration
Vendor Name	Richard Fahey
Vendor MUNIS #	24441
Brief Contract Title/Description	This is a lease renewal to crop 85.8 acres at Falk Wells Sugar River Wildlife Area in the Town of Montrose and Town of Verona
Contract Term	1/1/2019 to 12/31/2022
Total Contract Amount	\$ 15,015 per year x 4 years = \$60,060

Contract # <small>Admin will assign</small>	11700B
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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

MUNIS Req.	Org Code	LWRPKOP	Obj Code	84911	Amount	\$ 60,060
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res #	306
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year	2018


Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11-9-18		
al	Controller		11/12/18	
	Purchasing			
	Corporation Counsel	11-12-18	11-12-18	
	Risk Management	11/12/18	11/12/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Richard Fahey
Phone #	608-224-3761	Phone #	608-212-5710
Email	smith.sharene@countyofdane.com	Email	maryfahey53@gmail.com
Address	5201 Fen Oak, #208, Madison, 53718	Address	1984 Manhattan Dr., Verona, 53593

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		11/7/18
	Printed Name	
	Laura Hicklin	

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

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

FIRST ADDENDUM TO LEASE

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

WITNESSETH

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 85.8 acres at Falk Wells Sugar River Wildlife Area in Section 34, Town of Verona and Section 3, Town of Montrose, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2018, and LESSOR and LESSEE wish to extend the lease for a period of 4 years;

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

- 1. Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 4 years, commencing the first day of January 2019 and ending on the 31st day of December 2022.
- 2. Section 4 of the lease is amended in part to read: **LESSEE OBLIGATIONS...** LESSEE agrees to maintain 30 foot wide grass buffers in locations where the fields are close to the streambank per the conservation plan. LESSEE agrees to cut and possibly bale the grass field as depicted on the conservation plan map.
- 3. Section 7 of the lease is amended in part to read: **RENTAL PAYMENTS. . . .** LESSEE agrees to pay rent in the amount of \$175.00 per acre for a total of \$15,015.00 annually. Payments, in equal installments of \$7,507.50 are due and payable on the first day of March and the first day of June, commencing March 1, 2019 and for the duration of the lease....

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

Dated this 26 day of October, 2018.

LESSOR

Richard Fahey
Richard Fahey

LESSEE

BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

Scott McDonell
COUNTY CLERK

Res 306

Dane County Contract Cover Sheet

Dept./Division	Land & Water Resources / Administration
Vendor Name	Tom Sarbacker
Vendor MUNIS #	24440
Brief Contract Title/Description	This is a lease renewal to crop 8.9 acres at Falk Wells Sugar River Wildlife Area in the Town of Montrose.
Contract Term	1/1/2019 to 12/31/2022
Total Contract Amount	\$ 1,397.30 per year x 4 years = \$5,589.20

Contract # <small>Admin will assign</small>	11699B
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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

MUNIS Req.	Org Code	LWRPKOP	Obj Code	84911	Amount	\$ 5,589.20
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #	306
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					Year	2018


Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MS	Received by DOA	11-9-18		
CS	Controller		11/12/18	
CS	Purchasing	11/13/18	11/13/18	
CS	Corporation Counsel	11-12-18	11-12-18	
CS	Risk Management	11/12/18	11/12/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Tom Sarbacker
Phone #	608-224-3761	Phone #	608-845-9855
Email	smith.sharene@countyofdane.com	Email	sarbs7@tds.net
Address	5201 Fen Oak, #208, Madison, 53718	Address	1487 Range Trail, Verona, 53593

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		11/7/16
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

SECOND ADDENDUM TO LEASE

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

W I T N E S S E T H

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 8.9 acres in Section 3, Town of Montrose, Dane County, Wisconsin, and

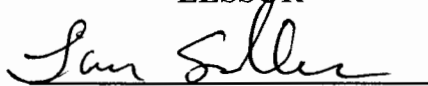
WHEREAS the lease will expire on December 31, 2018, and LESSOR and LESSEE wish to extend the lease for a period of 4 years;

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

1. Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of 4 years, commencing the first day of January 2019 and ending on the 31st day of December 2022.
2. Section 4 of the lease is amended in part to read: **LEASE OBLIGATIONS.** ...LESSEE shall establish and maintain 22 foot wide grass buffers around the perimeter of the field for the duration of the lease. LESSEE shall use BLM#4 pasture mix as approved by LESSOR. The grass buffers are intended to function as access lanes, thus LESSEE shall mow them frequently enough to maintain the grass at a maximum height of six inches.
3. Section 7 of the lease is amended in part to read: **RENTAL PAYMENTS.** . . . LESSEE agrees to pay rent in the amount of \$157.00 per acre for a total of \$1,397.30 annually. Payments, in equal installments of \$698.65 are due and payable on the first day of March and the first day of June, commencing March 1, 2019 and for the duration of the lease....

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

Dated this 9 day of October, 2018.

LESSOR

Tom Sarbacker

LESSEE
BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

Scott McDonell
COUNTY CLERK

Res 306

Dane County Contract Cover Sheet

Dept./Division	Land & Water Resources / Administration
Vendor Name	Allan Breunig
Vendor MUNIS #	10778
Brief Contract Title/Description	This is a lease renewal to crop 38 acres at Springfield Hill Natural Resources Area in the Town of Roxbury.
Contract Term	1/1/2019 to 12/31/2022
Total Contract Amount	\$ 4,180 per year x 4 years = \$16,720

Contract # <small>Admin will assign</small>	9344E
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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

MUNIS Req.	Org Code	LWRPKOP	Obj Code	84911	Amount	\$ 16,720
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.				Res #	306
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				Year	2018

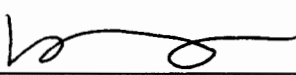
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MS	Received by DOA	11/9/18		
AS	Controller		11/12/18	
CS	Purchasing	11/13/18	11/13/18	
CS	Corporation Counsel	11-12-18	11-12-18	
AS	Risk Management	11/12/18	11/12/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Allan Bruenig
Phone #	608-224-3761	Phone #	608-643-3844
Email	smith.sharene@countyofdane.com	Email	
Address	5201 Fen Oak, #208, Madison, 53718	Address	8080 Cty Hwy V, Sauk City, WI 53583

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		11/7/18
	Printed Name	
	Laura Hicklin	

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

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

FIFTH ADDENDUM TO LEASE

THIS ADDENDUM TO 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 and LESSEE have entered into a lease of approximately 38 acres in the Springfield Hill Natural Resource Area in the Town of Roxbury, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2018, and LESSOR and LESSEE wish to extend the lease for a period of four (4) years;

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

- 1. Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of four (4) years, commencing the first day of January 2019 and ending on the 31st day of December 2022.
- 2. Section 4 of the lease is amended in part to read: **LESSEE OBLIGATIONS.**
...LESSEE shall maintain the grade stabilization structures located on the premises in accordance with the attached Addendum A which is made a part herein....
- 3. Section 7 of the lease is amended in part to read: **RENTAL PAYMENTS.**
...LESSEE agrees to pay rent in the amount of \$110.00 per acre for a total of \$4,180.00 annually. Payments, in equal installments of \$2,090.00 are due and payable on the first day of March and the first day of June, commencing March 1, 2019 and for the duration of the lease. Checks payable to Dane County Parks shall be sent to 5201 Fen Oak Drive, #208, Madison, WI 53718....

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

Dated this 28 day of August, 2018.

LESSEE

Allan G. Breunig
Allan G. Breunig

LESSOR

BY: _____
Joseph T. Parisi
COUNTY EXECUTIVE

Scott McDonell
COUNTY CLERK

ADDENDUM A

OPERATIONS AND MAINTENANCE PLAN

GRADE STABILIZATION STRUCTURE

I agree to the following for the duration of my lease with Dane County:

- 1) Mow grasses to approximately 8 inches when possible.
- 2) Control weeds and invading brush.
- 3) Inspect these practices frequently, especially after heavy rains. Fill and seed or add sod to small rills or gullies immediately upon noting damage.
- 4) Protect all practices from grass herbicide application or run-off.
- 5) Refrain from tilling the edge of the structures adjacent to the crop field.
- 6) Inspect the basin's perforated riser pipe and orifice after storms when possible. Remove all debris.
- 7) Inspect the basin for burrowing rodents and notify the County if present.

Initial: AB Date: 8-28-18

Res 306

Dane County Contract Cover Sheet

Dept./Division	Land & Water Resources / Administration
Vendor Name	Steven Burns and Thomas Burns
Vendor MUNIS #	7964
Brief Contract Title/Description	This is a new lease to a current lessee to crop 90 acres at Donald County Park in the Town of Springdale. Acreage is reduced from previous year and maintenance duties have been added.
Contract Term	1/1/2019 to 12/31/2022
Total Contract Amount	\$ 12,600 per year x 4 years = \$50,400

Contract # <small>Admin will assign</small>	13537
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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

MUNIS Req.	Org Code	LWRADMIN	Obj Code	84909	Amount	\$ 50,400
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #	306
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					Year	2018

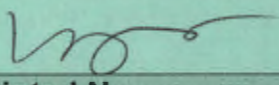
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
NG	Received by DOA	11-9-18		
CD	Controller		11/12/18	
CC	Purchasing	11/13/18	11/13/18	
	Corporation Counsel	11-12-18	11-12-18	
	Risk Management	11/12/18	11/12/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Steve Burns
Phone #	608-224-3761	Phone #	608-444-0126
Email	smith.sharene@countyofdane.com	Email	
Address	5201 Fen Oak, #208, Madison, 53718	Address	8976 Ridgeview Rd, Mount Horeb, 53572

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		11/7/14
	Printed Name	
	Laura Hicklin	

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

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

LEASE

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").

WITNESSETH

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

Part of the West ½ of Section 28, South ½ of Section 29, part of the Northeast ¼ of Section 32 and part of Section 33, T6N R7E, 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 90 acres of land within the above-described property known as Donald Park (said 90 acres is hereinafter referred to as "the Premises") and which are more particularly shown on the attached Conservation Plan Map;

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

Section 1. TERM. LESSOR does hereby demise and lease the Premises to LESSEE for a term of four (4) years, commencing as of the first day of January, 2019 and ending on the 31st day of December, 2022 unless terminated earlier as provided for herein.

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

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

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

LESSEE shall collect soil samples in accordance with UW A21000 recommendations and submit results to LWRD within the first year of this Lease contract, but no later than June 1, 2019.

LESSEE shall also submit to LWRD by June 1, 2019 a Nutrient Management Plan developed according to the USDA Natural Resource Conservation Service standards and specifications. LESSOR shall approve the Nutrient Management Plan prior to implementation. LESSEE shall confer with LWRD on land management issues or changes in land practices.

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

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

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

Crop rotation is to be determined by the Conservation Plan.

LESSEE shall mow and maintain trail buffers and grass overflow parking areas identified on the attached map at least once each year after August 1. Grass cuttings may be harvested and baled by LESSEE.

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

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

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

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

LESSEE shall not encroach onto adjacent LESSOR or private property, EXCEPT THAT LESSEE shall remove snow equal to or greater than 3" from Sutte Road South and loop access to the existing farm buildings along with access to and parking at the parking area at Pop's Knoll. Darren Marsh or Dick Black shall be contacted if additional plowing assistance is required.

LESSEE shall maintain and mow a 50 foot buffer along the stream which shall include controlling weeds and brush in order to comply with the existing Farmland Protection Easement.

LESSEE shall control invasive species, including but not limited to box elder and buckthorn on the southeast portion of the Premises by mowing at least once a year.

LESSOR desires an overflow parking area approximately .5 acres in size on the northeast corner of the Premises which is shown on the attached Conservation Plan Map. LESSEE shall plant cool season grass (BLM #4 Pasture Mix) in spring and maintain the area. The annual rent in Section 7 is based on 90 acres in order to exclude said parking area.

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

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

Section 7. RENTAL PAYMENTS. In consideration of LESSOR's agreement to lease the Premises, LESSEE agrees to pay as rent the amount of \$140.00 per acre per year, for a total of \$12,600.00 annually. Payments, in equal installments of \$6,300.00 are due and payable on the first day of March and the first day of June commencing March 1, 2019 and continuing for the duration of the Lease. Checks payable to Dane County Treasurer shall be sent to 5201 Fen Oak Drive, Madison, WI 53718. Time is of the essence with respect to rental payments. Failure to make timely rental payments may result in termination of the Lease and may also impact LESSEE's ability to secure future leases

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

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

Section 9. NOTICES. All payments and notices required to be sent under this Lease shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Lease, 5201 Fen Oak Drive, Madison, WI 53718. Notices to LESSEE shall be sent to Steven and Thomas Burns, 8976 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 consented to in writing by LESSOR.

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

in as good a condition at the termination of this Lease. In its use of the Premises, LESSEE shall follow the Soil Conservation Plan for the Premises and to follow those practices recommended by LWRD.

LESSEE shall preserve established water courses, tile drains, tile outlets, grass waterways and terraces and shall refrain from any operation that will injure them. LESSEE shall maintain a vegetative buffer of no less than 75 feet from the surface water of Deer Creek.

ADDENDUM A - Waterway Maintenance Agreement itemizing operations required to maintain grass waterways is attached and made part of this lease.

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

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

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

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

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

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

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

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

Section 16. LESSOR'S AUTHORIZED AGENT. All written authorizations on the part of LESSOR necessitated by this agreement or requested by LESSEE shall be made only by

the Director or Deputy Director, Dane County Land & Water Resources Department, 5201 Fen Oak Drive, Madison, WI 53718.

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

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

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

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

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

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


LESSEE:



Steven Burns

9-20-18

Date



Thomas Burns

9-20-18

Date

LESSOR:

Joseph T. Parisi, County Executive

Date

Scott McDonell, County Clerk

Date

ADDENDUM A

OPERATIONS AND MAINTENANCE PLAN

GRASSED WATERWAY

I agree to the following for the duration of my lease with Dane County:

- 1) Do not use waterway as a field access road.
- 2) Mow grasses to approximately 8 inches.
- 3) Control weeds and invading brush.
- 3) 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).
- 4) Protect waterways from grass herbicide application or run-off.
- 5) Refrain from tilling the top edge of the waterway adjacent to the crop field.

Initial: AS JSS Date: 9-20-16

Conservation Plan Map

Owner: Dane County
Donald Park
Operator: Burns Grain

Township(s): Springdale
Sections(s): 28, 29
Tract(s): 17188

Completed by: Lambert
Phone: (608) 224-3730
Date: 8-17-18



0 500 1,000 1,500 2,000 Feet

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