

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:
	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)	
	<input checked="" type="checkbox"/>	Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res # 440
	<input checked="" type="checkbox"/>	A copy of the Resolution is attached to the contract cover sheet.	Year 2021

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/>	No modifications.	<input type="checkbox"/>
<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.

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.

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: _____

Scott McDonell
County Clerk

Date: _____

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

