

# Dane County Contract Cover Sheet

Revised 01/2022

RES 440

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

<b>Contract #</b> Admin will assign	14744
<b>Type of Contract</b>	
<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	
<b>Name</b>	John Welch	<b>Name</b>	City of Madison-Office of Real Estate
<b>Phone #</b>	608-516-4154	<b>Phone #</b>	
<b>Email</b>	welch@countyofdane.com	<b>Email</b>	ores@cityofmadison.com
<b>Purchasing Officer</b>	Pete Patten		

<b>Purchasing Authority</b>	<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)	<b>RFB/RFP #</b>
	<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.

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

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

APPROVAL
<b>Dept. Head / Authorized Designee</b>


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

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

## Goldade, Michelle

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**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.

1  
2  
3 **2021 RES-440**

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

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

11  
12 The County and the City have negotiated the purchase of a portion of the Yahara Hills  
13 Golf Course, located directly south of the existing landfill across US Highway 12/18. This  
14 property provides approximately 232 acres of land to accommodate a Sustainability  
15 Campus which will include: a future landfill, composting operation, and a sustainable  
16 business park. The intent of the Sustainability Campus is to create opportunities for  
17 education, reuse, repair, recycling, research and other activities that will ultimately  
18 prevent or divert waste.

19  
20 The negotiated purchase price for the land is \$24,000/acre. As part of the purchase, the  
21 County and the City have agreed upon the terms of a Sustainability Campus and Landfill  
22 Development Agreement (Development Agreement) in which the parties will cooperate  
23 in the development of the landfill and the Sustainability Campus. Per the Development  
24 Agreement, the parties will work jointly in obtaining land use approvals and the permits  
25 for construction and operation of the landfill and compost site. W&R and the City will  
26 also apply for an amendment to the neighborhood development plan and full inclusion in  
27 the Central Urban Service Area to extend water and sewer to the site.

28  
29 The Development Agreement also addresses joint cooperation in identifying goals of the  
30 Sustainability Campus and developing measurable metrics that will serve as a condition  
31 for a possible future sale of additional adjacent lands to the County. The Parties have  
32 also agreed upon the terms of a revised and amended Solid Waste Agreement to  
33 address the City's use and fees at the current Rodefild Landfill and proposed landfill  
34 through 2032. The Parties have also agreed upon the terms of a Yahara Area  
35 Intergovernmental Agreement to establish cooperation and alignment between the  
36 Parties on broader development goals in the Yahara Hills neighborhood.

37  
38 As planning and permitting for the site will take time, the County will allow the City to  
39 continue operating its golf course on a portion of the property for a limited time. In order  
40 to accommodate the City's golf course needs and the County's construction plans, the  
41 County will lease back portions of the property to the City for the fee of \$1/year. The  
42 leased back portions of the property will shrink in time as construction moves forward.  
43 Additionally, the County will grant an access easement to the City to relocate its  
44 irrigation system as the golf course changes.

45  
46 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors  
47 and the Dane County Executive hereby authorize the purchase of approximately 232  
48 acres from the City for \$24,000/acre according to a survey and any miscellaneous costs  
49 associated with the transaction per Wis. Stats Chapter 27.03(3); and

50  
51 **THEREFORE, BE IT FURTHER RESOLVED** that the Dane County Executive and the  
52 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 Rodefeld 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, Dane Grantee Executive

State of Wisconsin     )  
                                  )ss.  
Grantee of Dane         )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named Joseph T. Parisi known to me to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Print name: \_\_\_\_\_

Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_



**Exhibit A**  
Legal Description of Option Property

**Exhibit B**  
Map 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 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, 686.93 feet to the Northeast corner of Certified Survey Map 6823 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 6823, 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°20'41" 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, 444.66 feet to the Southeast Quarter of Section 25; thence North 88°09'20" 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.

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 72°52'43" East, 319.21 feet;  
 South 72°02'15" East, 80.04 feet;  
 South 00°25'45" West, 95.01 feet;  
 North 88°14'23" East, 268.48 feet;  
 South 72°02'15" East, 398.29 feet;  
 South 69°43'07" East, 198.57 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, 58.35 feet;  
 South 06°59'06" East, 75.62 feet to the West right of way line of County Highway AB;

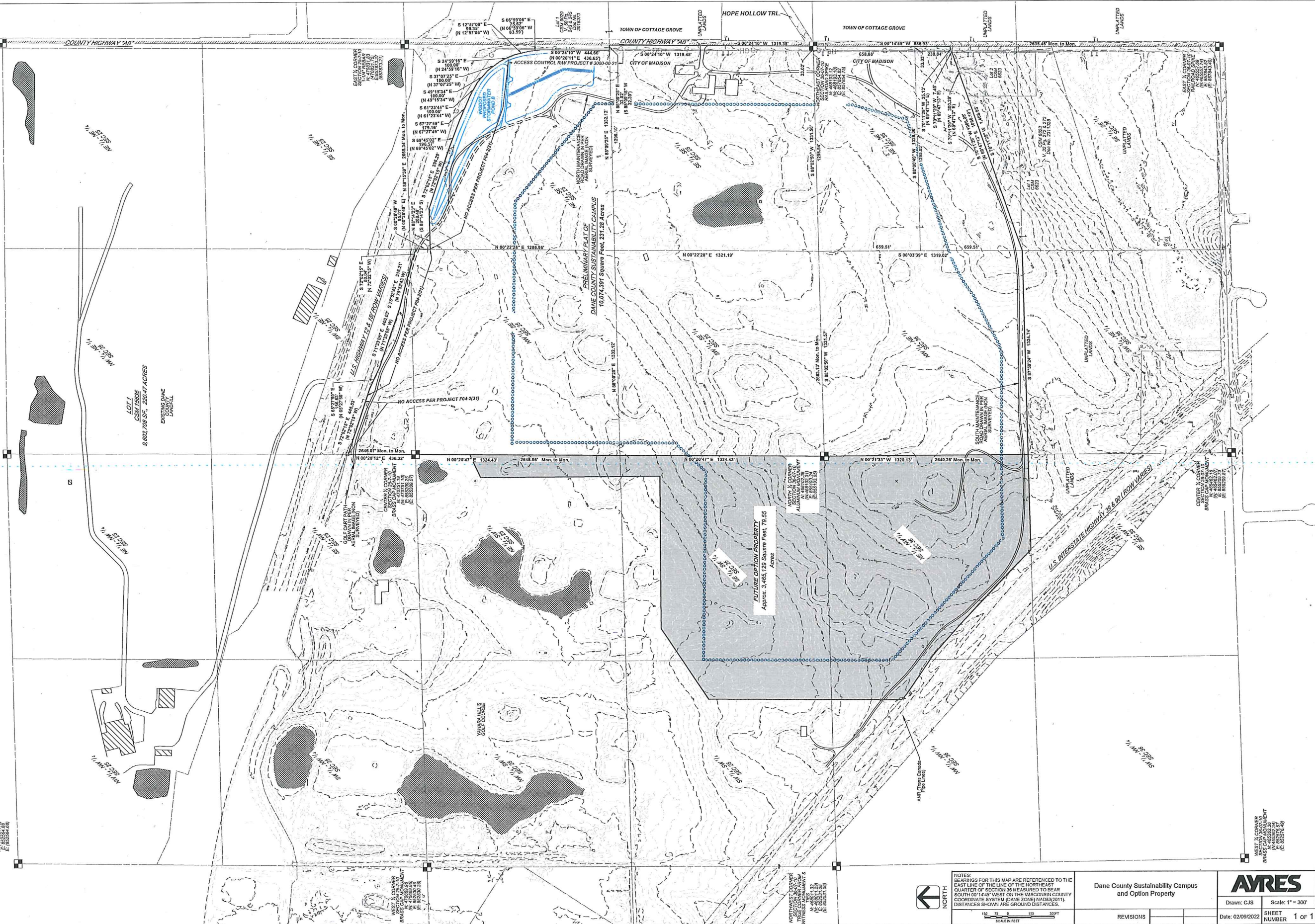
thence South 00°24'10" West, along said West right of way line, 444.66 feet to the South line of the Northeast Quarter of the Southeast Quarter of Section 25;

thence North 88°09'20" 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.

LEGEND	
■	FOUND SECTION CORNER
(100.00)	RECORD BEARING OR DISTANCE
—	SECTION LINE
—	QUARTER LINE
—	SIXTEENTH LINE
—	RIGHT OF WAY LINE
—	PROPERTY LINE
—	MUNICIPAL BOUNDARY
—	OWNER'S PROPERTY LINE
—	UNDERGROUND WATER LINE
—	UNDERGROUND ELECTRIC
—	ABANDONED WATER LINE
—	ABANDONED ELECTRIC LINE
—	UNDERGROUND GAS LINE
—	OVERHEAD ELECTRIC
—	UNDERGROUND TELEPHONE
—	UNDERGROUND TELEPHONE
—	PROPOSED WADOT STORM
—	WATER PONDS
—	LIMITS OF WASTE



NORTHEAST CORNER  
SPINE W/DAKE COUNTY HWY  
(E: 82781.26)

NORTHWEST CORNER  
TRIPLE CORNER COMPILER FROM  
MEASURED CORNER AND TIES  
(E: 82524.48)

NORTHWEST CORNER  
BRASS CAP MONUMENT  
(E: 82524.48)

EAST 1/4 CORNER  
RAILROAD CORNER  
(E: 82784.26)



NOTES:  
BEARINGS FOR THIS MAP ARE REFERENCED TO THE EAST LINE OF THE LINE OF THE NORTHEAST QUARTER OF SECTION 36 MEASURED TO BEAR SOUTH 00°14'45" WEST ON THE WISCONSIN COUNTY COORDINATE SYSTEM (DAKE ZONE) NAD83(2011). DISTANCES SHOWN ARE GROUND DISTANCES.

Dane County Sustainability Campus and Option Property	
Drawn: CJS	Scale: 1" = 300'
Date: 02/09/2022	SHEET NUMBER 1 of 1
REVISIONS	

**AVRES**