

## Dane County Contract Cover Sheet

|   |   |   |   |
|---|---|---|---|
| <b>Dept./Division</b>                   | Land & Water Resources  | <b>Contract #</b><br><small>Admin will assign</small> | 13268   |
| <b>Vendor Name</b>                      | Scott Income Trust  | <b>Addendum</b>                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>Vendor MUNIS #</b>                   | 28163   | <b>Type of Contract</b>                               |   |
| <b>Brief Contract Title/Description</b> | Crop lease with former owner of recently purchased land for Cam-Rock County Park. | <input type="checkbox"/>                              | POS   |
| <b>Contract Term</b>                    | Five years (2018-2022)  | <input type="checkbox"/>                              | Grant   |
| <b>Total Contract Amount</b>            | \$ 20,250   | <input type="checkbox"/>                              | County Lessee   |
|   |   | <input checked="" type="checkbox"/>                   | County Lessor   |
|   |   | <input type="checkbox"/>                              | Intergovernmental   |
|   |   | <input type="checkbox"/>                              | Purchase of Property  |
|   |   | <input type="checkbox"/>                              | Property Sale   |
|   |   | <input type="checkbox"/>                              | Other   |

|                             |  |                  |
|-----------------------------|--|------------------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)                                 |                  |
|                             | <input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)             |                  |
|                             | <input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)               | <b>RFB/RFP #</b> |
|                             | <input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)                         |                  |
|                             | <input type="checkbox"/> Bid Waiver – 35,000 or above (N/A to Public Works)                                |                  |
|                             | <input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other |                  |

|                   |          |          |          |       |        |          |
|-------------------|----------|----------|----------|-------|--------|----------|
| <b>MUNIS Req.</b> | Org Code | LWRADMIN | Obj Code | 84909 | Amount | \$ 4,050 |
| <b>Req #</b>      | Org Code |          | Obj Code |       | Amount | \$       |
| <b>Year</b>       | Org Code |          | Obj Code |       | Amount | \$       |

|                   |  |  |  |  |  |              |      |
|-------------------|--|--|--|--|--|--------------|------|
| <b>Resolution</b> | <b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b> |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.  |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.   |  |  |  |  | <b>Res #</b> | 324  |
|                   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.   |  |  |  |  | <b>Year</b>  | 2017 |

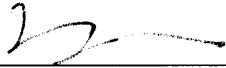

|                         |   |
|-------------------------|---|
| <b>Domestic Partner</b> | Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-------------------------|---|

| Contract Review/Approvals |                     |          |          |          |
|---------------------------|---------------------|----------|----------|----------|
| Initials                  | Dept.               | Date In  | Date Out | Comments |
| MLB                       | Received by DOA     | 12-12-17 |          |          |
| as                        | Controller          |          | 12/13/17 |          |
| Ca                        | Purchasing          | 12/22/17 | 12/22/17 |          |
|                           | Corporation Counsel | 12/14/17 | 12/22/17 |          |
|                           | Risk Management     | 12/14/17 | 12/14/17 |          |
|                           | County Executive    |          |          |          |

| Dane County Dept. Contact Info |  | Vendor Contact Info |                                       |
|--------------------------------|--|---------------------|---------------------------------------|
| <b>Name</b>                    | Gaylord Plummer                                  | <b>Name</b>         | Richard Scott                         |
| <b>Phone #</b>                 | 608-224-3760                                     | <b>Phone #</b>      | 608-712-4176                          |
| <b>Email</b>                   | plummer@countyofdane.com                         | <b>Email</b>        | thescotts72@gmail.com                 |
| <b>Address</b>                 | Room 208, 5201 Fen Oak Drive<br>Madison WI 53718 | <b>Address</b>      | 15 Dilemma Road<br>Cambridge WI 53523 |

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

## Contract Coversheet Signatures

| Department Approval of Contract                 |   |             |
|---|---|-------------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | <b>Signature</b>  | <b>Date</b> |
|   |  | 12/12/17    |
|   | <b>Printed Name</b>   |             |
|   |  |             |

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

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

**L E A S E**

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

**W I T N E S S E T H**

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

Parts of the E 1/2 of SW 1/4 and the NW 1/4 of the SE 1/4 Section 12, T6N R12E, in the Village of Cambridge, Dane County, Wisconsin totaling approximately 48 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 31.4 acres of land within the above-described property (said 31.4 acres hereinafter referred to as "the Premises") and which are more particularly shown on the attached Conservation Plan Map;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the Premises to LESSEE for a term of five (5) years, commencing as of the first day of January, 2018 and ending on the 31<sup>st</sup> 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, 2018.

LESSEE shall also submit to LWRD by June 1, 2018 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 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.

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

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

LESSEE shall not encroach onto adjacent LESSOR or private property.

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

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

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the Premises, LESSEE agrees to pay as rent the amount of \$125.00 per acre per year, for

a total of \$3,925.00 annually. Payments, in equal installments of \$1,962.50 are due and payable on the first day of March and the first day of June commencing March 1, 2018 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 Richard A. Scott, 15 Dilemma Road, Cambridge WI 53523.

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

**Section 11. CONDITION OF PREMISES.** LESSEE has inspected the Premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the Premises in its present condition and to deliver the same in as good a condition at the termination of this Lease. In its use of the Premises, LESSEE shall follow the Soil Conservation Plan for the Premises and to follow those practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, grass waterways and terraces and shall refrain from any operation that will injure them.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

|                                    |      |
|------------------------------------|------|
| <b>LESSOR:</b>                     |      |
|                                    |      |
|                                    |      |
| Joseph T. Parisi, County Executive | Date |
|                                    |      |
|                                    |      |
| Scott McDonell, County Clerk       | Date |

|                           |                  |
|---------------------------|------------------|
| <b>LESSEE:</b>            |                  |
|                           |                  |
| <i>Richard A Scott</i>    | <i>12-4-2017</i> |
| Richard A. Scott, Trustee | Date             |
| Scott Income Trust        |                  |

# Conservation Plan Map

Owner: Dane County  
CamRock County Park  
Operator: Richard Scott

Township(s): Christiana  
Sections(s): 12  
Tract(s): 4669

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 12-1-17



0

1,000  
Feet

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



Res 324

## Dane County Contract Cover Sheet

|   |   |
|---|---|
| <b>Dept./Division</b>                   | Land & Water Resources                        |
| <b>Vendor Name</b>                      | Ronald J Treinen                              |
| <b>Vendor MUNIS #</b>                   | 25237   |
| <b>Brief Contract Title/Description</b> | Recent acquisition leased to existing farmer. |
| <b>Contract Term</b>                    | Five years (2018-2022)                        |
| <b>Total Contract Amount</b>            | \$ 51,250 (\$10,250 x 5)                      |

|   |   |
|---|---|
| <b>Contract #</b><br><small>Admin will assign</small> | 13269   |
| <b>Addendum</b>                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>Type of Contract</b>                               |   |
| <input type="checkbox"/>                              | POS   |
| <input type="checkbox"/>                              | Grant   |
| <input type="checkbox"/>                              | County Lessee   |
| <input checked="" type="checkbox"/>                   | County Lessor   |
| <input type="checkbox"/>                              | Intergovernmental   |
| <input type="checkbox"/>                              | Purchase of Property  |
| <input type="checkbox"/>                              | Property Sale   |
| <input type="checkbox"/>                              | Other   |

|                             |  |           |
|-----------------------------|--|-----------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)                                 |           |
|                             | <input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)             |           |
|                             | <input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)               | RFB/RFP # |
|                             | <input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)                         |           |
|                             | <input type="checkbox"/> Bid Waiver – 35,000 or above (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 | \$ 10,250 |
|------------|----------|---------|----------|-------|--------|-----------|
| Req #      | Org Code |         | Obj Code |       | Amount | \$        |
| Year       | Org Code |         | Obj Code |       | Amount | \$        |

|                   |  |  |  |  |  |              |      |
|-------------------|--|--|--|--|--|--------------|------|
| <b>Resolution</b> | <b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b> |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.  |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.   |  |  |  |  | <b>Res #</b> | 324  |
|                   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.   |  |  |  |  | <b>Year</b>  | 2017 |


|                         |   |
|-------------------------|---|
| <b>Domestic Partner</b> | Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-------------------------|---|

| Contract Review/Approvals |                     |          |          |          |
|---------------------------|---------------------|----------|----------|----------|
| Initials                  | Dept.               | Date In  | Date Out | Comments |
| MG                        | Received by DOA     | 12-12-17 |          |          |
| AD                        | Controller          |          | 12/13/17 |          |
| CC                        | Purchasing          | 12/22/17 | 12/22/17 |          |
| WJ                        | Corporation Counsel | 12/14/17 | 12/15/17 |          |
| AD                        | Risk Management     | 12/14/17 | 12/14/17 |          |
|                           | County Executive    |          |          |          |

| Dane County Dept. Contact Info |   | Vendor Contact Info |                                      |
|--------------------------------|---|---------------------|--------------------------------------|
| <b>Name</b>                    | Gaylord Plummer                             | <b>Name</b>         | Ronald Treinen                       |
| <b>Phone #</b>                 | 608-224-3760                                | <b>Phone #</b>      | 608-628-7159                         |
| <b>Email</b>                   | plummer@countyofdane.com                    | <b>Email</b>        | rtreinen0629@gmail.com               |
| <b>Address</b>                 | 5201 Fen Oak Drive #208<br>Madison WI 53718 | <b>Address</b>      | 4156 Gray Road<br>Deforest, WI 53532 |

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

## Contract Coversheet Signatures

| Department Approval of Contract                 |   |             |
|---|---|-------------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | <b>Signature</b>  | <b>Date</b> |
|   |  | 12/12/17    |
|   | <b>Printed Name</b>   |             |
|   | Laura Hicklin   |             |

## Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.12(3)

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

**L E A S E**

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

**W I T N E S S E T H**

WHEREAS LESSOR is the owner of certain real property part of Dane County Cherokee Marsh Wildlife Area partially described as follows:

Parts of the SE 1/4 of Section 1 and the NE 1/4 of Section 12, T9N R10E, in the Town of Westport, Dane County, Wisconsin totaling approximately 41 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 41 acres of land within the above-described property (said 41 acres hereinafter referred to as "the Premises") and which are more particularly shown on the attached Conservation Plan Map;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the Premises to LESSEE for a term of five (5) years, commencing as of the first day of January, 2018 and ending on the 31<sup>st</sup> 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, 2017.

LESSEE shall also submit to LWRD by June 1, 2018 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 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.

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.

LESSEE shall be responsible for any building repairs or modifications to the machine shed and the dairy barn, which LESSEE may use for duration of the lease period. LESSEE shall not be responsible for any building damage caused by natural disaster. LESSOR shall not be responsible for any building repairs following natural disaster.

LESSEE and LESSOR shall work in good faith to determine when the cattle barn will be demolished and no longer available to the LESSEE. LESSEE may use the cattle barn until that point.

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

LESSEE shall not encroach onto adjacent LESSOR or private property.

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

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

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the Premises, LESSEE agrees to pay as rent the amount of \$250.00 per acre per year, for a total of \$10,250.00 annually. Payments, in equal installments of \$5,125.00 are due and payable on the first day of March and the first day of June commencing March 1, 2018 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 Ronald Treinen, 4156 Gray Road, Deforest, WI 53532.

**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.

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

Q 11/17/17 RT 11/17/17

**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.

**Section 22. PROPERTY ACCESS.** LESSEE is the prior fee owner of the leased premises and is therefore familiar with the access limitations to the premises located south of STH 19. The driveway that currently provides access to the premises is not owned by the LESSOR and LESSEE acknowledges that LESSOR is not liable for lost access to the existing driveway. LESSEE is responsible for installing any necessary driveway improvements if access to the existing driveway is lost.

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

**LESSOR:**

\_\_\_\_\_  
Joseph T. Parisi, County Executive

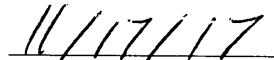
\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, County Clerk


\_\_\_\_\_  
Date

**LESSEE:**

  
\_\_\_\_\_  
Ronald J. Treinen

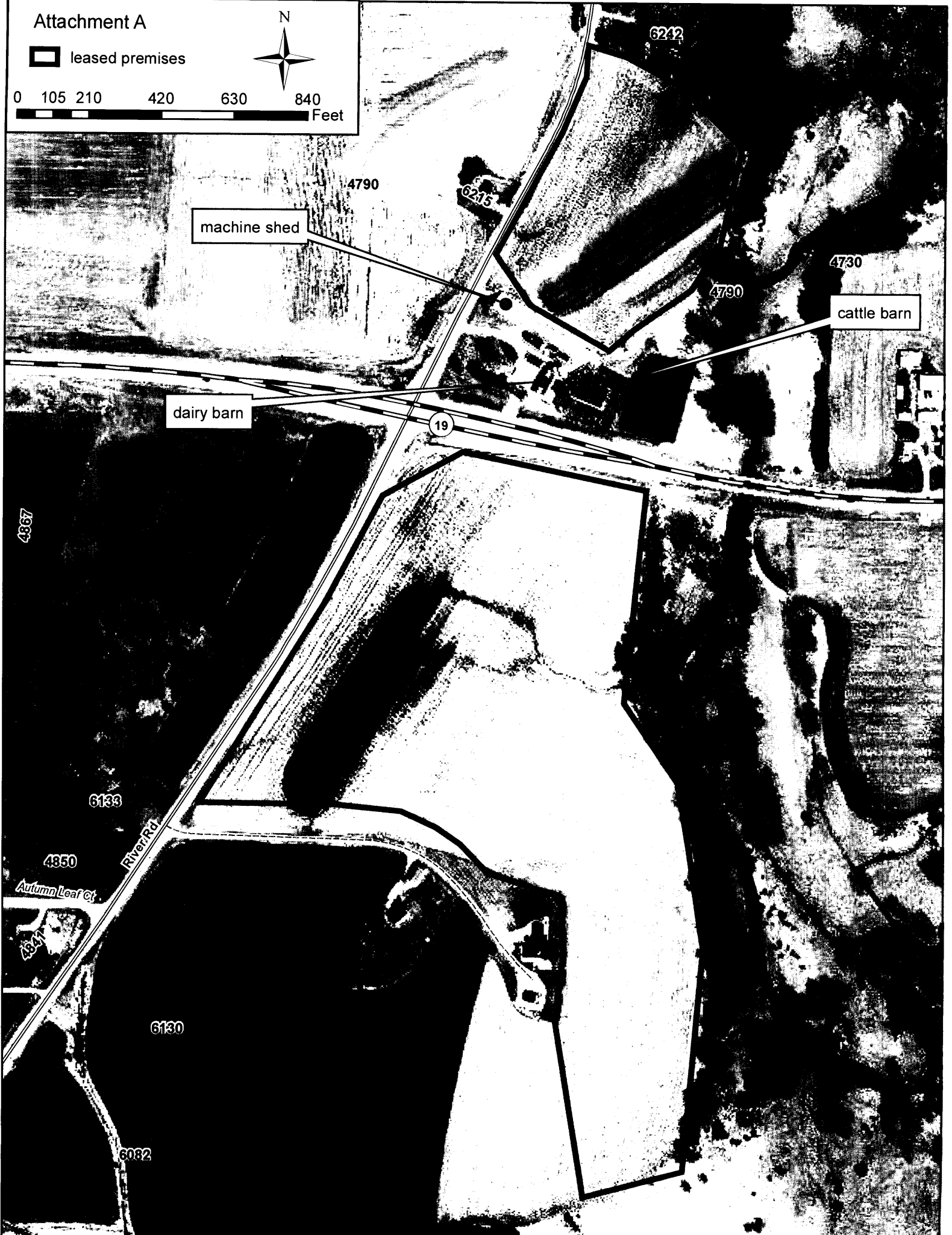
  
\_\_\_\_\_  
Date

Attachment A

 leased premises



0 105 210 420 630 840 Feet



machine shed

dairy barn

cattle barn

6242

4790

6245

4730

4790

19

4867

6133

4850

Autumn Leaf Ct

6130

6082

River Rd



## Dane County Contract Cover Sheet

|   |  |   |  |
|---|--|---|--|
| <b>Dept./Division</b>                   | Land & Water Resources   | <b>Contract #</b><br><small>Admin will assign</small> | 13270  |
| <b>Vendor Name</b>                      | Michael Coyle  | <b>Addendum</b>                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Vendor MUNIS #</b>                   | 25246  | <b>Type of Contract</b>                               |  |
| <b>Brief Contract Title/Description</b> | Extension with existing farmer as property transitions to increased public access. | <input type="checkbox"/>                              | POS  |
| <b>Contract Term</b>                    | Five (5) years 1-1-18 to 12-31-2022  | <input type="checkbox"/>                              | Grant  |
| <b>Total Contract Amount</b>            | \$ 83,407.50   | <input type="checkbox"/>                              | County Lessee  |
|   |  | <input checked="" type="checkbox"/>                   | County Lessor  |
|   |  | <input type="checkbox"/>                              | Intergovernmental  |
|   |  | <input type="checkbox"/>                              | Purchase of Property                                     |
|   |  | <input type="checkbox"/>                              | Property Sale  |
|   |  | <input type="checkbox"/>                              | Other  |

|                             |  |  |                  |
|-----------------------------|--|--|------------------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)                                 |  |                  |
|                             | <input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)             |  |                  |
|                             | <input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)               |  | RFB/RFP # 117087 |
|                             | <input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)                         |  |                  |
|                             | <input type="checkbox"/> Bid Waiver – 35,000 or above (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 | \$ 16,682 |
|------------|----------|----------|----------|-------|--------|-----------|
| Req #      | Org Code |          | Obj Code |       | Amount | \$        |
| Year       | Org Code |          | Obj Code |       | Amount | \$        |

|                   |  |  |  |  |              |      |
|-------------------|--|--|--|--|--------------|------|
| <b>Resolution</b> | <b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b> |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.   |  |  |  | <b>Res #</b> | 324  |
|                   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.   |  |  |  | <b>Year</b>  | 2017 |


|                         |   |
|-------------------------|---|
| <b>Domestic Partner</b> | Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-------------------------|---|

| Contract Review/Approvals |                     |          |          |          |
|---------------------------|---------------------|----------|----------|----------|
| Initials                  | Dept.               | Date In  | Date Out | Comments |
| MG                        | Received by DOA     | 12-21-17 |          |          |
| CH                        | Controller          |          | 12/13/17 |          |
| Cac                       | Purchasing          | 12/22/17 | 12/22/17 |          |
| WV                        | Corporation Counsel | 12/14/17 | 12/15/17 |          |
| W                         | Risk Management     | 12/14/17 | 12/14/17 |          |
|                           | County Executive    |          |          |          |

| Dane County Dept. Contact Info |  | Vendor Contact Info |  |
|--------------------------------|--|---------------------|--|
| <b>Name</b>                    | Gaylord Plummer                                  | <b>Name</b>         | Michael Coyle                                    |
| <b>Phone #</b>                 | 608-224-3760                                     | <b>Phone #</b>      | 608-516-4955                                     |
| <b>Email</b>                   | plummer@countyofdane.com                         | <b>Email</b>        | coylefarm1@yahoo.com                             |
| <b>Address</b>                 | Room 208, 5201 Fen Oak Drive<br>Madison WI 53718 | <b>Address</b>      | 7989 Mineral Point Road<br>Cross Plains WI 53528 |

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

### Contract Coversheet Signatures

| Department Approval of Contract                 |   |             |
|---|---|-------------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | <b>Signature</b>  | <b>Date</b> |
|   |  | 12/11/17    |
|   | <b>Printed Name</b>   |             |
|   | Laura Hicklin   |             |

### Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

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

**L E A S E**

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

**W I T N E S S E T H**

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

Part of the Southeast Quarter Section 13, T7N R7E, 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 99 acres of the above-described land (said 99 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached Conservation Plan Map;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the Premises to LESSEE for a term of five (5) years, commencing as of the first day of January, 2018 and ending on the 31<sup>st</sup> 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, 2018.

LESSEE shall also submit to LWRD by June 1, 2018 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 assist LESSOR with management of Ice Age Trail facilities (e.g., trail head parking and development of grass trails) and restoration projects, which may include planting cool season grasses, mowing, and clearing brush and other activities as needed. Areas for planting and mowing are identified on the attached map. LESSEE shall use County-approved grass seed mix. LESSEE shall mow the approximate five (5) acres of grassland at least once annually for the duration of the lease. LESSEE may harvest and bale grass cuttings.

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

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

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

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

LESSEE shall not encroach onto adjacent LESSOR or private property.

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

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

shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the Premises, LESSEE agrees to pay as rent the amount of \$168.50 per acre per year, for a total of \$16,681.50 annually. Payments, in equal installments of \$8,340.75 are due and payable on the first day of March and the first day of June commencing March 1, 2018 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

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**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.

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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.

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**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.

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

**LESSOR:**

\_\_\_\_\_  
Joseph T. Parisi, County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, County Clerk

\_\_\_\_\_  
Date

**LESSEE:**

  
\_\_\_\_\_  
Michael Coyle

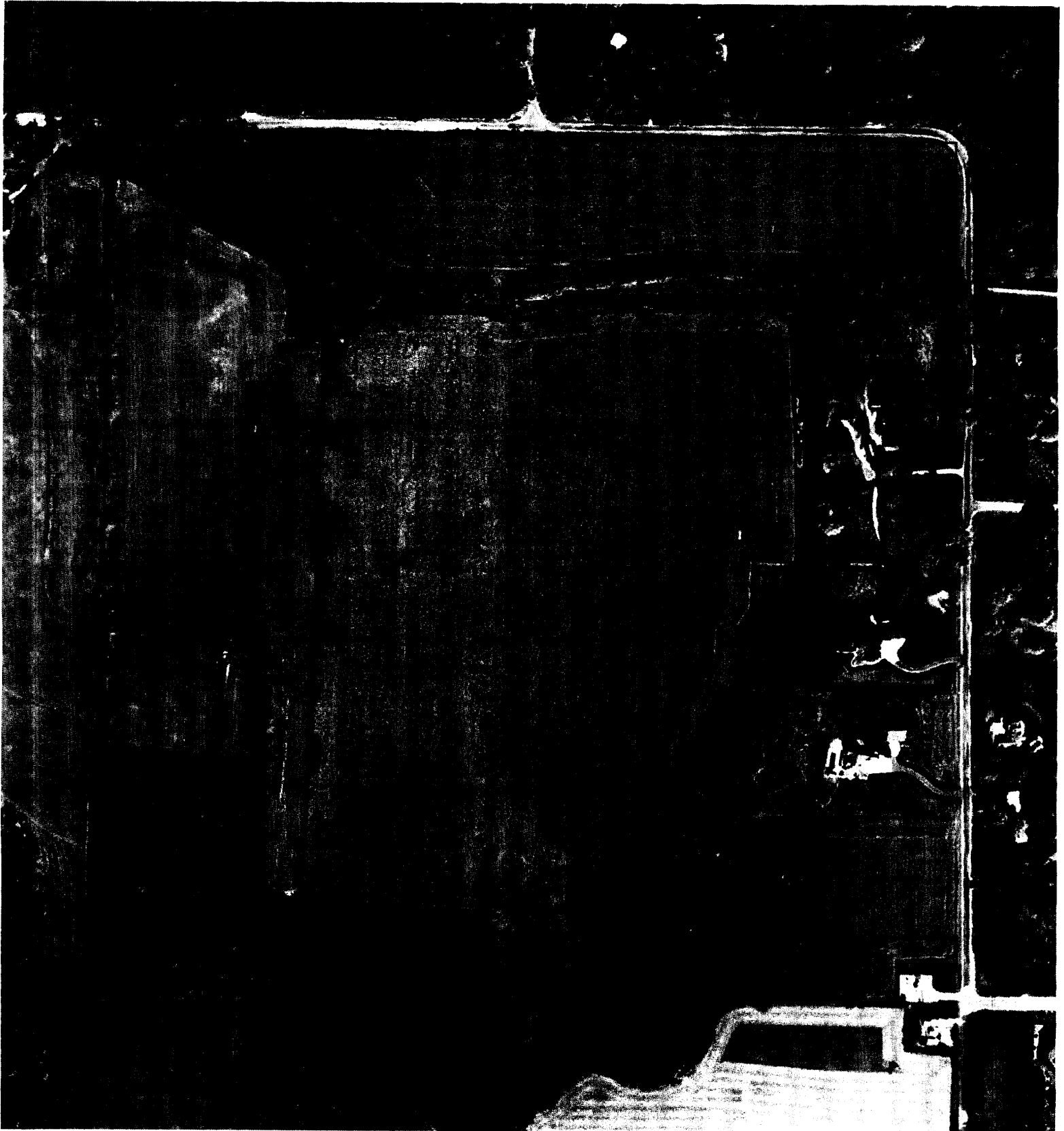
11-21-2017  
Date

# Conservation Plan Map

Owner: Dane County  
Ice Age Trail Reserve  
Operator: Michael Coyle

Township(s): Cross Plains  
Sections(s): 13  
Tract(s): 16860

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



0 400 800 1,200 Feet

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



# Dane County Contract Cover Sheet

*Res 324  
significant*

|   |  |
|---|--|
| <b>Dept./Division</b>                   | Land & Water Resources                                 |
| <b>Vendor Name</b>                      | Double Shot Farms                                      |
| <b>Vendor MUNIS #</b>                   | 28171  |
| <b>Brief Contract Title/Description</b> | Successful bidder to farm land in Anderson County Park |
| <b>Contract Term</b>                    | Four (4) years <i>1-1-18 to 12-31-2021</i>             |
| <b>Total Contract Amount</b>            | \$ 147,356   |

|   |  |
|---|--|
| <b>Contract #</b><br><small>Admin will assign</small> | 13271  |
| <b>Addendum</b>                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Type of Contract</b>                               |  |
| <input type="checkbox"/>                              | POS  |
| <input type="checkbox"/>                              | Grant  |
| <input type="checkbox"/>                              | County Lessee  |
| <input checked="" type="checkbox"/>                   | County Lessor  |
| <input type="checkbox"/>                              | Intergovernmental  |
| <input type="checkbox"/>                              | Purchase of Property                                     |
| <input type="checkbox"/>                              | Property Sale  |
| <input type="checkbox"/>                              | Other  |

|                             |  |           |
|-----------------------------|--|-----------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)                                 |           |
|                             | <input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)             |           |
|                             | <input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)               | RFB/RFP # |
|                             | <input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)                         |           |
|                             | <input type="checkbox"/> Bid Waiver – 35,000 or above (N/A to Public Works)                                |           |
|                             | <input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other |           |

|                   |          |         |          |       |        |           |
|-------------------|----------|---------|----------|-------|--------|-----------|
| <b>MUNIS Req.</b> | Org Code | LWRPKOP | Obj Code | 84911 | Amount | \$ 36,839 |
| <b>Req #</b>      | Org Code |         | Obj Code |       | Amount | \$        |
| <b>Year</b>       | Org Code |         | Obj Code |       | Amount | \$        |

|                   |  |  |  |  |  |              |      |
|-------------------|--|--|--|--|--|--------------|------|
| <b>Resolution</b> | <b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b> |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.  |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.   |  |  |  |  | <b>Res #</b> | 324  |
|                   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.   |  |  |  |  | <b>Year</b>  | 2017 |


|                         |   |
|-------------------------|---|
| <b>Domestic Partner</b> | Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-------------------------|---|

| Contract Review/Approvals |                     |          |          |          |
|---------------------------|---------------------|----------|----------|----------|
| Initials                  | Dept.               | Date In  | Date Out | Comments |
| <i>MB</i>                 | Received by DOA     | 12-12-17 |          |          |
| <i>AW</i>                 | Controller          |          | 12/13/17 |          |
| <i>CC</i>                 | Purchasing          | 12/15/17 | 12/15/17 |          |
| <i>MM</i>                 | Corporation Counsel | 12/14/17 | 12/15/17 |          |
| <i>JK</i>                 | Risk Management     | 12/14/17 | 12/14/17 |          |
|                           | County Executive    |          |          |          |

| Dane County Dept. Contact Info |  | Vendor Contact Info |                                       |
|--------------------------------|--|---------------------|---------------------------------------|
| <b>Name</b>                    | Gaylord Plummer                                  | <b>Name</b>         | Aaron Shottliff                       |
| <b>Phone #</b>                 | 608-224-3760                                     | <b>Phone #</b>      | 608-438-9738                          |
| <b>Email</b>                   | plummer@countyofdane.com                         | <b>Email</b>        | ashottliff@hotmail.com                |
| <b>Address</b>                 | Room 208, 5201 Fen Oak Drive<br>Madison WI 53718 | <b>Address</b>      | 5056 County Road A<br>Oregon WI 53575 |

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

## Contract Coversheet Signatures

| Department Approval of Contract                 |   |             |
|---|---|-------------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | <b>Signature</b>  | <b>Date</b> |
|   |  | 10/12/17    |
|   | <b>Printed Name</b>   |             |
|   | Laura Hicklin   |             |

## Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.12(3)

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

**L E A S E**

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

**W I T N E S S E T H**

WHEREAS LESSOR is the owner of certain real property part of Anderson Farm County Park described as follows:

Part of the SW ¼ of Section 13, part of the SE ¼ of Section 14 and part of the NW ¼ of Section 24, Town of Oregon, Dane County, Wisconsin totaling approximately 303 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 192 acres of land within the above-described property (said 192 acres hereinafter referred to as "the Premises") and which are more particularly shown on the attached Conservation Plan Map;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the Premises to LESSEE for a term of four (4) years, commencing as of the first day of January, 2018 and ending on the 31<sup>st</sup> day of December, 2021 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, 2018.

LESSEE shall also submit to LWRD by June 1, 2018 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 12 – 16 foot wide grass buffers around the outer boundaries of the fields for the duration of the lease. The grass buffers are intended to function as trails, thus should be mowed 1 – 2 times a month during the growing season. LESSEE shall also mow the grass overflow parking area as needed for park events. See attached mowing map.

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.

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

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

LESSEE shall not encroach onto adjacent LESSOR or private property.

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

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

including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the Premises, LESSEE agrees to pay as rent the amount of \$187.00 per acre per year, for a total of \$35,904.00 annually. Payments, in equal installments of \$17,952.00 are due and payable on the first day of March and the first day of June commencing March 1, 2018 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 Aaron Shottliff, 5056 County Road A, Oregon, WI 53575.

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

**Section 11. CONDITION OF PREMISES.** LESSEE has inspected the Premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the Premises in its present condition and to deliver the same in as good a condition at the termination of this Lease. In its use of the Premises, LESSEE shall follow the Soil Conservation Plan for the Premises and to follow those practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, grass waterways and terraces and shall refrain from any operation that will injure them.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LESSOR:**

\_\_\_\_\_  
Joseph T. Parisi, County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, County Clerk

\_\_\_\_\_  
Date

**LESSEE:**

  
\_\_\_\_\_  
Aaron Shotliff, Owner  
Double Shot Farms

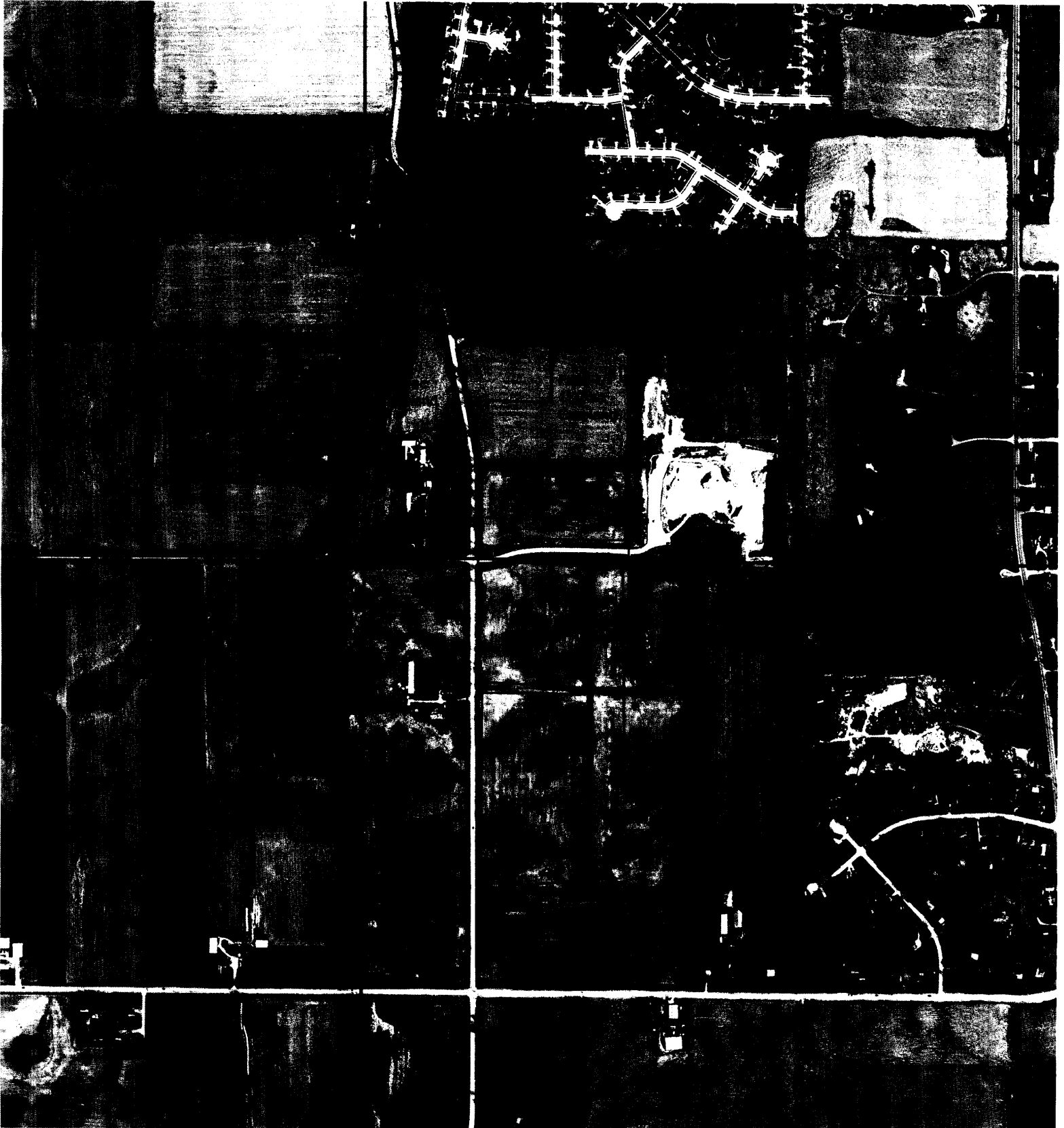
\_\_\_\_\_  
12-4-17  
Date

# Conservation Plan Map

Owner: Dane County  
Anderson Farm  
Operator:

Township(s): Oregon  
Sections(s): 13, 14, 24  
Tract(s):

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 7-26-17



0 800 1,600 2,400 Feet

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



## Dane County Contract Cover Sheet

|   |  |
|---|--|
| <b>Dept./Division</b>                   | Land & Water Resources                             |
| <b>Vendor Name</b>                      | Christiana Farms LLC                               |
| <b>Vendor MUNIS #</b>                   | 13824  |
| <b>Brief Contract Title/Description</b> | Successful bidder to farm at Cam-Rock County Park. |
| <b>Contract Term</b>                    | Four (4) years 1-1-18 to 12-31-2021                |
| <b>Total Contract Amount</b>            | \$ 8,352   |

|   |  |
|---|--|
| <b>Contract #</b><br><small>Admin will assign</small> | 13272  |
| <b>Addendum</b>                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Type of Contract</b>                               |  |
| <input type="checkbox"/>                              | POS  |
| <input type="checkbox"/>                              | Grant  |
| <input type="checkbox"/>                              | County Lessee  |
| <input checked="" type="checkbox"/>                   | County Lessor  |
| <input type="checkbox"/>                              | Intergovernmental  |
| <input type="checkbox"/>                              | Purchase of Property                                     |
| <input type="checkbox"/>                              | Property Sale  |
| <input type="checkbox"/>                              | Other  |

|                             |  |           |
|-----------------------------|--|-----------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)                                 |           |
|                             | <input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)             |           |
|                             | <input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)               | RFB/RFP # |
|                             | <input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)                         |           |
|                             | <input type="checkbox"/> Bid Waiver – 35,000 or above (N/A to Public Works)                                |           |
|                             | <input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other |           |

|                   |          |          |          |       |        |          |
|-------------------|----------|----------|----------|-------|--------|----------|
| <b>MUNIS Req.</b> | Org Code | LWRADMIN | Obj Code | 84909 | Amount | \$ 2,088 |
| <b>Req #</b>      | Org Code |          | Obj Code |       | Amount | \$       |
| <b>Year</b>       | Org Code |          | Obj Code |       | Amount | \$       |

|                   |  |  |  |  |  |              |      |
|-------------------|--|--|--|--|--|--------------|------|
| <b>Resolution</b> | <b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b> |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.  |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.   |  |  |  |  | <b>Res #</b> | 324  |
|                   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.   |  |  |  |  | <b>Year</b>  | 2017 |

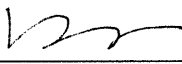
|                         |   |
|-------------------------|---|
| <b>Domestic Partner</b> | Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-------------------------|---|

| Contract Review/Approvals |                     |          |          |          |
|---------------------------|---------------------|----------|----------|----------|
| Initials                  | Dept.               | Date In  | Date Out | Comments |
| MB                        | Received by DOA     | 12-12-17 |          |          |
| CA                        | Controller          |          | 12/13/17 |          |
| CAC                       | Purchasing          | 12/20/17 | 12/20/17 |          |
| WON                       | Corporation Counsel | 12/14/17 | 12/15/17 |          |
| DL                        | Risk Management     | 12/14/17 | 12/14/17 |          |
|                           | County Executive    |          |          |          |

| Dane County Dept. Contact Info |  | Vendor Contact Info |  |
|--------------------------------|--|---------------------|--|
| <b>Name</b>                    | Gaylord Plummer                                  | <b>Name</b>         | Dennis Lund                                  |
| <b>Phone #</b>                 | 608-224-3760                                     | <b>Phone #</b>      | 608-423-9381                                 |
| <b>Email</b>                   | plummer@countyofdane.com                         | <b>Email</b>        | christianafarms@frontier.com                 |
| <b>Address</b>                 | Room 208, 5201 Fen Oak Drive<br>Madison WI 53718 | <b>Address</b>      | 920 Prairie Queen Road<br>Cambridge WI 53523 |

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

## Contract Coversheet Signatures

| Department Approval of Contract                 |   |             |
|---|---|-------------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | <b>Signature</b>  | <b>Date</b> |
|   |  | 12/12/17    |
|   | <b>Printed Name</b>   |             |
|   | Laura Haddadin  |             |

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

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

**LEASE**

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

**WITNESSETH**

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

Part of the SW 1/4 of Section 13, T6N R12E, Town of Christiana, Dane County, Wisconsin totaling approximately 50 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 8.7 acres of land within the above-described property (said 8.7 acres hereinafter referred to as "the Premises") and which are more particularly shown on the attached Conservation Plan Map;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the Premises to LESSEE for a term of four (4) years, commencing as of the first day of January, 2018 and ending on the 31<sup>st</sup> day of December, 2021 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, 2018.

LESSEE shall also submit to LWRD by June 1, 2018 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 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.

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

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

LESSEE shall not encroach onto adjacent LESSOR or private property.

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

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

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the Premises, LESSEE agrees to pay as rent the amount of \$240 per acre per year, for a total of \$2,088.00 annually. Payments, in equal installments of \$1,044.00 are due and payable on the first day of March and the first day of June commencing March 1, 2018 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.

Acres 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 Dennis Lund, 920 Prairie Queen Road, Cambridge WI 53523.

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

**Section 11. CONDITION OF PREMISES.** LESSEE has inspected the Premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the Premises in its present condition and to deliver the same in as good a condition at the termination of this Lease. In its use of the Premises, LESSEE shall follow the Soil Conservation Plan for the Premises and to follow those practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, grass waterways and terraces and shall refrain from any operation that will injure them.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LESSOR:**


\_\_\_\_\_  
Joseph T. Parisi, County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, County Clerk

\_\_\_\_\_  
Date

**LESSEE:**

  
\_\_\_\_\_  
Dennis Lund  
Christiana Farms

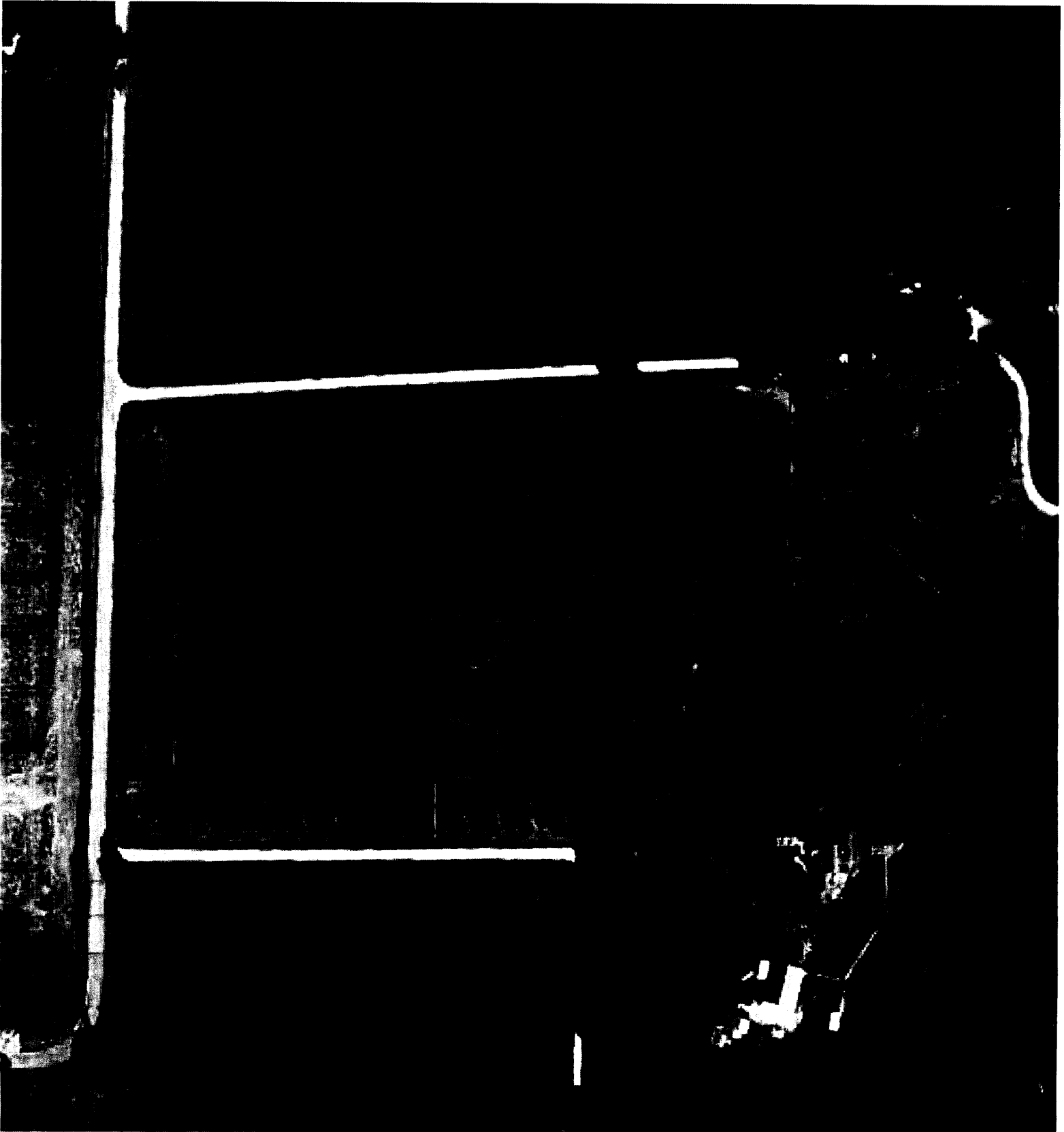
12/1/2017  
Date

# Conservation Plan Map

Owner: Dane County  
Cam-Rock Park  
Operator:

Township(s): Christiana  
Sections(s): 13  
Tract(s): 12004

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 7-1717



200 100 0 200 Feet

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

Res 324

## Dane County Contract Cover Sheet

|   |  |
|---|--|
| <b>Dept./Division</b>                   | Land & Water Resources   |
| <b>Vendor Name</b>                      | Travis Richards  |
| <b>Vendor MUNIS #</b>                   | 21911  |
| <b>Brief Contract Title/Description</b> | Successful bidder to farm part of Ice Ace Trail land in Town of Berry. |
| <b>Contract Term</b>                    | Four (4) years 1-1-18 to 12-31-2021                                    |
| <b>Total Contract Amount</b>            | \$ 6,020   |

|   |  |
|---|--|
| <b>Contract #</b><br><small>Admin will assign</small> | 13273  |
| <b>Addendum</b>                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Type of Contract</b>                               |  |
| <input type="checkbox"/>                              | POS  |
| <input type="checkbox"/>                              | Grant  |
| <input type="checkbox"/>                              | County Lessee  |
| <input checked="" type="checkbox"/>                   | County Lessor  |
| <input type="checkbox"/>                              | Intergovernmental  |
| <input type="checkbox"/>                              | Purchase of Property                                     |
| <input type="checkbox"/>                              | Property Sale  |
| <input type="checkbox"/>                              | Other  |

|                             |  |           |
|-----------------------------|--|-----------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)                                 |           |
|                             | <input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)             |           |
|                             | <input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)               | RFB/RFP # |
|                             | <input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)                         |           |
|                             | <input type="checkbox"/> Bid Waiver – 35,000 or above (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 | \$ 1,505 |
|------------|----------|---------|----------|-------|--------|----------|
| Req #      | Org Code |         | Obj Code |       | Amount | \$       |
| Year       | Org Code |         | Obj Code |       | Amount | \$       |

|                   |  |  |  |  |              |      |
|-------------------|--|--|--|--|--------------|------|
| <b>Resolution</b> | <b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b> |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.   |  |  |  | <b>Res #</b> | 324  |
|                   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.   |  |  |  | <b>Year</b>  | 2017 |

|                         |   |
|-------------------------|---|
| <b>Domestic Partner</b> | Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-------------------------|---|


| Contract Review/Approvals |                     |          |          |          |
|---------------------------|---------------------|----------|----------|----------|
| Initials                  | Dept.               | Date In  | Date Out | Comments |
| MR                        | Received by DOA     | 12-12-17 |          |          |
| DR                        | Controller          |          | 12/14/17 |          |
| CR                        | Purchasing          | 12/22/17 | 12/22/17 |          |
| MR                        | Corporation Counsel | 12/19/17 | 12/15/17 |          |
| DR                        | Risk Management     | 12/14/17 | 12/14/17 |          |
|                           | County Executive    |          |          |          |

| Dane County Dept. Contact Info |  | Vendor Contact Info |  |
|--------------------------------|--|---------------------|--|
| <b>Name</b>                    | Gaylord Plummer                                  | <b>Name</b>         | Travis Richards                            |
| <b>Phone #</b>                 | 608-224-3760                                     | <b>Phone #</b>      | 608-220-9852                               |
| <b>Email</b>                   | plummer@countyofdane.com                         | <b>Email</b>        | richardsthc@hotmail.com                    |
| <b>Address</b>                 | Room 208, 5201 Fen Oak Drive<br>Madison WI 53718 | <b>Address</b>      | 5930 Schuman Road<br>Cross Plains WI 53528 |



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

## Contract Coversheet Signatures

| Department Approval of Contract                 |   |             |
|---|---|-------------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | <b>Signature</b>  | <b>Date</b> |
|   |  | 12/12/17    |
|   | <b>Printed Name</b>   |             |
|   | Loren Hadden  |             |

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

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

**LEASE**

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

**WITNESSETH**

WHEREAS LESSOR is the owner of certain real property part of the Ice Age National Scenic Trail Corridor described as follows:

Part of the South 1/2 of the NW 1/4, Section 22, T8N R7E, Town of Berry, Dane County, Wisconsin totaling approximately 54 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 7 acres of land within the above-described property (said 7 acres hereinafter referred to as "the Premises") and which are more particularly shown on the attached Conservation Plan Map;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the Premises to LESSEE for a term of four (4) years, commencing as of the first day of March, 2018 and ending on the 31<sup>st</sup> day of June, 2021 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, 2018.

LESSEE shall also submit to LWRD by June 1, 2018 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 grass buffers that are established as part of the Ice Age Trail developments that are planned for 2018. Such developments include trail and parking lot construction. See attached map.

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.

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

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

LESSEE shall not encroach onto adjacent LESSOR or private property.

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

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

shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the Premises, LESSEE agrees to pay as rent the amount of \$215.00 per acre per year, for a total of \$1,505.00 annually. Payments, in equal installments of \$752.50 are due and payable on the first day of March and the first day of June commencing March 1, 2018 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 Travis Richards, ~~5928~~ 5930 *JR* Schuman Road, Cross Plains WI 53528.

**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.

**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.

**LESSOR:**

\_\_\_\_\_  
Joseph T. Parisi, County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, County Clerk

\_\_\_\_\_  
Date

**LESSEE:**



\_\_\_\_\_  
Travis Richards



\_\_\_\_\_  
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.

Initials: JRK Date: 12/4/17

# Conservation Plan Map

Owner: Dane County  
Ice Age Trail  
Operator:

Township(s): Berry  
Sections(s): 22  
Tract(s): 12580

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 7-26-17



0 100 200 300 400  
Feet

*Dane County Land & Water Resources Department  
USDA Natural Resources Conservation Service  
Digital orthophoto taken April 2005.*



# Dane County Contract Cover Sheet

|   |   |
|---|---|
| <b>Dept./Division</b>                   | Land & Water Resources                                    |
| <b>Vendor Name</b>                      | DMK Farms LLC   |
| <b>Vendor MUNIS #</b>                   | 25248   |
| <b>Brief Contract Title/Description</b> | Successful bidder to farm land at Schumacher County Park. |
| <b>Contract Term</b>                    | Four (4) years 1-1-18 to 12-31-2021                       |
| <b>Total Contract Amount</b>            | \$ 62,400   |

|   |  |
|---|--|
| <b>Contract #</b><br><small>Admin will assign</small> | 13274  |
| <b>Addendum</b>                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Type of Contract</b>                               |  |
| <input type="checkbox"/>                              | POS  |
| <input type="checkbox"/>                              | Grant  |
| <input type="checkbox"/>                              | County Lessee  |
| <input checked="" type="checkbox"/>                   | County Lessor  |
| <input type="checkbox"/>                              | Intergovernmental  |
| <input type="checkbox"/>                              | Purchase of Property                                     |
| <input type="checkbox"/>                              | Property Sale  |
| <input type="checkbox"/>                              | Other  |

|  |  |                  |
|--|--|------------------|
| <b>Purchasing Authority</b>  | <input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)                     |                  |
|  | <input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required) |                  |
|  | <input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)   | RFB/RFP # 117087 |
|  | <input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)             |                  |
|  | <input type="checkbox"/> Bid Waiver – 35,000 or above (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 | \$ 15,600 |
|------------|----------|---------|----------|-------|--------|-----------|
| Req #      | Org Code |         | Obj Code |       | Amount | \$        |
| Year       | Org Code |         | Obj Code |       | Amount | \$        |

|  |  |  |  |             |              |     |
|--|--|--|--|-------------|--------------|-----|
| <b>Resolution</b>  | <b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b> |  |  |             |              |     |
|  | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.  |  |  |             |              |     |
|  | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.   |  |  |             | <b>Res #</b> | 324 |
| <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet. |  |  |  | <b>Year</b> | 2017         |     |

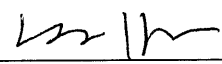
|                         |   |
|-------------------------|---|
| <b>Domestic Partner</b> | Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-------------------------|---|

| Contract Review/Approvals |                     |          |          |          |
|---------------------------|---------------------|----------|----------|----------|
| Initials                  | Dept.               | Date In  | Date Out | Comments |
|                           | Received by DOA     |          |          |          |
| <i>W</i>                  | Controller          |          | 12/14/17 |          |
| <i>Cac</i>                | Purchasing          | 12/22/17 | 12/22/17 |          |
|                           | Corporation Counsel | 12/14/17 | 12/15/17 |          |
| <i>sl</i>                 | Risk Management     | 12/14/17 | 12/14/17 |          |
|                           | County Executive    |          |          |          |

| Dane County Dept. Contact Info |  | Vendor Contact Info |  |
|--------------------------------|--|---------------------|--|
| <b>Name</b>                    | Gaylord Plummer                                  | <b>Name</b>         | Don Kaltenberg                         |
| <b>Phone #</b>                 | 608-224-3760                                     | <b>Phone #</b>      | 608-316-5605                           |
| <b>Email</b>                   | plummer@countyofdane.com                         | <b>Email</b>        | dm.snow@live.com                       |
| <b>Address</b>                 | Room 208, 5201 Fen Oak Drive<br>Madison WI 53718 | <b>Address</b>      | 5467 Easy Street<br>Wauunakee WI 53597 |

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

### Contract Coversheet Signatures

| Department Approval of Contract                 |   |             |
|---|---|-------------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | <b>Signature</b>  | <b>Date</b> |
|   |  | 12/12/17    |
|   | <b>Printed Name</b>   |             |
|   | Laura Hicklin   |             |

### Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.12(3)

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

**LEASE**

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

**WITNESSETH**

WHEREAS LESSOR is the owner of certain real property part of Schumacher County Park partially described as follows:

Part of the W 1/2 of the SE 1/4 of Section 4, T8N R9E, Town of Westport, Dane County, Wisconsin totaling approximately 80 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 60 acres of land within the above-described property (said 60 acres hereinafter referred to as "the Premises") and which are more particularly shown on the attached Conservation Plan Map;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the Premises to LESSEE for a term of four (4) years, commencing as of the first day of January, 2018 and ending on the 31<sup>st</sup> day of December, 2021 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, 2018.

LESSEE shall also submit to LWRD by June 1, 2018 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 plant, mow and maintain grass buffers at least 12 feet wide around the outer boundaries of the fields for the duration of the lease. Cropping acres have been reduced to reflect the buffer area required.

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.

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

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

LESSEE shall not encroach onto adjacent LESSOR or private property.

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

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

shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the Premises, LESSEE agrees to pay as rent the amount of \$260.00 per acre per year, for a total of \$15,600.00 annually. Payments, in equal installments of \$7,800.00 are due and payable on the first day of March and the first day of June commencing March 1, 2018 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 Don Kaltenberg, 5467 Easy Street, Waunakee WI 53597.

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

**Section 11. CONDITION OF PREMISES.** LESSEE has inspected the Premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the Premises in its present condition and to deliver the same in as good a condition at the termination of this Lease. In its use of the Premises, LESSEE shall follow the Soil Conservation Plan for the Premises and to follow those practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, grass waterways and terraces and shall refrain from any operation that will injure them.

**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.

**LESSOR:**

\_\_\_\_\_  
Joseph T. Parisi, County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, County Clerk

\_\_\_\_\_  
Date

**LESSEE:**

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

\_\_\_\_\_  
Date

11-17-17


## ADDENDUM A

### OPERATIONS AND MAINTENANCE PLAN

#### GRASSED WATERWAY, DIVERSION, WATER and SEDIMENT CONTROL BASIN

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

- 1) Do not use these conservation practices as a field access road.
- 2) Mow grasses to approximately 8 inches.
- 3) 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.  
(Sod strips can be taken from nearby hay or pasture areas).
- 4) Protect all practices from grass herbicide application or run-off.
- 5) Refrain from tilling the top edge of the practices adjacent to the crop field.
- 6) Inspect the basin's perforated riser pipe and orifice after storms. Remove all debris.
- 7) Inspect the basin for burrowing rodents and notify the County if present.

Initial:  Date: 11-15

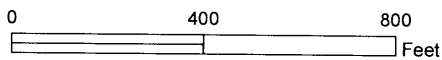
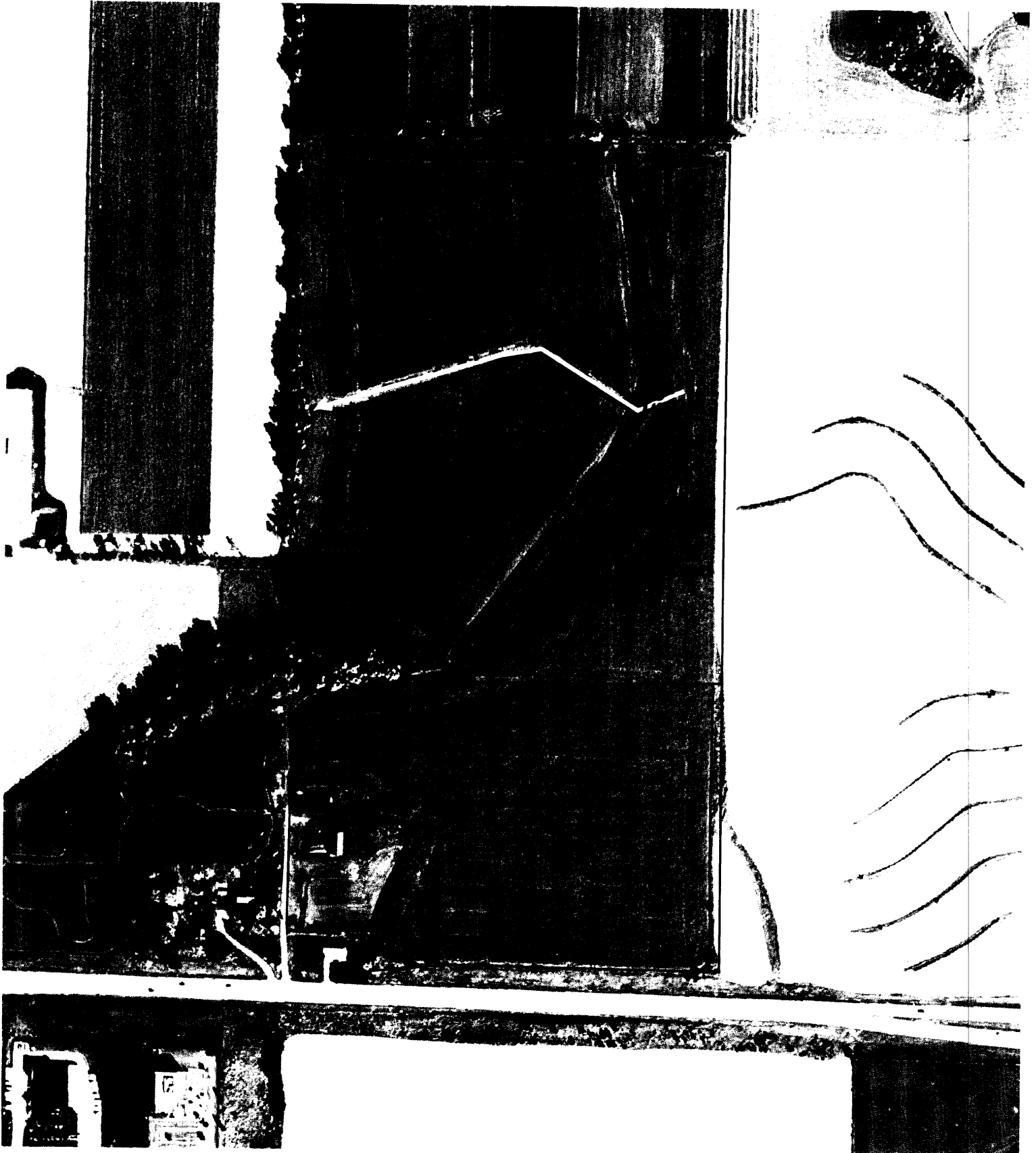


# Conservation Map Plan

Owner: Dane County  
Schumacher Farm  
Operator:

Township(s): Westport  
Sections(s): 4  
Tract(s): 1289

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 7-14-17



# Dane County Contract Cover Sheet

*Res 324  
significant*

|   |   |
|---|---|
| <b>Dept./Division</b>                   | Land & Water Resources  |
| <b>Vendor Name</b>                      | Wagner Dairy Operations LLC                                   |
| <b>Vendor MUNIS #</b>                   | 7968  |
| <b>Brief Contract Title/Description</b> | Successful bidder to farm land at Walking Iron Wildlife Area. |
| <b>Contract Term</b>                    | Four (4) years <i>1-1-18 to 12-31-2021</i>                    |
| <b>Total Contract Amount</b>            | \$ 315,868  |

|   |  |
|---|--|
| <b>Contract #</b><br><small>Admin will assign</small> | 13275  |
| <b>Addendum</b>                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Type of Contract</b>                               |  |
| <input type="checkbox"/>                              | POS  |
| <input type="checkbox"/>                              | Grant  |
| <input type="checkbox"/>                              | County Lessee  |
| <input checked="" type="checkbox"/>                   | County Lessor  |
| <input type="checkbox"/>                              | Intergovernmental  |
| <input type="checkbox"/>                              | Purchase of Property                                     |
| <input type="checkbox"/>                              | Property Sale  |
| <input type="checkbox"/>                              | Other  |

|                             |  |           |
|-----------------------------|--|-----------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)                                 |           |
|                             | <input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)             |           |
|                             | <input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)               | RFB/RFP # |
|                             | <input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)                         |           |
|                             | <input type="checkbox"/> Bid Waiver – 35,000 or above (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 | \$ 78,967 |
|------------|----------|----------|----------|-------|--------|-----------|
| Req #      | Org Code |          | Obj Code |       | Amount | \$        |
| Year       | Org Code |          | Obj Code |       | Amount | \$        |

|                   |  |  |  |  |  |              |      |
|-------------------|--|--|--|--|--|--------------|------|
| <b>Resolution</b> | <b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b> |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.  |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.   |  |  |  |  | <b>Res #</b> | 324  |
|                   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.   |  |  |  |  | <b>Year</b>  | 2017 |


|                         |   |
|-------------------------|---|
| <b>Domestic Partner</b> | Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-------------------------|---|

| Contract Review/Approvals |                     |          |          |          |
|---------------------------|---------------------|----------|----------|----------|
| Initials                  | Dept.               | Date In  | Date Out | Comments |
| <i>MG</i>                 | Received by DOA     | 12-12-17 |          |          |
| <i>CR</i>                 | Controller          |          | 12/14/17 |          |
| <i>CC</i>                 | Purchasing          | 12/22/17 | 12/22/17 |          |
| <i>MM</i>                 | Corporation Counsel | 12/14/17 | 12/15/17 |          |
| <i>RA</i>                 | Risk Management     | 12/14/17 | 12/14/17 |          |
|                           | County Executive    |          |          |          |

| Dane County Dept. Contact Info |  | Vendor Contact Info |   |
|--------------------------------|--|---------------------|---|
| <b>Name</b>                    | Gaylord Plummer                                  | <b>Name</b>         | Thomas Wagner                             |
| <b>Phone #</b>                 | 608-224-3760                                     | <b>Phone #</b>      | 608-219-0666                              |
| <b>Email</b>                   | plummer@countyofdane.com                         | <b>Email</b>        | wagnerdairy@tds.net                       |
| <b>Address</b>                 | Room 208, 5201 Fen Oak Drive<br>Madison WI 53718 | <b>Address</b>      | 7262 Schneider Road<br>Middleton WI 53562 |

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

## Contract Coversheet Signatures

| Department Approval of Contract                 |   |             |
|---|---|-------------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | <b>Signature</b>  | <b>Date</b> |
|   |  | 10/12/17    |
|   | <b>Printed Name</b>   |             |
|   | Lama Hicklin  |             |

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

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

## LEASE

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

### WITNESSETH

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

Parts of the Sections 4, 5 and 6, T9N R6E, Town of Mazomanie, Dane County, Wisconsin totaling approximately 1,100 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 389 acres of land within the above-described property (said 389 acres hereinafter referred to as "the Premises") and which are more particularly shown on the attached Conservation Plan Map;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the Premises to LESSEE for a term of four (4) years, commencing as of the first day of January, 2018 and ending on the 31<sup>st</sup> day of December, 2021 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, 2018.

LESSEE shall also submit to LWRD by June 1, 2018 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 20-foot wide grass buffers around the outer boundaries of Field 3 once or twice a month during the growing season for the duration of the lease. Grass buffers at least 30 feet wide shall be planted and maintained along all ditches and waterways for the duration of the lease. All grass buffers shall be mowed at least once annually. 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.

**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 \$203.00 per acre per year, for a total of \$78,967.00 annually. Payments, in equal installments of \$39,483.50 are due and payable on the first day of March and the first day of June commencing March 1, 2018 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 Thomas Wagner, 72662 Schneider Road, Middleton WI 53562.

**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.

**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. LESSEE to provide Certificate of Insurance to Dane County Land & Water Resources Department.

**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.





## 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.

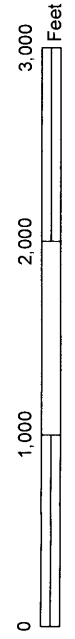
Initial: KW Date: 12/6/17

# Conservation Plan Map

Owner: Dane County  
Walking Iron 7A  
Operator:

Township(s): Mazomanie  
Sections(s): 4,5,6  
Tract(s): 16260

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 7-17-17



## Dane County Contract Cover Sheet

|   |   |
|---|---|
| <b>Dept./Division</b>                   | Land & Water Resources  |
| <b>Vendor Name</b>                      | Triple J Dairy Farm LLC   |
| <b>Vendor MUNIS #</b>                   | 28175   |
| <b>Brief Contract Title/Description</b> | Successful bidder to farm land in Springfield Hill Natural Resource Area. |
| <b>Contract Term</b>                    | Four (4) years 1-1-18 to 12-31-2021                                       |
| <b>Total Contract Amount</b>            | \$ 48,596   |

|   |   |
|---|---|
| <b>Contract #</b><br><small>Admin will assign</small> | 13276   |
| <b>Addendum</b>                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>Type of Contract</b>                               |   |
| <input type="checkbox"/>                              | POS   |
| <input type="checkbox"/>                              | Grant   |
| <input type="checkbox"/>                              | County Lessee   |
| <input checked="" type="checkbox"/>                   | County Lessor   |
| <input type="checkbox"/>                              | Intergovernmental   |
| <input type="checkbox"/>                              | Purchase of Property  |
| <input type="checkbox"/>                              | Property Sale   |
| <input type="checkbox"/>                              | Other   |

|                             |  |                  |
|-----------------------------|--|------------------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)                                 |                  |
|                             | <input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)             |                  |
|                             | <input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)               | RFB/RFP # 117087 |
|                             | <input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)                         |                  |
|                             | <input type="checkbox"/> Bid Waiver – 35,000 or above (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 | \$ 12,149 |
|------------|----------|---------|----------|-------|--------|-----------|
| Req #      | Org Code |         | Obj Code |       | Amount | \$        |
| Year       | Org Code |         | Obj Code |       | Amount | \$        |

|                   |  |  |  |  |              |      |
|-------------------|--|--|--|--|--------------|------|
| <b>Resolution</b> | <b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b> |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.   |  |  |  | <b>Res #</b> | 324  |
|                   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.   |  |  |  | <b>Year</b>  | 2017 |

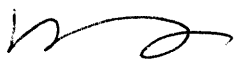
|                         |   |
|-------------------------|---|
| <b>Domestic Partner</b> | Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-------------------------|---|

| Contract Review/Approvals |                     |          |          |          |
|---------------------------|---------------------|----------|----------|----------|
| Initials                  | Dept.               | Date In  | Date Out | Comments |
| MG                        | Received by DOA     | 12-12-17 |          |          |
| ca                        | Controller          |          | 12/14/17 |          |
| pac                       | Purchasing          | 12/22/17 | 12/22/17 |          |
| W                         | Corporation Counsel | 12/14/17 | 12/15/17 |          |
| rl                        | Risk Management     | 12/14/17 | 12/14/17 |          |
|                           | County Executive    |          |          |          |

| Dane County Dept. Contact Info |  | Vendor Contact Info |   |
|--------------------------------|--|---------------------|---|
| <b>Name</b>                    | Gaylord Plummer                                  | <b>Name</b>         | Josh Ballweg                            |
| <b>Phone #</b>                 | 608-224-3760                                     | <b>Phone #</b>      | 608-630-2887                            |
| <b>Email</b>                   | plummer@countyofdane.com                         | <b>Email</b>        | jballweg1991@gmail.com                  |
| <b>Address</b>                 | Room 208, 5201 Fen Oak Drive<br>Madison WI 53718 | <b>Address</b>      | 8822 Hornung Road<br>Sauk City WI 53583 |

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

## Contract Coversheet Signatures

| Department Approval of Contract                 |   |             |
|---|---|-------------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | <b>Signature</b>  | <b>Date</b> |
|   |  | 10/20/17    |
|   | <b>Printed Name</b>   |             |
|   | Loren Hicklin   |             |

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

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

**LEASE**

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

**WITNESSETH**

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

Part of the S 1/2 of the SW 1/4 of Section 25, part of the SE 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4 of Section 26, and part of the N 1/2 of the NW 1/4 of Section 36, T9N R7E, Town of Roxbury, Dane County, Wisconsin totaling approximately 198 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 39 acres of land within the above-described property (said 39 acres hereinafter referred to as "the Premises") and which are more particularly shown on the attached Conservation Plan Map;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the Premises to LESSEE for a term of four (4) years, commencing as of the first day of January, 2018 and ending on the 31<sup>st</sup> day of December, 2021 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, 2018.

LESSEE shall also submit to LWRD by June 1, 2018 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.

**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 \$311.50 per acre per year, for a total of \$12,148.50 annually. Payments, in equal installments of \$6,074.25 are due and payable on the first day of March and the first day of June commencing March 1, 2018 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 Josh Ballweg, Triple J Dairy Farm LLC, 8822 Hornung road, Sauk City WI 53583.

**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.

**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.

**LESSOR:**

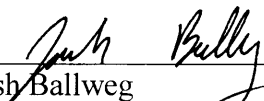
\_\_\_\_\_  
Joseph T. Parisi, County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, County Clerk

\_\_\_\_\_  
Date

**LESSEE:**

  
\_\_\_\_\_  
Josh Ballweg  
Triple J Dairy Farm LLC

\_\_\_\_\_  
12-6-17  
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: AB Date: 11-20-17

# Conservation Plan Map

Owner: Dane County  
Ice Age Trail

Operator: Triple J Dairy Farm LLC

Township(s): Roxbury

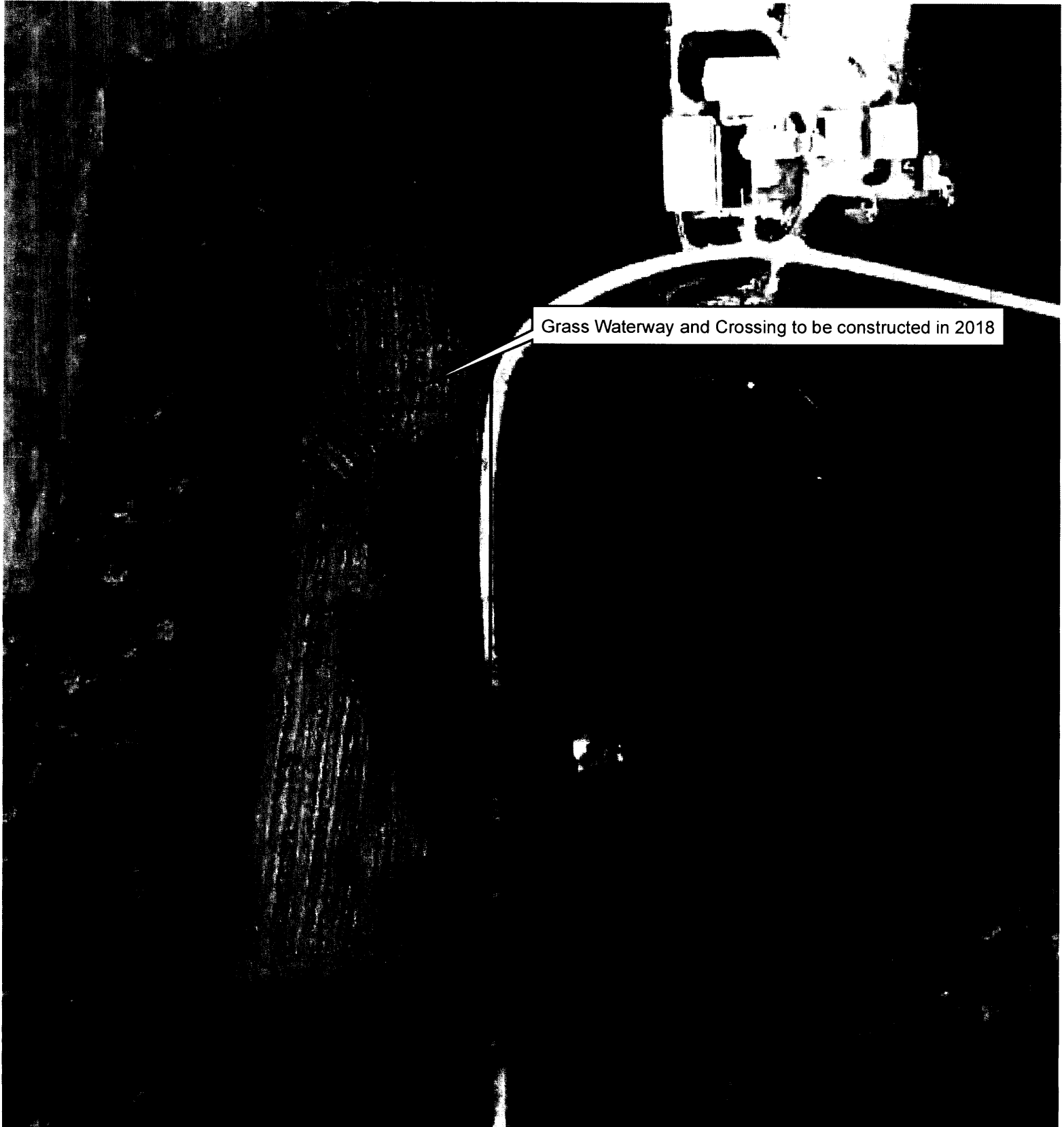
Sections(s): 26

Tract(s): 9225

Completed by: Lambert

Phone: (608) 224-3730

Date: 11-2-17



Grass Waterway and Crossing to be constructed in 2018

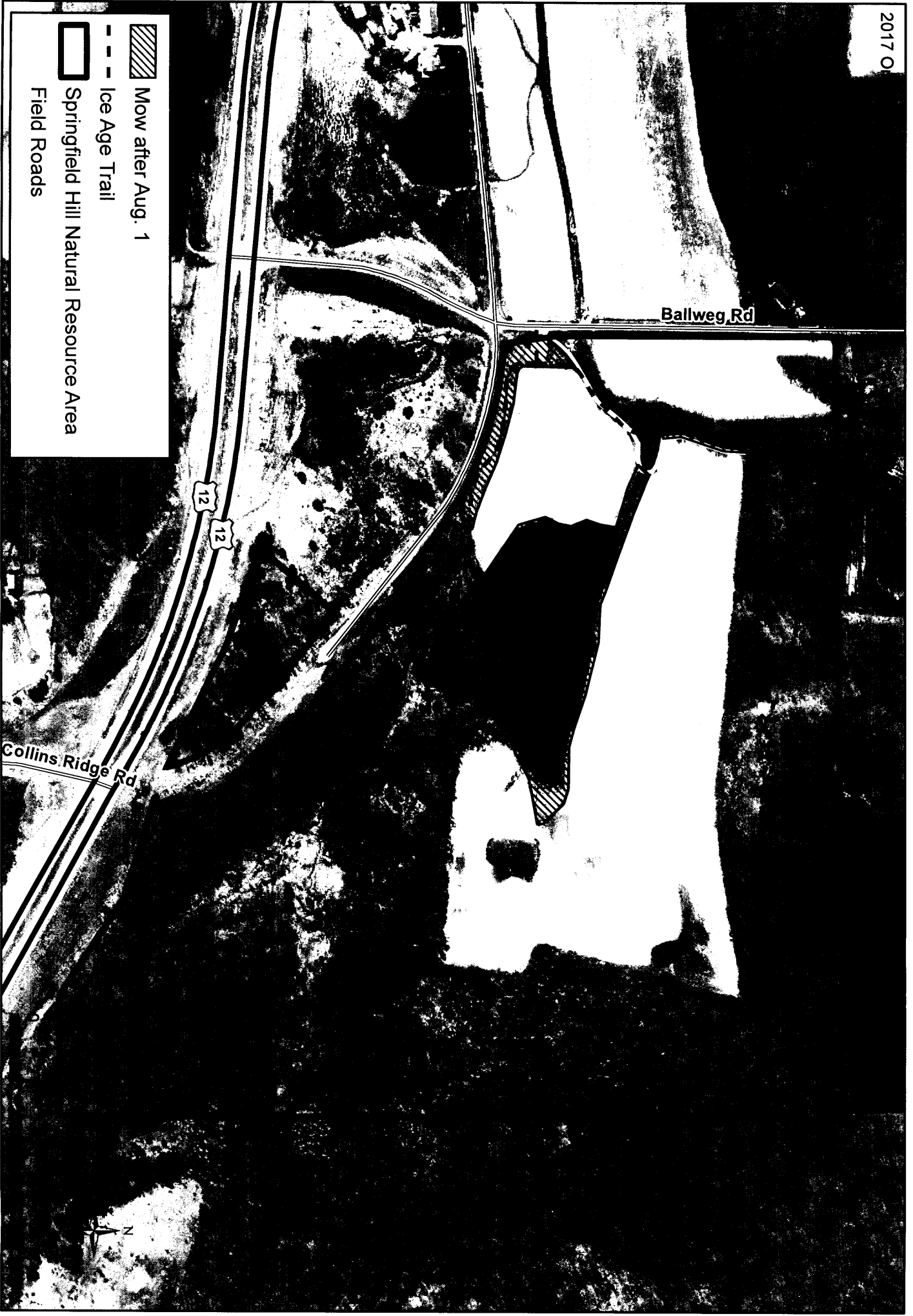


240 120 0 240 Feet

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

# Springfield Hill Natural Resource Area - Mowing per Agriculture Lease

2017 08



Mow after Aug. 1

Ice Age Trail

Springfield Hill Natural Resource Area

Field Roads

# Conservation Plan Map

Owner: Dane County  
Springfield Hill NRA  
Operator:

Township(s): Roxbury  
Sections(s): 25 & 26  
Tract(s): 34

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 7-14-17



0 400 Feet

Res 324

# Dane County Contract Cover Sheet

|   |   |
|---|---|
| <b>Dept./Division</b>                   | Land & Water Resources                        |
| <b>Vendor Name</b>                      | Scott & Dawn Evert                            |
| <b>Vendor MUNIS #</b>                   | 6979  |
| <b>Brief Contract Title/Description</b> | Recent acquisition leased to existing farmer. |
| <b>Contract Term</b>                    | Three (3) years 1-1-18 to 12-31-2020          |
| <b>Total Contract Amount</b>            | \$ 6,000                                      |

|   |   |
|---|---|
| <b>Contract #</b><br><small>Admin will assign</small> | 13277   |
| <b>Addendum</b>                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>Type of Contract</b>                               |   |
| <input type="checkbox"/>                              | POS   |
| <input type="checkbox"/>                              | Grant   |
| <input type="checkbox"/>                              | County Lessee   |
| <input checked="" type="checkbox"/>                   | County Lessor   |
| <input type="checkbox"/>                              | Intergovernmental   |
| <input type="checkbox"/>                              | Purchase of Property  |
| <input type="checkbox"/>                              | Property Sale   |
| <input type="checkbox"/>                              | Other   |

|                             |  |           |
|-----------------------------|--|-----------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)                                 |           |
|                             | <input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)             |           |
|                             | <input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)               | RFB/RFP # |
|                             | <input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)                         |           |
|                             | <input type="checkbox"/> Bid Waiver – 35,000 or above (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 | \$ 2,000 |
|------------|----------|----------|----------|-------|--------|----------|
| Req #      | Org Code |          | Obj Code |       | Amount | \$       |
| Year       | Org Code |          | Obj Code |       | Amount | \$       |

|                   |  |  |  |  |  |              |      |
|-------------------|--|--|--|--|--|--------------|------|
| <b>Resolution</b> | <b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b> |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.  |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.   |  |  |  |  | <b>Res #</b> | 324  |
|                   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.   |  |  |  |  | <b>Year</b>  | 2017 |


|                         |   |
|-------------------------|---|
| <b>Domestic Partner</b> | Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-------------------------|---|

| Contract Review/Approvals |                     |          |          |          |
|---------------------------|---------------------|----------|----------|----------|
| Initials                  | Dept.               | Date In  | Date Out | Comments |
| MG                        | Received by DOA     | 12-27-17 |          |          |
| de                        | Controller          |          | 12/14/17 |          |
| Ca                        | Purchasing          | 12/22/17 | 12/22/17 |          |
| MM                        | Corporation Counsel | 12/14/17 | 12/15/17 |          |
| AL                        | Risk Management     | 12/14/17 | 12/14/17 |          |
|                           | County Executive    |          |          |          |

| Dane County Dept. Contact Info |  | Vendor Contact Info |   |
|--------------------------------|--|---------------------|---|
| <b>Name</b>                    | Gaylord Plummer                                  | <b>Name</b>         | Scott & Dawn Evert                      |
| <b>Phone #</b>                 | 608-224-3760                                     | <b>Phone #</b>      | 608-767-2271                            |
| <b>Email</b>                   | plummer@countyofdane.com                         | <b>Email</b>        | sdevert@gmail.com                       |
| <b>Address</b>                 | Room 208, 5201 Fen Oak Drive<br>Madison WI 53718 | <b>Address</b>      | 9515 State Hwy 19<br>Mazomanie WI 53560 |

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

## Contract Coversheet Signatures

| Department Approval of Contract                 |   |             |
|---|---|-------------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | <b>Signature</b>  | <b>Date</b> |
|   |  | 12/12/17    |
|   | <b>Printed Name</b>   |             |
|   | Laura Hildner   |             |

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

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

## L E A S E

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

### W I T N E S S E T H

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

Part of the West 1/2 of the NE 1/4, Section 8, T8N, R6E, Town of Mazomanie,  
and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 20 acres of land within the above-described property (said 20 acres hereinafter referred to as "the Premises") and which are more particularly shown on the attached Conservation Plan Map;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the Premises to LESSEE for a term of three (3) years, commencing as of the first day of January, 2018 and ending on the 31<sup>st</sup> day of December, 2020 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, 2018.



LESSEE shall also submit to LWRD by June 1, 2018 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 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.

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

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

LESSEE shall not encroach onto adjacent LESSOR or private property.

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

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

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the Premises, LESSEE agrees to pay as rent the amount of \$100.00 per acre per year, for

a total of \$2,000.00 annually. Payments, in equal installments of \$1,000.00 are due and payable on the first day of March and the first day of June commencing March 1, 2018 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 Scott and Dawn Evert, 9515 State Hwy 19, Mazomanie WI 53560.

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

**Section 11. CONDITION OF PREMISES.** LESSEE has inspected the Premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the Premises in its present condition and to deliver the same in as good a condition at the termination of this Lease. In its use of the Premises, LESSEE shall follow the Soil Conservation Plan for the Premises and to follow those practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, grass waterways and terraces and shall refrain from any operation that will injure them.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LESSOR:**

\_\_\_\_\_  
Joseph T. Parisi, County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, County Clerk

\_\_\_\_\_  
Date

**LESSEE:**

  
\_\_\_\_\_  
Scott Evert

12-6-17  
Date

  
\_\_\_\_\_  
Dawn Evert

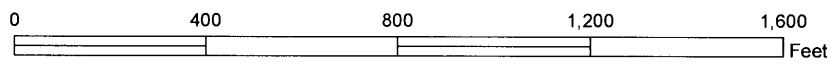
12-6-17  
Date

# Conservation Plan Map

Owner: Dane County  
Walking Iron County Park  
Operator: Scott & Dawn Evert

Township(s): Mazomanie  
Sections(s): 8  
Tract(s): 11276

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 11-14-17



Dane County Land & Water Resources Department  
USDA Natural Resources Conservation Service  
Digital orthophoto taken April 2005.

## Dane County Contract Cover Sheet

|   |  |
|---|--|
| <b>Dept./Division</b>                   | Land & Water Resources                                       |
| <b>Vendor Name</b>                      | David Powell   |
| <b>Vendor MUNIS #</b>                   | 12061  |
| <b>Brief Contract Title/Description</b> | Extension of lease to allow for erosion control maintenance. |
| <b>Contract Term</b>                    | One (1) year 1-1-18 to 12-31-18                              |
| <b>Total Contract Amount</b>            | \$ 6,580   |

|   |   |
|---|---|
| <b>Contract #</b><br><small>Admin will assign</small> | 11701B  |
| <b>Addendum</b>                                       | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Type of Contract</b>                               |   |
| <input type="checkbox"/>                              | POS   |
| <input type="checkbox"/>                              | Grant   |
| <input type="checkbox"/>                              | County Lessee   |
| <input checked="" type="checkbox"/>                   | County Lessor   |
| <input type="checkbox"/>                              | Intergovernmental   |
| <input type="checkbox"/>                              | Purchase of Property  |
| <input type="checkbox"/>                              | Property Sale   |
| <input type="checkbox"/>                              | Other   |

|                             |  |                  |
|-----------------------------|--|------------------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)                                 |                  |
|                             | <input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)             |                  |
|                             | <input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)               | <b>RFB/RFP #</b> |
|                             | <input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)                         |                  |
|                             | <input type="checkbox"/> Bid Waiver – 35,000 or above (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 | \$ 6,580 |
|--------------|----------|----------|----------|-------|--------|----------|
| <b>Req #</b> | Org Code |          | Obj Code |       | Amount | \$       |
| <b>Year</b>  | Org Code |          | Obj Code |       | Amount | \$       |

|                   |  |  |  |  |  |              |      |
|-------------------|--|--|--|--|--|--------------|------|
| <b>Resolution</b> | <b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b> |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.  |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.   |  |  |  |  | <b>Res #</b> | 324  |
|                   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.   |  |  |  |  | <b>Year</b>  | 2017 |


|                         |   |
|-------------------------|---|
| <b>Domestic Partner</b> | Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-------------------------|---|

| Contract Review/Approvals |                     |          |          |          |
|---------------------------|---------------------|----------|----------|----------|
| Initials                  | Dept.               | Date In  | Date Out | Comments |
| <i>MP</i>                 | Received by DOA     | 12/12/17 |          |          |
| <i>MP</i>                 | Controller          |          | 12/14/17 |          |
| <i>GC</i>                 | Purchasing          | 12/22/17 | 12/22/17 |          |
| <i>MP</i>                 | Corporation Counsel | 12/14/17 | 12/15/17 |          |
| <i>MP</i>                 | Risk Management     | 12/14/17 | 12/14/17 |          |
|                           | County Executive    |          |          |          |

| Dane County Dept. Contact Info |  | Vendor Contact Info |                                     |
|--------------------------------|--|---------------------|-------------------------------------|
| <b>Name</b>                    | Gaylord Plummer                                  | <b>Name</b>         | David Powell                        |
| <b>Phone #</b>                 | 608-224-3760                                     | <b>Phone #</b>      | 608-444-5693                        |
| <b>Email</b>                   | plummer@countyofdane.com                         | <b>Email</b>        | powellmary70@yahoo.com              |
| <b>Address</b>                 | Room 208, 5201 Fen Oak Drive<br>Madison WI 53718 | <b>Address</b>      | 2435 STH 92<br>Mount Horeb WI 53572 |

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

### Contract Coversheet Signatures

| Department Approval of Contract                 |   |             |
|---|---|-------------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | <b>Signature</b>  | <b>Date</b> |
|   |  | 12/2/17     |
|   | <b>Printed Name</b>   |             |
|   | Laura M. Hicken   |             |

### Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

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

**ADDENDUM TO LEASE**

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

**WITNESSETH**

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 56 acres in Section 29 in the Town of Springdale, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2017, and LESSOR and LESSEE wish to extend the lease for a period of one (1) year;

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:

Section 1 of the lease is amended to read: **TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of one (1) additional year, commencing the first day of January 2018 and ending on the 31<sup>st</sup> day of December 2018.

Section 7 of the lease is not amended and continues to read: **RENTAL PAYMENTS.** . . . LESSEE agrees to pay rent in the amount of \$117.50 per acre (based on a crop area of 56 acres), for a total of \$6,580.00 annually. Payments in equal installments of \$3,290.00 are due and payable on the first day of March and the first day of June of 2018.

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 10 day of August, 2017.

**LESSEE**

David Powell  
David Powell

**LESSOR**

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

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

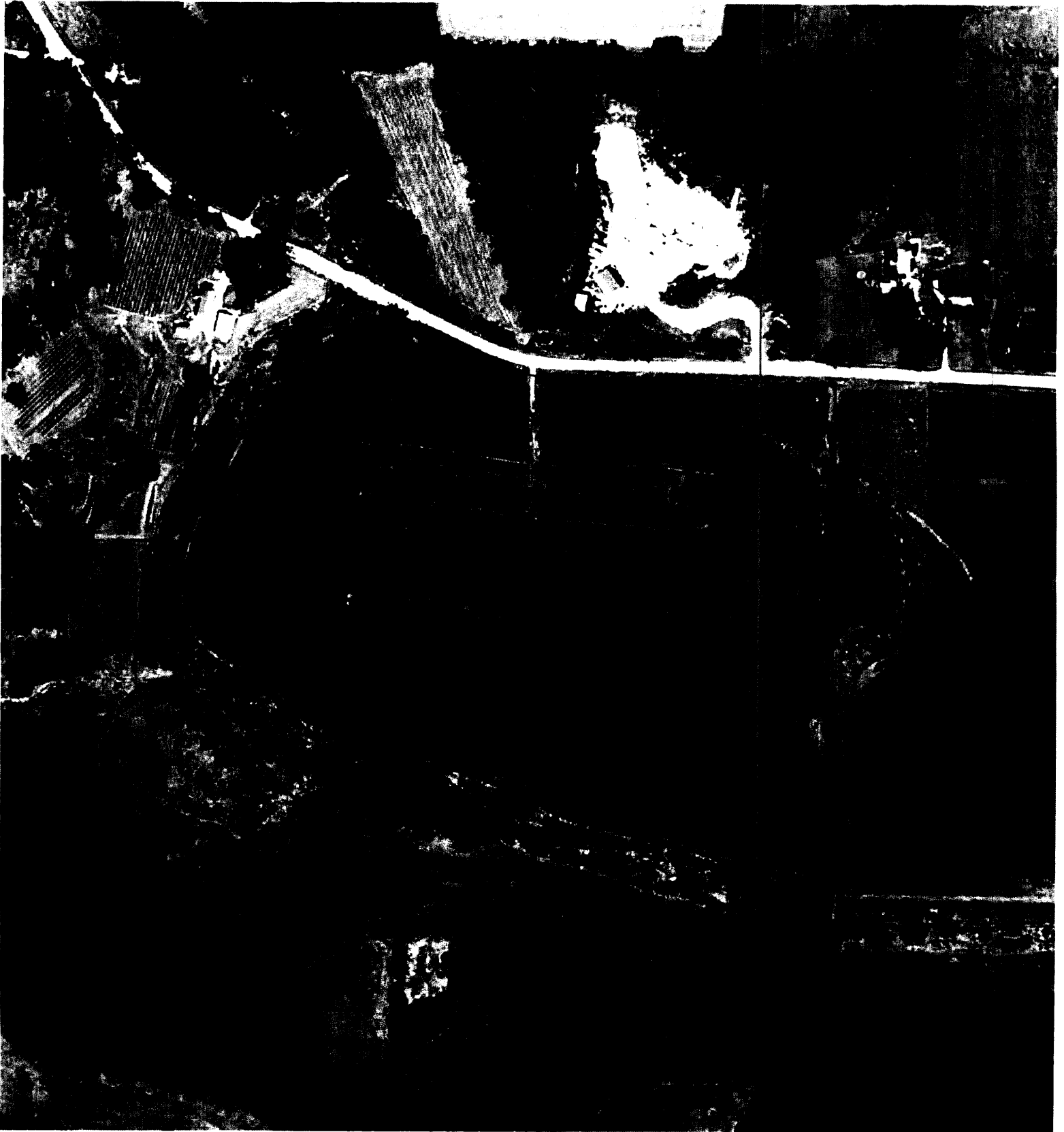


# Conservation Plan Map

Owner: Dane County - Donald Park  
Operator:

Township(s): Springdale  
Sections(s): 29  
Tract(s): 13835

Completed by: Lambert  
Phone: (608) 224-3730  
Date: 7-14-17



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

## Dane County Contract Cover Sheet

|   |  |   |   |
|---|--|---|---|
| <b>Dept./Division</b>                   | Land & Water Resources                     | <b>Contract #</b><br><small>Admin will assign</small> | 11357B  |
| <b>Vendor Name</b>                      | James Helt                                 | <b>Addendum</b>                                       | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Vendor MUNIS #</b>                   | 3847                                       | <b>Type of Contract</b>                               |   |
| <b>Brief Contract Title/Description</b> | Lease extension pending possible exchange. | <input type="checkbox"/>                              | POS   |
| <b>Contract Term</b>                    | One (1) year 1-1-18 to 12-31-18            | <input type="checkbox"/>                              | Grant   |
| <b>Total Contract Amount</b>            | \$ 11,055                                  | <input type="checkbox"/>                              | County Lessee   |
|   |  | <input checked="" type="checkbox"/>                   | County Lessor   |
|   |  | <input type="checkbox"/>                              | Intergovernmental   |
|   |  | <input type="checkbox"/>                              | Purchase of Property  |
|   |  | <input type="checkbox"/>                              | Property Sale   |
|   |  | <input type="checkbox"/>                              | Other   |

|                             |  |                  |
|-----------------------------|--|------------------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)                                 |                  |
|                             | <input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)             |                  |
|                             | <input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)               | <b>RFB/RFP #</b> |
|                             | <input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)                         |                  |
|                             | <input type="checkbox"/> Bid Waiver – 35,000 or above (N/A to Public Works)                                |                  |
|                             | <input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other |                  |

|                   |          |         |          |       |        |           |
|-------------------|----------|---------|----------|-------|--------|-----------|
| <b>MUNIS Req.</b> | Org Code | LWRPKOP | Obj Code | 84911 | Amount | \$ 11,055 |
| <b>Req #</b>      | Org Code |         | Obj Code |       | Amount | \$        |
| <b>Year</b>       | Org Code |         | Obj Code |       | Amount | \$        |

|                   |  |  |  |  |  |              |      |
|-------------------|--|--|--|--|--|--------------|------|
| <b>Resolution</b> | <b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b> |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.  |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.   |  |  |  |  | <b>Res #</b> | 324  |
|                   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.   |  |  |  |  | <b>Year</b>  | 2017 |


|                         |   |
|-------------------------|---|
| <b>Domestic Partner</b> | Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-------------------------|---|

| Contract Review/Approvals |                     |          |          |          |
|---------------------------|---------------------|----------|----------|----------|
| Initials                  | Dept.               | Date In  | Date Out | Comments |
| MG                        | Received by DOA     | 12/21/17 |          |          |
| AL                        | Controller          |          | 12/14/17 |          |
| AC                        | Purchasing          | 12/22/17 | 12/22/17 |          |
| MM                        | Corporation Counsel | 12/14/17 | 12/15/17 |          |
| EL                        | Risk Management     | 12/14/17 | 12/14/17 |          |
|                           | County Executive    |          |          |          |

| Dane County Dept. Contact Info |  | Vendor Contact Info |                                 |
|--------------------------------|--|---------------------|---------------------------------|
| <b>Name</b>                    | Gaylord Plummer                                  | <b>Name</b>         | James Helt                      |
| <b>Phone #</b>                 | 608-224-3760                                     | <b>Phone #</b>      | 608-513-6601                    |
| <b>Email</b>                   | plummer@countyofdane.com                         | <b>Email</b>        | jlhelt@chorus.net               |
| <b>Address</b>                 | Room 208, 5201 Fen Oak Drive<br>Madison WI 53718 | <b>Address</b>      | 8249 Helt Road<br>Dane WI 53529 |

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

## Contract Coversheet Signatures

| Department Approval of Contract                 |   |             |
|---|---|-------------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | <b>Signature</b>  | <b>Date</b> |
|   |  | 12/12/17    |
|   | <b>Printed Name</b>   |             |
|   | Laura H. H. H.  |             |

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

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

**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 67 acres at in Sections 1 & 2 in the Town of Berry, Dane County, Wisconsin, and

WHEREAS the lease will expire on December 31, 2017, and LESSOR and LESSEE wish to extend the lease for a period of 1 year;

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 1 year, commencing the first day of January, 2018 and ending on the 31<sup>st</sup> day of December, 2018.
- 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 2018.

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.

**LESSOR:**

\_\_\_\_\_  
Joseph T. Parisi, County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, County Clerk

\_\_\_\_\_  
Date

**LESSEE:**

  
\_\_\_\_\_  
James Helt

11-18-17  
Date

## Dane County Contract Cover Sheet

|   |  |
|---|--|
| <b>Dept./Division</b>                   | Land & Water Resources   |
| <b>Vendor Name</b>                      | Hickory slope Dairy LLC  |
| <b>Vendor MUNIS #</b>                   | 23541  |
| <b>Brief Contract Title/Description</b> | Lease extension of landlocked parcel in Halfway Prairie Wildlife Area accessible only to neighboring farmer/landowner. |
| <b>Contract Term</b>                    | Two (2) years 1-1-18 to 12-31-2019   |
| <b>Total Contract Amount</b>            | \$ 2,290   |

|   |   |
|---|---|
| <b>Contract #</b><br><small>Admin will assign</small> | 11358B  |
| <b>Addendum</b>                                       | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Type of Contract</b>                               |   |
| <input type="checkbox"/>                              | POS   |
| <input type="checkbox"/>                              | Grant   |
| <input type="checkbox"/>                              | County Lessee   |
| <input checked="" type="checkbox"/>                   | County Lessor   |
| <input type="checkbox"/>                              | Intergovernmental   |
| <input type="checkbox"/>                              | Purchase of Property  |
| <input type="checkbox"/>                              | Property Sale   |
| <input type="checkbox"/>                              | Other   |

|                             |  |           |
|-----------------------------|--|-----------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)                                 |           |
|                             | <input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)             |           |
|                             | <input type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)               | RFB/RFP # |
|                             | <input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)                         |           |
|                             | <input type="checkbox"/> Bid Waiver – 35,000 or above (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 | \$ 1,145 |
|------------|----------|---------|----------|-------|--------|----------|
| Req #      | Org Code |         | Obj Code |       | Amount | \$       |
| Year       | Org Code |         | Obj Code |       | Amount | \$       |

|                   |  |  |  |  |  |              |      |
|-------------------|--|--|--|--|--|--------------|------|
| <b>Resolution</b> | <b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b> |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.  |  |  |  |  |              |      |
|                   | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.   |  |  |  |  | <b>Res #</b> | 324  |
|                   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.   |  |  |  |  | <b>Year</b>  | 2017 |

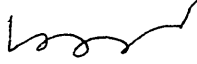
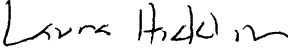
|                         |   |
|-------------------------|---|
| <b>Domestic Partner</b> | Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-------------------------|---|

| Contract Review/Approvals |                     |          |          |          |
|---------------------------|---------------------|----------|----------|----------|
| Initials                  | Dept.               | Date In  | Date Out | Comments |
| MG                        | Received by DOA     | 12/21/17 |          |          |
| ca                        | Controller          |          | 12/14/17 |          |
| oc                        | Purchasing          | 12/22/17 | 12/22/17 |          |
| M                         | Corporation Counsel | 12/14/17 | 12/15/17 |          |
| J                         | Risk Management     | 12/14/17 | 12/14/17 |          |
|                           | County Executive    |          |          |          |

| Dane County Dept. Contact Info |  | Vendor Contact Info |                                 |
|--------------------------------|--|---------------------|---------------------------------|
| <b>Name</b>                    | Gaylord Plummer                                  | <b>Name</b>         | James Hoffman                   |
| <b>Phone #</b>                 | 608-224-3760                                     | <b>Phone #</b>      | 608-798-4522                    |
| <b>Email</b>                   | plummer@countyofdane.com                         | <b>Email</b>        |                                 |
| <b>Address</b>                 | Room 208, 5201 Fen Oak Drive<br>Madison WI 53718 | <b>Address</b>      | 6379 Matz Road<br>Dane WI 53529 |

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

## Contract Coversheet Signatures

| Department Approval of Contract                 |   |             |
|---|---|-------------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | <b>Signature</b>  | <b>Date</b> |
|   |  | 12/10/17    |
|   | <b>Printed Name</b>   |             |
|   |  |             |

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

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

**ADDENDUM TO LEASE**

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

**WITNESSETH**

WHEREAS LESSOR and LESSEE have entered into a lease of approximately 9 acres in Section 1 in the Town of Berry, Dane County, Wisconsin, and

WHEREAS the lease, as amended, will expire on December 31, 2017, 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:

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 2018 and ending on the 31st day of December 2019.

Section 7 of the lease is amended to read: **RENTAL PAYMENTS.** LESSEE agrees to pay rent in the amount of \$165.00 per acre, for a total of \$1,485.00 annually. Payments in equal installments of \$742.50 are due and payable on the first day of March and the first day of June of each year, commencing March 1, 2018.

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.

**LESSOR:**

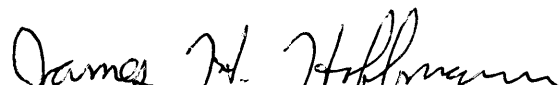
\_\_\_\_\_  
Joseph T. Parisi, County Executive

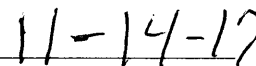
\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell, County Clerk

\_\_\_\_\_  
Date

**LESSEE:**

  
\_\_\_\_\_  
James Hoffman, Hickory Slope Dairy LLC

  
\_\_\_\_\_  
Date