

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT AIRPORT	CONTRACT/ADDENDUM #: 8356A																											
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;">Contract</td> <td style="width: 40%; border-bottom: 1px solid black;">if Addendum, please include original contract number</td> <td style="width: 30%; border-bottom: 1px solid black;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	if Addendum, please include original contract number	Addendum	↓		↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: _____ To: _____																												
4. Amount of Contract or Addendum																												
5. Purpose: Wright Street, LLC leases County-owned land adjacent to the Airport. This amendment clarifies the lease provision addressing collateral for mortgages related to improvement on the leased premises.																												
6. Vendor or Funding Source:																												
7. MUNIS Vendor Code: 10355																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
10. Are funds included in the budget? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption: <u>2014 RES-401 (ATTACHED)</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval <i>[Signature]</i>																												

CONTRACT REVIEW/APPROVALS

VENDOR

Initials	Received	Ftnt	Date In	Date Out
<i>MJ</i>	Received		11-19-14	
<i>[Signature]</i>	Controller			11/19/14
<i>[Signature]</i>	Corporation Counsel		11/19/14	11/19/14
<i>[Signature]</i>	Risk Management		11/19/14	11/19/14
<i>[Signature]</i>	ADA Coordinator		11/19/14	11/19/14
<i>[Signature]</i>	Purchasing Agent		11/19/14	11/19/14
_____	County Executive			

Vendor Name & Address Wright Street, L.L.C. 11619 W. Dixon Street Milwaukee, WI 63214
Contact Person
Phone No.
E-mail Address

Footnotes:

1. _____
2. _____

Return To:	Name/Title: <u>Kimberly S. Jones</u> Dept.: <u>Airport</u>
	Phone: <u>246-3391</u> Mail Address: <u>4000 International Lane</u>
	E-mail: <u>jones.kimberly@msnairport.com</u> <u>Madison, WI 53704</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 11-19-14 Signed: [Signature]

Telephone Number: _____ Print Name: _____

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

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2014 RES-401
AUTHORIZING AMENDMENT TO LEASE INVOLVING LAND
AT DANE COUNTY REGIONAL AIRPORT

Under Lease No. DCRA 97-3 Wright Street, LLC leases from Dane County approximately 2.21 acres of land in Truax Air Park West on which it has constructed a building and an associated parking lot. Dane County and Wright Street, LLC desire to amend Lease No. DCRA 97-3 to clarify that the lessee's leasehold interest is available to secure a loan, but the County's fee simple interest in the leased property may not be mortgaged or otherwise encumbered by the lessee. The subject Amendment To Lease makes the necessary changes to the original lease terms.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to execute on behalf of Dane County an Amendment to Lease DCRA 97-3 clarifying the provisions therein regarding mortgaging or otherwise encumbering the leased premises, as set forth above.

AMENDMENT TO LEASE

DCRA 97-3

THIS AMENDMENT TO LEASE is entered into by and between Dane County (hereinafter, "Lessor") and WRIGHT STREET, L.L.C., a Wisconsin limited liability company, as successor to Ronald Carlson and Jerry Shipman (hereinafter, "Lessee") and shall be effective as of the date by which it is fully executed by all parties.

WITNESSETH:

WHEREAS Lessee is by assignment a party to a lease with Lessor executed July 1, 1997, identified as Lease No. DCRA 97-3 and heretofore amended by an Addendum to Lease dated July 13, 2005 (hereinafter, the "Lease") under the terms of which Lessee leases from Lessor approximately 2.21 acres of land located in Truax Air Park West, City of Madison, Wisconsin (hereinafter, the "Premises"); and

WHEREAS Lessee and Lessor wish to amend said Lease as set forth herein to clarify the provisions in the Lease addressing mortgage loans obtained by Lessee;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party, the parties do agree as follows:

1. The Lease, as previously amended effective July 13, 2005, shall remain in full force and effect unchanged in any manner by this Amendment except for those changes expressly set forth herein.
2. The Lease shall be amended by deleting in its entirety Article VII, Section O. 1 and replacing said Article VII, Section O. 1 with the following provision:

1. Mortgage Loans Obtained By Lessee - Lessee shall have the right during the term of this Lease, at its own expense, to negotiate and obtain a loan or loans (and to extend, renew, refinance or replace any such loan or loans) which may be secured by a mortgage on Lessee's leasehold interest hereunder or improvements constructed or to be constructed on the Premises, or both. Each such mortgage loan or loans, or extension, renewal, refinancing or replacement thereof encumbering any improvements on the Premises shall be due and payable in full at least three (3) years prior to the expiration of the term of this Lease that is current on the effective date of such mortgage loan or loans, or extension, renewal, refinancing or replacement thereof. In no event shall any mortgage(s) entered into by Lessee (i) impose personal liability on Lessor, (ii) encumber the Premises

leased hereunder or (iii) encumber in the aggregate in excess of eighty percent (80%) of the appraised fair market value of Lessee's leasehold interest plus the fair market value of the improvements on the Premises. The proceeds of any mortgage loan or loans, or extension, renewal, refinancing or replacement thereof involving encumbrance of this Lease or improvements on the Premises shall be paid to and become the property of Lessee, but shall be used only for the development of the Premises. Upon the written request of Lessor, Lessee will deliver to Lessor a written statement specifying the name of the mortgagee, summarizing the terms of the mortgage loan, and showing in reasonable detail the manner in which the proceeds thereof were disbursed, which statement shall be certified by Lessee's chief financial officer.

3 The Lease shall be amended by deleting in its entirety Article VII, Section
O. 2.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF Lessor and Lessee, by their respective authorized agents, have caused this Amendment to Lease to be executed on the dates indicated below.

FOR DANE COUNTY:

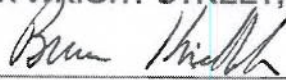
Dane County Executive

Date: _____

Dane County Clerk

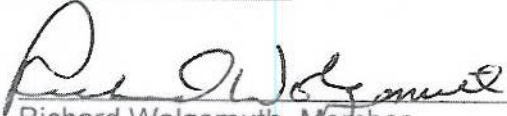
Date: _____

FOR WRIGHT STREET, L.L.C.:



Bruce Kirchhofer, Member

Date: 10/23/2014

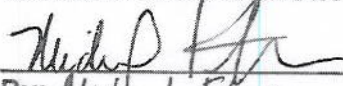


Richard Wolgemuth, Member

Date: 10/22/14

ACKNOWLEDGED AND AGREED THIS 27 DAY OF OCTOBER, 2014 BY:

MONONA STATE BANK



By: Michael Flynn

Its: Vice President