

Agenda item #4

September 24, 2024

RESOLUTION NO. 2024-XX

**RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE
AUTHORIZING A NON-CASH LEASE FOR ONE COUNTY-OWNED PARCEL OF LAND FOR
RESEARCH AND DEMONSTRATION FARMING PURPOSES BY THE WATERSHED
PROTECTION COMMITTEE, FOR THE YEARS 2025-2028**

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, the Racine County Case Eagle Lake Park in the Village of Rochester has a site containing approximately 51.6 acres of farmland that will be used for demonstration and research farming by the Watershed Protection Committee, for a cost of zero dollars per year, for the years 2025-2028; and

WHEREAS, the agricultural use proposal for this site has been received and reviewed; and

WHEREAS Racine County cannot accept payment/revenue for farm leases in Case Eagle Park because the property was purchased with Land and Water Conservation (LAWCON) funds and to accept payment is a violation of the LAWCON program rules; and

WHEREAS, Racine County has adopted a uniform leasing policy for County-owned lands; and

WHEREAS, with the granting of this non-cash farmland lease, Racine County continues the four-year lease program, all with the same beginning and ending sequence, as established by Resolution No. 87-132; and

WHEREAS, Racine County and/or the farmland tenant reserve the right to terminate said contract if there is non-compliance with the lease terms or for any other reason deemed appropriate by the Public Works, Parks, and Facilities Committee.

THEREFORE, BE IT RESOLVED by the Racine County Board of Supervisors that a non-cash lease for the following property be granted to the Watershed Protection Committee as set forth in Exhibit "A", that is attached hereto and incorporated herein, is authorized and approved; and

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the terms of the leases shall include:

1. That the lease shall be for a four-year period (2025, 2026, 2027 and 2028).
2. That lessee shall have access to the subject parcel upon adoption of this resolution.
3. Such other terms and conditions as the Racine County Corporation Counsel and the Public Works and Development Services Director deem necessary and appropriate; and

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements, amendments, or other documents necessary to carry

Agenda item #4

1 out the intent of this resolution.
2 Resolution No. 2024-XX
3 Page Two

Respectfully submitted,

**PUBLIC WORKS, PARKS AND FACILITIES
COMMITTEE**

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6 1st Reading _____

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8 2nd Reading _____

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10 **BOARD ACTION**

Eric Hopkins, Chairman

11 Adopted _____

12 For _____

13 Against _____

14 Absent _____

Scott Maier, Vice-Chairman

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16 VOTE REQUIRED: Majority

Taylor Wishau, Secretary

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18 Prepared by:
19 Development Services

Ernie Rossi

Tom Rutkowski

Greg Horeth

Gary Kolb

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31 **The foregoing legislation adopted by the County Board of Supervisors of
32 Racine County, Wisconsin, is hereby:**

33 **Approved:** _____

34 **Vetoed:** _____

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36 **Date:** _____,

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39 _____
Tom Roanhouse, County Executive

RESOLUTION 2024-XX

“EXHIBIT A”

NON-CASH FARMLAND LEASE

Case Eagle Park Site

I. DATE, CONTRACTING PARTIES, PROPERTY DESCRIPTION, TERMS, AND EXTENT OF THE LEASE.

1. This Lease is made on this th day of , 2025, between RACINE COUNTY, a quasi-municipal corporation (hereinafter called the LESSOR) and The Watershed Protection Committee of Racine County (hereinafter called the LESSEE).
2. The LESSOR, in consideration of the agreements with the LESSEE hereinafter set forth, hereby leases to the LESSEE to occupy and use for agricultural research/demonstration purposes only, farmland containing approximately 51.6 acres, located in Racine County, Wisconsin, a portion of parcel identification number 176031911005020 and 176031911321000 (hereinafter referred to as the PREMISES).
3. The term of this Lease shall be for an initial four (4) years, which includes the 2025, 2026, 2027, and 2028 growing seasons.
4. The terms of this Lease shall be binding on the heirs, personal representatives, successors, and assigns of both the LESSOR and the LESSEE, in the same manner as upon the original parties.
5. The LESSEE shall neither assign this Lease to any person or persons, nor sublet any part of the real estate for any purpose without written consent of the LESSOR.
6. No Partnership Established. The terms of this Lease shall not be construed as establishing a partnership relation between the LESSOR and the LESSEE, and neither party is to be held liable for any debts or obligations incurred by the other without written consent.
7. The LESSOR agrees that use of this farmland is for agricultural research, demonstration farming and educational purposes only. Composting piles are NOT approved as part of the lease on said PREMISES.

II. AMOUNT OF RENT, PAYMENT SCHEDULE, AND OVERDUE PAYMENTS.

1. The annual cash rent for the PREMISES to be paid by the LESSEE to the LESSOR is zero dollars; However, the LESSEE is responsible for any and all site preparation and restoration throughout the term of the lease period.

III. RIGHTS AND PRIVILEGES

1. The LESSOR or anyone designated by it shall have the right of entry at any reasonable time to inspect the PREMISES and/or the farming methods being used.
2. The LESSEE shall avoid cutting live nor fallen trees and shall not market timber, gravel, or any other part of the PREMISES. The LESSEE shall not have any above or below ground mineral rights. The LESSEE shall coordinate removal of invasive plants or dead trees with Racine County Parks staff.
3. The LESSEE shall have the right to erect, maintain, and remove at their own expense, temporary fence and moveable buildings on the PREMISES, provided that the erection and removal of such fence or buildings do not damage the LESSOR's property in any way. Any type of temporary or other housing is prohibited on the PREMISES. The LESSEE must obtain any permits or approvals required for temporary fence or moveable structures on the PREMISES.
4. If this Lease is terminated before the end of the normal production year, the LESSEE shall have the right of entry for the purpose of harvesting crops seeded before termination of the Lease in accordance with normal farm practices, or to transfer his interest in such annual crops to either the LESSOR or to the succeeding LESSEE, provided that the LESSEE does not interfere with normal field operations of the succeeding season. If the LESSEE, in view of approaching termination of the Lease, fails to plant crops in a timely manner and in accordance with accepted farming practices, the LESSOR or its designated agent shall have the right of entry to declare the contract void and forfeited.

IV. LESSOR AGREES AS FOLLOWS:

1. Taxes and Insurance: To pay all the taxes and assessments against the real estate, all taxes on the LESSOR's personal property on the PREMISES, and at the LESSOR's option, premiums for the insurance carried on any LESSOR-owned buildings located on the PREMISES.

V. LESSEE AGREES AS FOLLOWS:

1. The LESSEE shall furnish all labor and material for any necessary minor repairs and for minor improvements to any buildings, fences, or drains on the PREMISES.
2. The LESSEE shall keep the buildings, fences, and other improvements on the PREMISES in the same state of repair and condition as they were at the beginning of the Lease, or as they may be improved during the term of the Lease, with ordinary wear and tear excepted.
3. The LESSEE shall haul to the PREMISES, except when other arrangements are agreed to with the LESSOR, any material provided by the LESSOR for the minor repair or the minor

improvement of buildings, fences, and drains, and do all the necessary hauling on the PREMISES at no expense to the LESSOR.

4. The LESSEE shall cut, spray, or otherwise control noxious weeds before they go to seed; cut or control weeds in lots, around buildings, and along roadsides whenever necessary to prevent re seeding. "Noxious weeds" are those defined in the Wisconsin Statutes and public notes.
5. The LESSEE shall farm the PREMISES in conformance with a conservation plan of operations. This plan must specify crop rotation, nutrient and pest management, tillage methods, and specific best management practices. The LESSEE must meet with Racine County Land Conservation staff to develop a conservation plan to meet tolerable soil loss levels, achieve water quality goals and meet resource needs. This plan must be approved by the County Conservationist.
6. The LESSEE shall not add electrical wiring, plumbing, or heating to any buildings without the consent of the LESSOR. If consent is given, such additions must meet standards and requirements of applicable laws, ordinances, and codes. The LESSEE agrees to the designation of areas on the PREMISES to be set aside by the LESSOR for the operation of the existing recreational trail on the PREMISES, and the LESSEE takes the PREMISES subject to this easement for other winter activities. The LESSEE agrees to inform the LESSOR if the LESSEE has applied or intends to apply to the PREMISES Atrazine, Treflan or similar chemicals, which can effect the crops grown in succeeding years. The LESSEE will also inform the LESSOR as to crops grown or intended to be grown on the PREMISES.
7. The LESSEE is responsible for damage to the PREMISES arising out of negligence of the LESSEE with ordinary wear and tear excepted.
8. The LESSEE is to develop and follow a certified nutrient management plan in accordance with the NRCS 590 Standard. A copy of the plan is to be provided to the LESSOR every four (4) years. Failure to submit a certified nutrient management plan will make the LESSEE ineligible to bid in the next lease cycle.

VI. MISCELLANEOUS

1. Alterations. The LESSEE shall make no alterations to the leased PREMISES without the LESSOR's written consent, which consent shall not be unreasonably withheld.
2. Fire or Other Casualty. Inasmuch as the PREMISES are leased primarily for agricultural research and demonstration purposes, the lease herein provided shall not abate in the event of fire or other casualty which shall destroy all or part of the PREMISES.

3. Condition of Premises at Termination. At the expiration of this lease, the LESSEE will quit and surrender the PREMISES in the same state of repair and condition as they were at the beginning of the lease, or as they may be improved during the term of the lease (such as planted as a prairie), with ordinary wear and tear expected.

4. Claim for Injuries. The LESSEE shall purchase a general liability policy effective upon execution of the contract covering all demonstration farming and agricultural research operations. The LESSEE shall name the LESSOR as an additional insured and demonstrate evidence of purchase of said insurance at the time of payment of rent. A copy of the Certificate of Insurance shall be provided to Racine County for inclusion in the file.

5. Indemnification by LESSEE: LESSEE agrees to protect and save the LESSOR harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by the LESSEE or those holding under the LESSEE. LESSEE further agrees to protect, indemnify, and save the LESSOR harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands, and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by the LESSOR, arising out of any failure of the LESSEE in any respect to comply with and perform all of the requirements and provisions of this lease, and against any and all loss, damage expense, liabilities, demands, and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by the LESSOR resulting from injury of death of persons or damage to property, including without limitation the person and property of the LESSEE, its agents, employees, and invites, occurring on the leased PREMISES or on the adjoining sidewalks, streets, alleys, or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the leased PREMISES, or any part thereof, or any improvement now or hereafter located thereon by the LESSEE or any person holding under the LESSEE. LESSEE further agrees to indemnify and hold LESSOR harmless against any and all liabilities which may arise by virtue of environmental degradation of the leased PREMISES or surrounding area caused by actions or omissions of LESSEE. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by the LESSEE. Liability shall also extend to any claims filed against Racine County or to the LESSEE by third-parties alleging damages to such parties arising out of the actions of the LESSEE.

6. Insurance: The LESSEE shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the LESSOR covering the leased PREMISES and providing coverage with combined single limits of \$2,000,000 for bodily injury and property damage. The County shall be

afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event the LESSOR reasonably anticipates that such coverage is inadequate, the LESSEE shall, upon written request of the LESSOR, increase such insurance to amounts reasonably requested by the LESSOR. Such policy shall name the LESSOR as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to the LESSOR prior to the execution of this lease for review and approval by the Racine County Public Works and Development Services Department.

VII. TERMINATION OF AGREEMENT

1. Grounds upon Default. Failure on the part of either party to perform any of the terms, covenants, or conditions covered by this Lease, shall constitute grounds for termination thereof, at the option of either party.

2. Lessor Option to Terminate. The LESSOR reserves the right to terminate this lease during the term of the Lease if the LESSOR wishes to sell all or part of the PREMISES or use the PREMISES for some other County purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

RACINE COUNTY

LESSEE

by: _____

by: _____

Name

Address

City, State, Zip

Name

Address

City, State, Zip