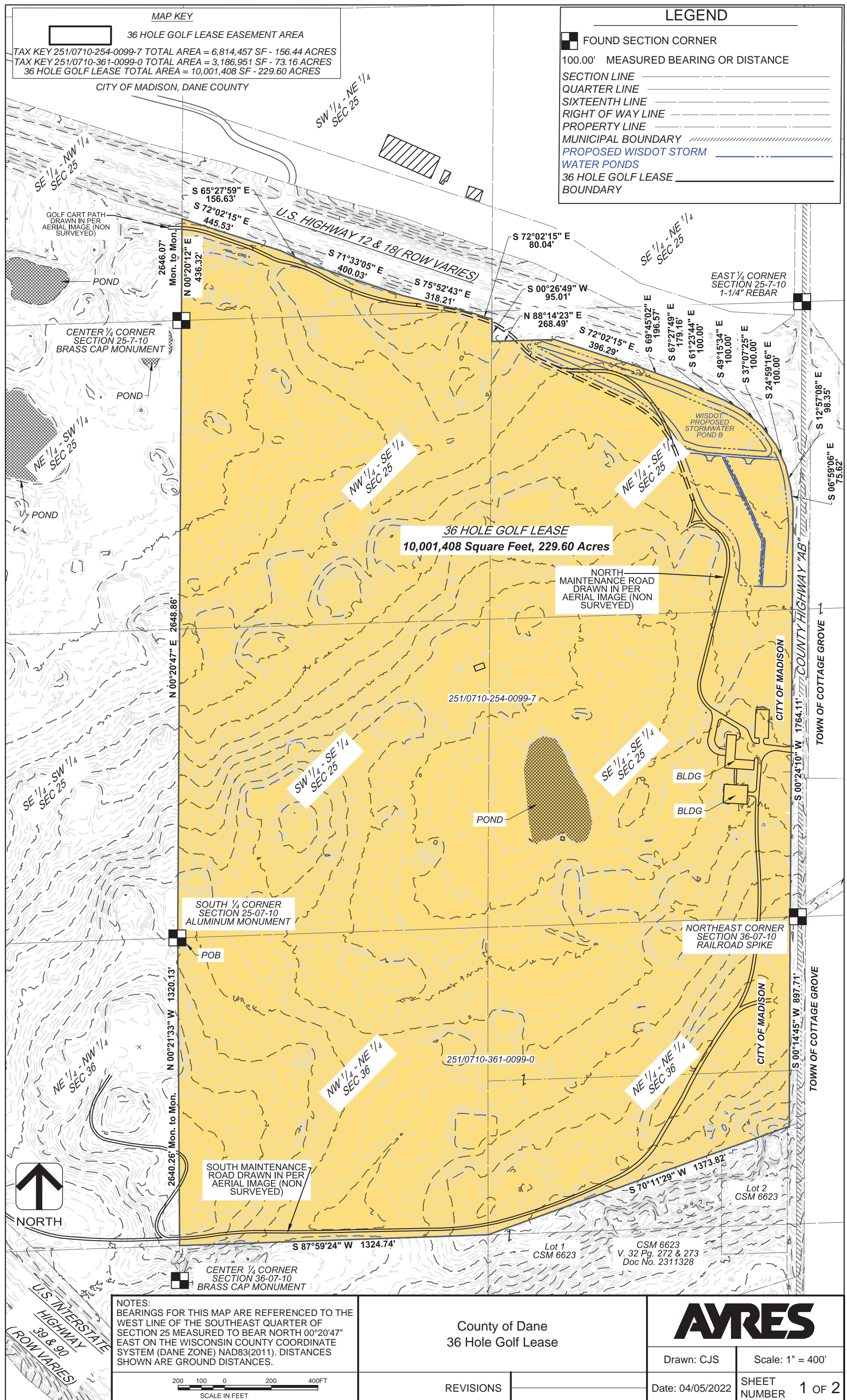


EXHIBIT B

Map of Leased Premises – 36 holes



TAX PARCELS 251/0710-254-0099-7 & 251/0710-361-0099-0
36 HOLE GOLF LEASE LEGAL DESCRIPTION:
Part of the Southwest Quarter of the Northeast Quarter, a part of the Northwest Quarter of the Southeast Quarter, a part of the Northeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, a part of the Southeast Quarter of the Southeast Quarter of Section 25, the Northwest Quarter of the Northeast, a part of the Northeast Quarter of the Northeast Quarter of Section 36, all in Township 07 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

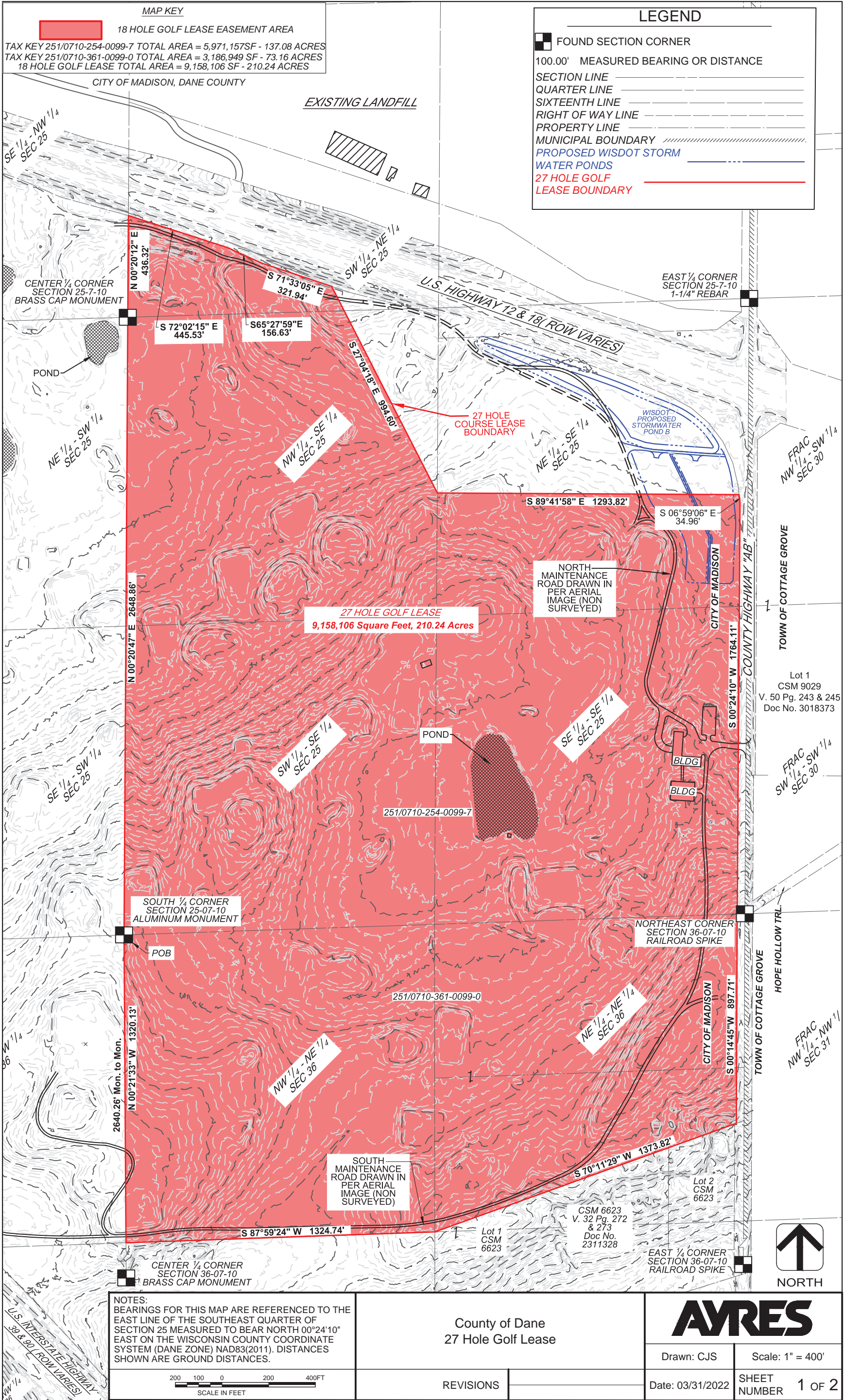
Beginning at South Quarter corner of Section 25 ;
thence North 00°20'47" East, along the West line of the Southeast Quarter of said Section, 2648.86 feet to the Center Quarter corner of said Section;
thence North 00°20'12" East, along the West line of the Northeast Quarter of said Section, 436.32 feet to the Southerly right of way line of United States Highway 12 & 18;
thence along said Southerly right of way line for the next 16 courses;
South 72°02'15" East, 445.53 feet;
South 65°27'59" East, 156.63 feet;
South 71°33'05" East, 400.03 feet;
South 75°52'43" East, 318.21 feet;
South 72°02'15" East, 80.04 feet;
South 00°26'49" West, 95.01 feet;
North 88°14'23" East, 268.49 feet;
South 72°02'15" East, 396.29 feet;
South 69°45'02" East, 196.57 feet;
South 67°27'49" East, 179.16 feet;
South 61°23'44" East, 100.00 feet;
South 49°15'34" East, 100.00 feet;
South 37°07'25" East, 100.00 feet;
South 24°59'16" East, 100.00 feet;
South 12°57'08" East, 98.35 feet;
South 06°59'06" East, 75.62 feet to the West right of way line of County Highway AB;
thence South 00°24'10" West, along said right of way line 1764.11 feet;
thence continuing along said right of way line, South 00°14'45" West, 897.71 feet to the Northeast corner of Certified Survey Map 6623, recorded in Volume 32 of Certified Survey Maps on Pages 272 and 273 as Document 2311328;
thence South 70°11'29" West, along the North line of said Certified Survey Map 6623 1373.82 feet to the Southeast corner of the Northwest Quarter of the Northeast Quarter;
thence South 87°59'24" West, along the South line of said Northwest Quarter of the Northeast Quarter, 1324.74 feet to the Southwest corner of said Northwest Quarter of the Northeast Quarter;
thence North 00°21'33" West, along the West line of said Northwest Quarter of the Northeast Quarter, 1320.13 feet to South Quarter corner of said Section 25 and the **Point of Beginning**.

The described land contains 10,001,408 square feet or 229.60 acres, more or less, and is subject to restrictions, reservations, rights-of-way and easements of records.

	County of Dane 36 Hole Golf Lease		<div>AYRES</div>	
			Drawn: CJS	Scale = NA
		REVISIONS	Date: 04/05/2022	SHEET NUMBER 2 OF 2

EXHIBIT C

Map of Leased Premises – 27 holes



TAX PARCELS 251/0710-254-0099-7 & 251/0710-361-0099-0

27 HOLE GOLF LEASE LEGAL DESCRIPTION:

A part of the Dane County Sustainability Campus Plat, recorded in Volume _____ of Plats on Pages_____ as Document_____, being located in part of the Southwest Quarter of the Northeast Quarter, a part of the Northwest Quarter of the Southeast Quarter, a part of the Northeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, a part of the Southeast Quarter of the Southeast Quarter of Section 25, the Northwest Quarter of the Northeast, a part of the Northeast Quarter of the Northeast Quarter of Section 36, all in Township 07 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

Beginning at the South Quarter corner of Section 25 ;
thence North 00°20'47" East, along the West line of the Southeast Quarter of said Section, 2648.86 feet to the Center Quarter corner of said Section;
thence North 00°20'12" East, along the West line of the Northeast Quarter of said Section, 436.32 feet to the Southerly right of way line of United States Highway 12 and 18;
thence along said Southerly right of way line for the next three courses;
South 72°02'15" East, 445.53 feet;
South 65°27'59" East, 156.63 feet;
South 71°33'05" East, 321.94 feet;
thence South 27°04'18" East, 994.60 feet;
thence South 89°41'58" East, 1293.82 feet to the West right of way line of County Highway AB;
thence along said West right of way line for the next three courses;
South 06°59'06" East, 34.96 feet;
South 00°24'10" West, 1764.11 feet;
thence South 00°14'45" West, 897.71 feet to the Northeast corner of Certified Survey Map 6623, recorded in Volume 32 of Certified Survey Maps on Pages 272 and 273 as Document 2311328;
thence South 70°11'29" West, along the North line of said Certified Survey Map 6623, 1373.82 feet to the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 36;
thence South 87°59'24" West, along the South line of said Northwest Quarter of the Northeast Quarter, 1324.74 feet to the Southwest corner of said Northwest Quarter of the Northeast Quarter;
thence North 00°21'33" West, along the West line of said Northwest Quarter of the Northeast Quarter, 1320.13 feet to the South Quarter corner of said Section 25 and the **Point of Beginning**.

The described land contains 9,158,106 square feet or 210.24 acres, more or less, and is subject to restrictions, reservations, rights-of-way and easements of records.


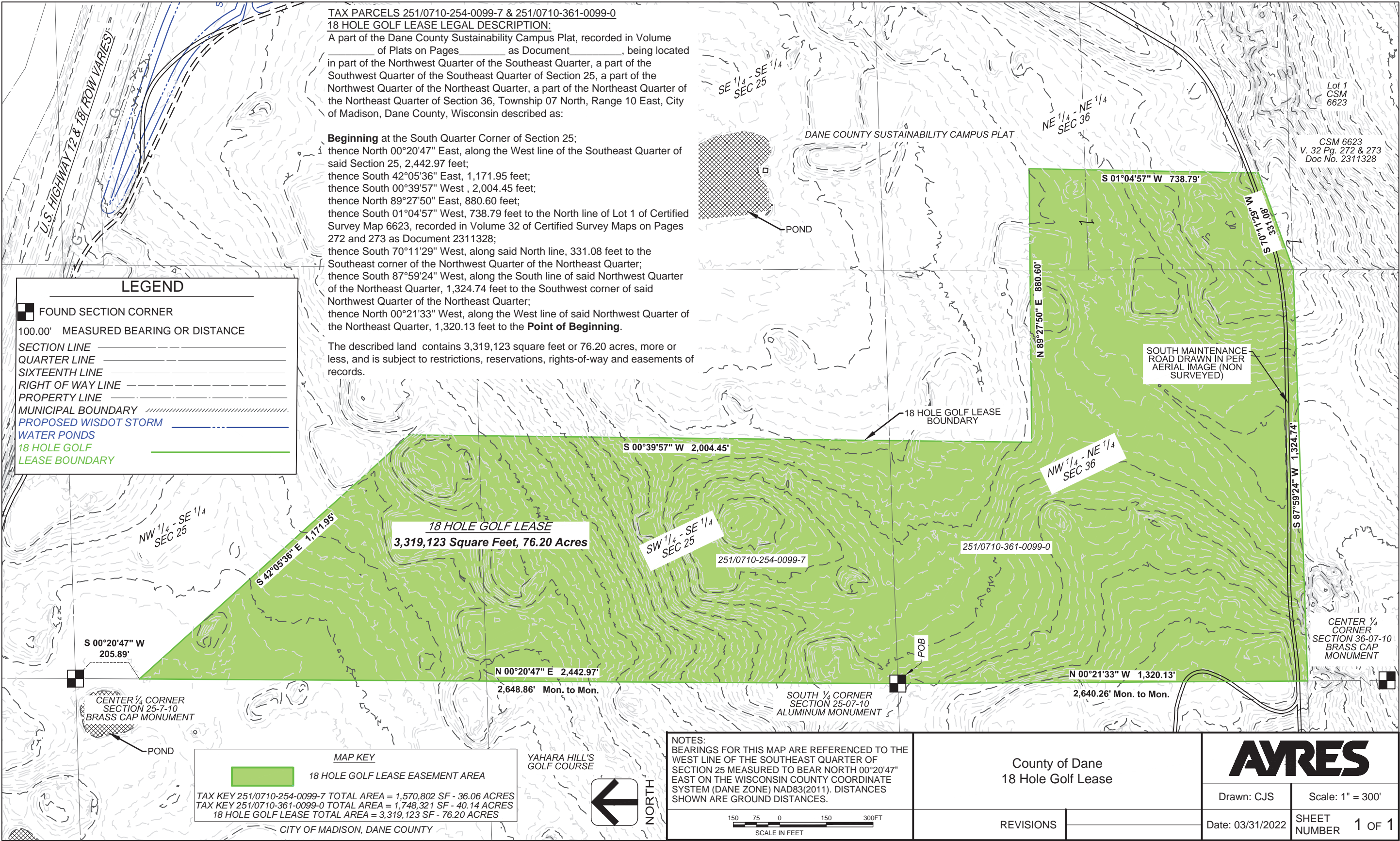
	County of Dane 27 Hole Golf Lease			
			Drawn: CJS	Scale: NA
		REVISIONS	Date: 03/31/2022	SHEET NUMBER 2 OF 2

EXHIBIT D

Map of Leased Premises – 18 holes



TAX PARCELS 251/0710-254-0099-7 & 251/0710-361-0099-0
18 HOLE GOLF LEASE LEGAL DESCRIPTION:
A part of the Dane County Sustainability Campus Plat, recorded in Volume _____ of Plats on Pages _____ as Document _____, being located in part of the Northwest Quarter of the Southeast Quarter, a part of the Southwest Quarter of the Southeast Quarter of Section 25, a part of the Northwest Quarter of the Northeast Quarter, a part of the Northeast Quarter of the Northeast Quarter of Section 36, Township 07 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

Beginning at the South Quarter Corner of Section 25;
thence North 00°20'47" East, along the West line of the Southeast Quarter of said Section 25, 2,442.97 feet;
thence South 42°05'36" East, 1,171.95 feet;
thence South 00°39'57" West , 2,004.45 feet;
thence North 89°27'50" East, 880.60 feet;
thence South 01°04'57" West, 738.79 feet to the North line of Lot 1 of Certified Survey Map 6623, recorded in Volume 32 of Certified Survey Maps on Pages 272 and 273 as Document 2311328;
thence South 70°11'29" West, along said North line, 331.08 feet to the Southeast corner of the Northwest Quarter of the Northeast Quarter;
thence South 87°59'24" West, along the South line of said Northwest Quarter of the Northeast Quarter, 1,324.74 feet to the Southwest corner of said Northwest Quarter of the Northeast Quarter;
thence North 00°21'33" West, along the West line of said Northwest Quarter of the Northeast Quarter, 1,320.13 feet to the **Point of Beginning**.

The described land contains 3,319,123 square feet or 76.20 acres, more or less, and is subject to restrictions, reservations, rights-of-way and easements of records.

LEGEND

FOUND SECTION CORNER

100.00' MEASURED BEARING OR DISTANCE

SECTION LINE

QUARTER LINE

SIXTEENTH LINE

RIGHT OF WAY LINE

PROPERTY LINE

MUNICIPAL BOUNDARY

PROPOSED WISDOT STORM

WATER PONDS

18 HOLE GOLF LEASE BOUNDARY

MAP KEY

18 HOLE GOLF LEASE EASEMENT AREA

TAX KEY 251/0710-254-0099-7 TOTAL AREA = 1,570,802 SF - 36.06 ACRES

TAX KEY 251/0710-361-0099-0 TOTAL AREA = 1,748,321 SF - 40.14 ACRES

18 HOLE GOLF LEASE TOTAL AREA = 3,319,123 SF - 76.20 ACRES

CITY OF MADISON, DANE COUNTY

NOTES:
BEARINGS FOR THIS MAP ARE REFERENCED TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 25 MEASURED TO BEAR NORTH 00°20'47" EAST ON THE WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE) NAD83(2011). DISTANCES SHOWN ARE GROUND DISTANCES.

150 75 0 150 300FT

SCALE IN FEET

County of Dane 18 Hole Golf Lease	
REVISIONS	

AYRES

Drawn: CJS

Scale: 1" = 300'

Date: 03/31/2022

SHEET NUMBER 1 OF 1

EXHIBIT E.2
Maintenance Building Lease

Dane County Contract Cover Sheet

Revised 01/2022

Res 440

Dept./Division	Dane County Department of Waste and Renewables		
Vendor Name	City of Madison	MUNIS #	
Brief Contract Title/Description	Lease: Yahara Hills Golf Course Maintenance Facility		
Contract Term	through 10/31/2028		
Contract Amount	\$1.00		

Contract # Admin will assign	14740
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	John Welch	Name	City of Madison-Office of Real Estate
Phone #	608-516-4154	Phone #	
Email	welch@countyofdane.com	Email	ores@cityofmadison.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	
	Year	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 Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)		Res #	440
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year	2021
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.			

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


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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 5/4/22 Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, May 4, 2022 11:04 AM
To: Hicklin, Charles; Gault, David; Lowndes, Daniel; Patten (Purchasing), Peter
Cc: Oby, Joe; Stavn, Stephanie
Subject: Contract #14740
Attachments: 14740.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/4/2022 11:11 AM	Approve: 5/4/2022 11:12 AM
	Gault, David	Read: 5/4/2022 11:12 AM	Approve: 5/4/2022 11:12 AM
	Lowndes, Daniel	Read: 5/4/2022 5:05 PM	Approve: 5/4/2022 5:04 PM
	Patten (Purchasing), Peter		Approve: 5/4/2022 11:14 AM
	Oby, Joe		
	Stavn, Stephanie	Read: 5/4/2022 1:20 PM	

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

Contract #14740
Department: Waste & Renewables
Vendor: City of Madison
Contract Description: Yahara Hills Golf Course Maintenance Facility Lease (Res 440)
Contract Term: through 10/31/2025
Contract Amount: \$1.00

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 in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

2021 RES-440

AUTHORIZING THE PURCHASE OF LAND FOR COUNTY LANDFILL AND
SUSTAINABILITY CAMPUS FROM THE CITY OF MADISON

Dane County's Rodefild Landfill, located on US Highway 12/18 and County Highway AB, has an estimated 10 years of capacity remaining and a new location is needed for the County to continue to provide local waste management services. Dane County (County) and the City of Madison (City) have mutual interests in managing solid waste locally, which is a more environmentally sustainable and cost effective approach.

The County and the City have negotiated the purchase of a portion of the Yahara Hills Golf Course, located directly south of the existing landfill across US Highway 12/18. This property provides approximately 232 acres of land to accommodate a Sustainability Campus which will include: a future landfill, composting operation, and a sustainable business park. The intent of the Sustainability Campus is to create opportunities for education, reuse, repair, recycling, research and other activities that will ultimately prevent or divert waste.

The negotiated purchase price for the land is \$24,000/acre. As part of the purchase, the County and the City have agreed upon the terms of a Sustainability Campus and Landfill Development Agreement (Development Agreement) in which the parties will cooperate in the development of the landfill and the Sustainability Campus. Per the Development Agreement, the parties will work jointly in obtaining land use approvals and the permits for construction and operation of the landfill and compost site. W&R and the City will also apply for an amendment to the neighborhood development plan and full inclusion in the Central Urban Service Area to extend water and sewer to the site.

The Development Agreement also addresses joint cooperation in identifying goals of the Sustainability Campus and developing measurable metrics that will serve as a condition for a possible future sale of additional adjacent lands to the County. The Parties have also agreed upon the terms of a revised and amended Solid Waste Agreement to address the City's use and fees at the current Rodefild Landfill and proposed landfill through 2032. The Parties have also agreed upon the terms of a Yahara Area Intergovernmental Agreement to establish cooperation and alignment between the Parties on broader development goals in the Yahara Hills neighborhood.

As planning and permitting for the site will take time, the County will allow the City to continue operating its golf course on a portion of the property for a limited time. In order to accommodate the City's golf course needs and the County's construction plans, the County will lease back portions of the property to the City for the fee of \$1/year. The leased back portions of the property will shrink in time as construction moves forward. Additionally, the County will grant an access easement to the City to relocate its irrigation system as the golf course changes.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Board of Supervisors and the Dane County Executive hereby authorize the purchase of approximately 232 acres from the City for \$24,000/acre according to a survey and any miscellaneous costs associated with the transaction per Wis. Stats Chapter 27.03(3); and

THEREFORE, BE IT FURTHER RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to enter into the Sustainability Campus and Landfill

53 Development Agreement, Solid Waste Agreement, Yahara Area Intergovernmental
54 Agreement, Purchase and Sale Agreement, Yahara Hills Golf Course Ground Lease,
55 Maintenance Facility Lease, Temporary Limited Easement, and Right of First Refusal;
56 and

57

58 **BE IT FINALLY RESOLVED**, that the Dane County Department of Waste &
59 Renewables Director, and Real Estate Coordinator are authorized to administer the
60 closing and the transfer of the above-mentioned property to Dane County, and the
61 Controller is authorized to issue checks necessary to effectuate the transaction.

LEASE
YAHARA HILLS GOLF COURSE MAINTENANCE FACILITY

This Lease (the "Lease") is made and entered into by and between the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter, "Lessor") and City of Madison, a Wisconsin municipal corporation (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor has purchased a portion of the Yahara Hills Golf Course from Lessee, which is located at 7101 US Highway 12 & 18 in the City of Madison (hereinafter "the Property"); and

WHEREAS, Lessor intends to redevelop the Property as a Sustainable Campus, which is expected to include a new landfill, a compost site, and a sustainable business park. Lessor does not have the immediate need to use all of the Property for these purposes; and

WHEREAS, Lessee has operated a municipal golf course on the Property since 1968, and intends to continue operating the existing golf course (hereinafter "the Course") that is located partially on the Property which is more particularly described on the attached Exhibit A and depicted on the attached Exhibit B, made a part herein;

WHEREAS, as a condition of the land sale and development of the Property, Lessor and Lessee have agreed that Lessee can continue golf operations on the Property which will include, for a limited period of time, the use of the existing maintenance facility located off of County Highway AB and two service roads running north and south of said facility (hereinafter referred to as the "Leased Premises") which is depicted on the attached Exhibit B.

NOW THEREFORE, in consideration of the above premises and covenants hereinafter expressed, the sufficiency of which is acknowledged by each party, Lessor and Lessee do agree as follows:

1. Leased Premises. The Lessor hereby demises and Leases the Leased Premises to Lessee, for Lessee's use for the above stated purposes, together with all other rights, privileges, easements, and appurtenances. In addition to the Leased Premises, Lessor grants access on established service roads over, across and through the Property in order for Lessee to access the Leased Premises and Course through the term of this Lease.
2. Lease Term. This Lease shall commence upon the Lessee's transfer of Property to the Lessor, and shall continue until October 31, 2028. This Lease may be extended upon written agreement by Lessor and Lessee. This Lease may be terminated for any reason by Lessee.
3. Rent. In consideration of the rights granted hereunder and as part of the sale and development of the Property, Lessee shall pay Lessor annual rent of \$1.00, payable on the first business day of each year during the Lease Term.

4. Right to Construct Improvements. During the Lease Term, Lessee shall have the right to construct improvements reasonably associated with the operation of the Leased Premises and the Course subject to Lessor approval. Lessee shall be responsible for all costs of construction. Upon Lessor request, any improvements constructed by Lessee shall be removed by Lessee at the end of the Lease Term. Lessee shall also have the right to operate, maintain, repair and store all materials, tools, consumables, equipment or other items reasonably associated with the operation of the Leased Premises.
5. No Unauthorized Use. The Leased Premises may not be used by Lessee in any manner except as authorized in this Lease, except as authorized in writing by the Lessor.
6. Zoning. Lessor and Lessee acknowledge their understanding that continued operation of the existing golf course and use of the maintenance building is allowable on the Leased Premises.
7. Quiet Enjoyment. Lessor represents and warrants that it is the owner in fee simple of land, and that it has full right to lease the Leased Premises. Lessor further states that on payment of the rent and performance of the covenants and agreements herein and the Development Agreement, Lessee shall peaceably have and enjoy the Leased Premises and the rights granted herein without any hindrance, molestation or ejection by Lessor.
8. Lessor's Access to Premises. Lessor and Lessor's agents shall have the right to enter upon the Leased Premises at any time with or without notice for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Lease, or the future development of the Sustainability Campus, provided that such inspection shall not unreasonably interfere with Lessee's business. The County shall have site access at and over the maintenance building driveway for purposes of Sustainability Campus construction and operating the compost facility starting October 1, 2025. To avoid conflicts with golf operations, when possible, Lessor shall provide reasonable notice to Lessee of the need for access, and the Parties shall attempt to find a mutually agreeable time and place for access.
9. Conditions of Premises. Lessee accepts the Leased Premises in its condition on the effective date of the Lease. Lessor makes no representations or warranties concerning the Leased Premises except as expressly stated herein.
10. Maintenance. Lessee shall at its sole cost and expense keep the Leased Premises in clean and orderly condition and good repair. Should Lessee fail or neglect to keep the Leased Premises in clean and orderly condition and good repair as reasonably required to preserve and protect the general appearance and value of the Leased Premises, Lessor may enter the Leased Premises and reasonably remedy such failure or neglect, provided Lessor has given Lessee not less than thirty (30) days prior written notice of such failure or neglect, specifying in reasonable detail such items of failure or neglect, and or opportunity to cure said failure or neglect. Prior written notice is not needed in the case of an emergency.
11. Operating Expenses and Utilities. Lessee shall be responsible for payment of all operating and maintenance expenses relating to its use of the Leased Premises, including but not limited to liability insurance, utilities and related services, garbage removal, snow removal, lawn maintenance and pest control.
 - a. Direct utilities related to use of the Leased Premises which may include but are not limited

to gas, electric, and water shall remain in the Lessee's name during the term of the Lease and shall be the responsibility of the Lessee.

- b. Any and all utilities and special charges billed to the property which may include but are not limited stormwater charges and urban forestry charges, shall be apportioned to each party by the percentage of square footage occupied by Lessor and by Lessee as determined by this Lease.
 - i. Upon receipt of said charges, Lessor shall calculate the amount due by each party and notify Lessee of its portion due.

12. Construction Liens. Lessee shall pay when due all claims for labor or materials furnished or alleged to have been furnished to Lessee for use on the Leased Premises, which claims are or may be secured by any construction lien against the Leased Premises or any interest therein. The Lessee shall not permit any construction lien or Leasehold mortgage, or similar, to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises, by reason of work, labor, services, or materials supplied or claimed to have been supplied to the Lessee and shall remove any liens before the end of the Lease Term, as applicable. Nothing in this Lease shall be construed in any way as constituting the consent or request of Lessor to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any alteration, addition, improvement or repair to the Leased Premises or any part of the Property, nor as giving Lessee any right, power or authority to contract for or permit the rendering of services or the furnishing of materials that would give rise to the filing of a construction lien against the Leased Premises.

13. Removal and Disposal of Personal Property. Upon expiration or termination of the Lease, Lessee shall remove all personal property from the Leased Premises. Lessee may leave property at the Leased Premises with the approval of Lessor. Lessee is not required to leave the Premises in a clean or sanitary condition.

14. Nondiscrimination. Lessee agrees to abide by its own respective affirmative action plan and in doing so agrees not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Lessee further agrees not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on the Leased Premises because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

15. 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. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.

16. Taxes and Fees. Lessor agrees to pay as they become due any taxes, fees, assessments or charges of any type, levied by an entity with authority to do so, against the Leased Premises or against any improvements, activity or Property thereon. Except that any fees or assessments charge in accordance with Course operations shall be the responsibility of the Lessee.

17. Compliance with Laws and Agreements. Lessee shall comply with all laws, regulations, ordinances, codes, orders, zoning, site approvals, and permits of all federal, state or municipal authorities having jurisdiction over the Leased Premises. Lessee shall comply with the terms of the Development Agreement for the Property. Lessee shall give prompt notice to Lessor of any notice it receives of any alleged violation with respect to the Leased Premises.

18. Conflicting Terms. Lessor and Lessee will be entering into other Agreements relating to the Property contemporaneously with this Lease. In the event of any inconsistency, conflict or ambiguity as to the rights and obligations of the parties under this Lease or the related agreements, it is the intent of the Parties that the terms of this Lease shall control and supersede any such inconsistency, conflict or ambiguity as to the subject matters contained herein.

19. No Sublet, Assignment or Renewal. There shall be no sublet, assignment or automatic renewal of this Lease without written consent of the Lessor.

20. Breach and Remedies. If Lessee fails to comply with any provision of this Lease for more than thirty (30) days following notification by Lessor of the breach, Lessor shall have the right, in addition to any other rights and remedies that the Lessor may have in law and equity, to terminate the Lease, and the exercise of a right to terminate shall be without prejudice to any other rights and remedies.

21. Modification. This Lease may be modified or amended only in writing executed by the duly authorized representatives of the respective parties.

22. Notices. All notices to be given under the terms of the Lease shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the addresses of the parties specified below:

To Lessor: Dane County Waste & Renewables
Attn: Director
1919 Alliant Energy Center Way
Madison, WI 53713

To Lessee: City of Madison Parks
Attn: Manager, Office of Real Estate Services
PO Box 2983
Madison, WI 53701-2983

23. No Third Party Beneficiaries. This Lease is intended to be for sole benefit of the parties hereto. No part of this Lease shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits or privileges of any third party, including but not limited to employees of either party.

24. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties.

25. Controlling Law and Venue. This Lease and the performance thereof shall be governed, interpreted and construed by the laws of the State of Wisconsin and venue for any dispute shall be in the Wisconsin Circuit Court for Dane County.

26. Counterparts and Transmittal of Signatures. This Lease may be executed in one or more counterparts, and all such executed counterparts shall constitute the same Lease. A signed copy of the Lease transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. This Lease may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Lease may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Lease, fully executed, shall be as valid as an original.

END OF CONDITIONS

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Lease as of the dates so indicated.

LESSOR: DANE COUNTY



Joseph T. Parisi
County Executive

Date: 5-23-22



Scott McDonell
County Clerk

Date: 5-25-22

LESSEE: CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES __-_____,
ID No. _____, adopted by the Common Council of the City of Madison on _____, 22__.

EXHIBIT A
Legal Description of Property

Part of the Northeast Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter, part of the Southwest Quarter of the Northeast Quarter, the Southwest Quarter of the Southeast Quarter of Section 25, part of the Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter of Section 36, all located in Township 7 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

Beginning at the Northeast Corner of Section 36;

thence South 00°14'45" West, along the East line of the Northeast Quarter of Section 36, 886.93 feet to the Northeast corner of Certified Survey Map 6623 recorded in Volume 32 of Certified Survey Maps on Pages 272 and 273 as Document 2311328;

thence South 70°11'29" West, along the North line of said Certified Survey Map 6623, 1,408.95 feet to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 36;

thence South 87°59'24" West, along the South line of said Northwest Quarter of the Northeast Quarter, 1,324.74 feet to the Southwest corner of said Northwest Quarter of the Northeast Quarter;

thence North 00°21'33" West, along the West line of said Northwest Quarter of the Northeast Quarter, 1,320.13 feet to the South Quarter Corner of said Section 25;

thence North 00°20'47" East, along the West line of the Southeast Quarter of said Section 25, 2,648.86 feet to the Center Quarter Corner of said Section 25;

thence North 00°20'12" East, along the West line of the Northeast Quarter of said Section 25, 436.32 feet to the Southerly right of way line of United States Highway 12 and 18 as described in the State of Wisconsin Transportation Project Plat 3080-01-26;

thence along said Southerly right of way line for the next 16 courses:

South 72°02'15" East, 445.53 feet;

South 65°27'59" East, 156.63 feet;

South 71°33'05" East, 400.03 feet;

South 75°52'43" East, 318.21 feet;

South 72°02'15" East, 80.04 feet;

South 00°26'49" West, 95.01 feet;

North 88°14'23" East, 268.49 feet;

South 72°02'15" East, 396.29 feet;

South 69°45'02" East, 196.57 feet;

South 67°27'49" East, 179.16 feet;

South 61°23'44" East, 100.00 feet;

South 49°15'34" East, 100.00 feet;

South 37°07'25" East, 100.00 feet;

South 24°59'16" East, 100.00 feet;

South 12°57'08" East, 98.35 feet;

South 06°59'06" East, 75.62 feet to the West right of way line of County Highway AB;

thence South 00°24'10" West, along said West right of way line, 444.66 feet to the South line of the Northeast Quarter of the Southeast Quarter of Section 25;

thence North 88°09'25" East, along said South line, 33.02 feet to the East line of the Southeast Quarter of said Section 25;

thence South 00°24'10" West, along said East line, 1,319.38 feet to the **Point of Beginning**.

These described lands hereof, contain 10,074,391 square feet or 231.28 acres, more or less, and is subject to restrictions, reservations, rights of way and easements of records.

EXHIBIT B

Map of Property and Leased Premises

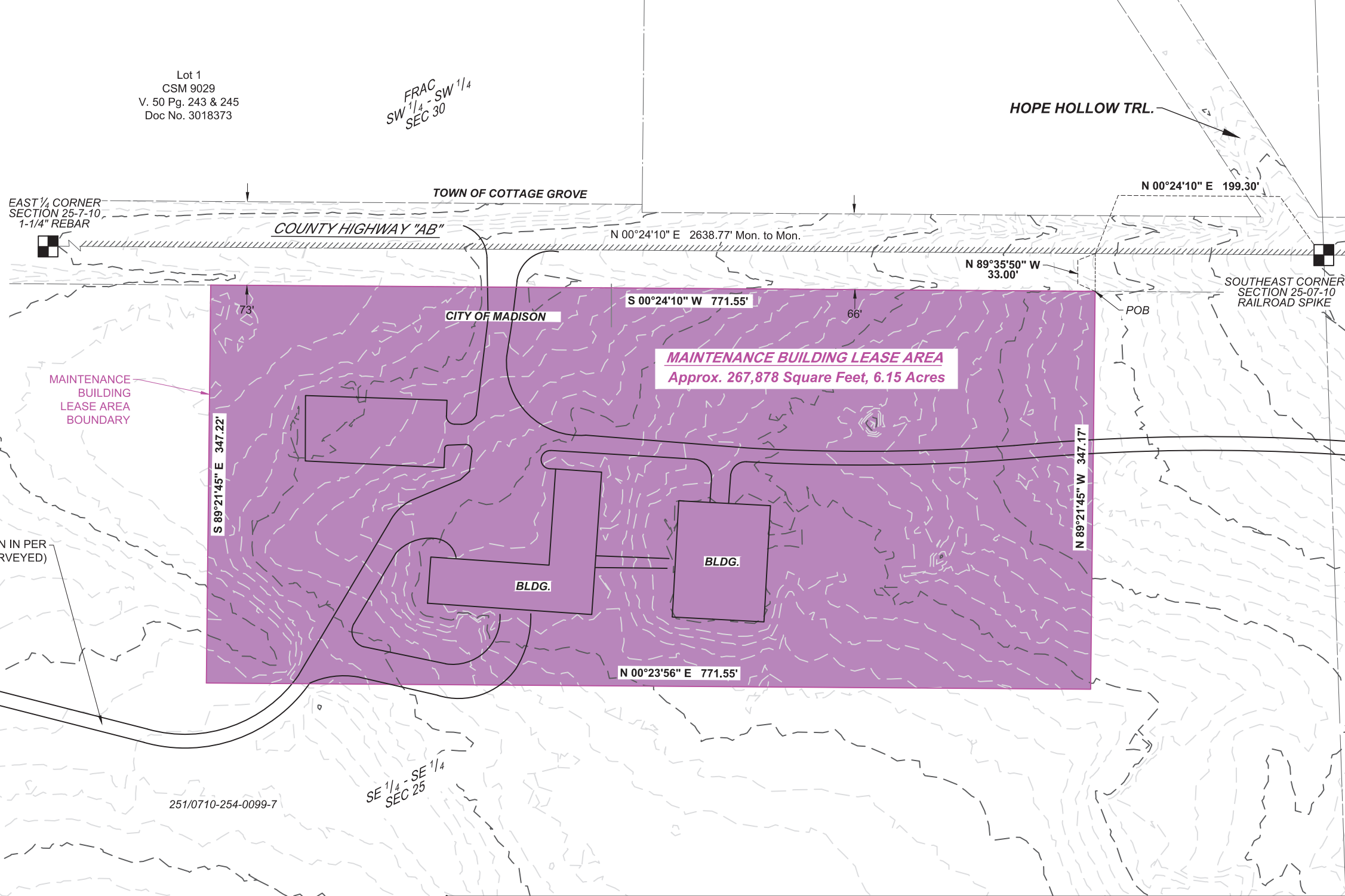
TAX PARCEL 251/0710-254-0099-7
MAINTENANCE BUILDING LEASE LEGAL
DESCRIPTION:

A part of the Southeast Quarter of the Southeast Quarter
of Section 25, Township 07 North, Range 10 East, City of
Madison, Dane County, Wisconsin described as:

Commencing at the Southeast corner of Section 25;
thence North 00°24'10", along the East line of the
Southeast Quarter of said Section 25, 199.30 feet;
thence North 89°35'50" West, 33.00 feet to the West right
of way line of County Highway AB and the **Point of
Beginning**.

thence North 89°21'45" West, 347.17 feet;
thence North 00°23'56" East, 771.55 feet;
thence South 89°21'45" East, 347.22 feet to said West
right of way line;
thence South 00°24'10" West, along said West right of
way line, 771.55 feet to the **Point of Beginning**.

The described land contains 267,878 square feet or 6.15
acres, more or less, and is subject to restrictions,
reservations, rights-of-way and easements of records.



LEGEND

FOUND SECTION CORNER

100.00' MEASURED BEARING OR DISTANCE

SECTION LINE

QUARTER LINE

SIXTEENTH LINE

RIGHT OF WAY LINE

PROPERTY LINE

MUNICIPAL BOUNDARY

PROPOSED WISDOT STORM

WATER PONDS

MAINTENANCE BUILDING

LEASE BOUNDARY

MAP KEY

 MAINTENANCE BUILDING LEASE AREA

TAX KEY 251/0710-254-0099-7 TOTAL AREA = 267,878 SF - 6.15 ACRES

CITY OF MADISON, DANE COUNTY

NOTES:

BEARINGS FOR THIS MAP ARE REFERENCED TO THE
EAST LINE OF THE LINE OF THE SOUTHEAST
QUARTER OF SECTION 26 MEASURED TO BEAR
NORTH 00°24'10" EAST ON THE WISCONSIN COUNTY
COORDINATE SYSTEM (DANE ZONE) NAD83(2011).
DISTANCES SHOWN ARE GROUND DISTANCES.

50 25 0 50 100FT

SCALE IN FEET

County of Dane
Maintenance Building Lease

AYRES

Drawn: CJS

Scale: 1" = 100'

Date: 04/05/2022

SHEET
NUMBER 1 OF 1

REVISIONS

EXHIBIT E.3
Temporary Limited Easement – Irrigation System Modifications

Dane County Contract Cover Sheet

Revised 01/2022

Res 440

Dept./Division	Dane County Department of Waste and Renewables		
Vendor Name	City of Madison	MUNIS #	
Brief Contract Title/Description	Temporary Limited Access Easement for Irrigation System		
Contract Term	through 10/31/26		
Contract Amount			

Contract # Admin will assign	14741
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	John Welch	Name	City of Madison-Office of Real Estate
Phone #	608-516-4154	Phone #	
Email	welch@countyofdane.com	Email	ores@cityofmadison.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	
	Year	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 Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)		Res #	440
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year	2021
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.			

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


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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 5/4/22	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, May 4, 2022 11:05 AM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14741
Attachments: 14741.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/4/2022 11:12 AM	Approve: 5/4/2022 11:12 AM
	Gault, David	Read: 5/4/2022 11:13 AM	Approve: 5/4/2022 11:13 AM
	Patten (Purchasing), Peter		Approve: 5/4/2022 11:23 AM
	Lowndes, Daniel	Read: 5/4/2022 5:04 PM	Approve: 5/4/2022 5:04 PM
	Stavn, Stephanie	Read: 5/4/2022 1:20 PM	
	Oby, Joe		

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

Contract #14741
Department: Waste & Renewables
Vendor: City of Madison
Contract Description: Temporary Limited Access Easement for Irrigation System (Res 440)
Contract Term: through 10/31/26
Contract Amount: --

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 in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

2021 RES-440

AUTHORIZING THE PURCHASE OF LAND FOR COUNTY LANDFILL AND
SUSTAINABILITY CAMPUS FROM THE CITY OF MADISON

Dane County's Rodefild Landfill, located on US Highway 12/18 and County Highway AB, has an estimated 10 years of capacity remaining and a new location is needed for the County to continue to provide local waste management services. Dane County (County) and the City of Madison (City) have mutual interests in managing solid waste locally, which is a more environmentally sustainable and cost effective approach.

The County and the City have negotiated the purchase of a portion of the Yahara Hills Golf Course, located directly south of the existing landfill across US Highway 12/18. This property provides approximately 232 acres of land to accommodate a Sustainability Campus which will include: a future landfill, composting operation, and a sustainable business park. The intent of the Sustainability Campus is to create opportunities for education, reuse, repair, recycling, research and other activities that will ultimately prevent or divert waste.

The negotiated purchase price for the land is \$24,000/acre. As part of the purchase, the County and the City have agreed upon the terms of a Sustainability Campus and Landfill Development Agreement (Development Agreement) in which the parties will cooperate in the development of the landfill and the Sustainability Campus. Per the Development Agreement, the parties will work jointly in obtaining land use approvals and the permits for construction and operation of the landfill and compost site. W&R and the City will also apply for an amendment to the neighborhood development plan and full inclusion in the Central Urban Service Area to extend water and sewer to the site.

The Development Agreement also addresses joint cooperation in identifying goals of the Sustainability Campus and developing measurable metrics that will serve as a condition for a possible future sale of additional adjacent lands to the County. The Parties have also agreed upon the terms of a revised and amended Solid Waste Agreement to address the City's use and fees at the current Rodefild Landfill and proposed landfill through 2032. The Parties have also agreed upon the terms of a Yahara Area Intergovernmental Agreement to establish cooperation and alignment between the Parties on broader development goals in the Yahara Hills neighborhood.

As planning and permitting for the site will take time, the County will allow the City to continue operating its golf course on a portion of the property for a limited time. In order to accommodate the City's golf course needs and the County's construction plans, the County will lease back portions of the property to the City for the fee of \$1/year. The leased back portions of the property will shrink in time as construction moves forward. Additionally, the County will grant an access easement to the City to relocate its irrigation system as the golf course changes.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Board of Supervisors and the Dane County Executive hereby authorize the purchase of approximately 232 acres from the City for \$24,000/acre according to a survey and any miscellaneous costs associated with the transaction per Wis. Stats Chapter 27.03(3); and

THEREFORE, BE IT FURTHER RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to enter into the Sustainability Campus and Landfill

53 Development Agreement, Solid Waste Agreement, Yahara Area Intergovernmental
54 Agreement, Purchase and Sale Agreement, Yahara Hills Golf Course Ground Lease,
55 Maintenance Facility Lease, Temporary Limited Easement, and Right of First Refusal;
56 and

57

58 **BE IT FINALLY RESOLVED**, that the Dane County Department of Waste &
59 Renewables Director, and Real Estate Coordinator are authorized to administer the
60 closing and the transfer of the above-mentioned property to Dane County, and the
61 Controller is authorized to issue checks necessary to effectuate the transaction.

Document Number

Document Title

**TEMPORARY LIMITED ACCESS
EASEMENT FOR IRRIGATION
SYSTEM**

THIS TEMPORARY LIMITED ACCESS EASEMENT, is made by and between the County of Dane (hereinafter referred to as “Owner”), and the City of Madison (hereinafter referred to as “City”).

RECITALS

WHEREAS, the Owner is the owner in fee simple of property located in the City of Madison, Dane County, Wisconsin (hereinafter referred to as the “Premises”) described on the attached Exhibit A and depicted on the attached Exhibit B, both made a part herein;

WHEREAS, in accordance with a Development Agreement entered into by both parties, the Owner and the City have entered into a lease of the Premises which allows the City’s continued operation golf course holes on all or portions the Premises through 2042;

WHEREAS, the golf course area shall be reduced over time in accordance with the Development Agreement and lease and the City desires to continue to operate all or a portion of the irrigation system for the golf operation through October 31, 2025 and simultaneously and/or subsequently relocate its irrigation system to serve the remaining golf course area;

WHEREAS, the City requires access to the Premises through October 31, 2026 in order to remove and relocate its existing irrigation system to serve the remaining golf holes;

NOW, THEREFORE, the Owner hereby grants to the City this non-exclusive Easement for the purposes described above at no cost and it is understood by the Owner and the City that this Easement is subject to the following conditions:

1. Grant of Easement. The Owner hereby grants to and for the benefit of the City and the City hereby accepts from the Owner, a Temporary Limited Access Easement upon, over and across the Premises through October 31, 2026 as depicted in the attached Exhibit B (hereinafter referred to as the “Access Easement Area”).
2. Use of Easement. The City, its employees, agents and or assigns, shall have the right to use the Access Easement Area for purposes of ingress and egress of vehicles and construction equipment in conjunction with the removal and relocation of the City’s irrigation system, which activities may include but are not limited to surveying, excavating, grading, seeding and restoration of disturbed areas. The City agrees for itself and its employees and agents to use the Access Easement Area in a manner fully complying with all laws and other legal requirements.

Recording Area

Return: County of Dane
Attn: Real Estate Coordinator
5201 Fen Oak Drive, #208
Madison, WI 53718

Parcel Identification Number (PIN):

3. Maintenance of Easement Areas. The City shall maintain the Access Easement Area in a safe condition at all times and construction areas shall be clearly marked. All fill, waste materials and other debris shall be disposed of by the City. The City shall repair and/or restore, at its cost, any disturbed areas within the Access Easement Area to pre-existing conditions.
4. Termination. This easement shall terminate upon the earlier of October 31, 2026, or upon the City providing written notice of termination to Owner. The Owner may agree to extend this Easement on an additional month-to-month basis by providing the City with written notice thereof.
5. Amendment. This Easement may not be amended or modified without the written consent of all parties hereto.
6. Notices. All notices to be given under the terms of the Agreement shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the addresses of the parties specified below:

To Owner: Dane County Department of Waste & Renewables
Attn: Director
1919 Alliant Energy Center Way
Madison, WI 53713

To City: City of Madison
Attn: Manager, Office of Real Estate Services
PO Box 2983
Madison, WI 53703


7. Liability. 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. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.
8. Severability. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
9. Enforcement. It is intended that this Easement shall be construed as being an adequate and legally enforceable Easement. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

10. Applicable Law. This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

END OF CONDITIONS

IN WITNESS WHEREOF, the Owner grants this Easement and has caused this instrument to be executed on its behalf this 25th day May, 2022.

County of Dane

By  (SEAL)
Scott McDonell, County Clerk

IN WITNESS WHEREOF, the City hereby accepts and consents to the terms and conditions of this Easement this ____ day _____, 2022.

City of Madison

By _____ (SEAL)
Satya Rhodes-Conway, Mayor

This instrument drafted by
County of Dane / SJ Smith

EXHIBIT A

Legal Description of Easement Area

Part of the Northeast Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter, part of the Southwest Quarter of the Northeast Quarter, the Southwest Quarter of the Southeast Quarter of Section 25, part of the Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter of Section 36, all located in Township 7 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

Beginning at the Northeast Corner of Section 36;

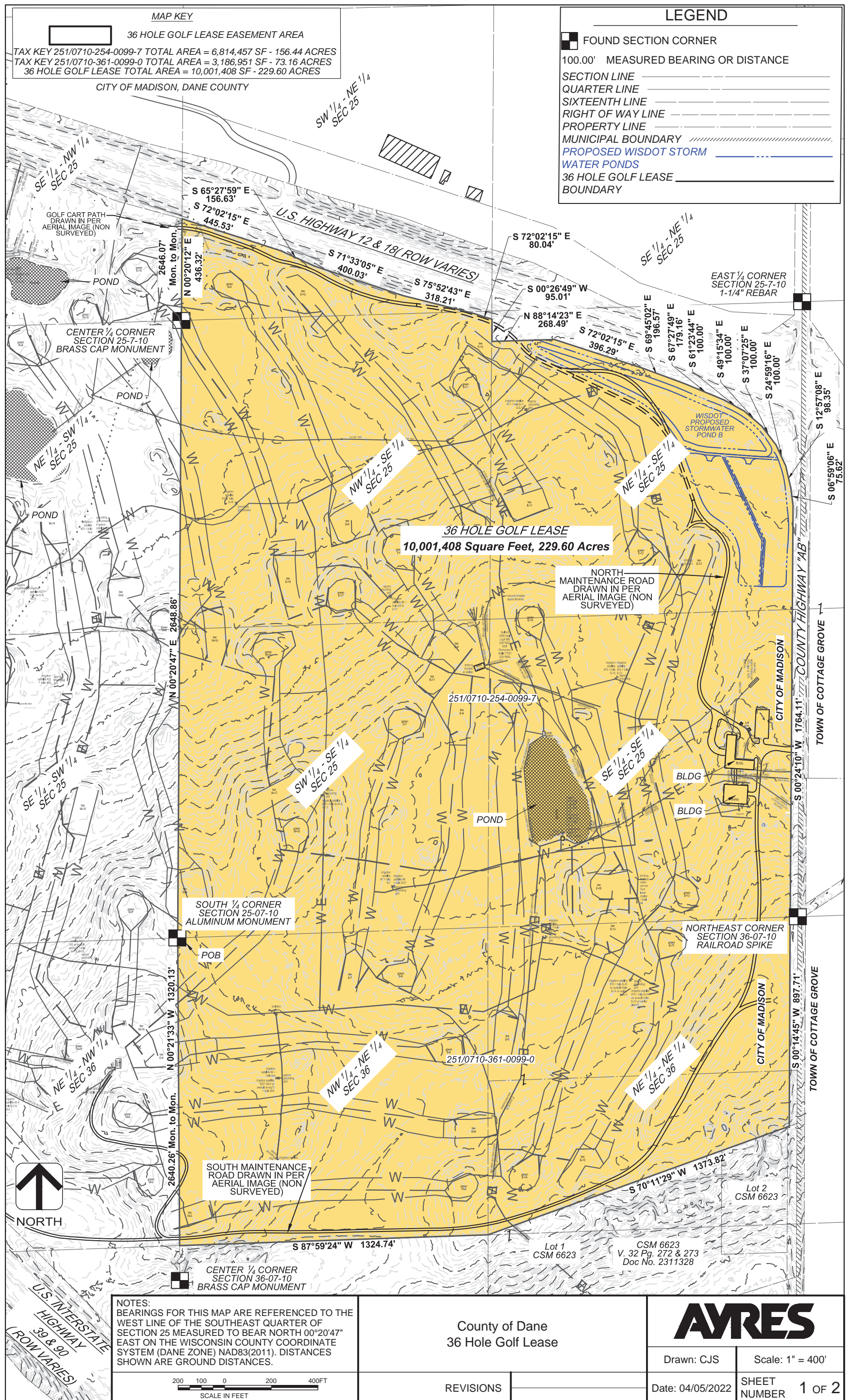
thence South 00°14'45" West, along the East line of the Northeast Quarter of Section 36, 886.93 feet to the Northeast corner of Certified Survey Map 6623 recorded in Volume 32 of Certified Survey Maps on Pages 272 and 273 as Document 2311328;
thence South 70°11'29" West, along the North line of said Certified Survey Map 6623, 1,408.95 feet to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 36;
thence South 87°59'24" West, along the South line of said Northwest Quarter of the Northeast Quarter, 1,324.74 feet to the Southwest corner of said Northwest Quarter of the Northeast Quarter;
thence North 00°21'33" West, along the West line of said Northwest Quarter of the Northeast Quarter, 1,320.13 feet to the South Quarter Corner of said Section 25;
thence North 00°20'47" East, along the West line of the Southeast Quarter of said Section 25, 2,648.86 feet to the Center Quarter Corner of said Section 25;
thence North 00°20'12" East, along the West line of the Northeast Quarter of said Section 25, 436.32 feet to the Southerly right of way line of United States Highway 12 and 18 as described in the State of Wisconsin Transportation Project Plat 3080-01-26;
thence along said Southerly right of way line for the next 16 courses:
South 72°02'15" East, 445.53 feet;
South 65°27'59" East, 156.63 feet;
South 71°33'05" East, 400.03 feet;
South 75°52'43" East, 318.21 feet;
South 72°02'15" East, 80.04 feet;
South 00°26'49" West, 95.01 feet;
North 88°14'23" East, 268.49 feet;
South 72°02'15" East, 396.29 feet;
South 69°45'02" East, 196.57 feet;
South 67°27'49" East, 179.16 feet;
South 61°23'44" East, 100.00 feet;
South 49°15'34" East, 100.00 feet;
South 37°07'25" East, 100.00 feet;
South 24°59'16" East, 100.00 feet;
South 12°57'08" East, 98.35 feet;
South 06°59'06" East, 75.62 feet to the West right of way line of County Highway AB;
thence South 00°24'10" West, along said West right of way line, 444.66 feet to the South line of the Northeast Quarter of the Southeast Quarter of Section 25;
thence North 88°09'25" East, along said South line, 33.02 feet to the East line of the Southeast Quarter of said Section 25;
thence South 00°24'10" West, along said East line, 1,319.38 feet to the **Point of Beginning**.

These described lands hereof, contain 10,074,391 square feet or 231.28 acres, more or less, and is subject to restrictions, reservations, rights of way and easements of records.

-

EXHIBIT B

Map of Easement Area



TAX PARCELS 251/0710-254-0099-7 & 251/0710-361-0099-0
36 HOLE GOLF LEASE LEGAL DESCRIPTION:
Part of the Southwest Quarter of the Northeast Quarter, a part of the Northwest Quarter of the Southeast Quarter, a part of the Northeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, a part of the Southeast Quarter of the Southeast Quarter of Section 25, the Northwest Quarter of the Northeast, a part of the Northeast Quarter of the Northeast Quarter of Section 36, all in Township 07 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

Beginning at South Quarter corner of Section 25 ;
thence North 00°20'47" East, along the West line of the Southeast Quarter of said Section, 2648.86 feet to the Center Quarter corner of said Section;
thence North 00°20'12" East, along the West line of the Northeast Quarter of said Section, 436.32 feet to the Southerly right of way line of United States Highway 12 & 18;
thence along said Southerly right of way line for the next 16 courses;
South 72°02'15" East, 445.53 feet;
South 65°27'59" East, 156.63 feet;
South 71°33'05" East, 400.03 feet;
South 75°52'43" East, 318.21 feet;
South 72°02'15" East, 80.04 feet;
South 00°26'49" West, 95.01 feet;
North 88°14'23" East, 268.49 feet;
South 72°02'15" East, 396.29 feet;
South 69°45'02" East, 196.57 feet;
South 67°27'49" East, 179.16 feet;
South 61°23'44" East, 100.00 feet;
South 49°15'34" East, 100.00 feet;
South 37°07'25" East, 100.00 feet;
South 24°59'16" East, 100.00 feet;
South 12°57'08" East, 98.35 feet;
South 06°59'06" East, 75.62 feet to the West right of way line of County Highway AB;
thence South 00°24'10" West, along said right of way line 1764.11 feet;
thence continuing along said right of way line, South 00°14'45" West, 897.71 feet to the Northeast corner of Certified Survey Map 6623, recorded in Volume 32 of Certified Survey Maps on Pages 272 and 273 as Document 2311328;
thence South 70°11'29" West, along the North line of said Certified Survey Map 6623 1373.82 feet to the Southeast corner of the Northwest Quarter of the Northeast Quarter;
thence South 87°59'24" West, along the South line of said Northwest Quarter of the Northeast Quarter, 1324.74 feet to the Southwest corner of said Northwest Quarter of the Northeast Quarter;
thence North 00°21'33" West, along the West line of said Northwest Quarter of the Northeast Quarter, 1320.13 feet to South Quarter corner of said Section 25 and the **Point of Beginning**.

The described land contains 10,001,408 square feet or 229.60 acres, more or less, and is subject to restrictions, reservations, rights-of-way and easements of records.

	County of Dane 36 Hole Golf Lease		<div>AYRES</div>	
			Drawn: CJS	Scale = NA
		REVISIONS	Date: 04/05/2022	SHEET NUMBER 2 OF 2

EXHIBIT F
Right of First Refusal

Dane County Contract Cover Sheet

Revised 01/2022

RES 440

Dept./Division	Dane County Department of Waste and Renewables		
Vendor Name	City of Madison	MUNIS #	
Brief Contract Title/Description	Right of First Refusal		
Contract Term	Until 1/1/2060		
Contract Amount			

Contract # Admin will assign	14744
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	John Welch	Name	City of Madison-Office of Real Estate
Phone #	608-516-4154	Phone #	
Email	welch@countyofdane.com	Email	ores@cityofmadison.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	
	Year	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 Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)		Res #	440
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year	2021
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.			

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


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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 5/4/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, May 4, 2022 11:11 AM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14744
Attachments: 14744.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/4/2022 11:12 AM	Approve: 5/4/2022 11:12 AM
	Gault, David	Read: 5/4/2022 11:14 AM	Approve: 5/4/2022 11:15 AM
	Patten (Purchasing), Peter		Approve: 5/4/2022 11:24 AM
	Lowndes, Daniel	Read: 5/4/2022 5:02 PM	Approve: 5/4/2022 5:02 PM
	Stavn, Stephanie	Read: 5/4/2022 1:20 PM	
	Oby, Joe		

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

Contract #14744
Department: Waste & Renewables
Vendor: City of Madison
Contract Description: Right of First Refusal (Res 440)
Contract Term: until 1/1/2060
Contract Amount: --

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 in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

2021 RES-440

AUTHORIZING THE PURCHASE OF LAND FOR COUNTY LANDFILL AND
SUSTAINABILITY CAMPUS FROM THE CITY OF MADISON

Dane County's Rodefild Landfill, located on US Highway 12/18 and County Highway AB, has an estimated 10 years of capacity remaining and a new location is needed for the County to continue to provide local waste management services. Dane County (County) and the City of Madison (City) have mutual interests in managing solid waste locally, which is a more environmentally sustainable and cost effective approach.

The County and the City have negotiated the purchase of a portion of the Yahara Hills Golf Course, located directly south of the existing landfill across US Highway 12/18. This property provides approximately 232 acres of land to accommodate a Sustainability Campus which will include: a future landfill, composting operation, and a sustainable business park. The intent of the Sustainability Campus is to create opportunities for education, reuse, repair, recycling, research and other activities that will ultimately prevent or divert waste.

The negotiated purchase price for the land is \$24,000/acre. As part of the purchase, the County and the City have agreed upon the terms of a Sustainability Campus and Landfill Development Agreement (Development Agreement) in which the parties will cooperate in the development of the landfill and the Sustainability Campus. Per the Development Agreement, the parties will work jointly in obtaining land use approvals and the permits for construction and operation of the landfill and compost site. W&R and the City will also apply for an amendment to the neighborhood development plan and full inclusion in the Central Urban Service Area to extend water and sewer to the site.

The Development Agreement also addresses joint cooperation in identifying goals of the Sustainability Campus and developing measurable metrics that will serve as a condition for a possible future sale of additional adjacent lands to the County. The Parties have also agreed upon the terms of a revised and amended Solid Waste Agreement to address the City's use and fees at the current Rodefild Landfill and proposed landfill through 2032. The Parties have also agreed upon the terms of a Yahara Area Intergovernmental Agreement to establish cooperation and alignment between the Parties on broader development goals in the Yahara Hills neighborhood.

As planning and permitting for the site will take time, the County will allow the City to continue operating its golf course on a portion of the property for a limited time. In order to accommodate the City's golf course needs and the County's construction plans, the County will lease back portions of the property to the City for the fee of \$1/year. The leased back portions of the property will shrink in time as construction moves forward. Additionally, the County will grant an access easement to the City to relocate its irrigation system as the golf course changes.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Board of Supervisors and the Dane County Executive hereby authorize the purchase of approximately 232 acres from the City for \$24,000/acre according to a survey and any miscellaneous costs associated with the transaction per Wis. Stats Chapter 27.03(3); and

THEREFORE, BE IT FURTHER RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to enter into the Sustainability Campus and Landfill

53 Development Agreement, Solid Waste Agreement, Yahara Area Intergovernmental
54 Agreement, Purchase and Sale Agreement, Yahara Hills Golf Course Ground Lease,
55 Maintenance Facility Lease, Temporary Limited Easement, and Right of First Refusal;
56 and

57

58 **BE IT FINALLY RESOLVED**, that the Dane County Department of Waste &
59 Renewables Director, and Real Estate Coordinator are authorized to administer the
60 closing and the transfer of the above-mentioned property to Dane County, and the
61 Controller is authorized to issue checks necessary to effectuate the transaction.

RIGHT OF FIRST REFUSAL

BY THIS INSTRUMENT, City of Madison, hereinafter referred to as “Grantor”, does hereby give and grant unto the **County of Dane**, hereinafter referred to as “Grantee” for good and valuable consideration a Right of First Refusal to purchase certain lands located in the City of Madison.

WHEREAS, in 2022 Grantor conveyed property to Grantee for use as a Sustainability Campus, to include a future landfill, composting site and sustainable business park for diverting waste and creating local circular economies, which development is subject to a Development Agreement, Intergovernmental Agreement and Solid Waste Agreement entered into between the Parties, and which agreements are incorporated herein by reference;

WHEREAS, within said Agreements, Grantor and Grantee have agreed to develop measurable metrics to determine the success of the Sustainability Campus and possible future expansion of the landfill site.

Return to:
Dane County
Real Estate Coordinator
5201 Fen Oak Dr., #208
Madison, WI 53718

PIN:

251-0710-254-0099-7
251-0710-361-0099-0

Therefore, Grantor, for good and valuable consideration, does hereby give and grant to Grantee a Right of First Refusal to purchase the following described real estate, hereinafter referred to as the “Property” OR “Option Property”, located in the City of Madison, Dane County, State of Wisconsin, and more particularly described on the attached Exhibit A, and depicted on the attached Exhibit B, made a part herein. In doing so, the Grantor agrees that it shall not alter the Property’s current use from golf or parkland, or develop, sell, bequeath, subdivide or otherwise transfer the Property, without first offering the Property to the Grantee as provided in this agreement.

Grantor grants this Right of First Refusal to Grantee subject to the following conditions:

1. At no time shall this agreement be considered a commitment requiring the Grantee to purchase the Property. Any offer to purchase by Grantee shall be conditioned on subsequent approvals of the Dane County Board of Supervisors and the Dane County Executive.
2. If the Grantee has not been issued a WDNR approved plan of operation for landfill development for the new landfill by December 31, 2030 or until such time as the current Rodefild landfill is no longer accepting waste, whichever occurs later, then this agreement shall be considered null and void.
3. This Right of First Refusal shall expire upon the closure of the future landfill to be sited on the adjacent lands, or January 1, 2060, whichever occurs first.
4. This Right of First Refusal is not assignable and the rights granted hereunder are appurtenant to the Grantee’s ownership of the adjoining property and future landfill. If this property or the future landfill is sold by Grantee, this Right of First Refusal shall expire.

SECTION 1. SALE AT GRANTOR’S REQUEST: In the event that Grantor desires to offer the described real estate or any part thereof for sale, or change its use from golf or parkland, Grantor shall notify Grantee in writing of Grantor’s intention to sell or alter the use of the real estate. If the Grantor offers the described real estate or any part thereof for sale, or changes the use of the described real estate from golf or parkland without notifying the Grantee, the Grantee may notify the Grantor of its intent to invoke the Right of First Refusal.

Within 30 days of the receipt of said notices, Grantee shall inform Grantor of its intent to pursue purchase of the real estate by written notice in the form of a Letter of Intent to Purchase. Grantee shall then commission

an appraisal to be provided to Grantor with an Offer to Purchase within sixty (60) days of receipt of said notices.

Upon receipt of Grantee's offer, Grantor may elect to sell the real estate to the Grantee at the price offered, or if said price is not acceptable to Grantor, Grantor shall, within ninety (90) days of receipt of Grantee's offer, obtain an appraisal of the real estate at Grantor's expense and provide a copy to Grantee for review. Grantor and Grantee shall, within thirty (30) days from the date of delivery of said second appraisal to Grantee, attempt to agree on a purchase price for the real estate. The Parties shall negotiate in good faith towards a mutually acceptable price for the Property. If the Parties are unable to agree on a mutually acceptable price the Grantor cannot change the use unless Grantee waives the Right of First Refusal.

SECTION 2. SALE TO MATCH OFFER: In the event that the Grantor receives a bona-fide Offer to Purchase the Property or any part thereof, the Grantor shall notify the Grantee in writing, and include a copy of the bona-fide offer with the notice. After receipt of this notice, the Grantee shall have sixty (60) days in which to exercise its right to purchase such property, except that if the Offer to Purchase by the third party follows an attempt to sell the property to the Grantee under Section 1, then the Grantee shall have thirty (30) days to tender a matching offer or to decline purchase.

The Grantee's determination to exercise its Right-of-First-Refusal to purchase the Grantor's property shall be evidenced by written notice in the form of an Offer to Purchase, which Offer to Purchase shall provide the same terms and conditions as set forth in the third party Offer to Purchase previously obtained by the Grantor, provided that if the third party Offer to Purchase contains limitations on land usage or conditions unacceptable to the Grantee, the Grantee may exercise its right to purchase by an Offer to Purchase without such land use restrictions at the price of the third party Offer to Purchase. Said Offer to Purchase presented by the Grantee shall have the same standing as the third party offer, though said Grantee Offer to Purchase would contain the required Grantee approval provisions stipulated in Clause 1 of this document as well as the required timeline to gain such approvals and close the transaction.

This is a right of first offer to purchase and is not a conveyance per s. 77.21(1), Stats. and is not subject to transfer return or fee per Tax 15.01, Wis. Adm. Code.

IN WITNESS WHEREOF, the undersigned have duly executed, acknowledged, and delivered this instrument this _____ day of _____, 2022.

GRANTOR:

CITY OF MADISON, a Wisconsin municipal corporation

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Maribeth L. Witzel-Behl, City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway, Mayor, and Maribeth Witzel-Behl, Clerk, on behalf of the City of Madison, are authenticated on this ___ day of _____, 2022.

Doran Viste, Assistant City Attorney
Member of the Wisconsin Bar

SIGNATURES CONTINUE ON NEXT PAGE

Grantee:
COUNTY OF DANE

Joseph T. Parisi
Joseph T. Parisi, Dane ~~Grantee~~ Executive
County

State of Wisconsin)
County) ss.
Grantee of Dane)

Personally came before me this 23rd day of May, 2022, the above-named Joseph T. Parisi known to me to be the person who executed the foregoing instrument and acknowledged the same.

Michelle Goldade
Print name: Michelle Goldade

Notary Public, State of Wisconsin
My commission: 9-8-2025



Exhibit A
Legal Description of Option Property

FUTURE OPTION PARCEL LEGAL DESCRIPTION:

A part of the Northeast Quarter of the Southwest Quarter, a part of the Southwest Quarter of the Southwest Quarter, a part of the Southeast Quarter of the Southwest Quarter of Section 25, a part of the Northwest Quarter of the Northwest Quarter, a part of the Northeast Quarter of the Northwest Quarter of Section 36, Township 07 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

Beginning at the North Quarter Corner of Section 36;
thence South 00°21'33" East, along the East line of the Northwest Quarter of said Section 36, 1,320.13 feet to the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section;
thence South 87°56'09" West, along the South line of the Northeast Quarter of the Northwest Quarter, 617.33 feet to the Northerly right of way line of United States Interstate Highway 39 and 90;
thence along said Northerly right of way line for the next four courses;
Along an arc of a 651.65 foot curve to the left, said curve having a radius of 11,654.20 feet, and whose long chord bears North 46°51'46" West for 651.56 feet;
North 48°27'53" West, 279.90 feet;
North 56°03'33" West, 302.65 feet;
North 48°27'53" West, 50.49 feet;
thence North 00°13'33" East, 1252.11 feet;
thence North 56°02'05" East, 554.64 feet;
thence North 89°18'26" East, 989.50 feet;
thence North 00°20'02" West, 1162.22 feet;
thence North 64°38'23" East, 164.66 feet to the East line of the Southwest Quarter of Section 25;
thence South 00°20'47" West, along said East line, 2,297.92 feet to the Point of Beginning.

The described land contains 3,463,151 square feet or 79.50 acres, more or less, and is subject to restrictions, reservations, rights-of-way and easements of records.

Exhibit B
Map of Property

FUTURE OPTION PARCEL LEGAL DESCRIPTION:

A part of the Northeast Quarter of the Southwest Quarter, a part of the Southwest Quarter of the Southwest Quarter, a part of the Southeast Quarter of the Southwest Quarter of Section 25, a part of the Northwest Quarter of the Northwest Quarter, a part of the Northeast Quarter of the Northwest Quarter of Section 36, Township 07 North, Range 10 East, City of Madison, Dane County, Wisconsin described as:

Beginning at the North Quarter Corner of Section 36;
thence South 00°21'33" East, along the East line of the Northwest Quarter of said Section 36, 1,320.13 feet to the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section;
thence South 87°56'09" West, along the South line of the Northeast Quarter of the Northwest Quarter, 617.33 feet to the Northerly right of way line of United States Interstate Highway 39 and 90;
thence along said Northerly right of way line for the next four courses;
Along an arc of a 651.65 foot curve to the left, said curve having a radius of 11,654.20 feet, and whose long chord bears North 46°51'46" West for 651.56 feet;
North 48°27'53" West, 279.90 feet;
North 56°03'33" West, 302.65 feet;
North 48°27'53" West, 50.49 feet;
thence North 00°13'33" East, 1252.11 feet;
thence North 56°02'05" East, 554.64 feet;
thence North 89°18'26" East, 989.50 feet;
thence North 00°20'02" West, 1162.22 feet;
thence North 64°38'23" East, 164.66 feet to the East line of the Southwest Quarter of Section 25;
thence South 00°20'47" West, along said East line, 2,297.92 feet to the **Point of Beginning**.

The described land contains 3,463,151 square feet or 79.50 acres, more or less, and is subject to restrictions, reservations, rights-of-way and easements of records.

LEGEND

FOUND SECTION CORNER

100.00' MEASURED BEARING OR DISTANCE

SECTION LINE

QUARTER LINE

SIXTEENTH LINE

RIGHT OF WAY LINE

PROPERTY LINE

MUNICIPAL BOUNDARY

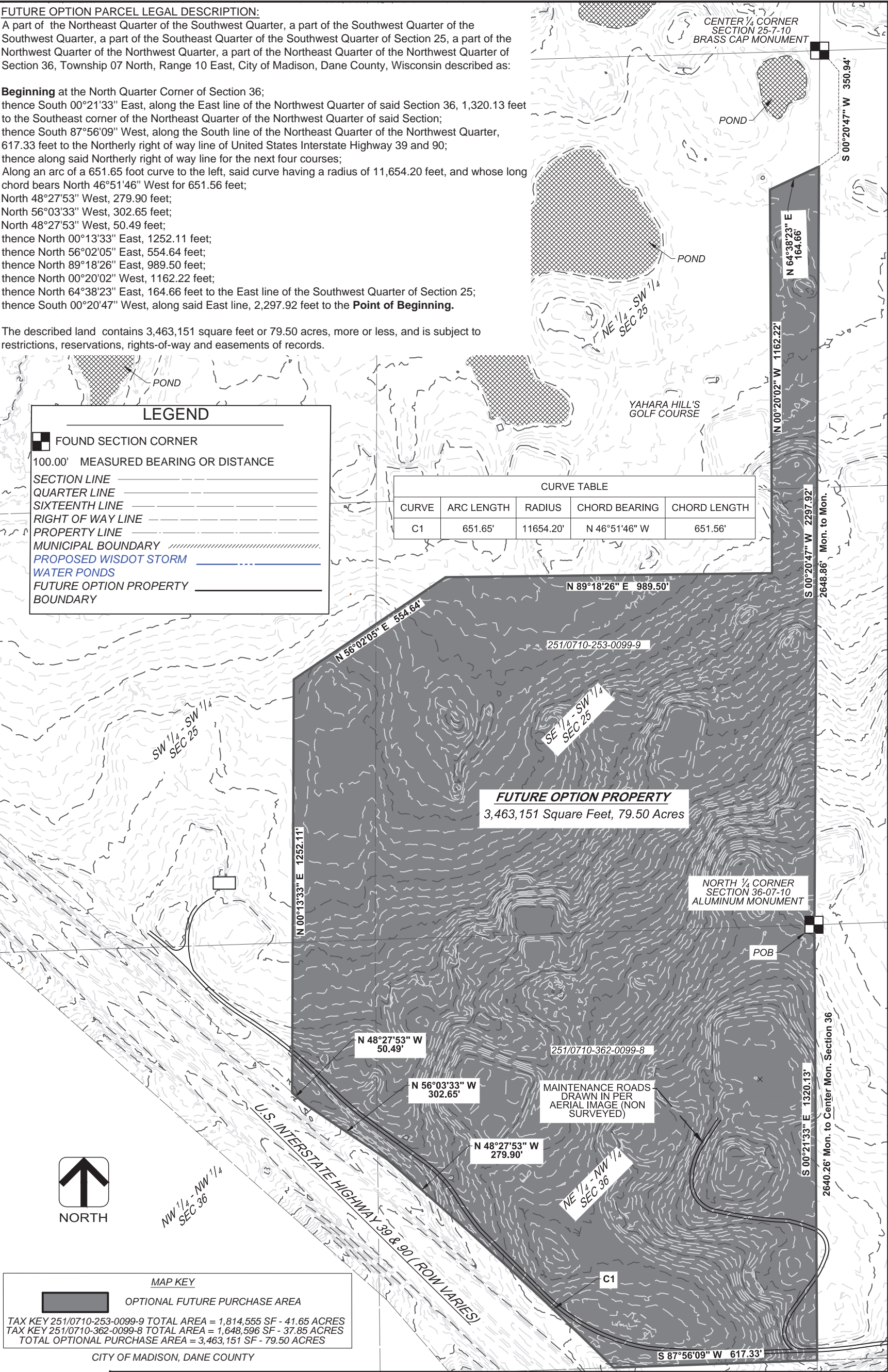
PROPOSED WISDOT STORM

WATER PONDS

FUTURE OPTION PROPERTY

BOUNDARY

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	651.65'	11654.20'	N 46°51'46" W	651.56'



MAP KEY

OPTIONAL FUTURE PURCHASE AREA

TAX KEY 251/0710-253-0099-9 TOTAL AREA = 1,814,555 SF - 41.65 ACRES
TAX KEY 251/0710-362-0099-8 TOTAL AREA = 1,648,596 SF - 37.85 ACRES
TOTAL OPTIONAL PURCHASE AREA = 3,463,151 SF - 79.50 ACRES

CITY OF MADISON, DANE COUNTY

NOTES:
BEARINGS FOR THIS MAP ARE REFERENCED TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 36 MEASURED TO BEAR SOUTH 00°21'33" EAST ON THE WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE) NAD83(2011). DISTANCES SHOWN ARE GROUND DISTANCES.



County of Dane
Future Option Property

AYRES

Drawn: CJS Scale: 1" = 300'

Date: 03/31/2022 SHEET NUMBER 1 OF 1

REVISIONS



Department of Planning & Community & Economic Development

Planning Division

Heather Stouder, Director

Madison Municipal Building, Suite 017
215 Martin Luther King Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4635
www.cityofmadison.com

****BY E-MAIL ONLY****

November 15, 2023

John Welch & Allison Rath sack
Dane County Dept. of Waste and Renewables
1919 Alliant Energy Center Way
Madison, Wisconsin 53703

RE: Consideration of a conditional use in the Industrial-General (IG) District for a landfill to allow Dane County to construct a sanitary landfill at 4402 Brandt Road/ CTH AB (LNDUSE-2023-00077; ID 80222)

Dear John and Allison;

On November 13, 2023, the Plan Commission found the standards met and **approved** your conditional use request to construct a landfill at 4402 Brandt Road. Prior to issuance of building permits for your project, the conditions of approval in the following sections shall be satisfied:

Please contact Brenda Stanley of the City Engineering Division at (608) 261-9127 if you have any questions regarding the following thirteen (13) items:

1. Obtain a Street Terrace permit for the proposed work (installation of the driveway apron, landscaping, etc.).
2. Provide proof of septic system abandonment from Public Health–Madison and Dane County as a condition of plan approval.
3. Madison Metropolitan Sewerage District (MMSD) charges are due and payable prior to City Engineering Division sign-off, unless otherwise collected with a Developer's / Subdivision Contract. Contact Mark Moder ((608) 261-9250) to obtain the final MMSD billing a minimum of two (2) working days prior to requesting City Engineering signoff.
4. Revise the site plans to show the location, depth, type, and size of existing and proposed private utilities (gas, electric, phone, steam, chilled water, etc.) in the project area or the adjacent right of way.
5. An Erosion Control Permit is required for this project.
6. A Storm Water Management Report and Storm Water Management Permit is required for this project.

7. This site appears to disturb over one (1) acre of land and requires a permit from the Wisconsin Department of Natural Resources (WDNR) for stormwater management and erosion control. The City of Madison has been required by the WDNR to review projects for compliance with NR-216 and NR-151 however a separate permit submittal is still required to the WDNR for this work. The City of Madison cannot issue our permit until concurrence is obtained from the WDNR via their NOI or WRAPP permit process. Contact Eric Rortvedt at 273-5612 of the WDNR to discuss this requirement. The applicant is notified that the City of Madison is an approved agent of the Department of Safety and Professional Services (DSPS) and no separate submittal to this agency or Capital Area Regional Planning Commission (CARPC) is required for this project to proceed.
8. Include calculations in the stormwater management report that show how a 500-year storm event, as identified in MGO Chapter 37, would be handled by the proposed site design. These calculations are required to show that the proposed building does not flood during this design storm event using the site grades proposed.
9. This project will disturb 20,000 square feet or more of land area and require an Erosion Control Plan. Please submit an 11- x 17-inch copy of an erosion control plan (pdf electronic copy preferred) to Megan Eberhardt (west) at meberhardt@cityofmadison.com, or Daniel Olivares (east) at daolivares@cityofmadison.com, for approval.
10. Demonstrate compliance with MGO Section 37.07 and 37.08 regarding permissible soil loss rates. Include Universal Soil Loss Equation (USLE) computations for the construction period with the erosion control plan. Measures shall be implemented in order to maintain a soil loss rate below 5.0 tons per acre per year.
11. Complete weekly self-inspection of the erosion control practices and post these inspections to the City of Madison website as required by MGO Chapter 37.
12. Prior to approval, this project shall comply with Chapter 37 of the Madison General Ordinances regarding stormwater management. Specifically, this development is required to submit a Storm Water Management Permit application, associated permit fee, Stormwater Management Plan, and Storm Water Management Report to City Engineering. The Stormwater Management Permit application can be found on City Engineering's website. The Storm Water Management Plan & Report shall include compliance with the following:

Submit prior to plan sign-off, a stormwater management report stamped by a P.E. registered in the State of Wisconsin.

Provide electronic copies of any stormwater management modeling or data files including SLAMM, RECARGA, TR-55, HYDROCAD, Sediment loading calculations, or any other electronic modeling or data files. If calculations are done by hand or are not available electronically, the hand copies or printed output shall be scanned to a PDF file and provided to City Engineering. (POLICY and MGO 37.09(2))

Detain the 2-, 5-, 10-, 100-, and 200-year storm events, matching post-development rates to pre-development rates and using the design storms identified in MGO Chapter 37.

Provide infiltration of 90% of the pre-development infiltration volume.

Reduce TSS by 80% (control the 5-micron particle) off of newly developed areas compared to no controls.

The applicant shall demonstrate that water can leave the site and reach the public right of way without impacting structures during a 100-year event storm. This analysis shall include reviewing overflow elevations and unintended storage occurring on site when the storm system has reached capacity.

13. Submit, prior to plan sign-off but after all revisions have been completed, digital PDF files to the City Engineering Division. E-mail PDF file transmissions are preferred to: bstanley@cityofmadison.com (East) or ttroester@cityofmadison.com (West).

Note: Per the discussion at the November 13 Plan Commission, final approval and application of conditions 5-12, which relate to stormwater management, shall be determined in consultation with the City Engineer and City Attorney prior to final approval and issuance of permits given consideration of the 2022 development agreement between the City of Madison and Dane County regarding the landfill.

Please contact Julius Smith, of the City Engineering–Mapping Section at (608) 264-9276 if you have any questions regarding the following six (6) items:

14. The plan proposes to modify the storm water management facilities in the northeasterly corner of the site. The existing easement and modifications to the development agreement shall be completed prior to construction.
15. The proposed landfill improvements and sedimentation basin extend into the 18-hole lease area. The lease shall be revised / amended as necessary prior to construction.
16. There are parking Lot improvements proposed that are within the right of way of US Highways 12 and 18 near the central access proposed. A lease or disposal of lands from the Wisconsin Department of Transportation (WisDOT) or other appropriate agreement shall be provided prior to construction of that parking area.
17. The plan shall show the limits of the Access Control R/W project #3080-00-21 and Doc No 2870419 along Brandt Road to assure the proposed access does not cross the restricted area.
18. The resident drop off building crosses an underlying platted lot line. A land division will be required to dissolve underlying lot lines and create the new parcels proposed to comply with fire codes, City Ordinances and City Policies. The required land division shall be approved by the City, recorded with the Dane County Register of Deeds and new Tax Parcel information available prior to issuance of a building permit.
19. The proposed buildings will require an address. Submit a site plan and a complete building floorplan in PDF format to Lori Zenchenko (lzenchenko@cityofmadison.com) that includes a floor plan of each floor level on a separate sheet/page for the development of a complete interior addressing plan. Also, include a unit matrix for apartment buildings. The Addressing Plan for the entire project shall be finalized and approved by Engineering (with consultation and consent from the Fire Marshal if needed) **prior** to the verification submittal stage of this conditional use with Zoning. The final approved

stamped Addressing Plan shall be included in said Site Plan Verification application materials or a revised plan shall be provided for additional review and approval by Engineering.

Per MGO Section 34.505, a full copy of the approved addressing plan shall be kept at the building site at all times during construction until final inspection by the Madison Fire Department.

For any changes pertaining to the location, deletion or addition of a unit, or to the location of a unit entrance, (before, during, or after construction), a revised Address Plan shall be resubmitted to Lori Zenchenko to review addresses that may need to be changed and/or re-approved.

Please contact Sean Malloy of the Traffic Engineering Division at (608) 266-5987 if you have any questions regarding the following five (5) items:

20. The applicant shall submit one contiguous plan showing proposed conditions and one contiguous plan showing existing conditions for approval. The plan drawing shall be scaled to 1" = 20' and include the following, when applicable: existing and proposed property lines; parcel addresses; all easements; pavement markings; signing; building placement; items in the terrace such as signs, street light poles, hydrants; surface types such as asphalt, concrete, grass, sidewalk; driveway approaches, including those adjacent to and across street from the project lot location; parking stall dimensions, including two (2) feet of vehicle overhang; drive aisle dimensions; semitrailer movement and vehicle routes; dimensions of radii; and percent of slope.
21. The developer shall post a security deposit prior to the start of development. In the event that modifications need to be made to any City owned and/or maintained traffic signals, street lighting, signing, pavement marking and conduit/handholes, the Developer shall reimburse the City for all associated costs including engineering, labor and materials for both temporary and permanent installations.
22. The City Traffic Engineer may require public signing and marking related to the development; the developer shall be financially responsible for such signing and marking.
23. All parking facility design shall conform to the standards in MGO Section 10.08(6).
24. "Stop" signs shall be installed at a height of seven (7) feet from the bottom of the sign at all Class III driveway approaches, including existing driveways, behind the property line and noted on the plan. All directional/ regulatory signage and pavement markings on the site shall be shown and noted on the plan.

Please contact Jenny Kirchgatter, Assistant Zoning Administrator at (608) 266-4429 if you have questions about the following three (3) items:

25. Zoning staff anticipates future requests for Conditional Use approval, including for a waste transfer station and hazardous waste collection, storage or transfer, as plans for future phased uses and buildings are further developed.
26. Additional reviews following the procedure for alteration of the Conditional Use Section 28.183(8) will be required prior to future phased construction of accessory landfill infrastructure and buildings and site improvements associated with accessory or permitted uses.

27. Submit the landscape plan and landscape worksheet stamped by the registered landscape architect. Per Section 28.142(3) Landscape Plan and Design Standards, landscape plans for zoning lots greater than ten thousand (10,000) square feet in size must be prepared by a registered landscape architect.

Please contact Bill Sullivan of the Madison Fire Department at (608) 261-9658 if you have any questions regarding the following item:

28. The proposed future Clean Sweep Facility and the Drive-Through Resident waste drop-off buildings are shown crossing property lines which will be difficult to construct in compliance with the IBC. Fire walls with no opens would be required along the length of the property line. Verify other building/property line set backs at the Education and Admin Center.

Specific questions regarding the comments or conditions contained in this letter should be directed to the commenting agency.

Note: Future approval to construct the buildings shown on the project plans will require approval of an alteration to this conditional use and approval by the City's Urban Design Commission. Please contact Jessica Vaughn, Urban Design Commission Secretary, at (608) 267-8740 if you have questions about the UDC review process.

A letter containing the conditions of approval for the related Certified Survey Map for the project will be sent separately.

Please now follow the procedures listed below for obtaining permits for your project:

1. The applicant shall resubmit a PDF copy of the plan set and any other supporting materials that are necessary, as specified in this letter to sprapplications@cityofmadison.com. (Note: A 20MB email limit applies and multiple transmittals may be required.). A check for the site plan review fee shall be mailed to the City of Madison Building Inspection Division; PO Box 2984; Madison, WI 53701-2984.
2. City Agencies who submitted conditions of approval will review your revised plans to verify that their conditions, along with any applicable requirements, have been satisfied. When the revised plans are submitted, the applicant will be emailed a hyperlink to a website to follow, in real time, which agencies have reviewed the revised documents, and signed off or need additional information.
3. This letter shall be signed by the applicant and property owner (if not the applicant) to acknowledge the conditions of approval and returned to the Zoning Administrator when requesting building permit approval. [Signature block on last page]
4. No alteration of this proposal shall be permitted unless approved by the Plan Commission, provided, however, the Zoning Administrator may issue permits for minor alterations. No alteration of a conditional use shall be permitted unless approved by the Plan Commission provided, however, the Zoning Administrator following consideration by the alderperson of the district, may approve minor alterations or additions which are approved by the Director of Planning and Community and Economic Development and are compatible with the concept approved by the Plan Commission and the

conditional use standards. This approval shall become null and void two (2) years after the date of the Plan Commission unless the use is commenced, construction is under way, or a valid building permit is issued and construction commenced within 6 months of the issuance of said building permit. Where the plans have not been altered from the Plan Commission's approval, and the conditional use has expired, the Director of Planning and Community and Economic Development may, after consultation with the Alderperson of the District, approve an extension for up to one (1) year from the expiration date. The Plan Commission shall retain jurisdiction over this matter for the purpose of resolving complaints against the approved conditional use permit.

If you have any questions regarding obtaining your building permits, please contact the Zoning Administrator at (608) 266-4551. If you have any questions or if you may be of any further assistance, please do not hesitate to contact my office at (608) 261-9632 or tparks@cityofmadison.com.

Sincerely,

Timothy M Parks

Timothy M. Parks
Planner

cc: Brenda Stanley, City Engineering Division
Greg Fries, City Engineering Division
Julius Smith, City Engineering Division
Sean Malloy, Traffic Engineering Division
Jenny Kirchgatter, Asst. Zoning Administrator
Bill Sullivan, Madison Fire Department

I hereby acknowledge that I understand and will comply with the above conditions of approval for this project.

Signature of Applicant

*Signature of Property Owner
(If Not Applicant)*

LNDUSE-2022-00077			
For Official Use Only, Re: Final Plan Routing			
<input checked="" type="checkbox"/>	Planning Div. (T. Parks)	<input checked="" type="checkbox"/>	Engineering Mapping Sec.
<input checked="" type="checkbox"/>	Zoning Administrator	<input type="checkbox"/>	Parks Division
<input checked="" type="checkbox"/>	City Engineering	<input type="checkbox"/>	Urban Design Commission
<input checked="" type="checkbox"/>	Traffic Engineering	<input type="checkbox"/>	Recycling Coordinator
<input checked="" type="checkbox"/>	Fire Department	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Water Utility	<input type="checkbox"/>	Other:

Powers, Betsy

From: Steiner, John - DOT <John.Steiner@dot.wi.gov>
Sent: Tuesday, July 9, 2024 10:16 AM
To: Rathsack, Allison; Welch, John
Cc: Wienkes, Roxanne; Dunphy, Pamela; Abongwa, Clement
Subject: RE: Dane County and WisDOT Pond Discussion

Allison, I didn't want this to get too far out from responding to you. I have written an MOU for an agreement on the maintenance and coordination for this area. WisDOT OGC is reviewing quickly. Should be nothing of a surprise for this, general maintenance, and coordination if there are changes to the pond. We want to make sure the pond is still able to handle the storm water runoff from US 12/18 and not affect the city of Madison downstream at Pond A.

Once I have our review of the MOU, I will send it along. Thanks!!

From: Rathsack, Allison <rathsack.allison@danecounty.gov>
Sent: Friday, June 28, 2024 5:26 PM
To: Steiner, John - DOT <John.Steiner@dot.wi.gov>; Welch, John <Welch.John@danecounty.gov>
Cc: Wienkes, Roxanne <Wienkes.Roxanne@danecounty.gov>; Dunphy, Pamela <Dunphy@danecounty.gov>; Abongwa, Clement <Abongwa.Clement@danecounty.gov>
Subject: RE: Dane County and WisDOT Pond Discussion

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good afternoon John and thanks for your response!

Apologies for the delay on getting back you as we've had some internal discussions with on our end regarding Pond B. After discussion with our corporation counsel, we feel that a separate Agreement between Dane County and WisDOT is appropriate since we weren't a party to the original agreement. What are the next steps to get this process started and what's the anticipated timeline for this?

I also wanted to let you know about the preliminary design modifications to Pond B, outlined below:

1. Reduce the area of Pond B to approximately 7.5 acres (reduction area is from the dry basin).
2. Raise the perimeter berms grades.
3. Raise the revised emergency spillway.

These modifications are preliminary and will be finalized as part of our Plan of Operation for landfill permitting with WDNR. Note, design modifications will meet the City and County stormwater management requirements and will ensure there is no impact to stormwater from the roadways. We acknowledge that we'll need City Engineer approval to make these modifications.

Let us know if it's easier to discuss next steps in a meeting and thanks for your help and coordination on this!



Allison Rathsack | Special Projects & Materials Manager
Dane County Department of Waste & Renewables
1919 Alliant Energy Center Way
Madison, WI 53713
608.514.2319
landfill.countyofdane.com

From: Steiner, John - DOT <John.Steiner@dot.wi.gov>

Sent: Wednesday, June 19, 2024 10:10 AM

To: Welch, John <Welch.John@danecounty.gov>

Cc: Rathsack, Allison <rathsack.allison@danecounty.gov>; Wienkes, Roxanne <Wienkes.Roxanne@danecounty.gov>; Dunphy, Pamela <Dunphy@danecounty.gov>; Abongwa, Clement <Abongwa.Clement@danecounty.gov>

Subject: RE: Dane County and WisDOT Pond Discussion

https://dcimapapps.countyofdane.com/dcmapviewer/?page=Home#widget_11=active_datasource_id:dataSource_2,center:-9934700.165324982%2C5318024.986363778%2C102100,scale:8087.2188302722725,rotation:0,viewpoint:%7B%22rotation%22%3A0%2C%22scale%22%3A8087.2188302722725%2C%22targetGeometry%22%3A%7B%22spatialReference%22%3A%7B%22latestWkid%22%3A3857%2C%22wkid%22%3A102100%7D%2C%22x%22%3A-9934700.165324982%2C%22y%22%3A5318024.986363778%7D%7D

looking at this link in DCiMap for Dane county, you are correct that Dane county now owns this parcel. The maintenance of this pond is Dane county's responsibility as shown on exhibit 1 of this agreement.

Dane county highway did not have a signatory on this document because we already have our annual agreements with Dane county highway to perform our maintenance on our facilities. Pond B has been turned over/owned by Dane county now. This agreement shows that Dane county is responsible for the pond along with any corresponding easements, maintenance agreements, and rights to modify the pond along with WisDOT. This is because we have highway pipes that drain into Pond B and any modifications could change the drainage ability that it is designed for to keep water off the highways.

It also states that any modifications to Pond B shall be subject to the written approval of the City engineer based on the pond to meet applicable storm water requirements. This is because the pond has culverts that drain toward Pond A which is the City's and may affect it if Pond B is altered.

So, with all that being stated, are you wanting a new agreement with the County now on just this section for Pond B? I am wondering if we could write a short addendum modifying this section with signatures from Dane county, WisDOT and maybe the City?

From: Welch, John <Welch.John@danecounty.gov>

Sent: Wednesday, June 19, 2024 8:36 AM

To: Steiner, John - DOT <John.Steiner@dot.wi.gov>

Cc: Rathsack, Allison <rathsack.allison@danecounty.gov>; Wienkes, Roxanne <Wienkes.Roxanne@danecounty.gov>; Dunphy, Pamela <Dunphy@danecounty.gov>

Subject: Re: Dane County and WisDOT Pond Discussion

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Hi John,

Thank you for your response. Could you please help us better understand what needs to happen to transfer this? Ali provided the sales agreement showing that Dane County W&R owns the pond. What steps do we need to take to make a transfer official? Is it an agreement with WisDOT, the City, Dane County Highway, or some combination? We are under a bit of a tight timeline to get this approved, along with some potential modifications to the pond. Thank you for your assistance!

Respectfully,
John Welch
Director

Sent from my iPhone

On Jun 18, 2024, at 10:20 AM, Steiner, John - DOT <John.Steiner@dot.wi.gov> wrote:

Allison, just getting back to you. I reached out to city of Madison and Dane county highways to see if these discussions or transfer has happened. Thanks!!

From: Rathsack, Allison <rathsack.allison@danecounty.gov>
Sent: Monday, June 3, 2024 1:37 PM
To: Steiner, John - DOT <John.Steiner@dot.wi.gov>
Cc: Welch, John <Welch.John@danecounty.gov>; Wienkes, Roxanne <Wienkes.Roxanne@danecounty.gov>; Dunphy, Pamela <Dunphy@danecounty.gov>
Subject: Dane County and WisDOT Pond Discussion

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Good afternoon John and I hope you're doing well!

I was wondering if there's been any movement on the pond maintenance agreement transfer from the City to the County, specifically for Pond B, since the County purchased the property back in February 2023? I've attached the City agreement for reference.

Please let us know the timeline on this agreement transfer or if another meeting to discuss this would be useful.

Looking forward to our continued discussions.

Thanks,



Allison Rathsack | Special Projects & Materials Manager
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