Dane County Contract Cover Sheet

Dept./[	Division	Land & Wat	er Resource			Conti Admin wi		13	3268			
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	tification: attached contract is a:
$\boxtimes$	Dane County Contract without any modifications.
	Dane County Contract with modifications.  The modifications have been reviewed by:
	Non-standard contract.

**Contract Coversheet Signatures** 

Department Approv	al of Contract	
	Signature	Date
Dept. Head /	27	12/10/17
Authorized Designee	Printed Name	
	Laura Hacklin	

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

	Signature	Date
Director of Administration	Comments	
	Signature	Date
	Orginature	Duto
Corporation		
Counsel	Comments	
		v. 1.

#### LEASE

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

#### WITNESSETH

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

Parts of the E  $\frac{1}{2}$  of SW  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  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.

LESSOR:

EESSOIL	<u> </u>
Joseph T. Parisi, County Executive	Date
Scott McDonell, County Clerk	Date
LESSEE:	
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Juhn A Scott	12-4-2017
Richard A. Scott, Trustee	Date

Scott Income Trust

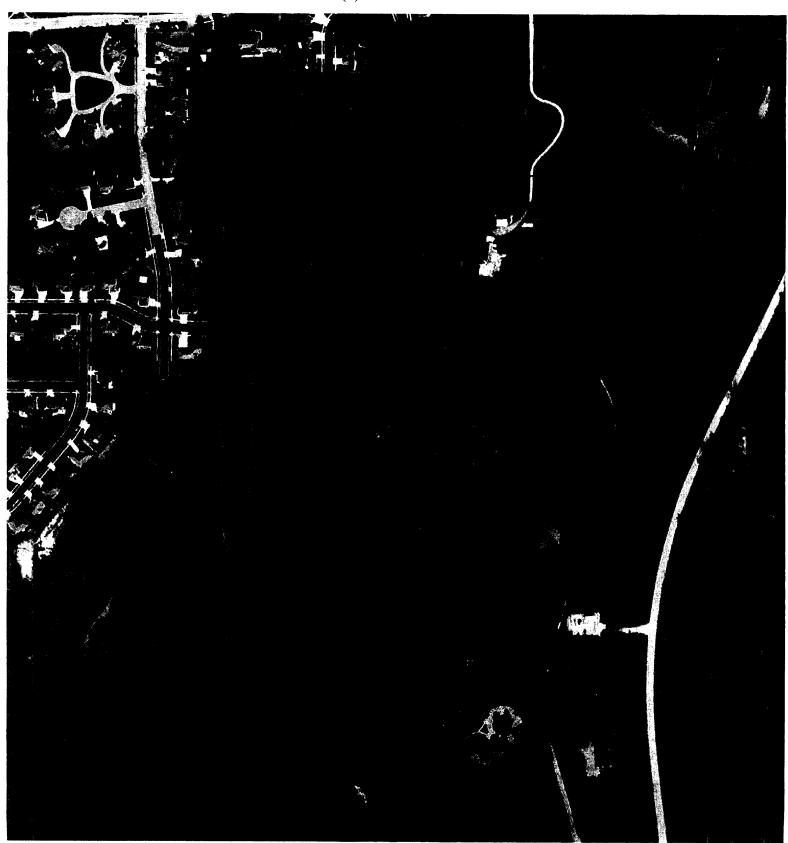
### **Conservation Plan Map**

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



1,000

Feet

**Dane County Contract Cover Sheet** 

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	ification: attached contract is a:
$\boxtimes$	Dane County Contract without any modifications.
	Dane County Contract with modifications.  The modifications have been reviewed by:
	Non-standard contract.

**Contract Coversheet Signatures** 

Department Approv	al of Contract	
	Signature	Date
Dept. Head /		12/12/17
Authorized Designee	Printed Name	
	Lava Addin	

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

	Signature	Date
Director of	0	
Administration	Comments	
	Signature	Date
Corporation	Comments	
Counsel	Comments	
		<b></b>

#### LEASE

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

#### WITNESSETH

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.

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.

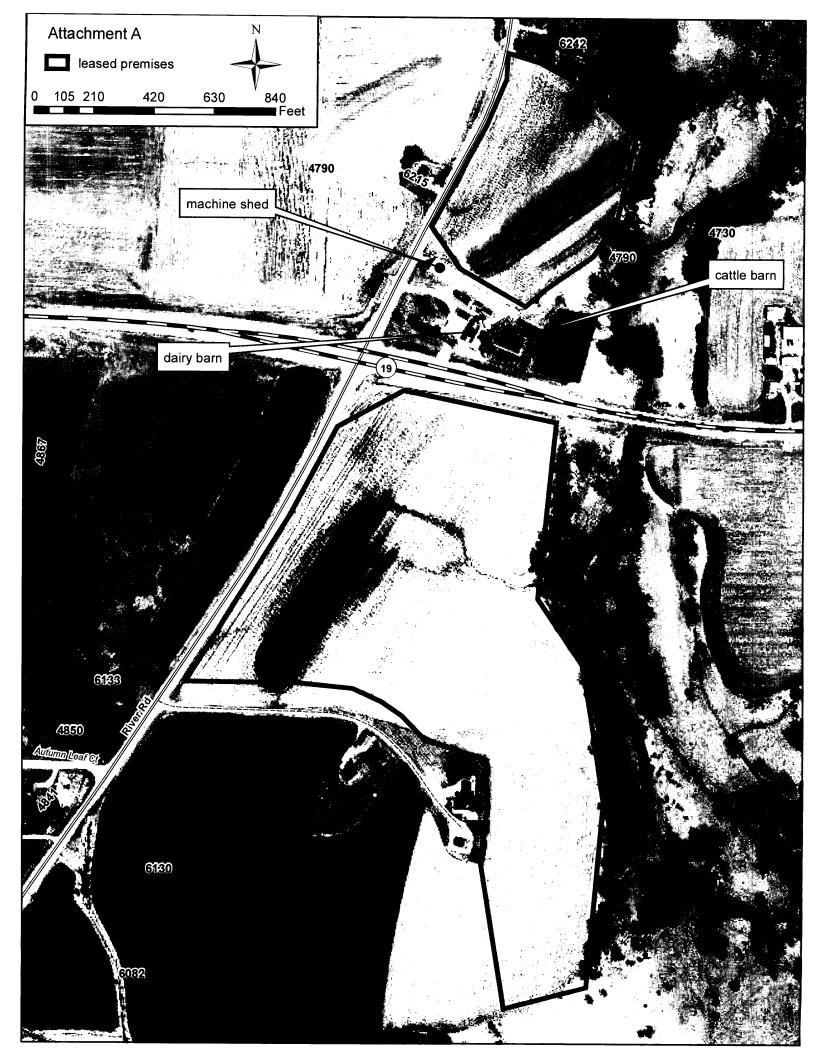
**Section 20. SIGNS NOT PERMITTED.** Except in designated areas as approved by LWRD, LESSEE shall not post signs or erect any signs of any kind upon the Premises without the prior written consent of LESSOR.

**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
Trust O Tain	LESSEE:	11/17/17
Ronald J. Treinen		Date



**Dane County Contract Cover Sheet** 

Type of Contract   POS   Grant   County Lessee   County Les	Type of Contract    Country Lessee   Country Lessee   Country Lessee   Country Lessee   Country Lesser   Intergovernmental   Purchase of Property   Property Sale   Other	Dept./	Division	Land & Wa	ater Resourc	es					ract #		3270	
Brief Contract Title/Description  Extension with existing farmer as property transitions to increased public access.  Contract Term Five (5) years	tract ription transitions to increased public access.    County Lessee   County Lessor   Intergovernmental   Purchase of Property   Property Sale   Other	Vendo	or Name	Michael Co	oyle					Adde	ndum		Yes	☐ No
Extension with existing farmer as property transitions to increased public access.   Grant	Extension with existing farmer as property transitions to increased public access.  Five (5) years   -1 - 18	Vendor	MUNIS#	25246						Type of Contract				
Title/Description transitions to increased public access.  Contract Term Five (5) years  - -     -     -     -     -	transitions to increased public access.    County Lessee   County Lessor   Intergovernmental   Purchase of Property   Property Sale   Other	Drief (	Contract	Extension	with aviation	£								
Contract Term Five (5) years   -  -  8	County Lessor   Intergovernmental   Purchase of Property   Property Sale   Other								ı					<u> </u>
Total Contract Amount  \$83,407.50    Purchase of Property Sale	Purchase of Property		WANT									<del>-</del>		
Total Contract Amount  \$ 83,407.50  Under \$10,000 - Best Judgment (1 quote required)  \$ \$10,000 - \$34,999 (\$0 - \$24,999 Public Works) (3 quotes required)  \$ \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)  Bid Waiver - under \$35,000 (\$0 - \$24,999 Public Works)  Bid Waiver - 35,000 or above (N/A to Public Works)  N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other  MUNIS Req.  Org Code LWRADMIN Obj Code 84909 Amount \$ 16,682	Property Sale   Other	Contra	ct Term	Five (5) ye	ars  - -	8612	-31-	בבחב						
Purchasing Authority  Purchasing Authority  Did Waiver – under \$35,000 (\$0 – \$24,999 Public Works)  Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)  Bid Waiver – 35,000 or above (N/A to Public Works)  N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other  MUNIS Req.  Org Code  LWRADMIN  Obj Code  84909  Amount  \$ 16,682	Under \$10,000 – Best Judgment (1 quote required)  \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)  \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)  Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)  Bid Waiver – 35,000 or above (N/A to Public Works)  N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other  eq. Org Code LWRADMIN Obj Code 84909 Amount \$16,682  Org Code Obj Code Amount \$  Org Code Obj Code Amount \$  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.			\$ 83 407 5		- ,- ,	<u> </u>	<u> </u>						roperty
Purchasing Authority    \$10,000 - \$34,999 (\$0 - \$24,999 Public Works) (3 quotes required)   \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)   RFB/RFP #   170     Bid Waiver - under \$35,000 (\$0 - \$24,999 Public Works)   Bid Waiver - 35,000 or above (N/A to Public Works)   N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other    MUNIS Req.   Org Code   LWRADMIN   Obj Code   84909   Amount   \$16,682	\$10,000 - \$34,999 (\$0 - \$24,999 Public Works) (3 quotes required)   \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)   RFB/RFP #   17087     Bid Waiver - under \$35,000 (\$0 - \$24,999 Public Works)   Bid Waiver - 35,000 or above (N/A to Public Works)   N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other    Org Code	Am	ount	Ψ 03,407.3			-:-					Othe	r	
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☐ Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required. Res # 3	☐ Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required. Res # 324	Reso	olution	A copy of	the Resolut	ion mu	st be	attached	to th	e contra	ct cove	rsheet	• • • • • • • • • • • • • • • • • • •	
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Domestic Partner         Does Domestic Partner Equal Benefits Requirement Apply?         ☐ Yes         ☒ No		Reso	lution	A copy of  Contract  Contract	does not exceeds \$10	eed \$100 0,000 (\$4	st be 0,000 ( 40,000	attached (\$40,000 I	to the bullic (orks)	Works) – resolution	a resolution require	rsheet ion is n	ot required	324
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	ification: attached contract is a:
$\boxtimes$	Dane County Contract without any modifications.
	Dane County Contract with modifications.  The modifications have been reviewed by:
	Non-standard contract.

**Contract Coversheet Signatures** 

Department Approv	al of Contract	
	Signature	Date
Dept. Head /		12/10/17
Authorized Designee	Printed Name	
	Laura Hiddin	

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

	Signature	Date
Director of		
Administration	Comments	
		Doto
	Signature	Date
Corporation Counsel	Comments	
Councer		

#### LEASE

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

#### WITNESSETH

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

**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 Michael Coyle,7989 Mineral Point 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.

**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.

LES	SOR:
Joseph T. Parisi, County Executive	Date
Scott McDonell, County Clerk	Date
LES	SSEE:
Michael Coyle  Michael Coyle	11-21-2017 Date

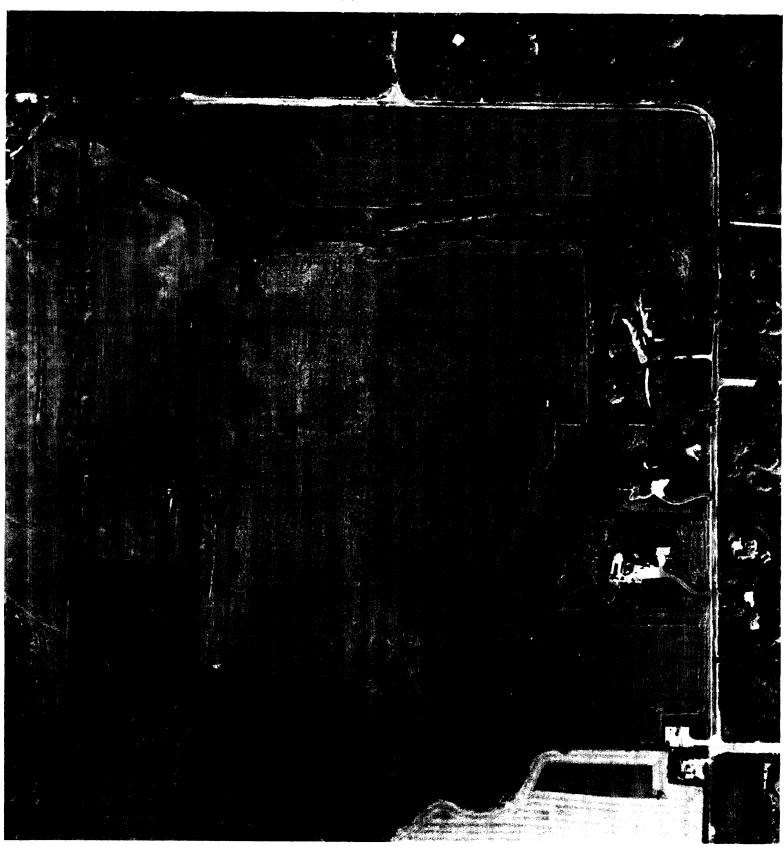
### **Conservation Plan Map**

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



**Dane County Contract Cover Sheet** 

Significant

Dept./i	Division	Land & Water Resources					Contra Admin will		1	3271		
Vendo	or Name	Double Shot Farms						Adden	dum		Yes	□ No
Vendor	MUNIS#	<b>5 #</b> 28171					Type of Contract					
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	ification: attached contract is a:
$\boxtimes$	Dane County Contract without any modifications.
	Dane County Contract <u>with</u> modifications.  The modifications have been reviewed by:
	Non-standard contract.

**Contract Coversheet Signatures** 

Department Approval of Contract					
	Signature	Date			
Dept. Head /	bor	12/12/17			
Authorized Designee	Printed Name	1			
	Lxex Hickly				

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

	Signature	Date
Director of		
Administration	Comments	 
	Signature	Date
Corporation		
Counsel	Comments	

#### LEASE

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

#### WITNESSETH

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 moved 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 moving 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 Shotliff, 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		12-4-17 Date
Double Shot Farms		

### **Conservation Plan Map**

Owner: Dane County Anderson Farm

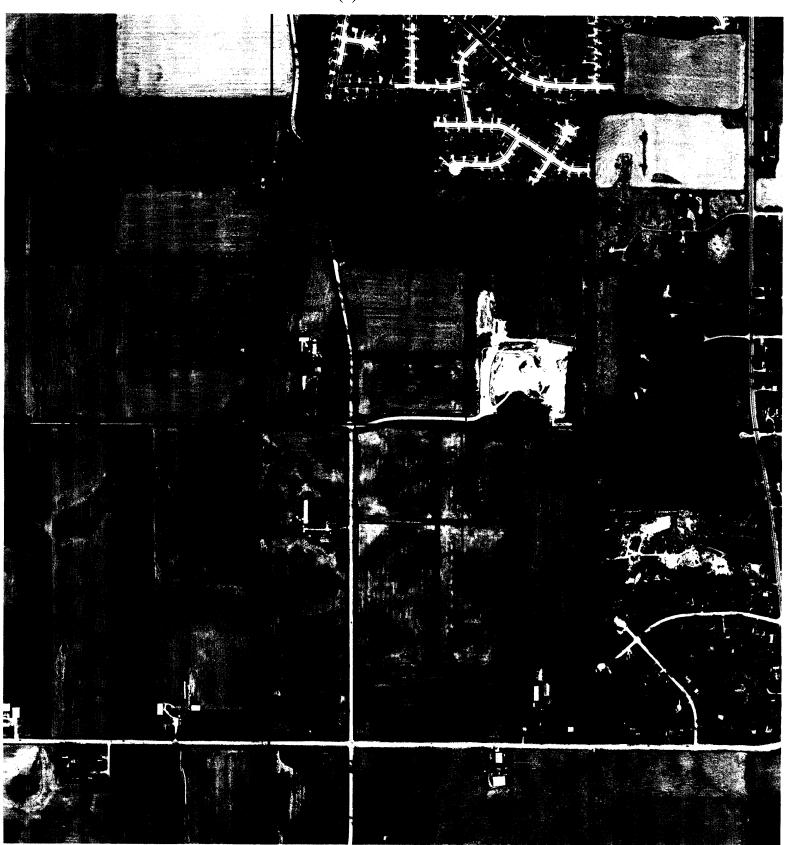
Operator:

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

Tract(s):

Completed by: Lambert Phone: (608) 224-3730

Date: 7-26-17



**Dane County Contract Cover Sheet** 

Dept./I	Division	n Land & Water Resources					Contract # 1327a			`		
Vendo	r Name	Christiana Farms LLC Add			Addend	dum		Yes	☐ No			
Vendor	MUNIS#	‡ 13824 Type o					of Co	ntract				
Brief Contract Title/Description Successful bidder to farm at Cam-Rock County Park.					□ POS □ Grant □ County Lessee ⊠ County Lessor							
Contra	ct Term	Four (4) ye	ars (-1-1	× to	12-3	:	1			Interg	governme	ental
	ontract ount	\$ 8,352		0 10	10 0	)		Purchase of Proper Property Sale Other			roperty	
	nasing nority	☐ \$10,000 ☐ \$35,000 ☐ Bid Waiv	10,000 – Bes – \$34,999 (\$0 (\$25,000 Pub ver – under \$ ver – 35,000 o rants, Leases	0 – \$24,9 blic Wor 635,000 ( or above	999 Pu ks) or (\$0 – \$ e (N/A	above (Fo \$24,999 Po to Public \	ormal R ublic Wo Works)	FB/RFP re	quired)		/RFP#	
MUNIS	Req.	Org Code	LWRADM	/IN	Obj (	Code	849	909	Amour	nt	\$ 2,0	88
Req#		Org Code			Obj (	Code	de		Amour	nt	\$	
Year		Org Code			Obj (	Code			Amour	unt \$		
Resolution  Contract does not exceed \$100,000  Contract exceeds \$100,000 (\$40,000)			<b>st be</b> 6	<b>attached</b> (\$40,000 F	to the	contract	covers	heet.	•	·		
		l	exceeds \$100 f the Resolution						required.		Year	2017
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	Dept.	A copy o	f the Resolutionstic Partner E	on is atta qual Ber <b>ontract</b>	ached finefits R	to the conf Requireme	tract cov nt Apply	versheet.			Year	2017
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	ification: attached contract is a:
$\boxtimes$	Dane County Contract without any modifications.
	Dane County Contract with modifications.  The modifications have been reviewed by:
	Non-standard contract.

**Contract Coversheet Signatures** 

Department Approval of Contract					
	Signature	Date			
Dept. Head /	122	12/12/17			
Authorized Designee	Printed Name				
	Laura Hiddin				

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

Signature	Date
Comments	
Comments	
Signature	Date
Comments	
	<i>;</i>
	Comments  Signature  Comments

#### 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.

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 Dennis Lund, 920 Prairie Queen Road, Cambridge WI 53523.
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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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**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	<u></u>	12/1/ <b>2</b> 017 Date

Christiana Farms

# **Conservation Plan Map**

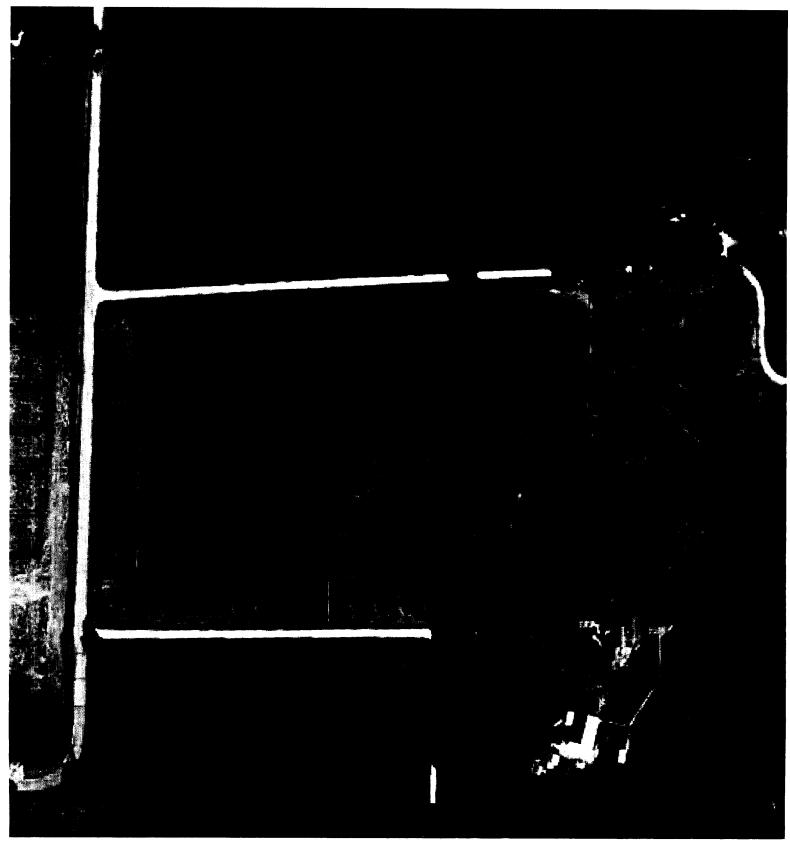
Owner: Dane County Cam-Rock Park

Operator:

Township(s): Christiana

Sections(s): 13 Tract(s): 12004 Completed by: Lambert Phone: (608) 224-3730

Date: 7-1717



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

**Dane County Contract Cover Sheet** 

Dept./	Division	Land & Wa	iter Resourc	es				Contra Admin will		13273		
Vendo	or Name	Travis Rich	nards					Adden	dum		Yes	☐ No
Vendor	MUNIS #	21911							Туре	of Contract		
	Contract escription	Successful land in Tow	bidder to far on of Berry.	rm part of Ice Ace Trail  Gi Co					Cour	POS Grant County Lessee County Lessor		
Contra	itract Term   Four (4) years   -  -  1 to   2 - 2   2 co         Interest							governm hase of F				
	Contract count	\$ 6,020									erty Sale	
Purchasing Authority    Under \$10,000 - Best Judgment (1 quote required)   \$10,000 - \$34,999 (\$0 - \$24,999 Public Works) (3 quotes required)   \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)   RFB/RFP #     Bid Waiver - under \$35,000 (\$0 - \$24,999 Public Works)   Bid Waiver - 35,000 or above (N/A to Public Works)   N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other												
MUNIS	S Req.	Org Code	LWRPKO	OP	Obj Co	ode	849	34911 Amount			\$ 1,505	
Req#		Org Code			Obj Co	ode			Amou	nt	\$	
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	Certification: The attached contract is a:						
$\boxtimes$	Dane County Contract without any modifications.						
	Dane County Contract <u>with</u> modifications.  The modifications have been reviewed by:						
	Non-standard contract.						

**Contract Coversheet Signatures** 

Department Approv	al of Contract	
	Signature	Date
Dept. Head /	2	12/10/17
Authorized Designee	Printed Name	
	Lam Hidden	

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

	Signature	Date
Director of		
Administration	Comments	
Administration		
	Signature	Date
Corneration		
Corporation Counsel	Comments	
Journal		

## 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 ½ of the NW ¼ , 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, 2021unless 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 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:	
Ju Zhole		12/4/17
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.

Initial 7th 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



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

**Dane County Contract Cover Sheet** 

Dept./	Division	Land & Water Resources						Contra Admin wil			13274	+
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Vendor	MUNIS#	25248							Туре	of Co	ontract	
	Contract escription	iption County Park.				humache	er			_		
Contra	ct Term	m Four (4) years  -1-18 to 12				31-202			]	Inter	governm	ental
	Contract count	\$ 62,400							]		hase of Ferty Sale	
Purchasing Authority    Under \$10,000 - Best Judgment (1 quote required)   \$10,000 - \$34,999 (\$0 - \$24,999 Public Works) (3 quotes required)   \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)   RFB/RFP #   1,7087     Bid Waiver - under \$35,000 (\$0 - \$24,999 Public Works)   Bid Waiver - 35,000 or above (N/A to Public Works)   N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other										11087		
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	Certification: The attached contract is a:					
$\boxtimes$	Dane County Contract without any modifications.					
	Dane County Contract with modifications.  The modifications have been reviewed by:					
	Non-standard contract.					

**Contract Coversheet Signatures** 

Department Approv	al of Contract	
	Signature	Date
Dept. Head /	12 /m	19/19/1
Authorized Designee	Printed Name	•
	Lava Hidelin	

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

	Signature	Date
Director of		
Administration	Comments	
, (3111111031431011		
	Signature	Date
Corporation		
Counsel	Comments	

# 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.
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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.

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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.

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**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.

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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.

**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		11-17-1° Date

# 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:

Data

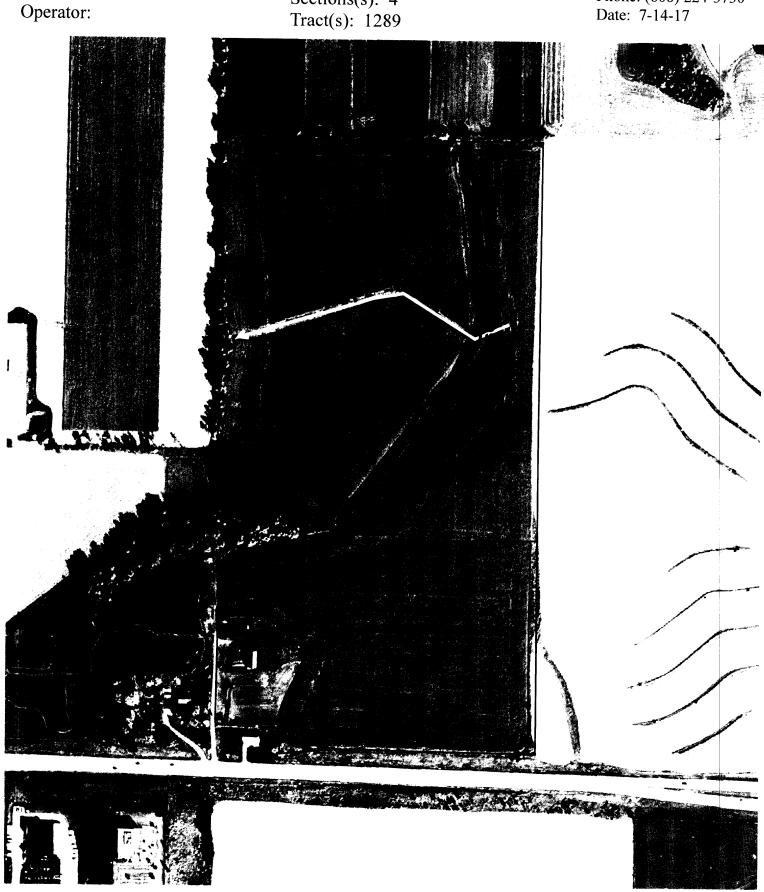
**Conservation Map Plan** 

Township(s): Westport

Owner: Dane County

Schumacher Farm

Sections(s): 4 Tract(s): 1289 Completed by: Lambert Phone: (608) 224-3730 Date: 7-14-17



400

800

Feet

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

Dane County Contract Cover Sheet Sysuficant

1 & Water Resources

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Dept./	Division	Land & Wa	ter Resource		Contra Admin will		1=	3275				
Vendo	or Name	Wagner Da	niry Operation	ns LLC			Addendum 🗌			Yes [	☐ No	
Vendor	MUNIS#	7968					Type of Contract					
	Contract escription	Successful Wildlife Are	bidder to far ea.	n				t ity Lesse ity Lesso				
Contra	ct Term	Four (4) ye	ars   ~   ~	8 to 12-	31-202	<del>)</del> (			Interg	governme	ntal	
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Purchasing Authority  Under \$10,000 – Best Judgment (1 quote required)  \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quote signification of the state of the						RFB/RFP re	equired)		/RFP#			
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Req#	1.04.	Org Code			Code		300	Amou		\$ 70,.	307	
Year		Org Code			Code			Amou		\$		
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.  Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.												
								324 2017				
Domest	ic Partner	Does Domes	stic Partner Ed	qual Benefits F	Requireme	nt Appl	y? [	Yes	$\boxtimes$	No		
			Co	ntract Revie	ew/Appro	ovals						
Initials	Dept.	192.400	Date In	Date Out	Comme							
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	Purchasir											

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

Corporation Counsel **Risk Management County Executive** 

	attached contract is a:
$\boxtimes$	Dane County Contract without any modifications.
	Dane County Contract with modifications.  The modifications have been reviewed by:
	Non-standard contract.

**Contract Coversheet Signatures** 

Department Approval of Contract			
	Signature	Date	
Dept. Head /	22	10/10/17	
Authorized Designee	Printed Name		
	Lama Hidelin		

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

	Signature	Date
Director of		
Administration	Comments	
	Signature	Date
Corporation		
Counsel	Comments	
		e e e e e e e e e e e e e e e e e e e

## 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.

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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. 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.

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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:
Thomas Wagner Wagner Dairy Opera	$\frac{12/6/17}{\text{Date}}$

# 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: 12/6/17

# Conservation Plan Map

Walking Iron 7A Owner: Dane County Operator:

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

Tract(s): 16260

Completed by: Lambert Phone: (608) 224-3730

Date: 7-17-17





3,000 2,000 1,000

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

**Dane County Contract Cover Sheet** 

Dept./Division Land & Water Res			er Resource	es		Contract #						
Vendo	or Name Triple J Dairy Farm LLC					Addendum			Yes	⊠ No		
Vendor MUNIS # 28175								Type of Contract				
			bidder to farm land in Sp source Area.			ringfield I	Hill			POS Grant County Lessee County Lessor		
Contra	ct Term	Four (4) yea	ars  - -	18 to	12-3	31-2021			1		governm	nental Property
	Contract ount	\$ 48,596									erty Sale	
	hasing nority	☐ \$10,000 - ☐ \$35,000 ( ☐ Bid Waiv	Under \$10,000 − Best Judgment (1 quote required)  \$10,000 − \$34,999 (\$0 − \$24,999 Public Works) (3 quotes required)  \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)  Bid Waiver − under \$35,000 (\$0 − \$24,999 Public Works)  Bid Waiver − 35,000 or above (N/A to Public Works)  N/A − Grants, Leases, Intergovernmental, Property Purchase/Sale, Other									
MUNIS	S Req.	Org Code	LWRPKOP		Obj (	Code	84	911	Amo	unt	\$ 12,149	
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•	ification: attached contract is a:
$\boxtimes$	Dane County Contract without any modifications.
	Dane County Contract <u>with</u> modifications.  The modifications have been reviewed by:
	Non-standard contract.

**Contract Coversheet Signatures** 

Department Approv	al of Contract	
	Signature	Date
Dept. Head /		12112117
Authorized Designee	Printed Name	
Doolghoo	Lrum Hidein	

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

	Signature	Date
Dinastanaf		
Director of Administration	Comments	
, (41111111041411011		
	Signature	Date
Corporation		
Counsel	Comments	

## 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	I ECCEP.	Date
July Bully	LESSEE:	12-6-17
Josh Ballweg Triple J Dairy Farm LLC		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: 11-20-17

## **Conservation Plan Map**

Owner: Dane County

Ice Age Trail

Operator: Triple J Dairy Farm LLC

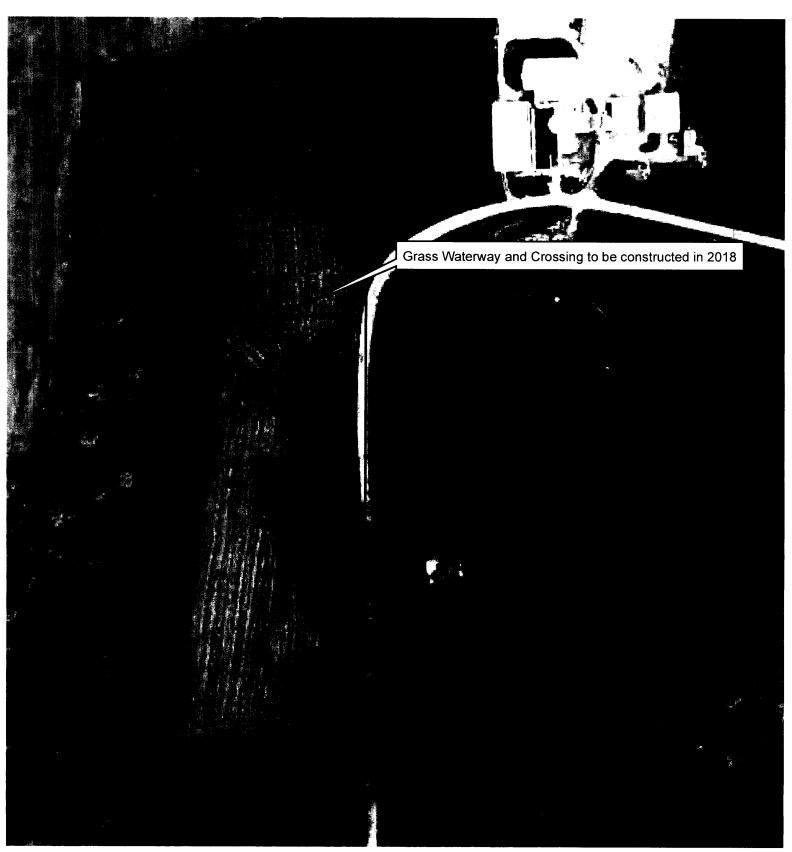
Township(s): Roxbury

Sections(s): 26

Tract(s): 9225

Completed by: Lambert Phone: (608) 224-3730

Date: 11-2-17



Springfield Hill Natural Resource Area - Mowing per Agriculture Lease



## **Conservation Plan Map**

Owner: Dane County

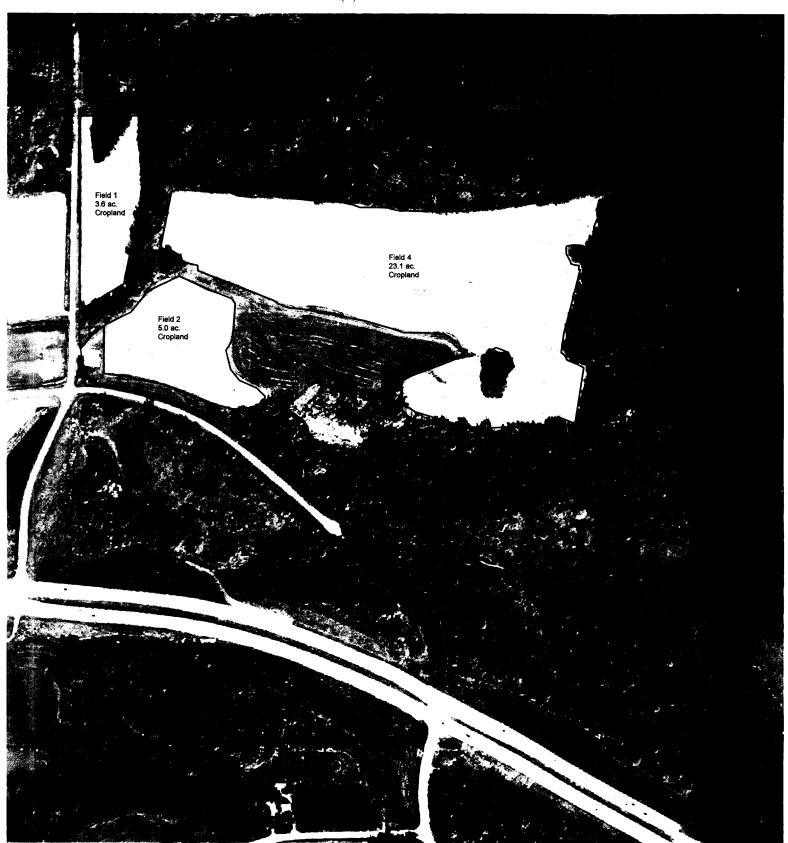
Springfield Hill NRA

Operator:

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

Tract(s): 34

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



**Dane County Contract Cover Sheet** 

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ification: attached contract is a:
Dane County Contract without any modifications.
Dane County Contract <u>with</u> modifications.  The modifications have been reviewed by:
Non-standard contract.

**Contract Coversheet Signatures** 

Department Approv	al of Contract					
	Signature	Date				
Dept. Head /	\mathcal{L} \tag{1}	17/10/17				
Authorized Designee	Printed Name					
J 111 <b>3</b>	Laura Hidelin					

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

	Signature		Date
Director of	Comments		
Administration	Comments		
	Signature		Date
Corporation	Comments		
Counsel	Comments		
		and the same of th	

#### LEASE

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

#### WITNESSETH

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:

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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:	12-6-11
Scott Evert	Date 12 -/ 17
Dawn Evert	Date

## **Conservation Plan Map**

Owner: Dane County

Walking Iron County Park

Operator: Scott & Dawn Evert

Township(s): Mazomanie

Sections(s): 8

Completed by: Lambert Phone: (608) 224-3730

Date: 11-14-17



1,200 1,600 ∃Feet Dane County Land & Water Resources Department USDA Natural Resources Conservation Service Digital orthophoto taken April 2005.

**Dane County Contract Cover Sheet** 

Dept./Div	vision	Land & Water Resources						Contract # Admin will assign				3
Vendor	Name	David Powel	II					Adden	dum		Yes [	☐ No
Vendor M	IUNIS#	12061							Type of	f Co	ntract	
Brief Co Title/Desc		Extension of lease to allow for eros maintenance.			r erosio	n contro	l		G		t ity Lesse	
Contract	Term	One (1) year	12-31	-18			] Ir	nter	governme hase of P	ental		
Total Co Amou		\$ 6,580				-			Р		erty Sale	
	Under \$10,000 − Best Judgment (1 quote requirements)  \$10,000 − \$34,999 (\$0 − \$24,999 Public Works)  \$35,000 (\$25,000 Public Works) or above (Formulation Bid Waiver − under \$35,000 (\$0 − \$24,999 Public Waiver − 35,000 or above (N/A to Public Waiver − N/A − Grants, Leases, Intergovernmental, Programmental, Programmental Pr							quotes requ RFB/RFP re Vorks)	equired)		/RFP#	
MUNIS F	JNIS Req. Org Code LWRADMIN OR			Obi (	Code	84	84909 Amou			unt \$ 6,580		
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tification: attached contract is a:
Dane County Contract without any modifications.
Dane County Contract with modifications.  The modifications have been reviewed by:
Non-standard contract.

**Contract Coversheet Signatures** 

Department Approv	al of Contract	
	Signature	Date
Dept. Head /	22	12/12/17
Authorized Designee	Printed Name	
	Lova m Hideln	

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

Signature	Date
Comments	
Signature	Date
Oignature	Date
Comments	
in the second	
	Comments  Signature  Comments

#### 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 Aus	<u>ust</u> , 2017.
LESSEE	LESSOR
Warriel power	BY:
David Powell	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 Contract Cover Sheet** 

Dept./Div	vision	Land & Wa	ter Resource	es				Contra Admin will	11357B		3		
Vendor I	Name	James Hel	t					Adden	dum	$\boxtimes$	Yes [	☐ No	
Vendor M	UNIS#	3847							Туре	of Co	ntract		
Brief Co Title/Desc		Lease exte	nsion pendir	ding possible exchange.  Gra  Cou					POS Grant County Lessee County Lessor				
Contract	Term	One (1) yea	ar  -(-18	tol	2-31	I International					Intergovernmental Purchase of Property		
	otal Contract \$11,055							erty Sale	Горогсу				
	Purchasing Authority    Under \$10,000 - Best Judgment (1 quote required)     \$10,000 - \$34,999 (\$0 - \$24,999 Public Works) (3 quality     \$35,000 (\$25,000 Public Works) or above (Formal Range)     Bid Waiver - under \$35,000 (\$0 - \$24,999 Public Works)     Bid Waiver - 35,000 or above (N/A to Public Works)     N/A - Grants, Leases, Intergovernmental, Property							FB/RFP re	equired)		B/RFP#		
MUNIS Req. Org Code			LWRPKOP Obj			Code	de 84911 Amou		unt \$ 11,055		055		
Req#		Org Code			Obj (	Code			Amou	nt	\$		
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Domestic	Partne	Does Dome	stic Partner E	qual Ber	nefits R	equiremer	t Apply	/?	Yes	$\geq$	No		
			Co	ontract	Revie	w/Appro	vals						
Initials [	Dept.		Date In	Date		Commen							
MG F	Received	l by DOA	12-12-17										
120					11-								
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ac F	Purchasi		12/22/17		4/17 2/17								
QUE F	Purchasi Corporat	ng	12/22/17									: :	
Cac F	Purchasi Corporat Risk Mar	ng ion Counsel	12/22/17										
Ge F	Purchasi Corporat Risk Mar County E	ng ion Counsel nagement executive	12/14/17	12/14/				Vendor	Contact	t Info			
Cac F	Purchasi Corporat Risk Mar County E	ng ion Counsel nagement executive county Dept.	12/14/17	12/14/			Jam	<b>Vendor</b>	Contac	t Info			
Ge F	Corporate Risk Mar County E	ng ion Counsel nagement executive	12/14/17	12/14/		Name Phone #		nes Helt		t Info			
Name	Corporate County E  Dane County E  Gaylot 608-2	ion Counsel lagement executive county Dept. ord Plummer	[원 원 전 [원 원 전 [건] 에 [구]	12/14/		Name	608		1	t Info			
Name Phone #	Corporate Risk Mar County E  Dane County E  Gaylot 608-2 plumr Room	ion Counsel lagement executive county Dept. ord Plummer e24-3760	によった。 によった。 によった。 Contact Information of the commen Oak Drive	12/14/		Name Phone #	608 jlhe 824	nes Helt -513-660	1 s.net ad	t Info			

Certification: The attached contract is a:				
$\boxtimes$	Dane County Contract without any modifications.			
	Dane County Contract <u>with</u> modifications.  The modifications have been reviewed by:			
	Non-standard contract.			

**Contract Coversheet Signatures** 

Department Approval of Contract				
	Signature	Date		
Dept. Head /	M	10/12/17		
Authorized Designee	Printed Name			
	Laura Hadeha			

## **Contracts Exceeding \$100,000**

Major Contracts Review - DCO Sect. 25.12(3)

	Signature	Date
Director of	Comments	
Administration	Comments	
	Olamatana and and and and and and and and and	
	Signature	Date
Corporation Counsel	Comments	1

### 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

Dept./Div	pt./Division Land & Water Resources				Admin will	11358B						
Vendor N	ndor Name Hickory slope Dairy LLC				Adden	dum	$\boxtimes$	Yes	□ No			
Vendor MUNIS # 23541							Туре	of Co	ntract			
Title/Description Pra		Prairie Wild	Lease extension of landlocked parcel in Halfway Prairie Wildlife Area accessible only to neighboring farmer/landowner.			vay			Cour	nty Lesse nty Lesso	r	
Contract	Term	Two (2) year	ars  - - 8	3 to	12-3	31-2019					governme hase of P	
	Total Contract Amount										erty Sale	
Purchas Author	_	☐ \$10,000 · ☐ \$35,000 (☐ Bid Waiv	Under \$10,000 − Best Judgment (1 quote required)  \$10,000 − \$34,999 (\$0 − \$24,999 Public Works) (3 quotes required)  \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)  Bid Waiver − under \$35,000 (\$0 − \$24,999 Public Works)  Bid Waiver − 35,000 or above (N/A to Public Works)  N/A − Grants, Leases, Intergovernmental, Property Purchase/Sale, Other									
MUNIS R	Req.	Org Code	LWRPKOP C		Obj (	j Code		84911 An		Amount \$1,		145
Req#	-	Org Code			Obj (	Code			Amou	nt	\$	
Year		Org Code			Obj (	Code			Amou	nt	\$	•
Resolution												
Domestic	Partne	Does Domestic Partner Equal Benefits Requirement Ap						<u>_</u>	Yes	×		2017
Domisous.	- artino	Doco Boilles						'y: L			4 110	
Contract Review/Approvals												
	Dane County Dept. Contact Info					Vendor	Contac	t Info	)			
Name		rd Plummer			Name J			nes Hoffn	nan			.,
Phone # 608-224-3760 Email plummer@countyofdane.com					···							
Email	_		fdans sem			Phone :		8-798-452	2			

Certification: The attached contract is a:			
$\boxtimes$	Dane County Contract without any modifications.		
	Dane County Contract <u>with</u> modifications.  The modifications have been reviewed by:		
	Non-standard contract.		

**Contract Coversheet Signatures** 

Department Approval of Contract					
	Signature	Date			
Dept. Head /	1000	12/10/17			
Authorized Designee	Printed Name				
	Love Hide in				

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

	Signature	Date
Director of	Comments	
Administration	Comments	
	Signature	Date
	J.g. action	
Corporation		
Counsel	Comments	

#### 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.

LESSO	R:
Joseph T. Parisi, County Executive	Date
Scott McDonell, County Clerk	Date
LESSE	EE:
James Hoffman, Hickory Slope Dairy LLC	11-14-17 Date