

# Dane County Contract Cover Sheet

Revised 01/2025

Res 260

|   |   |                |       |
|---|---|----------------|-------|
| <b>Dept./Division</b>                   | LWRD / Admin  |                |       |
| <b>Vendor Name</b>                      | Double Shot Farms   | <b>MUNIS #</b> | 28171 |
| <b>Brief Contract Title/Description</b> | Four year crop lease to Double Shot Farms for 101.9 acres at Anderson Farm County Park. |                |       |
| <b>Contract Term</b>                    | 1/1/2026 - 12/31/ 2029  |                |       |
| <b>Contract Amount</b>                  | \$77,444.00   |                |       |

|  |                      |
|--|----------------------|
| <b>Contract #</b><br>Admin will assign | 16097                |
| <b>Type of Contract</b>                |                      |
| <input type="checkbox"/>               | Dane County Contract |
| <input type="checkbox"/>               | Intergovernmental    |
| <input type="checkbox"/>               | County Lessee        |
| <input checked="" type="checkbox"/>    | County Lessor        |
| <input type="checkbox"/>               | Purchase of Property |
| <input type="checkbox"/>               | Property Sale        |
| <input type="checkbox"/>               | Grant                |
| <input type="checkbox"/>               | Other                |

| Department Contact Information |                              | Vendor Contact Information |                       |
|--------------------------------|------------------------------|----------------------------|-----------------------|
| <b>Name</b>                    | Sharene Smith                | <b>Name</b>                | Aaron Shotliff        |
| <b>Phone #</b>                 | 608-224-3761                 | <b>Phone #</b>             | 608-438-9738          |
| <b>Email</b>                   | smith.sharene@danecounty.gov | <b>Email</b>               | ashotliff@hotmail.com |
| <b>Purchasing Officer</b>      | Hazel Schuster               |                            |                       |

|                             |   |                              |
|-----------------------------|---|------------------------------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> <b>\$13,000 or under – Best Judgment</b> (1 quote required)                              |                              |
|                             | <input type="checkbox"/> <b>Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works)</b> (3 quotes required)     |                              |
|                             | <input type="checkbox"/> <b>Over \$45,000 (\$25,000 Public Works)</b> (Formal RFB/RFP required)                   | <b>RFB/RFP #</b>             |
|                             | <input type="checkbox"/> <b>Bid Waiver – \$45,000 or under</b> (\$25,000 or under Public Works)                   |                              |
|                             | <input type="checkbox"/> <b>Bid Waiver – Over \$45,000</b> (N/A to Public Works)                                  |                              |
|                             | <input type="checkbox"/> <b>Cooperative Contract</b>  | <b>Contract Name &amp; #</b> |
|                             | <input checked="" type="checkbox"/> <b>N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other</b> |                              |

|                   |              |             |             |              |           |
|-------------------|--------------|-------------|-------------|--------------|-----------|
| <b>MUNIS Req.</b> | <b>Req #</b> | <b>Org:</b> | <b>Obj:</b> | <b>Proj:</b> | <b>\$</b> |
|                   | <b>Year</b>  | <b>Org:</b> | <b>Obj:</b> | <b>Proj:</b> | <b>\$</b> |
|                   |              | <b>Org:</b> | <b>Obj:</b> | <b>Proj:</b> | <b>\$</b> |

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

|   |   |      |              |     |
|---|---|------|--------------|-----|
| <b>Resolution</b><br>Required if contract exceeds \$100,000 | <input type="checkbox"/> Contract does not exceed \$100,000   |      | <b>Res #</b> | 260 |
|   | <input type="checkbox"/> Contract exceeds \$100,000 – resolution required.                            |      |              |     |
|   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet. |      |              |     |
|   | <b>Year</b>   | 2025 |              |     |

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

| APPROVAL                                |   |
|---|---|
| <b>Dept. Head / Authorized Designee</b> |   |
| Smith, Sharene                          | Digitally signed by Smith, Sharene<br>Date: 2026.01.02 10:01:59 -06'00' |

| APPROVAL – Contracts Exceeding \$100,000 |                            |
|--|----------------------------|
| <b>Director of Administration</b>        | <b>Corporation Counsel</b> |
|  |                            |

| APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached |                        |                        |   |
|--|------------------------|------------------------|---|
| <b>DOA:</b>  | <b>Date In:</b> 1/5/26 | <b>Date Out:</b> _____ | <input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management |

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, January 5, 2026 3:54 PM  
**To:** Hicklin, Charles; Schuster, Hazel; Gault, David; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #16097  
**Attachments:** 16097.pdf

| Tracking: | Recipient         | Read                   | Response                  |
|-----------|-------------------|------------------------|---------------------------|
|           | Hicklin, Charles  |                        |                           |
|           | Schuster, Hazel   |                        |                           |
|           | Gault, David      | Read: 1/6/2026 8:39 AM | Approve: 1/6/2026 8:40 AM |
|           | Cotillier, Joshua | Read: 1/6/2026 2:26 PM | Approve: 1/6/2026 2:42 PM |
|           | Oby, Joe          |                        |                           |

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

Contract #16097  
Department: Land & Water Resources  
Vendor: Double Shot Farms  
Contract Description: Crop Lease (Res 260)  
Contract Term: 1/1/26 – 12/31/29  
Contract Amount: \$77,444.00

Thanks much,  
Michelle

*Michelle Goldade*  
Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

## Goldade, Michelle

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**From:** Hicklin, Charles  
**Sent:** Monday, January 5, 2026 3:58 PM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #16097

## Goldade, Michelle

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**From:** Schuster, Hazel  
**Sent:** Tuesday, January 6, 2026 7:50 AM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #16097



**APPROVAL OF 2026 CROP LEASES ON COUNTY LAND**

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

Following are leases for 4 years, January 1, 2026 – December 31, 2029

**Anderson Farm County Park**

Sections 13 and 14, Town of Oregon, 101.9 acres

- Lease with existing Lessee to continue cropping and maintain grass buffers around fields;
- Rent is \$19,361.00 per year;
- Lessee: Double Shot Farms

**Blooming Grove Drumlins**

Sections 1 and 12, City of Madison, 27 acres

- Lease with existing Lessee to continue cropping for 4 years;
- Rent is \$4,185.00 per year;
- Lessee: Keaton Uphoff

**Joyce Baer & George Socha Conservancy**

Sections 12 and 13, Town of Medina, 37.6 acres

- Lease with existing Lessee to crop 17.5 tillable acres and maintain grasslands for 4 years;
- Rent is \$2,100.00 per year;
- Lessee: Krause Farms, LLC

**Token Creek Natural Resource Area**

Section 3, Town of Burke, 28.76 acres

- Lease with existing Lessee to continue cropping for 4 years;
- Rent is \$5,924.56 per year for 4 years;
- Lessee: Ronald J. Treinen

Following is a lease for 5 years, January 1, 2026 – December 31, 2030

**Sugar River Wildlife Area**

Section 32, Town of Verona, 50.1 acres

- Lease with existing Lessee to continue cropping, maintain field buffers and waterways.
- Rent is \$7,515.00 per year;
- Lessee: Wagner Dairy Operations, LLC

Revenue from the above described leases is included in the 2026 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the Dane County Executive hereby authorize that Dane County enter into these leases;

**BE IT FURTHER RESOLVED** that the Dane County Executive and County Clerk are hereby authorized to execute the lease contracts set forth above;

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

## L E A S E

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

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

WHEREAS LESSOR is the owner of certain real property known as Anderson Farm County Park in the Town of Oregon and partially described as follows:

That part of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 13; that part of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and that part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 14; that part of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 23; and that part of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 24, all in Township 5N, Range 9W, Town of Oregon, Dane County, Wisconsin.

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 101.9 acres of the above-described land (said 101.9 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached Lease map on Exhibit A;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of four (4) years, commencing as of the first day of January, 2026 and ending on the 31<sup>st</sup> day of December, 2029. LESSOR or LESSEE may terminate the lease without penalty at the end of any crop year.

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

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

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

### A. Nutrient Management

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

- c. All leased acres shall be managed to not exceed the phosphorus index (PI) as documented in the NMP.
  2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
  3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.
- B. LESSEE shall follow no till standards in accordance with USDA-NRCS 329 Residue and Tillage Management, No Till conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:
1. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
  2. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
  3. Maintain crop residue standing during the winter period to trap snow.
  4. Intensive grazing and removal of crop residue by baling is not allowed.
  5. Residue is not allowed to be shredded after harvest.
- C. LESSEE shall cease use of neonicotinoid treated seed or other neonicotinoid pesticides on the premises by 2027.
1. Seed labels must be submitted to LWRD prior to planting each year.
- D. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP:
1. Fields 1, 2, 3, 7, 8, 9 10: Corn and Soybean rotation
  2. Field 5: Continuous hay
- E. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.
- F. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.
- G. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- H. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- I. 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.
- J. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- K. 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.



- L. LESSEE may be asked to provide services to LESSOR, including mowing or leveling trails and other park maintenance activities. If LESSEE agrees to said activities, LESSEE may request a reduction of rent or apply for reimbursement by providing a detailed invoice of services provided.
1. LESSEE agrees to provide the following additional services at the premises for public recreation or land management:
    - i. Field 1: Maintain 16' wide grass buffer around entire perimeter of field.
    - ii. Field 2: Maintain 16' wide grass buffer on west and south borders of field.

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

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

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent the amount of \$190.00 per acre per year, for a total of \$19,361.00 annually. Payments, in equal installments of \$9,680.50 are due and payable on the first day of March and the first day of June commencing March 1, 2026 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 5201 Fen Oak Drive, #208 Madison, WI 53718. Time is of the essence with respect to rental payments. Failure to make timely rental payments may result in termination of the lease and may also impact LESSEE's ability to secure future leases

**Section 8. ADJUSTMENTS.** There shall be no rental rate adjustments during the term of the lease. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the September 30 for the next crop season. Acreage adjustments also may be made upon mutual agreement between LESSEE and LESSOR.

**Section 9. NOTICES.** All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to Double Shot Farms, 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 in writing, consented to by LESSOR.

**Section 11. CONDITION OF PREMISES.** LESSEE has inspected the premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the premises in their present condition and to deliver the same in as good a condition at the termination of this lease. In its use of the premises, LESSEE shall follow practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures and shall refrain from any operation that will injure them.

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



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

Violation of any provision of this section shall constitute grounds for termination of this lease by LESSOR on thirty (30) days' advance written notice containing the reasons for the termination. In the event of cancellation, rent already paid shall be returned to LESSEE on a prorated basis. LESSOR or LESSEE may terminate this lease without penalty at the end of any crop year.

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

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

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

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

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

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

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

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

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

**Section 22. COPIES VALID.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible

electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

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

Dated this 4 day of November, 20 25.

LESSEE

BY: Aaron Shotliff  
Aaron C. Shotliff  
Double Shot Farms

LESSOR

BY: \_\_\_\_\_  
Melissa Agard  
COUNTY EXECUTIVE

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Scott McDonell  
COUNTY CLERK

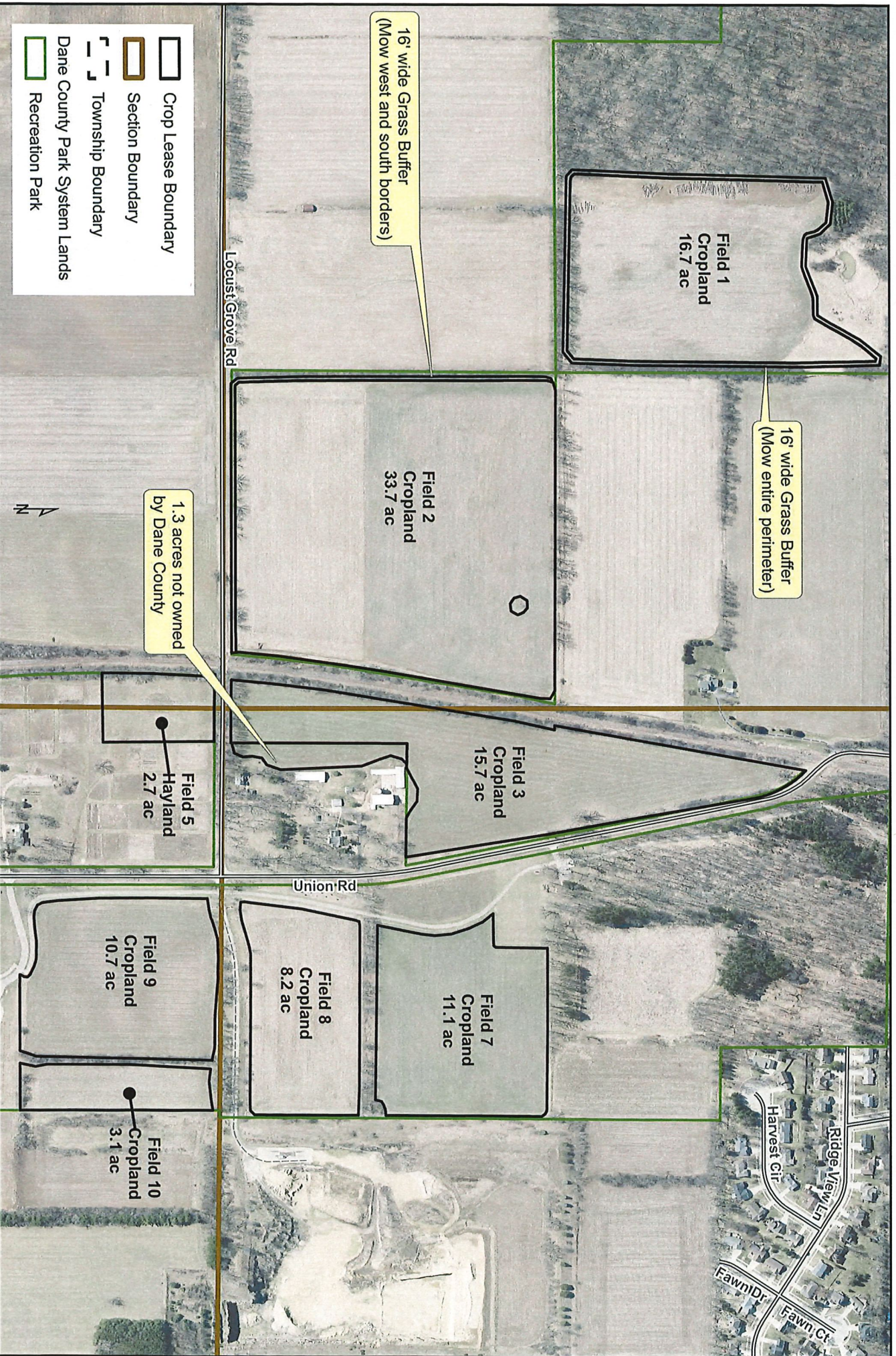


# Exhibit A, Dane County Lease Map

Property: Anderson Farm County Park  
Owner: Dane County  
Lessee: Shottliff

Town: Oregon  
Township/Range: 05N 09W  
Sections: 13, 14, 24

Date: 10/3/2025





# Dane County Contract Cover Sheet

Revised 01/2025

Res 260

|   |  |                |       |
|---|--|----------------|-------|
| <b>Dept./Division</b>                   | LWRD / Admin   |                |       |
| <b>Vendor Name</b>                      | Keaton Uphoff  | <b>MUNIS #</b> | 28367 |
| <b>Brief Contract Title/Description</b> | Four year crop lease to Keaton Uphoff for 27 acres at Blooming Grove Drumlins Natural Resource Area. |                |       |
| <b>Contract Term</b>                    | 1/1/2026 - 12/31/ 2029   |                |       |
| <b>Contract Amount</b>                  | \$16,740.00  |                |       |

|  |                      |
|--|----------------------|
| <b>Contract #</b><br>Admin will assign | 16098                |
| <b>Type of Contract</b>                |                      |
| <input type="checkbox"/>               | Dane County Contract |
| <input type="checkbox"/>               | Intergovernmental    |
| <input type="checkbox"/>               | County Lessee        |
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|                                       |                              |                                   |                         |
|---------------------------------------|------------------------------|-----------------------------------|-------------------------|
| <b>Department Contact Information</b> |                              | <b>Vendor Contact Information</b> |                         |
| <b>Name</b>                           | Sharene Smith                | <b>Name</b>                       | Keaton Uphoff           |
| <b>Phone #</b>                        | 608-224-3761                 | <b>Phone #</b>                    | 608-209-3915            |
| <b>Email</b>                          | smith.sharene@danecounty.gov | <b>Email</b>                      | uphoffcompany@gmail.com |
| <b>Purchasing Officer</b>             | Hazel Schuster               |                                   |                         |

|                             |   |                              |
|-----------------------------|---|------------------------------|
| <b>Purchasing Authority</b> | <input type="checkbox"/> <b>\$13,000 or under – Best Judgment</b> (1 quote required)                              |                              |
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|                             | <input type="checkbox"/> <b>Bid Waiver – \$45,000 or under</b> (\$25,000 or under Public Works)                   |                              |
|                             | <input type="checkbox"/> <b>Bid Waiver – Over \$45,000</b> (N/A to Public Works)                                  |                              |
|                             | <input type="checkbox"/> <b>Cooperative Contract</b>  | <b>Contract Name &amp; #</b> |
|                             | <input checked="" type="checkbox"/> <b>N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other</b> |                              |

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| <b>MUNIS Req.</b> | <b>Req #</b> | <b>Org:</b> | <b>Obj:</b> | <b>Proj:</b> | <b>\$</b> |
|                   | <b>Year</b>  | <b>Org:</b> | <b>Obj:</b> | <b>Proj:</b> | <b>\$</b> |
|                   |              | <b>Org:</b> | <b>Obj:</b> | <b>Proj:</b> | <b>\$</b> |

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

|   |   |             |              |     |
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| <b>Resolution</b><br>Required if contract exceeds \$100,000 | <input type="checkbox"/> Contract does not exceed \$100,000   |             | <b>Res #</b> | 260 |
|   | <input type="checkbox"/> Contract exceeds \$100,000 – resolution required.                            |             |              |     |
|   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet. |             |              |     |
|   |   | <b>Year</b> | 2025         |     |

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

|   |   |
|---|---|
| <b>APPROVAL</b>                         |   |
| <b>Dept. Head / Authorized Designee</b> |   |
| Smith, Sharene                          | Digitally signed by Smith, Sharene<br>Date: 2026.01.02 10:01:59 -06'00' |

|   |                            |
|---|----------------------------|
| <b>APPROVAL – Contracts Exceeding \$100,000</b> |                            |
| <b>Director of Administration</b>               | <b>Corporation Counsel</b> |
|   |                            |

|   |                        |                        |   |
|---|------------------------|------------------------|---|
| <b>APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached</b> |                        |                        |   |
| <b>DOA:</b>   | <b>Date In:</b> 1/5/26 | <b>Date Out:</b> _____ | <input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management |



## Goldade, Michelle

---

**From:** Goldade, Michelle  
**Sent:** Monday, January 5, 2026 3:56 PM  
**To:** Hicklin, Charles; Schuster, Hazel; Gault, David; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #16098  
**Attachments:** 16098.pdf

| Tracking: | Recipient         | Read                   | Response                  |
|-----------|-------------------|------------------------|---------------------------|
|           | Hicklin, Charles  | Read: 1/5/2026 3:57 PM |                           |
|           | Schuster, Hazel   |                        |                           |
|           | Gault, David      | Read: 1/6/2026 8:40 AM | Approve: 1/6/2026 8:41 AM |
|           | Cotillier, Joshua | Read: 1/6/2026 2:42 PM | Approve: 1/6/2026 2:45 PM |
|           | Oby, Joe          |                        |                           |

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

Contract #16098  
Department: Land & Water Resources  
Vendor: Keaton Uphoff  
Contract Description: Crop Lease (Res 260)  
Contract Term: 1/1/26 – 12/31/29  
Contract Amount: \$16,740.00

Thanks much,  
Michelle

*Michelle Goldade*  
Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

## Goldade, Michelle

---

**From:** Hicklin, Charles  
**Sent:** Monday, January 5, 2026 3:58 PM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #16098

## Goldade, Michelle

---

**From:** Schuster, Hazel  
**Sent:** Tuesday, January 6, 2026 7:50 AM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #16098

**APPROVAL OF 2026 CROP LEASES ON COUNTY LAND**

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

Following are leases for 4 years, January 1, 2026 – December 31, 2029

**Anderson Farm County Park**

Sections 13 and 14, Town of Oregon, 101.9 acres

- Lease with existing Lessee to continue cropping and maintain grass buffers around fields;
- Rent is \$19,361.00 per year;
- Lessee: Double Shot Farms

**Blooming Grove Drumlins**

Sections 1 and 12, City of Madison, 27 acres

- Lease with existing Lessee to continue cropping for 4 years;
- Rent is \$4,185.00 per year;
- Lessee: Keaton Uphoff

**Joyce Baer & George Socha Conservancy**

Sections 12 and 13, Town of Medina, 37.6 acres

- Lease with existing Lessee to crop 17.5 tillable acres and maintain grasslands for 4 years;
- Rent is \$2,100.00 per year;
- Lessee: Krause Farms, LLC

**Token Creek Natural Resource Area**

Section 3, Town of Burke, 28.76 acres

- Lease with existing Lessee to continue cropping for 4 years;
- Rent is \$5,924.56 per year for 4 years;
- Lessee: Ronald J. Treinen

Following is a lease for 5 years, January 1, 2026 – December 31, 2030

**Sugar River Wildlife Area**

Section 32, Town of Verona, 50.1 acres

- Lease with existing Lessee to continue cropping, maintain field buffers and waterways.
- Rent is \$7,515.00 per year;
- Lessee: Wagner Dairy Operations, LLC

Revenue from the above described leases is included in the 2026 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the Dane County Executive hereby authorize that Dane County enter into these leases;

**BE IT FURTHER RESOLVED** that the Dane County Executive and County Clerk are hereby authorized to execute the lease contracts set forth above;

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

## L E A S E

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

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

WHEREAS LESSOR is the owner of certain real property known as Blooming Grove Drumlins and partially described as follows:

Part of the SE ¼ of Section 1 and part of the NE ¼ of Section 12, T7N, R11E, in the City of Madison, Dane County, Wisconsin, totaling approximately 84 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 27 acres of the above-described land (said 27 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached Lease map on Exhibit A;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of four (4) years, commencing as of the first day of January, 2026 and ending on the 31<sup>st</sup> day of December, 2029. LESSOR or LESSEE may terminate the lease without penalty at the end of any crop year.

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

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

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

#### A. Nutrient Management

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



2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
  3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.
- B. LESSEE shall follow no till standards in accordance with USDA-NRCS [329 Residue and Tillage Management, No Till](#) conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:
1. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
  2. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
  3. Maintain crop residue standing during the winter period to trap snow.
  4. Intensive grazing and removal of crop residue by baling is not allowed.
  5. Residue is not allowed to be shredded after harvest.
- C. LESSEE shall cease use of neonicotinoid treated seed or other neonicotinoid pesticides on the premises by 2027.
1. Seed labels must be submitted to LWRD prior to planting each year.
- D. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP: Corn and soybean rotation
- E. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.
- F. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.
- G. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- H. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- I. 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.
- J. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- K. 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.



L. LESSEE may be asked to provide services to LESSOR, including mowing or leveling trails and other park maintenance activities. If LESSEE agrees to said activities, LESSEE may request a reduction of rent or apply for reimbursement by providing a detailed invoice of services provided.

1. LESSEE agrees to provide the following additional services at the premises for public recreation or land management: None

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

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

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent the amount of \$155.00 per acre per year, for a total of \$4,185.00 annually. Payments, in equal installments of \$2,092.50 are due and payable on the first day of March and the first day of June commencing March 1, 2026 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 5201 Fen Oak Drive, #208 Madison, WI 53718. Time is of the essence with respect to rental payments. Failure to make timely rental payments may result in termination of the lease and may also impact LESSEE's ability to secure future leases

**Section 8. ADJUSTMENTS.** There shall be no rental rate adjustments during the term of the lease. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the September 30 for the next crop season. Acreage adjustments also may be made upon mutual agreement between LESSEE and LESSOR.

**Section 9. NOTICES.** All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to Keaton Uphoff, 4142 Ridge Road, Deerfield, WI 53531.

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

**Section 11. CONDITION OF PREMISES.** LESSEE has inspected the premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the premises in their present condition and to deliver the same in as good a condition at the termination of this lease. In its use of the premises, LESSEE shall follow practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures and shall refrain from any operation that will injure them.

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



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

Violation of any provision of this section shall constitute grounds for termination of this lease by LESSOR on thirty (30) days' advance written notice containing the reasons for the termination. In the event of cancellation, rent already paid shall be returned to LESSEE on a prorated basis. LESSOR or LESSEE may terminate this lease without penalty at the end of any crop year.

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

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

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

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

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

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

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

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

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

**Section 22. COPIES VALID.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible



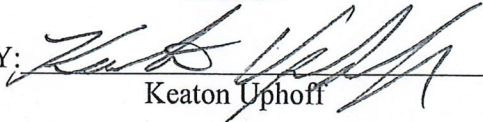
electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

LESSEE

BY:

  
Keaton Uphoff

LESSOR

BY:

\_\_\_\_\_  
Melissa Agard  
COUNTY EXECUTIVE

BY:

BY:

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

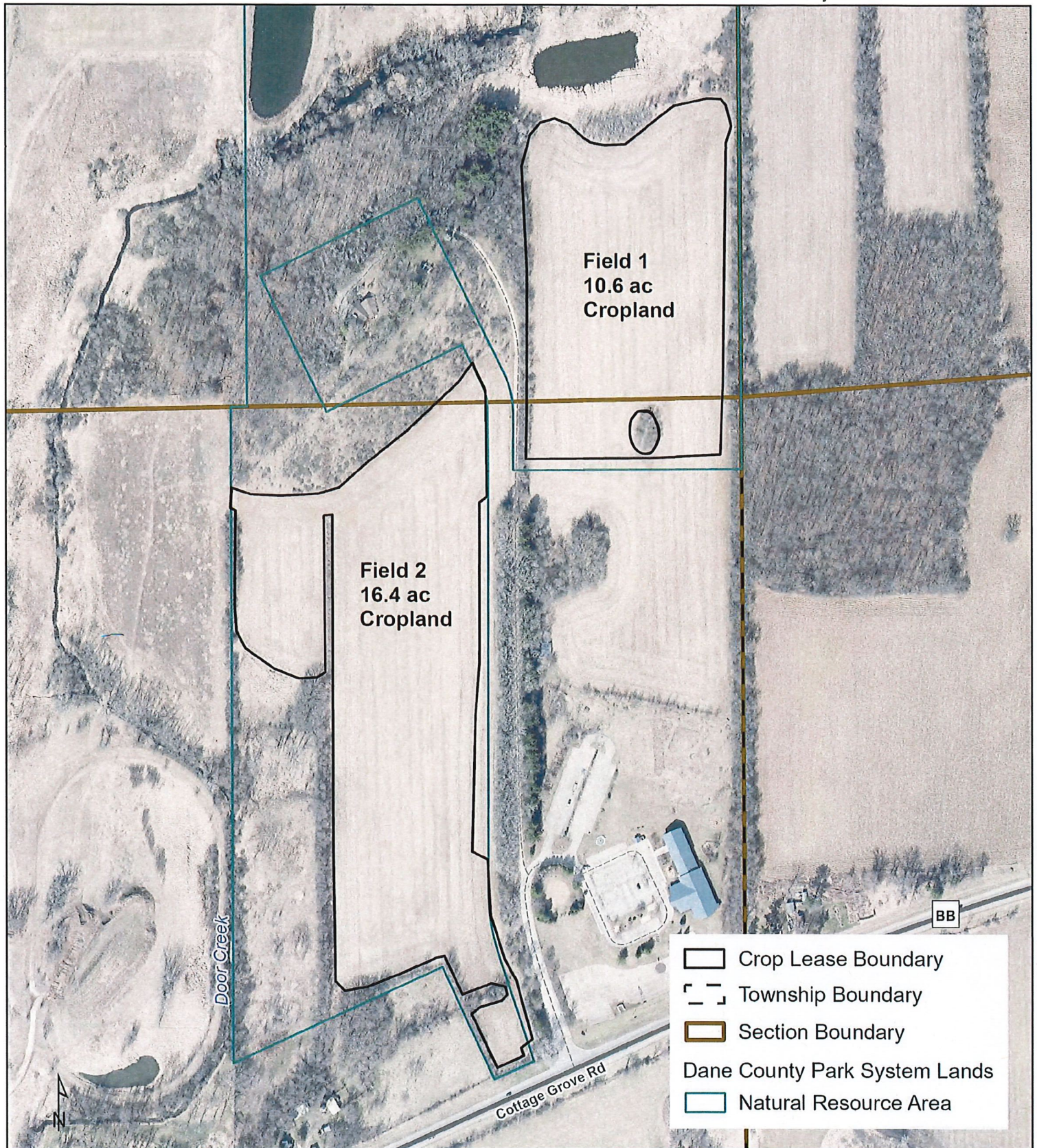


# Exhibit A, Dane County Lease Map

Property: Blooming Grove Drumlins NRA  
Owner: Dane County  
Lessee: Kendal Uphoff

Town: City of Madison  
Township/Range: 07N 10E  
Section: 1, 12

Date: 11/4/2025



0 250 500  
Feet



# Dane County Contract Cover Sheet

Revised 01/2025

Res 260

|                                  |  |         |       |
|----------------------------------|--|---------|-------|
| Dept./Division                   | LWRD / Admin   |         |       |
| Vendor Name                      | Krause Farms, LLC  | MUNIS # | 32613 |
| Brief Contract Title/Description | Four year crop lease to Krause Farms, LLC for 37.6 acres at Joyce Baer & George Socha Conservancy. |         |       |
| Contract Term                    | 1/1/2026 - 12/31/ 2029   |         |       |
| Contract Amount                  | \$8,400.00   |         |       |

|                                     |                      |
|-------------------------------------|----------------------|
| Contract #<br>Admin will assign     | 16099                |
| Type of Contract                    |                      |
| <input type="checkbox"/>            | Dane County Contract |
| <input type="checkbox"/>            | Intergovernmental    |
| <input type="checkbox"/>            | County Lessee        |
| <input checked="" type="checkbox"/> | County Lessor        |
| <input type="checkbox"/>            | Purchase of Property |
| <input type="checkbox"/>            | Property Sale        |
| <input type="checkbox"/>            | Grant                |
| <input type="checkbox"/>            | Other                |

|                                |                              |                            |                       |
|--------------------------------|------------------------------|----------------------------|-----------------------|
| Department Contact Information |                              | Vendor Contact Information |                       |
| Name                           | Sharene Smith                | Name                       | Randy Krause          |
| Phone #                        | 608-224-3761                 | Phone #                    | 608-235-1261          |
| Email                          | smith.sharene@danecounty.gov | Email                      | krausegmc@hotmail.com |
| Purchasing Officer             | Hazel Schuster               |                            |                       |

|                      |  |                   |  |
|----------------------|--|-------------------|--|
| Purchasing Authority | <input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)                              |                   |  |
|                      | <input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)     |                   |  |
|                      | <input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)                   | RFB/RFP #         |  |
|                      | <input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)                   |                   |  |
|                      | <input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)                                  |                   |  |
|                      | <input type="checkbox"/> Cooperative Contract  | Contract Name & # |  |
|                      | <input checked="" type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other |                   |  |

|            |       |      |      |       |    |
|------------|-------|------|------|-------|----|
| MUNIS Req. | Req # | Org: | Obj: | Proj: | \$ |
|            | Year  | Org: | Obj: | Proj: | \$ |
|            |       | Org: | Obj: | Proj: | \$ |

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

|  |   |       |      |
|--|---|-------|------|
| Resolution<br>Required if<br>contract exceeds<br>\$100,000 | <input type="checkbox"/> Contract does not exceed \$100,000   |       |      |
|  | <input type="checkbox"/> Contract exceeds \$100,000 – resolution required.                            | Res # | 260  |
|  | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet. | Year  | 2025 |

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

|                                  |   |
|----------------------------------|---|
| APPROVAL                         |   |
| Dept. Head / Authorized Designee |   |
| Smith, Sharene                   | Digitally signed by Smith, Sharene<br>Date: 2026.01.02 10:01:59 -06'00' |

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

|  |                 |                 |   |
|--|-----------------|-----------------|---|
| APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached |                 |                 |   |
| DOA:   | Date In: 1/5/26 | Date Out: _____ | <input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management |

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, January 5, 2026 3:58 PM  
**To:** Hicklin, Charles; Schuster, Hazel; Gault, David; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #16099  
**Attachments:** 16099.pdf

| Tracking: | Recipient         | Read                   | Response                  |
|-----------|-------------------|------------------------|---------------------------|
|           | Hicklin, Charles  |                        |                           |
|           | Schuster, Hazel   |                        |                           |
|           | Gault, David      | Read: 1/6/2026 8:41 AM | Approve: 1/6/2026 8:43 AM |
|           | Cotillier, Joshua | Read: 1/6/2026 2:46 PM | Approve: 1/6/2026 2:49 PM |
|           | Oby, Joe          |                        |                           |

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

Contract #16099  
Department: Land & Water Resources  
Vendor: Krause Farms LLC  
Contract Description: Crop Lease (Res 260)  
Contract Term: 1/1/26 – 12/31/29  
Contract Amount: \$8,400.00

Thanks much,  
Michelle

*Michelle Goldade*  
Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

## Goldade, Michelle

---

**From:** Hicklin, Charles  
**Sent:** Monday, January 5, 2026 3:59 PM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #16099

## Goldade, Michelle

---

**From:** Schuster, Hazel  
**Sent:** Tuesday, January 6, 2026 7:53 AM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #16099

**APPROVAL OF 2026 CROP LEASES ON COUNTY LAND**

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

Following are leases for 4 years, January 1, 2026 – December 31, 2029

**Anderson Farm County Park**

Sections 13 and 14, Town of Oregon, 101.9 acres

- Lease with existing Lessee to continue cropping and maintain grass buffers around fields;
- Rent is \$19,361.00 per year;
- Lessee: Double Shot Farms

**Blooming Grove Drumlins**

Sections 1 and 12, City of Madison, 27 acres

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- Lessee: Keaton Uphoff

**Joyce Baer & George Socha Conservancy**

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- Lease with existing Lessee to crop 17.5 tillable acres and maintain grasslands for 4 years;
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**Token Creek Natural Resource Area**

Section 3, Town of Burke, 28.76 acres

- Lease with existing Lessee to continue cropping for 4 years;
- Rent is \$5,924.56 per year for 4 years;
- Lessee: Ronald J. Treinen

Following is a lease for 5 years, January 1, 2026 – December 31, 2030

**Sugar River Wildlife Area**

Section 32, Town of Verona, 50.1 acres

- Lease with existing Lessee to continue cropping, maintain field buffers and waterways.
- Rent is \$7,515.00 per year;
- Lessee: Wagner Dairy Operations, LLC

Revenue from the above described leases is included in the 2026 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the Dane County Executive hereby authorize that Dane County enter into these leases;

**BE IT FURTHER RESOLVED** that the Dane County Executive and County Clerk are hereby authorized to execute the lease contracts set forth above;

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

**LEASE**

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

**WITNESSETH**

WHEREAS LESSOR is the owner of certain real property known as The Joyce Baer & George Socha Conservancy Area and partially described as follows:

That part of the NW1/4, that part of the SW1/4 and that part of the W1/2 of the SE1/4 of Sections 12 along with that part of the NW1/4 of the NW1/4 of Section 13, all in Township 8N, Range 12E, in the Town of Medina, Dane County, Wisconsin;

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 37.6 acres of which 17.5 acres are tillable and 20.1 acres are grassland, of the above-described land (said 37.6 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached map on Exhibit A;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of four (4) years, commencing as of the first day of January, 2026 and ending on the 31<sup>st</sup> day of December, 2029. LESSOR or LESSEE may terminate the lease without penalty at the end of any crop year.

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

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

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

**A. Nutrient Management**

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



- b. All leased acres shall be managed to not exceed tolerable soil loss ("T") as documented in the NMP.
    - c. All leased acres shall be managed to not exceed the phosphorus index (PI) as documented in the NMP.
  - 2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
  - 3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.
- B. LESSEE shall follow no till standards in accordance with USDA-NRCS [329 Residue and Tillage Management, No Till](#) conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:
- a. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
  - b. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
  - c. Maintain crop residue standing during the winter period to trap snow.
  - d. Intensive grazing and removal of crop residue by baling is not allowed.
  - e. Residue is not allowed to be shredded after harvest.
- C. Use of neonicotinoid treated seed or other neonicotinoid pesticides is prohibited.
- a. Seed labels must be submitted to LWRD prior to planting each year.
- D. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP:
- a. Field 1 shall be planted in corn/soybean rotation
  - b. Field 2 shall be planted in corn/soybean rotation
    - i. maintain 30 foot wide grass buffer on west, north and east boundary as depicted on map
  - c. Fields 950 and 952 shall be maintained as grassland
    - i. Mow or harvest at least once annually after August 1<sup>st</sup>
  - d. Field 951 shall be maintained as grassland
    - i. Mow minimum 20 foot wide perimeter trail monthly during the growing season as depicted on map
    - ii. Grass cuttings may be harvested and baled by LESSEE
- E. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.
- F. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.

- G. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- H. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- I. 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.
- J. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- K. 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.
- L. LESSEE agrees to provide the following additional services at the premises for public recreation or land management: None.

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

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

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent on 17.5 tillable acres, the amount of \$120.00 per acre per year, for a total of \$2,100.00 annually. Payments, in equal installments of \$1,050.00 are due and payable on the first day of March and the first day of June commencing March 1, 2026 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 5201 Fen Oak Drive, #208 Madison, WI 53718. Time is of the essence with respect to rental payments. Failure to make timely rental payments may result in termination of the lease and may also impact LESSEE's ability to secure future leases

**Section 8. ADJUSTMENTS.** There shall be no rental rate adjustments during the term of the lease. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the end of November for the next crop season. Acreage adjustments also may be made upon mutual agreement between LESSEE and LESSOR.

**Section 9. NOTICES.** All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to Krause Farms, LLC, 550 Canal Road, Marshall, WI 53559.

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

**Section 11. CONDITION OF PREMISES.** LESSEE has inspected the premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the premises in their present condition and to deliver the same in as good a condition at the termination of this lease. In its use of the premises, LESSEE shall follow practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures and shall refrain from any operation that will injure them.

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

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

Violation of any provision of this section shall constitute grounds for termination of this lease by LESSOR on thirty (30) days' advance written notice containing the reasons for the termination. In the event of cancellation, rent already paid shall be returned to LESSEE on a prorated basis. LESSOR or LESSEE may terminate this lease without penalty at the end of any crop year.

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

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

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

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

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

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

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

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

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

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

**Section 22. COPIES VALID.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

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

Dated this 23 day of November, 2025.

LESSEE

LESSOR

BY: Randy Krause  
Randy Krause  
Managing Member

BY: \_\_\_\_\_  
Melissa Agard  
COUNTY EXECUTIVE

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Scott McDonell  
COUNTY CLERK

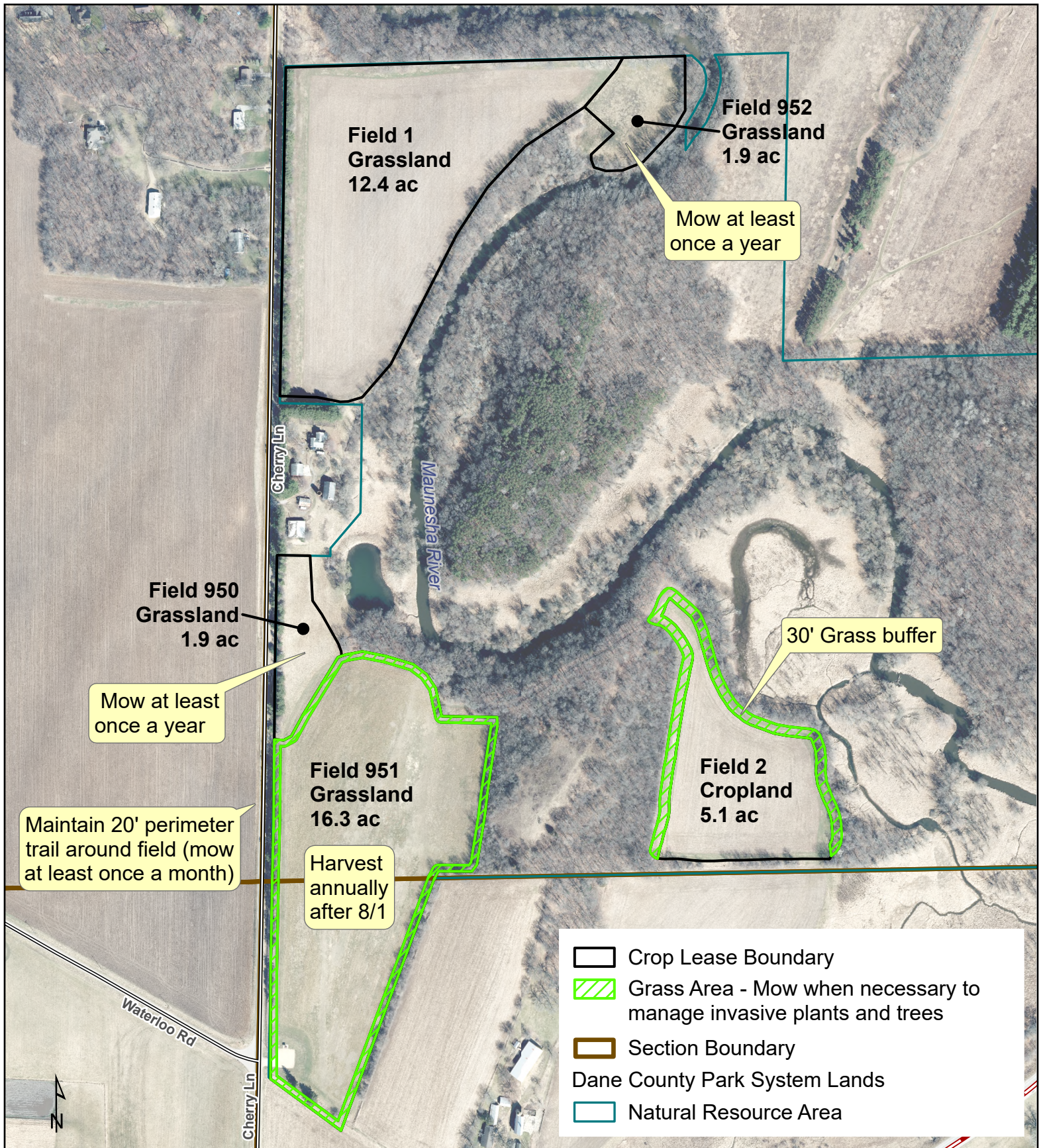


# Exhibit A, Dane County Lease Map

Property: Joyce Baer & George Socha Conservancy  
Owner: Dane County  
Lessee: Krause Farms, LLC

Town: Medina  
Township/Range: 08N 12E  
Section: 12

Date: 10/28/2025





# Dane County Contract Cover Sheet

Revised 01/2025

Res 260

|                                  |   |         |       |
|----------------------------------|---|---------|-------|
| Dept./Division                   | LWRD / Admin  |         |       |
| Vendor Name                      | Ronald J. Treinen   | MUNIS # | 25237 |
| Brief Contract Title/Description | Four year crop lease to Ronald J. Treinen for 28.76 acres at Token Creek Natural Resource Area. |         |       |
| Contract Term                    | 1/1/2026 - 12/31/ 2029  |         |       |
| Contract Amount                  | \$23,698.24   |         |       |

|                                     |                      |
|-------------------------------------|----------------------|
| Contract #<br>Admin will assign     | 16100                |
| Type of Contract                    |                      |
| <input type="checkbox"/>            | Dane County Contract |
| <input type="checkbox"/>            | Intergovernmental    |
| <input type="checkbox"/>            | County Lessee        |
| <input checked="" type="checkbox"/> | County Lessor        |
| <input type="checkbox"/>            | Purchase of Property |
| <input type="checkbox"/>            | Property Sale        |
| <input type="checkbox"/>            | Grant                |
| <input type="checkbox"/>            | Other                |

|                                |                              |                            |                        |
|--------------------------------|------------------------------|----------------------------|------------------------|
| Department Contact Information |                              | Vendor Contact Information |                        |
| Name                           | Sharene Smith                | Name                       | Ronald Treinen         |
| Phone #                        | 608-224-3761                 | Phone #                    | 608-628-7159           |
| Email                          | smith.sharene@danecounty.gov | Email                      | rtreinen0629@gmail.com |
| Purchasing Officer             | Hazel Schuster               |                            |                        |

|  |  |                   |  |
|--|--|-------------------|--|
| Purchasing Authority   | <input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)                          |                   |  |
|  | <input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required) |                   |  |
|  | <input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)               | RFB/RFP #         |  |
|  | <input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)               |                   |  |
|  | <input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)                              |                   |  |
|  | <input type="checkbox"/> Cooperative Contract  | Contract Name & # |  |
| <input checked="" type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other |  |                   |  |

|            |       |      |      |       |    |
|------------|-------|------|------|-------|----|
| MUNIS Req. | Req # | Org: | Obj: | Proj: | \$ |
|            | Year  | Org: | Obj: | Proj: | \$ |
|            |       | Org: | Obj: | Proj: | \$ |

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

|  |   |       |      |
|--|---|-------|------|
| Resolution<br>Required if contract exceeds \$100,000 | <input type="checkbox"/> Contract does not exceed \$100,000   |       |      |
|  | <input type="checkbox"/> Contract exceeds \$100,000 – resolution required.                            | Res # | 260  |
|  | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet. | Year  | 2025 |

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

|                                  |   |
|----------------------------------|---|
| APPROVAL                         |   |
| Dept. Head / Authorized Designee |   |
| Smith, Sharene                   | Digitally signed by Smith, Sharene<br>Date: 2026.01.02 10:01:59 -06'00' |

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

|  |                 |           |   |
|--|-----------------|-----------|---|
| APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached |                 |           |   |
| DOA:   | Date In: 1/5/26 | Date Out: | <input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management |

## Goldade, Michelle

---

**From:** Goldade, Michelle  
**Sent:** Monday, January 5, 2026 4:00 PM  
**To:** Hicklin, Charles; Schuster, Hazel; Gault, David; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #16100  
**Attachments:** 16100.pdf

| Tracking: | Recipient         | Read                   | Response                  |
|-----------|-------------------|------------------------|---------------------------|
|           | Hicklin, Charles  |                        |                           |
|           | Schuster, Hazel   |                        |                           |
|           | Gault, David      | Read: 1/6/2026 8:43 AM | Approve: 1/6/2026 8:43 AM |
|           | Cotillier, Joshua | Read: 1/6/2026 2:49 PM | Approve: 1/6/2026 2:51 PM |
|           | Oby, Joe          |                        |                           |

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

Contract #16100  
Department: Land & Water Resources  
Vendor: Ronald Treinen  
Contract Description: Crop Lease (Res 260)  
Contract Term: 1/1/26 – 12/31/29  
Contract Amount: \$23,698.24

Thanks much,  
Michelle

*Michelle Goldade*  
Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

## Goldade, Michelle

---

**From:** Hicklin, Charles  
**Sent:** Monday, January 5, 2026 4:28 PM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #16100



## Goldade, Michelle

---

**From:** Schuster, Hazel  
**Sent:** Tuesday, January 6, 2026 7:54 AM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #16100

**APPROVAL OF 2026 CROP LEASES ON COUNTY LAND**

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

Following are leases for 4 years, January 1, 2026 – December 31, 2029

**Anderson Farm County Park**

Sections 13 and 14, Town of Oregon, 101.9 acres

- Lease with existing Lessee to continue cropping and maintain grass buffers around fields;
- Rent is \$19,361.00 per year;
- Lessee: Double Shot Farms

**Blooming Grove Drumlins**

Sections 1 and 12, City of Madison, 27 acres

- Lease with existing Lessee to continue cropping for 4 years;
- Rent is \$4,185.00 per year;
- Lessee: Keaton Uphoff

**Joyce Baer & George Socha Conservancy**

Sections 12 and 13, Town of Medina, 37.6 acres

- Lease with existing Lessee to crop 17.5 tillable acres and maintain grasslands for 4 years;
- Rent is \$2,100.00 per year;
- Lessee: Krause Farms, LLC

**Token Creek Natural Resource Area**

Section 3, Town of Burke, 28.76 acres

- Lease with existing Lessee to continue cropping for 4 years;
- Rent is \$5,924.56 per year for 4 years;
- Lessee: Ronald J. Treinen

Following is a lease for 5 years, January 1, 2026 – December 31, 2030

**Sugar River Wildlife Area**

Section 32, Town of Verona, 50.1 acres

- Lease with existing Lessee to continue cropping, maintain field buffers and waterways.
- Rent is \$7,515.00 per year;
- Lessee: Wagner Dairy Operations, LLC

Revenue from the above described leases is included in the 2026 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the Dane County Executive hereby authorize that Dane County enter into these leases;

**BE IT FURTHER RESOLVED** that the Dane County Executive and County Clerk are hereby authorized to execute the lease contracts set forth above;

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

## L E A S E

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

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

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

Part of the SW1/4 of Section 3, Township 8N, Range 10E, Town of Burke, Dane County, Wisconsin, totaling approximately 68 acres, and

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 28.76 acres of the above-described land (said 28.76 acres hereinafter referred to as “the premises”) and which are more particularly shown on the attached map on Exhibit A;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of four (4) years, commencing as of the 1<sup>st</sup> day of January, 2026 and ending on the 31<sup>st</sup> day of December, 2029. LESSOR or LESSEE may terminate the lease without penalty at the end of any crop year.

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

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

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

#### A. Nutrient Management

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

2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
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- a. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
  - b. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
  - c. Maintain crop residue standing during the winter period to trap snow.
  - d. Intensive grazing and removal of crop residue by baling is not allowed.
  - e. Residue is not allowed to be shredded after harvest.
- C. LESSEE shall cease use of neonicotinoid treated seed or other neonicotinoid pesticides on the premises by 2027.
- a. Seed labels must be submitted to LWRD prior to planting each year.
- D. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP: Corn and soybean rotation.
- E. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.
- F. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.
- G. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- H. LESSEE shall confer with LWRD on land management issues or changes in land practices.
- I. 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.
- J. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- K. 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.
- L. LESSEE agrees to provide the following additional services at the premises for public recreation or land management: None.

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

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

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent the amount of \$206.00 per acre per year, for a total of \$5,924.56 annually. Payments, in equal installments of \$2,962.28 are due and payable on the first day of March and the first day of June commencing March 1, 2026 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 5201 Fen Oak Drive, #208 Madison, WI 53718. Time is of the essence with respect to rental payments. Failure to make timely rental payments may result in termination of the lease and may also impact LESSEE's ability to secure future leases

**Section 8. ADJUSTMENTS.** There shall be no rental rate adjustments during the term of the lease. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the end of October for the next crop season. Acreage adjustments also may be made upon mutual agreement between LESSEE and LESSOR.

**Section 9. NOTICES.** All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to Ronald J. 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 in writing, consented to by LESSOR.

**Section 11. CONDITION OF PREMISES.** LESSEE has inspected the premises and is familiar with the condition thereof and accepts the same as being in a good condition. LESSEE agrees to maintain the premises in their present condition and to deliver the same in as good a condition at the termination of this lease. In its use of the premises, LESSEE shall follow practices recommended by LWRD. LESSEE shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures and shall refrain from any operation that will injure them.

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

Violation of any provision of this section shall constitute grounds for termination of this lease by LESSOR on thirty (30) days' advance written notice containing the reasons for the termination. In the event of cancellation, rent already paid shall be returned to LESSEE on a prorated basis.

LESSOR or LESSEE may terminate this lease without penalty at the end of any crop year.

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

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

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

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

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

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

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

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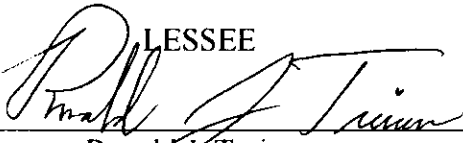
**Section 22. COPIES VALID.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction



was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

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

Dated this 4<sup>th</sup> day of October, 2025.

LESSEE  
BY:   
Ronald J. Treinen

LESSOR  
BY: \_\_\_\_\_  
Meliss Agard  
County Executive

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Scott McDonell  
County Clerk

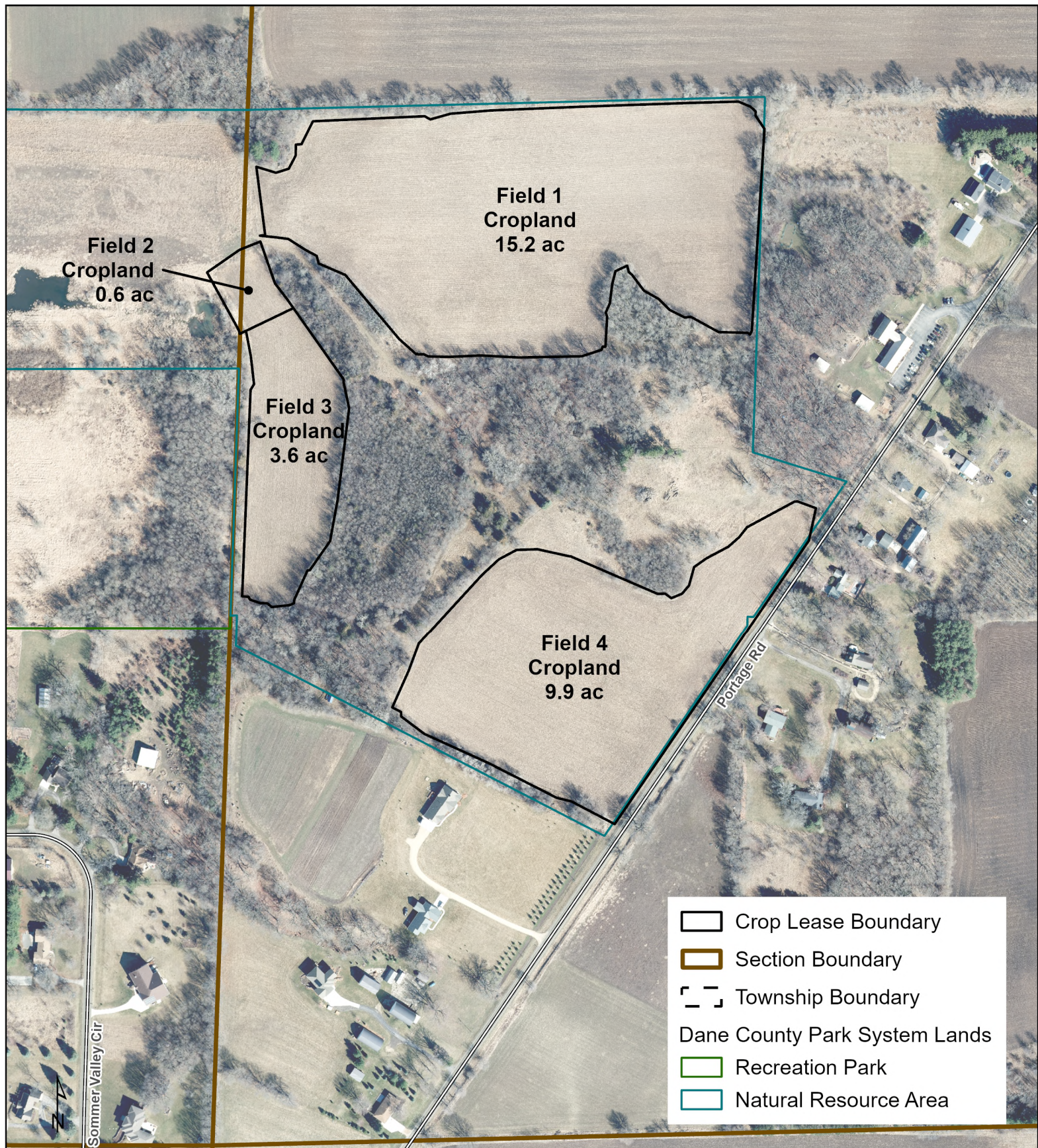


# Exhibit A, Dane County Lease Map

Property: Token Creek Natural Resource Area  
Owner: Dane County  
Lessee: Ronald Treinen

Town: Burke  
Township/Range: 08N 10E  
Sections: 3,4

Date: 8/21/2025



0 250 500  
Feet



# Dane County Contract Cover Sheet

Revised 01/2025

Res 260

|                                  |  |         |      |
|----------------------------------|--|---------|------|
| Dept./Division                   | LWRD / Admin   |         |      |
| Vendor Name                      | Wagner Dairy Operations, LLC   | MUNIS # | 7968 |
| Brief Contract Title/Description | Five year crop lease to Wagner Dairy Operations for 50.1 acres at Sugar River Wildlife Area. |         |      |
| Contract Term                    | 1/1/2026 - 12/31/ 2030   |         |      |
| Contract Amount                  | \$37,575.00  |         |      |

|                                     |                      |
|-------------------------------------|----------------------|
| Contract #<br>Admin will assign     | 16101                |
| Type of Contract                    |                      |
| <input type="checkbox"/>            | Dane County Contract |
| <input type="checkbox"/>            | Intergovernmental    |
| <input type="checkbox"/>            | County Lessee        |
| <input checked="" type="checkbox"/> | County Lessor        |
| <input type="checkbox"/>            | Purchase of Property |
| <input type="checkbox"/>            | Property Sale        |
| <input type="checkbox"/>            | Grant                |
| <input type="checkbox"/>            | Other                |

|                                |                              |                            |                          |
|--------------------------------|------------------------------|----------------------------|--------------------------|
| Department Contact Information |                              | Vendor Contact Information |                          |
| Name                           | Sharene Smith                | Name                       | Mark Wagner              |
| Phone #                        | 608-224-3761                 | Phone #                    | 608-212-3308             |
| Email                          | smith.sharene@danecounty.gov | Email                      | mark.wagner@agriking.com |
| Purchasing Officer             | Hazel Schuster               |                            |                          |

|                      |  |                   |  |
|----------------------|--|-------------------|--|
| Purchasing Authority | <input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)                              |                   |  |
|                      | <input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)     |                   |  |
|                      | <input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)                   | RFB/RFP #         |  |
|                      | <input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)                   |                   |  |
|                      | <input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)                                  |                   |  |
|                      | <input type="checkbox"/> Cooperative Contract  | Contract Name & # |  |
|                      | <input checked="" type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other |                   |  |

|            |       |      |      |       |    |
|------------|-------|------|------|-------|----|
| MUNIS Req. | Req # | Org: | Obj: | Proj: | \$ |
|            | Year  | Org: | Obj: | Proj: | \$ |
|            |       | Org: | Obj: | Proj: | \$ |

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

|  |   |       |      |
|--|---|-------|------|
| Resolution<br>Required if<br>contract exceeds<br>\$100,000 | <input type="checkbox"/> Contract does not exceed \$100,000   |       |      |
|  | <input type="checkbox"/> Contract exceeds \$100,000 – resolution required.                            | Res # | 260  |
|  | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet. | Year  | 2025 |

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

|                                  |   |
|----------------------------------|---|
| APPROVAL                         |   |
| Dept. Head / Authorized Designee |   |
| Smith, Sharene                   | Digitally signed by Smith, Sharene<br>Date: 2026.01.02 10:01:59 -06'00' |

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

|  |                 |                 |   |
|--|-----------------|-----------------|---|
| APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached |                 |                 |   |
| DOA:   | Date In: 1/5/26 | Date Out: _____ | <input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management |

## Goldade, Michelle

---

**From:** Goldade, Michelle  
**Sent:** Monday, January 5, 2026 4:02 PM  
**To:** Hicklin, Charles; Schuster, Hazel; Gault, David; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #16101  
**Attachments:** 16101.pdf

| Tracking: | Recipient         | Read                   | Response                  |
|-----------|-------------------|------------------------|---------------------------|
|           | Hicklin, Charles  |                        |                           |
|           | Schuster, Hazel   |                        |                           |
|           | Gault, David      | Read: 1/6/2026 8:43 AM | Approve: 1/6/2026 8:44 AM |
|           | Cotillier, Joshua | Read: 1/6/2026 2:51 PM | Approve: 1/6/2026 2:52 PM |
|           | Oby, Joe          |                        |                           |

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

Contract #16101  
Department: Land & Water Resources  
Vendor: Wagner Dairy Operations LLC  
Contract Description: Crop Lease (Res 260)  
Contract Term: 1/1/26 – 12/31/30  
Contract Amount: \$37,575.00

Thanks much,  
Michelle

*Michelle Goldade*  
Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.



## Goldade, Michelle

---

**From:** Hicklin, Charles  
**Sent:** Monday, January 5, 2026 4:28 PM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #16101

## Goldade, Michelle

---

**From:** Schuster, Hazel  
**Sent:** Tuesday, January 6, 2026 7:54 AM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #16101

**APPROVAL OF 2026 CROP LEASES ON COUNTY LAND**

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

Following are leases for 4 years, January 1, 2026 – December 31, 2029

**Anderson Farm County Park**

Sections 13 and 14, Town of Oregon, 101.9 acres

- Lease with existing Lessee to continue cropping and maintain grass buffers around fields;
- Rent is \$19,361.00 per year;
- Lessee: Double Shot Farms

**Blooming Grove Drumlins**

Sections 1 and 12, City of Madison, 27 acres

- Lease with existing Lessee to continue cropping for 4 years;
- Rent is \$4,185.00 per year;
- Lessee: Keaton Uphoff

**Joyce Baer & George Socha Conservancy**

Sections 12 and 13, Town of Medina, 37.6 acres

- Lease with existing Lessee to crop 17.5 tillable acres and maintain grasslands for 4 years;
- Rent is \$2,100.00 per year;
- Lessee: Krause Farms, LLC

**Token Creek Natural Resource Area**

Section 3, Town of Burke, 28.76 acres

- Lease with existing Lessee to continue cropping for 4 years;
- Rent is \$5,924.56 per year for 4 years;
- Lessee: Ronald J. Treinen

Following is a lease for 5 years, January 1, 2026 – December 31, 2030

**Sugar River Wildlife Area**

Section 32, Town of Verona, 50.1 acres

- Lease with existing Lessee to continue cropping, maintain field buffers and waterways.
- Rent is \$7,515.00 per year;
- Lessee: Wagner Dairy Operations, LLC

Revenue from the above described leases is included in the 2026 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the Dane County Executive hereby authorize that Dane County enter into these leases;

**BE IT FURTHER RESOLVED** that the Dane County Executive and County Clerk are hereby authorized to execute the lease contracts set forth above;

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

## L E A S E

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

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

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

The East ½ of the Southwest ¼ of Section 32, Township 6N, Range 8E, in the Town of Verona, Dane County, Wisconsin;

WHEREAS LESSEE desires to lease from LESSOR for the uses hereinafter set forth approximately 50.1 acres of the above-described land (said 50.1 acres hereinafter referred to as "the premises") and which are more particularly shown on the attached Lease map on Exhibit A;

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

**Section 1. TERM.** LESSOR does hereby demise and lease the premises to LESSEE for a term of four (5) years, commencing as of the first day of January, 2026 and ending on the 31<sup>st</sup> day of December, 2030. LESSOR or LESSEE may terminate the lease without penalty at the end of any crop year.

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

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

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

### A. Nutrient Management

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



2. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
  3. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in a NMP. Manure applications may be re-evaluated upon receipt of soil samples and a NMP. Manure shall not be stacked or stored on leased acres. Application of manure on saturated soils, snow covered or frozen ground is prohibited.
- B. LESSEE shall follow no till standards in accordance with USDA-NRCS [329 Residue and Tillage Management, No Till](#) conservation practice standard, unless specifically reviewed and approved by LWRD. No Till conservation practice standards include but are not limited to:
1. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
  2. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
  3. Maintain crop residue standing during the winter period to trap snow.
  4. Intensive grazing and removal of crop residue by baling is not allowed.
  5. Residue is not allowed to be shredded after harvest.
- C. LESSEE shall cease use of neonicotinoid treated seed or other neonicotinoid pesticides on the premises by 2027.
1. Seed labels must be submitted to LWRD prior to planting each year.
- D. LESSEE shall follow crop rotations provided by LESSOR and incorporated into LESSEE's NMP:
1. 2026 and 2027: corn
  2. 2028-2030: alfalfa
- E. LESSEE shall mow and maintain grassed waterways as depicted on the attached Exhibit A, Crop Lease Map and agrees to do the following:
1. Mow grasses to approximately 8 inches.
  2. 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.
  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.
  6. Retrain from using waterways as field access roads.
- F. LESSEE shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit A. This section does not apply to constructed grass waterways where the width of the vegetated buffer will vary based on the design and site conditions.
- G. LESSEE shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.
- H. LESSEE shall notify LESSOR of any resource concerns such as, but not limited to, soil erosion and gully formation.
- I. LESSEE shall confer with LWRD on land management issues or changes in land practices.

- J. 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.
- K. Trimming or removal of trees is strictly prohibited unless permission is granted by LESSOR.
- L. 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.
- M. LESSEE may be asked to provide services to LESSOR, including mowing or leveling trails and other park maintenance activities. If LESSEE agrees to said activities, LESSEE may request a reduction of rent or apply for reimbursement by providing a detailed invoice of services provided.
  - 1. LESSEE agrees to provide the following additional services at the premises for public recreation or land management:
    - a. Mow and maintain 15' perimeter trail around field

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

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

**Section 7. RENTAL PAYMENTS.** In consideration of LESSOR's agreement to lease the premises, LESSEE agrees to pay as rent the amount of \$150.00 per acre per year, for a total of \$7,515.00 annually. Payments, in equal installments of \$3,757.50 are due and payable on the first day of March and the first day of June commencing March 1, 2026 and continuing for the duration of the lease. Checks payable to Dane County Treasurer shall be sent to Dane County LWRD, Attn: Crop Leases, 5201 Fen Oak Drive, #208 Madison, WI 53718. Time is of the essence with respect to rental payments. Failure to make timely rental payments may result in termination of the lease and may also impact LESSEE's ability to secure future leases

**Section 8. ADJUSTMENTS.** There shall be no rental rate adjustments during the term of the lease. LESSOR reserves the right to remove lands from the lease in order to restore lands to prairie and may reduce the number of acres under the lease with notice to LESSEE by the September 30 for the next crop season. Acreage adjustments also may be made upon mutual agreement between LESSEE and LESSOR.

**Section 9. NOTICES.** All payments and notices required to be sent under this agreement shall be deemed delivered as of the date of postmark. Notices to LESSOR shall be sent to Dane County Land & Water Resources Department, Attn: Crop Leases, 5201 Fen Oak Drive, #208, Madison, WI 53718. Notices to LESSEE shall be sent to Wagner Dairy Operations, LLC, 7262 Schneider Road, Middleton, WI 53562.

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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 their present condition and to deliver the same in as good a condition at the termination of this



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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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSOR

BY: \_\_\_\_\_

Mark Wagner  
Wagner Dairy Operations, LLC

BY: \_\_\_\_\_

Melissa Agard  
COUNTY EXECUTIVE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Scott McDonell  
COUNTY CLERK

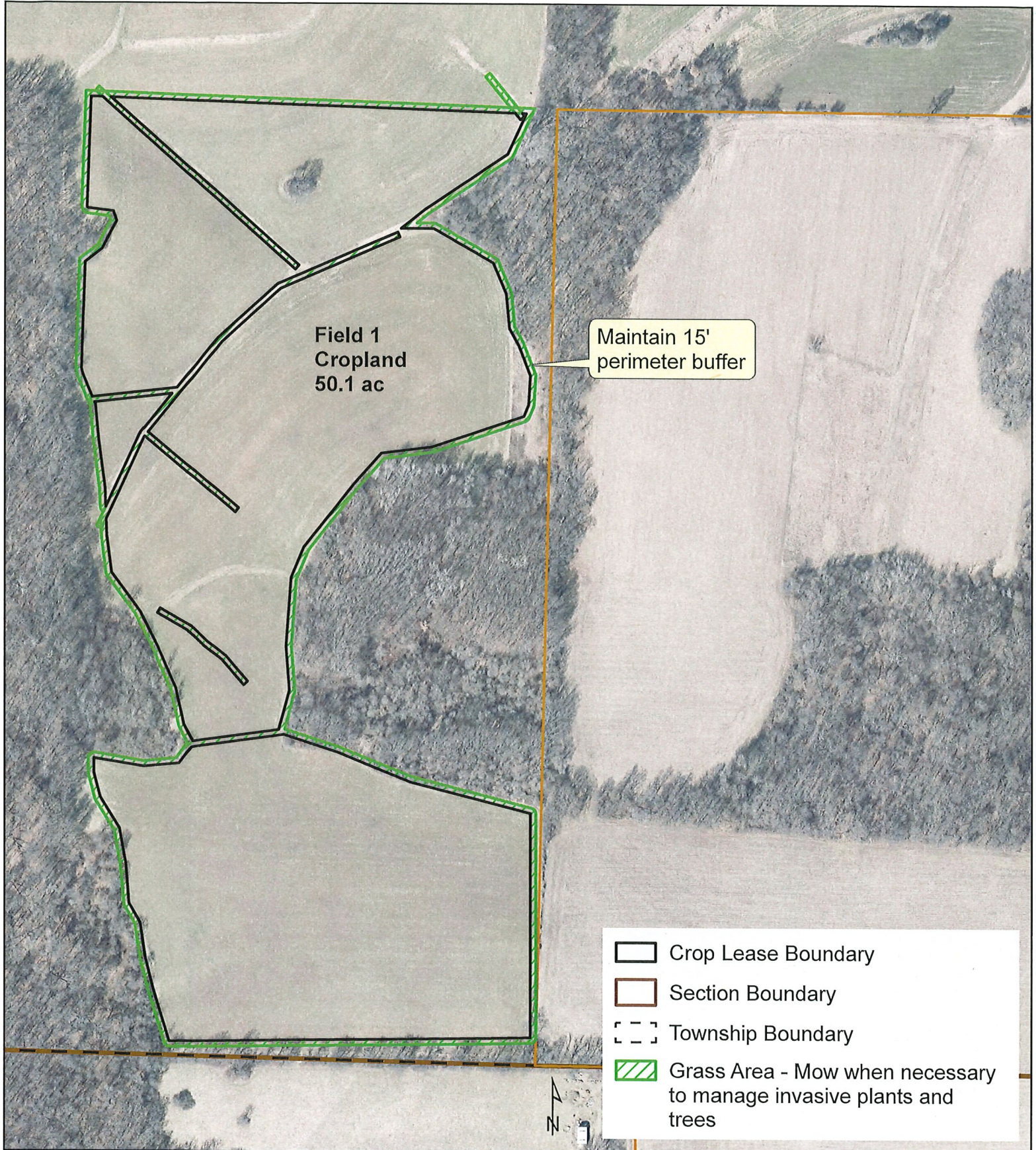


# Exhibit A, Dane County Lease Map

Property: Sugar River NRA  
Owner: Dane County  
Lessee: Wagner Dairy Operations, LLC

Town: Verona  
Township/Range: 06N 08E  
Section: 32

Date: 10/21/2025



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