

Res 188  
Significant

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>AIRPORT</b>	[DCRA 78-13]		CONTRACT/ADDENDUM #: <b>12536</b>																											
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%; text-align: center;">Contract</td> <td style="width: 40%; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 30%; text-align: center;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><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: Execution _____ To: 2078																														
4. Amount of Contract or Addendum \$897.60/MO WITH FUTURE CPI ADJUSTMENTS																														
5. Purpose: Approves assignment of lease from International Properties, LLP to Johnson Bank and amends use of lease by removing subordination provisions.																														
6. Vendor or Funding Source: <b>Johnson Bank</b>	7. MUNIS Vendor Code: <b>13898</b> 8. Bid/RFP Number: <b>n/a</b>																													
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 <b>2015 RES-188</b>	13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																													
14. Director's Approval																														

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
Received	_____	9-14-15	_____
Controller	_____	9/17/15	9/15/15
Corporation Counsel	_____	9/17/15	9/17/15
Risk Management	_____	9/15/15	9/16/15
ADA Coordinator	_____	9/14/15	9/16/15
Purchasing Agent	_____	9/21/15	9/21/15
_____ County Executive	_____	_____	_____

### VENDOR

<b>Vendor Name &amp; Address</b> Johnson Bank 555 MAIN ST SUITE 490 RACINE WI 53403
<b>Contact Person</b> Robert A. MacDonald, V.P. Special Assets Group
<b>Phone No.</b> _____
<b>E-mail Address</b> _____

**Footnotes:**

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: Rodney Knight, Airport Counsel      Dept.: Airport - Administration	Phone: (608) 246-3388      Mail Address: 4000 International Lane
E-mail: <u>knight@msnairport.com</u>	Madison, WI 53704

**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 copy<sup>1</sup>
- 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 copy<sup>1</sup>
- 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 copy<sup>1</sup>

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Print Name: \_\_\_\_\_

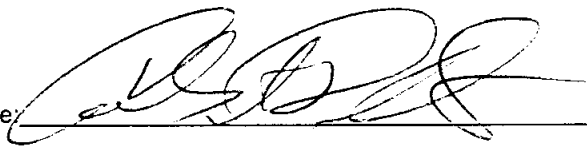
**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**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: 9/21/15 Signature: 

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

Date: 9/17/15 Signature: Kristi A. Cullen

<sup>1</sup>A 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).

**AMENDMENT OF LEASE  
AND APPROVAL OF LEASE ASSIGNMENT**

Lease No. DC-RA 78-13

This instrument was drafted by  
and should be returned to:

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

Parcel I.D. Nos:  
251/0810-304-0196-3  
251/0810-304-0107-0

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**THIS AMENDMENT OF LEASE AND APPROVAL OF LEASE ASSIGNMENT** is entered into by and between Dane County, a Wisconsin quasi-municipal corporation whose address is c/o Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704, and Johnson Bank, a national banking association whose principal offices are located at 555 Main Street, Suite 490, Racine, Wisconsin 53403, and shall be effective upon full execution by the authorized representatives of both parties hereto.

**WITNESSETH:**

**WHEREAS**, on October 22, 1979, Dane County, Wisconsin, as Lessor, entered into that certain Ground Lease identified as Lease No. DC-RA 78-13 with The Madsen Corporation, a Wisconsin corporation, as Lessee, as evidenced by Affidavit dated January 1, 1997 and recorded in the Office of the Register of Deeds for Dane County, Wisconsin on January 7, 1997 as Document No. 2824421, as amended by Amendment to Ground Lease dated May 7, 1986 (collectively, the "Ground Lease"), affecting that certain land located in the City of Madison, Dane County, Wisconsin adjacent to the Dane County Regional Airport, more particularly described on **Exhibit A** attached hereto (the "Demised Premises");

**WHEREAS**, the Lessee's interest in the Ground Lease was assigned by Assignment of Ground Lease dated December 4, 1979, and recorded in said Register's Office on February 14, 1980 as Document No. 1657643; further assigned by Assignment of Ground Lease dated April 15, 1986, and recorded as Document No. 2824423; and further amended and assigned to International Properties General Partnership, n/k/a International Properties, LLP, a Wisconsin limited liability partnership ("International Properties"), by Consent to Assignment of Leases and Agreement recorded as Document No. 2824432;

**WHEREAS**, International Properties conveyed and assigned its interests in the Ground Lease to Johnson Bank by Warranty Deed dated August 14, 2015, and recorded in said Register's Office on August 25, 2015 as Document No. 5179120; and

**WHEREAS** Dane County has determined that it is in its best interest to approve and recognize Johnson Bank as the assignee of the rights and obligations set forth in the Ground Lease; and

**WHEREAS** Dane County and Johnson Bank desire to amend the Ground Lease to clarify that Dane County's fee simple interest in the premises demised under the Ground Lease may not be used as security for mortgage loans obtained by the lessee thereunder.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is acknowledged by each party, Dane County and Johnson Bank agree as follows:

A. The Ground Lease shall remain in full force and effect unchanged in any manner by this Amendment of Lease and Approval of Lease Assignment except for those changes expressly set forth herein.

B. Dane County hereby approves the aforesaid conveyance and assignment of the Ground Lease to Johnson Bank.

C. The Ground Lease shall be amended by deleting in its entirety Article VI, Section O.1, captioned *Mortgage Loans Obtained by Lessee*, and replacing said Article VI, Section O.1 with the following:

*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 leased premises, or both. Any such mortgage loan or loans, or extension, renewal, refinancing or replacement thereof encumbering any improvements on the leased premises shall be due and payable in full at least one (1) year prior to the expiration of the term of this lease. In no event shall any mortgage(s) entered into by Lessee (i) impose personal liability on Lessor, (ii) encumber Lessor's interest in the premises leased hereunder or (iii) encumber in the aggregate in excess of ninety percent (90%) of the appraised fair market value of Lessee's leasehold interest plus the fair market value of the improvements on the leased premises. Upon the written request of Lessor, Lessee shall deliver to Lessor a written statement signed by Lessee's chief financial officer certifying that any loan or extension, renewal, refinancing or replacement thereof encumbering or secured by a mortgage on Lessee's leasehold interest hereunder or improvements constructed or to be constructed on the leased premises meets the conditions set forth in this section.*

D. The Lease shall be amended by deleting in its entirety Article VI, Section O.2, captioned *Proceeds of Mortgage*, and intentionally leaving blank said Article VI, Section O.2.

E. The Lease shall be amended by deleting in its entirety Article VI, Section O.5, captioned *Subordination by the County*, and intentionally leaving blank said Article VI, Section O.5.

F. The Lease shall be amended by deleting in its entirety Article VI, Section O.6, captioned *Mortgage of Lessee's Leasehold Interests*, and intentionally leaving blank said Article VI, Section O.6.

G. The first payment of rent under the Ground Lease as assigned to Johnson Bank shall be due on February 1, 2016 in the amount of \$262.76. Thereafter, rent shall be paid in the amount and manner set forth in the Ground Lease.

H. The term of the foregoing Ground Lease, as amended, commenced on October 1, 1979 and expires on September 30, 2078.

**IN WITNESS WHEREOF** Dane County and Johnson Bank, by their respective authorized agents, have caused this Amendment of Lease and Approval of Lease Assignment to be executed on the dates indicated below.

**[SIGNATURE PAGES FOLLOW]**

**FOR DANE COUNTY:**

\_\_\_\_\_  
Joe Parisi  
Dane County Executive

Date: \_\_\_\_\_

\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

Date: \_\_\_\_\_

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF DANE         )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, the above-named Joe Parisi, Dane County Executive, and Scott McDonell, Dane County Clerk, to me known to be the authorized representatives of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same on behalf of Dane County, Wisconsin.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

***[Signature page to Amendment of Lease and Approval of Lease Assignment]***

FOR JOHNSON BANK:

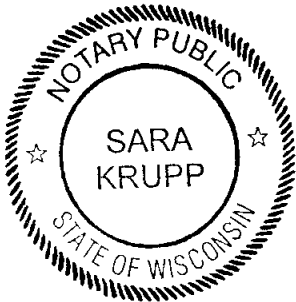
*Robert A. MacDonald*  
Robert A. MacDonald  
Vice President – Special Assets Group

Date: 9-3-15

STATE OF WISCONSIN    )  
                  *Racine*        ) ss.  
COUNTY OF ~~DANE~~        )

Personally came before me this 3<sup>rd</sup> day of September, the above-named Robert A. MacDonald, the Vice President – Special Assets Group, to me known to be an authorized representative of Johnson Bank, who executed the foregoing instrument and acknowledged the same on behalf of Johnson Bank.

*Sara Krupp*  
Notary Public, State of Wisconsin  
My Commission expires: 1-7-18



**[Signature page to Amendment of Lease and Approval of Lease Assignment]**

**Exhibit A**

**Legal Description of Demised Premises**

Lot 7, Truax Air Park West in the City of Madison, recorded in the Office of the Dane County Register of Deeds in Plats, Volume 50, Page 23.

Property Address: 2702 International Lane