

Dane County Contract Cover Sheet

Revised 01/2025

Res 269

Dept./Division	Dane County Department of Waste and Renewables		
Vendor Name	NA	MUNIS #	
Brief Contract Title/Description	AGREEMENT BETWEEN THE CITY OF MADISON, MADISON METROPOLITAN SEWERAGE DISTRICT, AND THE COUNTY OF DANE REGARDING SANITARY CONNECTION CHARGES FOR DANE COUNTY LANDFILL SITE NO. 3		
Contract Term	Indefinite		
Contract Amount	NA		

Contract # Admin will assign	16047
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" 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 type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Roxanne Wienkes	Name	NA
Phone #	608-509-6681	Phone #	NA
Email	wienkes.roxanne@danecounty.gov	Email	NA
Purchasing Officer	Pete Patten		

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

MUNIS Req.	Req #	NA	Org:		Obj:		Proj:	\$
	Year		Org:		Obj:		Proj:	\$
			Org:		Obj:		Proj:	\$

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

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	269
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Year	2025
	<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 checked="" type="checkbox"/> Modifications and reviewed by: Dave Gault	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Wienkes, Roxanne	Digitally signed by Wienkes, Roxanne Date: 2025.12.11 09:39:44 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/11/25	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, December 18, 2025 10:24 AM
To: Hicklin, Charles; Patten, Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #16047
Attachments: 16047.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 12/18/2025 11:05 AM	Approve: 12/18/2025 11:05 AM
	Patten, Peter	Read: 12/18/2025 11:51 AM	Approve: 12/18/2025 11:52 AM
	Gault, David	Read: 12/18/2025 10:33 AM	Approve: 12/18/2025 10:35 AM
	Cotillier, Joshua	Read: 12/18/2025 10:33 AM	Approve: 12/18/2025 10:42 AM
	Stavn, Stephanie	Read: 12/18/2025 3:03 PM	
	Oby, Joe		

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

Contract #16047

Department: Waste & Renewables

Vendor: City of Madison & MMSD

Contract Description: MOU re: Sanitary Connection Charges for Landfill Site #3 (Res 269)

Contract Term: indefinite

Contract Amount: \$-

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 currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

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AGREEMENT REGARDING SANITARY CONNECTION CHARGES

Between the City of Madison, Madison Metropolitan Sewerage District, and the County of Dane

THIS MEMORADUM OF UNDERSTANDING (this “MOU” or “Agreement”), effective on of the last date signed by any party, (the “Effective Date”), is made by and among the CITY OF MADISON, a Wisconsin municipal corporation (the “City”), MADISON METROPOLITAN SEWERAGE DISTRICT, a Wisconsin municipal corporation, (the “District”); and the COUNTY OF DANE, a Wisconsin quasi-municipal corporation (the “County”) (collectively, the “Parties”).

RECITALS

WHEREAS, the County currently operates a solid waste landfill located at 7102 Maahic Way in the City of Madison, Dane County, Wisconsin, known as Dane County Landfill Site No. 2 (also known as the “Rodefild Landfill”). The County has been providing solid waste disposal at the Rodefild Landfill for over 40 years, but its current capacity is only projected to last until approximately 2030; and,

WHEREAS, in February 2023, the City sold a portion of land (the “Site”), previously used for the Yahara Hills Golf Course, located at 7103 Millpond Road/4402 Brandt Road, in the City of Madison, to the County for which a portion of the land (Lot 1) was identified for the development of a sustainable business park and another portion (Lot 2) was identified for the construction and operation of the Dane County Landfill Site No. 3; and

WHEREAS, the County has applied to the Wisconsin Department of Natural Resources for a license to construct and operate the Dane County Landfill Site No. 3 on a portion of Lot 2 of the Site pursuant to Ch. 289, Subchapter III, Wis. Stats.; and,

WHEREAS, the County paid for the extension of water and sanitary sewer utilities to the Site in coordination with the Wisconsin Department of Transportation USH 12 & CTH AB Interchange project (3080-01-05) and paid the amount required for District connection charges to the City of Madison in the amount of \$207,443.57 for 1,305,880 square feet of area in Lot 1 in September 2023; and,

WHEREAS, the City has operated a municipal golf course on the Site since 1968, and intends to continue operating an 18-hole golf course that is partially located on Lot 2 and is more particularly described on the attached Exhibit A which will not be served by the sanitary system; and,

WHEREAS, the Parties to this Agreement wish to clarify responsibility as between the City and County for payment to the District of connection charges for sewer utility infrastructure.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the Parties, each of them does hereby covenant and agree with the other as follows:

1. Development. The County will develop the Site in accordance with the site concepts in the conditional use permit (ID 89775; LNDUSE-2025-00071) submitted to the City of

Madison and the feasibility report submitted to and conditionally approved by the Wisconsin Department of Natural Resources.

2. **District Connection Charges.** The County acknowledges that, as a condition of the approval of the conditional use permit for the Site, the City has requested that connection charges owed to the District be paid by the County for areas that will be authorized to receive sewerage service from the District. The County shall pay applicable connection charges to the City. The City shall pay applicable charges to the District. The Parties acknowledge that nothing in this Agreement supersedes or alters any requirements in the District's Sewer Use Ordinance or any other District ordinances, rules, regulations, resolutions, or policies regarding connection charges.

3. **Charges Currently Due.** The leased area depicted in Exhibit A will continue to be used by the City for operation of a golf course and the area will not receive sewerage service at this time. Upon mutual agreement of the Parties to this Agreement, no connection charges are due at this time for the leased area in Lot 2. The County intends to develop the remaining area in Lot 2 into landfill or landfill related infrastructure that will receive sewerage service and charges are currently due for this area. The County shall pay to the City and the City shall pay to the District all connection charges currently due by December 31, 2025.

4. **Future Charges.** Upon future development of infrastructure that is served by the sanitary sewer system in the area depicted in Exhibit A, the County will pay the remainder of the charges. The rate for connection charges will be the rate established by the District at the time of the development.

5. **Termination.** This Agreement shall terminate upon the written agreement of the Parties hereto. Upon termination of this Agreement, this Agreement shall be null and void and, except for obligations that expressly survive termination, the Parties shall not have any further obligations or liabilities hereunder. If this Agreement is terminated, the Parties hereto shall continue comply with all requirements for payment of connection charges in the District's Sewer Use Ordinance or any other District ordinances, rules, regulations, resolutions, or policies regarding connection charges. Upon such termination the Parties shall deliver to each other such documents as may be necessary to evidence the termination of this Agreement.

6. **Authority.** Each of the undersigned individuals signing this Agreement represent and warrant that they have the power and authority to sign this Agreement on behalf of the entity they represent.

(Signatures begin on next page.)

CITY OF MADISON, WISCONSIN,
a municipal corporation

By: _____
Satya Rhodes-Conway
Mayor

By: _____
Lydia McComas
City Clerk

The execution of this Agreement by City officials was authorized by Enactment No. _____,
File ID No. _____, adopted _____, 2026.

[Signatures Continue on Following Page]

**MADISON METROPOLITAN SEWERAGE
DISTRICT,**
a municipal corporation

By: 

**Eric Dundee, Executive Director
December 9, 2025**

By: _____

~~The execution of this Agreement by County officials was authorized by Enactment No.
_____, File No. _____, adopted _____, 2026~~

[Signatures Continue on Following Page]

COUNTY OF DANE, WISCONSIN,
a municipal corporation

By: _____
Melissa Agard
County Executive

By: _____
Scott McDonell
County Clerk

The execution of this Agreement by County officials was authorized by Enactment No.
_____, File No. _____, adopted _____, 2026

EXHIBIT A

Legal Description of the Area Subject to Future Connection Charges

TAX PARCELS 251/0710-254-0097-1 & 251/0710-254-0098-9

18 HOLE GOLF LEASE LEGAL DESCRIPTION:

A part of Lots 1 and 2, Certified Survey Map 16345, recorded in Volume 121 of Certified Survey Maps on Pages 247 - 266 as Document 5924987, 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, and the South line of Lot 2, Certified Survey Map 16345, aforesaid; thence South 70°11'29" West, along said 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

