

Dane County Contract Cover Sheet

RES 130

Dept./Division	Airport/Administratoion
Vendor Name	Total Administrative Services Corporation
Vendor MUNIS #	17129
Brief Contract Title/Description	Right of First Refusal Agreement for lease of 167,639 sq ft of Dane County owned land ;Lease #DCRA 2005-07; DC-RA 84-8
Contract Term	Term of the Right of First Refusal is thirty (30) months.
Total Contract Amount	\$ 500.00 per year

Contract # <small>Admin will assign</small>	10676A
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res # 130
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year 2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	7/28/20		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Rodney Knight, Airport Counsel	Name	Bruce Rashke
Phone #	608.246.3388	Phone #	888.595.2261
Email	knight@msnairport.com	Email	
Address	4000 International Lane Madison, WI 53704	Address	2302 International Lane Madison, WI 53704

Certification: The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	<i>Kimberly Jones</i>	7/24/2020
	Printed Name	
	Kimberly Jones, Airport Director	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
Corporation Counsel	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, July 28, 2020 10:00 AM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie
Subject: Contract #10676A
Attachments: 10676A.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/28/2020 10:05 AM	
	Clow, Carolyn		Approve: 7/28/2020 10:01 AM
	Gault, David	Read: 7/28/2020 10:00 AM	Approve: 7/28/2020 10:01 AM
	Lowndes, Daniel		Approve: 7/28/2020 10:10 AM
	Stavn, Stephanie	Read: 7/28/2020 10:12 AM	

Contract #10676A
Department: Airport
Vendor: Total Administrative Services Corporation
Contract Description: Right of First Refusal Agreement for Lease of Land (Res 130)
Contract Term: 6/22/20 – 1/1/23
Contract Amount: \$500/year

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

Thanks much,
Michelle

Michelle Goldade

Administrative Assistant II
Dane County Department of Administration
Room 362, 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

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, July 29, 2020 4:31 PM
To: Hicklin, Charles
Subject: FW: Contract #10676A
Attachments: 10676A.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/29/2020 4:31 PM	Approve: 7/29/2020 4:31 PM

From: Goldade, Michelle
Sent: Tuesday, July 28, 2020 10:00 AM
To: Hicklin, Charles <Hicklin@countyofdane.com>; Clow, Carolyn <clow.carolyn@countyofdane.com>; Gault, David <Gault@countyofdane.com>; Lowndes, Daniel <Lowndes@countyofdane.com>
Cc: Stavn, Stephanie <Stavn@countyofdane.com>
Subject: Contract #10676A

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Department: Airport
Vendor: Total Administrative Services Corporation
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Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Thanks much,
Michelle

Michelle Goldade

Administrative Assistant II
Dane County Department of Administration
Room 362, City-County Building
210 Martin Luther King, Jr. Boulevard
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PH: 608/266-4941
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2020 RES-130

**APPROVING EXECUTION OF RIGHT OF FIRST REFUSAL AGREEMENT
REGARDING LEASE OF LAND AT DANE COUNTY REGIONAL AIRPORT**

Total Administrative Services Corporation

Under Lease No. DCRA 2005-07, Total Administrative Services Corporation (TASC) has for 15 years leased 167,639 square feet of Dane County owned land located on International Lane, adjacent to the Dane County Regional Airport. The foregoing leased premises abuts a parcel of land owned by TASC. Both the leased premises and the parcel owned by TASC have been improved with office buildings, parking lots, and associated improvements. TASC is presently considering expanding its office complex onto adjacent vacant land owned by Dane County, and perhaps purchasing a privately owned building that is located on a nearby parcel leased from the County. TASC has requested that, effective during the planning stages of its potential expansion, Dane County grant it a right of first refusal with respect to the leasing of the foregoing land, including pre-approval of an assignment of the lease held by the owner of the above described privately owned building. The term of the Right of First Refusal Agreement is 30 months, and consideration for the grant thereof is \$500. The Agreement may be extended for the same consideration, absent notice to the contrary provided to TASC by Dane County.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are hereby authorized to execute, on behalf of the County of Dane, a Right of First Refusal Agreement, granting to TASC a right of first refusal and pre-approval of a lease assignment, as set forth above.

This instrument was drafted by
and should be returned to:
Attn: Derek J. Taylor
Husch Blackwell LLP
555 E. Wells Street, Suite 1900
Milwaukee, WI 53202

**RIGHT OF FIRST
REFUSAL AGREEMENT**

Parcel I.D. Numbers:
251/0810-304-0089-0 and
251/0810-304-0001-4

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "**Agreement**") is made this 22 day of June, 2020, by and between **DANE COUNTY**, a Wisconsin quasi-municipal corporation ("**Grantor**"), and **TOTAL ADMINISTRATIVE SERVICES COPORATION**, a Wisconsin corporation, or its successors or assigns ("**Grantee**").

RECITALS

WHEREAS, Grantor is the fee simple owner of certain land located in Dane County, Wisconsin and having a tax parcel number 251/0810-304-0089-0, more particularly described on Exhibit A ("**Property**");

WHEREAS, a portion of the Property commonly referred to as 2202 International Lane, Madison, Wisconsin 53704, CSM No. 928, Outlot 1 and Lot 3 ("**Vacant Land**") is vacant;

WHEREAS, a portion of the Property commonly referred to as 2104 International Lane, Dane County, Wisconsin 53704 ("**Leased Land**") is the subject of a Lease No. DC-RA 84-8 between Grantor and CES Enterprises, or its successors or assigns, ("**Tenant**") dated July 12, 1984 ("**Lease**"), the term of which expires on July 31, 2083 ("**Lease Term**");

WHEREAS, a building owned by Tenant and having a tax parcel number 251/0810-304-0001-4 ("**Building**") is located on the Leased Land;

WHEREAS, Grantor has agreed to grant to Grantee a right of first refusal to lease the Vacant Land and the Leased Land (if such Leased Land becomes available for lease) upon the terms and conditions herein set forth;

NOW THEREFORE, in consideration of Five Hundred Dollars (\$500.00) in hand paid to Grantor by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged by Grantor, the parties hereto agree as hereinafter set forth.

1. **RIGHT OF FIRST REFUSAL.**

1.1 **Vacant Land.** Grantee shall have a right of first refusal with respect to the Vacant Land as follows:

- (a) If, during the term of this Agreement, Grantor receives from a third party an offer to lease all or any portion of the Vacant Land on terms acceptable to Grantor ("**Third-Party Vacant Land Offer**"), Grantor shall provide Grantee written notification of the Third-Party Vacant Land Offer ("**Vacant Land Offer Notice**") within ten (10) calendar days of receipt, enclosing a true and correct copy of the Third-Party Vacant Land Offer with the Vacant Land Offer Notice. Grantee shall have 30 calendar days from receipt of the Vacant Land Offer Notice to provide to Grantor a binding offer to lease the Vacant Land ("**Grantee Vacant Land Offer**") upon the same or better terms than those set forth in the Third-Party Vacant Land Offer. Upon Grantor's determination that the Grantee Vacant Land Offer contains terms that are the same or better than the terms set forth in the Third-Party Vacant Land Offer, Grantor and Grantee shall enter into a lease agreement for the Vacant Land on the terms contained in the Grantee Vacant Land Offer. In the event Grantee fails to timely provide Grantor with an offer upon the same or better terms than those set forth in the Third-Party Vacant Land Offer, as reasonably determined by Grantor, Grantee's right of first refusal as provided herein shall be extinguished.

1.2 **Leased Land.** Upon the expiration of the Lease Term or earlier termination of the Lease pursuant to the terms thereof, Grantee shall have a right of first refusal with respect to the Leased Land as follows:

- (a) If, during the term of this Agreement, Grantor receives from a third party an offer to lease the Leased Land on terms acceptable to Grantor ("**Third-Party Leased Land Offer**"), Grantor shall provide Grantee written notification of the Third-Party Leased Land Offer ("**Leased Land Offer Notice**") within ten (10) calendar days of receipt, enclosing a true and correct copy of the Third-Party Leased Land Offer with the Leased Land Offer Notice. Grantee shall have 30 calendar days from receipt of the Leased Land Offer Notice to provide to Grantor a binding offer to lease the Leased Land ("**Grantee Leased Land Offer**") upon the same or better terms than those set forth in the Third-Party Leased Land Offer. Upon Grantor's determination that the Grantee Leased Land Offer contains terms that are the same or better than the terms set forth in the Third-Party Leased Land Offer, Grantor and Grantee shall enter into a lease agreement for the Leased Land on the terms contained in the Grantee Leased Land Offer. In the event Grantee fails to timely provide Grantor with an offer upon the same or better terms than those set forth in the Third-Party

Leased Land Offer, as reasonably determined by Grantor, Grantee's right of first refusal as provided herein shall be extinguished.

2. CONSENT TO ASSUMPTION OF LEASE.

2.1 In the event that Grantee or its affiliates, subsidiaries, successors or assigns become the owner of record of the Building at any time during the term of this Agreement, Grantor hereby, subject to Sections 5 and 6 herein, consents to an assignment of the Lease from Tenant or its successors or assigns, as the case may be, to Grantee or its affiliates, subsidiaries, successors or assigns.

3. TERM.

3.1 All rights and interests herein created and set forth in this Agreement shall remain in existence and shall constitute a valid encumbrance upon the Property for thirty (30) months ("**Term**"), except that the same shall be extinguished by the occurrence of any one or more of the following events:

(a) a lease of the entire Property to Grantee pursuant to the exercise of both of the rights of first refusal, as herein provided, and upon compliance by Grantor with all of the terms and conditions of this Agreement; or

(b) a lease of the entire Property to any person other than Grantee pursuant to and upon compliance by Grantor with all of the terms and conditions of this Agreement.

At Grantee's option, the Term of this Agreement may be extended for up to three additional thirty (30) month periods, provided Grantee gives Grantor, no more than sixty (60) days prior to the expiration of the then current Term, written notice that Grantee is exercising said option and includes therewith an additional payment of Five Hundred Dollars (\$500) in consideration for such extended term. Notwithstanding the foregoing, Grantor may give to Grantee, no less than ninety (90) days prior to the expiration of the then current Term, prior written notice that additional extension(s) will be unavailable, and after such time Grantee will have no further extension rights hereunder.

4. NOTICES. Each notice or communication under this Agreement shall be deemed delivered and received if in writing and either: (i) personally delivered; (ii) delivered by reliable overnight courier service; or (iii) deposited with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, delivered or addressed to the Grantor or Grantee, as appropriate, at the address set forth below or such other address as may have been designated by the party by written notice hereunder. The inability to deliver a notice or communication because of a changed address of which no notice was given or an inoperative email address for which no notice was given, or any rejection or other refusal to accept any notice or communication, shall be deemed to be the delivery and receipt of the notice or communication as of the date of such inability to deliver or rejection or refusal to accept.

If to Grantor:

Dane County
c/o Airport Director
Dane County Regional Airport
4000 International Lane
Madison, WI 53704

with copies to:

Airport Counsel
Dane County Regional Airport
4000 International Lane
Madison, WI 53704

If to Grantee:

Total Administrative Services Corporation
2302 International Lane
Madison, Wisconsin 53704
Attn: Bruce J. Rashke

with copies to:

Husch Blackwell LLP
555 East Wells Street, Suite 1900
Milwaukee, Wisconsin 53202
Attn: Derek J. Taylor

Or to such other address or addresses as either party may designate by written notice to the other party.

5. PROVISIONS REGARDING LOANS AND MORTGAGES. All leases involving the transactions referenced in this Agreement, and Grantor and Grantee as parties thereto, that are hereafter assigned, amended or entered into shall include a provision stating that Grantee, as lessee thereunder, shall have the right to subordinate its leasehold interest and the improvements on the demised premises to which it holds title, provided Grantee shall not have any right to encumber all or any portion of Grantor's fee simple interest in the demised premises.

6. PROVISIONS REGARDING IMPROVEMENT UPON LEASE TERMINATION. All leases involving the transactions referenced in this Agreement, and Grantor and Grantee as parties thereto, that are hereafter assigned, amended or entered into shall include a provision stating that upon expiration of said lease, or earlier termination not due to default or breach by the lessor thereunder, the lessee shall, at the lessor's option, either convey to the lessor, without

consideration, clear title to all improvements the lessee, or others on lessee's behalf, have made upon the demised premises or remove at lessee's expense any such improvements and restore all areas of the demised premises affected by removal of said improvements to the condition such areas were in prior to construction or installation of the improvements. In the event of an assignment of improved property the foregoing option also applies to improvements existing on the demised premises at the time of assignment.

7. MISCELLANEOUS.

7.1 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns, and shall replace entirely any other right of refusal or option to lease or purchase land which may previously have been entered into between Grantee and Grantor or their predecessors in interest. Upon Grantor's approval, which shall not be unreasonably withheld, this Agreement may be assigned by Grantee, in whole or in part.

7.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law.

7.3 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.4 **Entire Agreement.** This Agreement supersedes all prior agreements between the parties with regard to the subject matter hereof. This Agreement can only be modified by a written instrument signed by both parties and recorded in the Office of the Register of Deeds for Dane County.

7.5 **Construction of Agreement.** This Agreement has been fully reviewed and negotiated by the parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

7.6 **No Warranty; Entire Agreement.** No representations, statements, warranties or agreements in connection with this Agreement have been made except as expressly stated herein. This Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between Grantor and Grantee, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof.

7.7 **Authority.** Each individual executing this Agreement on behalf of a corporation, limited liability company, trust or other entity represents and warrants that he or she is authorized to do so on behalf of such corporation, limited liability company, trust or other entity. Grantor warrants and represents to Grantee that Grantor is the current fee simple owner of the Property, and Grantor is authorized to execute and deliver this Agreement without the consent of any other person or entity.

7.8 **Severability.** If any term, clause or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be determined or held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the maximum extent possible. In lieu of any such term, clause or provision of this Agreement which is so determined or held by a court to be illegal, invalid or unenforceable, there shall, to the extent practicable and reasonable, given the extant circumstances, be inserted as a part of this Agreement a term, clause or provision as nearly identical to that stricken from this Agreement by virtue of such determination or holding which is not illegal, invalid or unenforceable.

7.9 **Recording.** Either party may record this Agreement in the Office of the Register of Deeds of Dane County, Wisconsin. Upon the expiration or termination of this Agreement as to all or any portion of the Property, either party, upon written request from the other party, shall execute and deliver an instrument in recordable form prepared by the requesting party evidencing expiration or termination of this Agreement. Either party may re-record this Agreement if necessary during the Term to continue the Term pursuant to Wis. Stat. §893.33.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GRANTOR:

DANE COUNTY, a Wisconsin
quasi-municipal corporation

By: _____
Joe Parisi, Executive
Dane County, Wisconsin

The signature of Joe Parisi, Executive of
Dane County Wisconsin, was Subscribed
and sworn to before me this
_____ day of _____, 2020.

Notary Public, State of Wisconsin
My Commission: _____


By: _____
Scott McDonell, Clerk
Dane County, Wisconsin

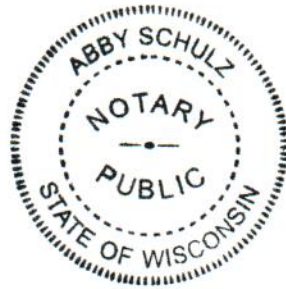
The signature of Scott McDonell, Clerk
of Dane County Wisconsin, was
Subscribed and sworn to before me this
_____ day of _____, 2020.

Notary Public, State of Wisconsin
My Commission: _____

GRANTEE:

**TOTAL ADMINISTRATIVE SERVICES
CORPORATION**, a Wisconsin corporation,
and its affiliates, subsidiaries, successors and
assigns

By: 
Name: Daniel N. Rashtka
Title: Owner



Subscribed and sworn to before me this
22 day of June, 2020.



Notary Public, State of Wisconsin
My Commission: October 23, 2021

EXHIBIT A

Property

Parcel A:

Lot One (1), Truax Air Park West, City of Madison, Dane County, Wisconsin.

Parcel B:

Outlot One (1) and Three (3), except the Northwesterly 50 feet of said Lot 3, Certified Survey Map No. 928, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, on September 1, 1972, in Volume 4 of Certified Survey Maps, Pages 166-167, as Document No. 1339389, located in the City of Madison, Dane County, Wisconsin.

Parcel C:

Lot One (1) of Certified Survey Map No. 1275 recorded in the Dane County Register of Deeds office in Volume 5 of Certified Survey Maps, Page 205, as Document No. 1377842, in the City of Madison, Dane County, Wisconsin.

Tax Parcel Nos.:

251/0810-304-0089-0 and

251/0810-304-0001-4

Property Addresses:

2202 International Lane, Madison, Wisconsin 53704

2104 International Lane, Madison, Wisconsin 53704