

## **INFORMATION SHEET FOR DOROTHY CARNES PARK FARMLAND BIDS**

### **INTRODUCTION**

The Jefferson County Parks Department is seeking bids for the rental of approximately 55 acres of workable farmland in Jefferson County, Wisconsin. Interested persons may submit proposals to the Jefferson County Parks Department Office, Room 1060, Jefferson County Courthouse, Jefferson, Wisconsin, until 9:00 A.M. Wednesday February 25<sup>th</sup> 2026. A formal lease or leases between the successful bidder and Jefferson County will be executed after County Board approval on March 10<sup>th</sup>, 2026.

### **FACTORS TO BE CONSIDERED**

Representatives of the County of Jefferson will attempt to negotiate one or more leases which are satisfactory to the County of Jefferson. Some of the factors to be considered are as follows:

1. The amount of cash rent.
2. The type of farming operation to be conducted on the land.
3. The past farming record of the person making the proposal.
4. The compatibility of the proposed type of farming operation with the existing county uses of adjacent land.
5. The financial status of the person making the proposal as it relates to such person's ability to fulfill the terms of the lease.
6. The proximity of the residence of the person making the proposal.

### **LIMITATIONS TO BE IMPOSED**

1. Jefferson County is limiting proposals to the planting of cash crops such as soy beans, corn, or alfalfa.
2. The property shall be farmed in accordance with the Farmland Conservation Plan available from the Land & Water Conservation Department.
3. No crop irrigation shall be permitted. No exotic species shall be planted.
4. The land must be farmed by the Lessee and his/her employees, and no assignment or subleasing shall be permitted without County approval. No crops shall be raised under a canning contract.

## **TERM AND RENTAL PAYMENTS**

The lease shall be for a term of three years (36) months. It shall commence on March 11th, 2026 and terminate on February 1<sup>st</sup> 2029, or when the final crops have been removed from the field. The total rent shall be divided into six (6) semiannual installments. A certified check or a bank money order in the sum of 10 percent of one year's rent payable to the Jefferson County Treasurer shall accompany each bid. Such check will be returned within 30 days to all persons except the successful bidder.

- 50% of the first years rent shall be paid upon execution of the lease based on the schedule provided in the lease agreement (less the 10% already paid), and
- the remaining 50% of the first annual payment shall be paid no later than October 1, of each year or before beginning removal of grain crops, whichever is earlier.

## **DESCRIPTION OF PROPERTY TO BE LEASED**

1. Approximately 55 acres at W6737 Keisling Road, Town of Jefferson

## **CONDITIONS**

1. The lease between the parties will contain a provision allowing the County, during the term of the lease, to withdraw portions of the land otherwise leased, for construction of buildings, sale including condemnation for highway purposes or other County uses. The County will attempt to make any such withdrawal of land from the lease at a time when crops are not growing on the land. After any such withdrawal, rent payments shall be reduced based on the ratio of the amount of land withdrawn to the total area leased times the rent per acre as calculated by the rental payment divided by the estimated number of acres leased. Lessee shall be further compensated for partial year rent paid if applicable and inputs made to the land for the next crop season at Lessee's cost per acre for said inputs. No lost profit will be awarded. In the event Lessor and Lessee are unable to agree on the appropriate compensation, the matter will be settled by binding arbitration. Each party will choose an arbitrator. The two selected shall choose a third person. The three arbitrators shall render their decision within a reasonable time, which decision shall be final and binding upon the parties. Any costs of arbitration shall be split equally between Lessor and Lessee.

2. The lease will contain a provision providing for liquidated damages payable by lessee of \$50 per acre for each acre exceeding soil loss tolerances in the Conservation Plan. Lessor may, at its option, declare a breach of the lease and terminate the lease if material amounts of property exceed soil loss tolerances. Lessor may, at its option, in lieu of termination, assess the liquidated damages set forth herein.

3. The County shall have access over the leased property during periods when crops are not present on the leased property to county lands not subject to the lease which need weed control or for survey purposes.
4. The County may grant access over the property after harvest is completed to others to hunt in Parks Department programs, on adjacent park Property.
5. No manure, soil amendments, or other nutrients will be allowed to be added to the property once crops are removed in the fall of 2028.

## **RESERVATIONS**

The County of Jefferson reserves the right to reject any or all proposals and to accept one or more proposals deemed to be in the best interest of the County of Jefferson. The County also reserves the right to impose provisions in the lease which are not specifically set forth in this information sheet. The County neither expressly nor impliedly warrants the acreage set forth herein. This lease shall be deemed between the parties to be a lease in gross, wherein the Lessee (the successful bidder) takes the risk of shortage, and the Lessor (Jefferson County) takes the risk of overage in the acreage determination. No adjustment shall be made for any claim based on poor yields alleged to have been caused by improper drainage or poor soil.

JEFFERSON COUNTY