

# Dane County Contract Cover Sheet

Revised 07/2023

RES 222

Dept./Division	820/AIRPORT		
Vendor Name	Dane County Clerk	MUNIS #	
Brief Contract Title/Description	Second Amendment to Agreement Creating Leases DCRA 2016-19 for 2002 Pankratz Street		
Contract Term	Through 12/31/2050		
Contract Amount			

Contract # Admin will assign	10872G
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input checked="" 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	Adam Ussher	Name	Clerk's Office/Scott McDonell
Phone #	608-246-3388	Phone #	608-266-41211
Email	usshe.adam@msnairport.com	Email	County.clerk@countyofdane.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (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:	
		Org:	Obj:	Proj:	

<b>Budget Amendment</b>	
<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 #	222
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Year	2023
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

<b>CONTRACT MODIFICATIONS – Standard Terms and Conditions</b>		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by: Corp Counsel	<input type="checkbox"/> Non-standard Contract

<b>APPROVAL</b>	
Dept. Head / Authorized Designee	
Jones, Kimberly	Digitally signed by Jones, Kimberly Date: 2023.11.07 13:44:49 -06'00'

<b>APPROVAL – Contracts Exceeding \$100,000</b>	
Director of Administration	Corporation Counsel

<b>APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached</b>			
DOA:	Date In: 11/8/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Wednesday, November 8, 2023 1:17 PM  
**To:** Hicklin, Charles; Gault, David; Lowndes, Daniel; Patten (Purchasing), Peter  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #10872G  
**Attachments:** 10872G.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 11/8/2023 1:21 PM	Approve: 11/8/2023 1:21 PM
	Gault, David	Read: 11/8/2023 1:41 PM	Approve: 11/9/2023 8:48 AM
	Lowndes, Daniel	Read: 11/8/2023 2:26 PM	Approve: 11/9/2023 2:05 PM
	Patten (Purchasing), Peter		Approve: 11/9/2023 8:48 AM
	Stavn, Stephanie	Read: 11/8/2023 2:59 PM	
	Oby, Joe	Deleted: 11/9/2023 8:23 AM	

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

Contract #10872G  
Department: Airport  
Vendor: Dane County Clerk  
Contract Description: Second Amendment to Agreement Creating Leases DCRA 2016-19 for 2002 Pankratz St (Res 222)  
Contract Term: expires 12/31/2050  
Contract Amount: \$--

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. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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**2023 RES-222**

**AUTHORIZING ASSIGNMENT AND AMENDMENT OF LEASE INVOLVING  
LAND AT THE DANE COUNTY REGIONAL AIRPORT**

Lease No. DCRA 2016-19

Under Lease No. DCRA 2016-19, also known as Lease H and Lease I created under Lease No. DCRA 96-12 ("Lease"), Wortlord, LLC leases from Dane County, through the Dane County Regional Airport, approximately 4.68 acres of land located adjacent to the Dane County Regional Airport at 2002 Pankratz Street, Madison, Wisconsin ("Leasehold Interest"). The Dane County Clerk's Office ("Clerk's Office") seeks to purchase the Leasehold Interest, contingent upon Dane County's approval (through the Dane County Regional Airport) to assign the Lease presently held by Wortlord, LLC. The Clerk's Office intends to convert the premises into a secure elections facility. Accordingly, Wortlord, LLC requests Dane County's approval to assign the Lease to the Clerk's Office. Upon assignment, the terms and conditions of the Lease will remain unchanged with the exception of removing a provision deferring rent escalation every 5 years and inserting a federally required contract provision. This amendment will not change the total rent paid over the life of the Lease and will simplify the administration of the Lease. The Clerk's Office's purchase of the leasehold improvements is to be authorized under 2023 RES-208. Airport staff have determined that approval of the requested Lease assignment and amendment is in Dane County's best interest.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Executive and the Dane County Clerk are authorized to execute on behalf of both Dane County departments a Lease Assignment and Approval of Lease Assignment approving the assignment of Lease No. DCRA 2016-19 and a Second Amendment to Agreement Creating Leases, as set forth above.

SECOND AMENDMENT TO AGREEMENT CREATING LEASES  
DCRA 2016-19/96-12 Leases H and I

**THIS SECOND AMENDMENT TO AGREEMENT CREATING LEASES** (“Second Amendment”) is between Dane County, a Wisconsin quasi-municipal corporation, acting by and through the Dane County Regional Airport (“Lessor”), and Wortlord, LLC, a Wisconsin limited liability company (“Lessee”); and is effective upon (1) full execution by the authorized representatives of all parties and (2) the closing of the sale of the improvements on the Premises from Lessee to Dane County, a Wisconsin quasi-municipal corporation, acting by and through the County Clerk’s Office (“Assignee”).

**RECITALS**

1. Lessor and Lessee are parties to Lease No. DCRA 2016-19, also known as Lease H and Lease I created under Lease No. DCRA 96-12, as modified by First Amendment to Lease dated December 3, 1997, Second Amendment to Lease dated May, 1999, Agreement Creating Leases dated August 25, 1999, and First Amendment to Agreement Creating Leases recorded December 9, 2011 (as modified, the “Lease”), by which Lessee leases from Lessor land located adjacent to the Dane County Regional Airport at 2002 Pankratz Street, Madison, Wisconsin (the “Premises”).
2. Lessor and Lessee desire to amend the Lease to simplify the annual rent escalation provisions and add a federally required contract provision.
3. Lessor has determined that the requested amendment is fair and reasonable.

**AGREEMENT**

Accordingly, the parties agree as follows:

1. The Lease will remain in full force and effect and is changed by this Second Amendment only to the extent expressly stated below.
2. No other lease created under Lease No. DCRA 96-12 is affected by this Second Amendment.
3. The final sentence in Section 4.D, stating “Such increase shall be payable every fifth (5th) anniversary date of the primary term and any option extensions,” is deleted. Any accrued and unpaid rent increase shall be paid by December 31, 2023. Beginning January 1, 2024, annual rent increases under Section 4.D will be immediately applied to the monthly rent installments.

4. Section 17 is created and inserted with the following:

Subordination. The provisions of this Lease shall be subject and subordinate to any agreement now existing or hereafter entered into between Lessor and the United States or the State of Wisconsin affecting regulation, operation, development, use, or maintenance of the Airport, provided Lessor's execution or compliance with the terms of such agreement is a condition of acquisition or retention of property for Airport use, or the expenditure or receipt of federal or state funds for the development or maintenance of Airport Property, facilities, or operations. If required by the United States or the State of Wisconsin, this Lease shall be amended to reflect the terms of any such agreement. Should the effect of such an agreement hereafter entered into between Lessor and the United States or the State of Wisconsin be to take any of the property interests granted Lessee under this Lease and substantially destroy the value of its interests herein, Lessee shall have the right to terminate this Lease, but shall have no other recourse against Lessor.

5. The parties may evidence their agreement to be bound by the terms of this Second Amendment by one or more counterparts of this document, which together constitute a single document. A photocopy, facsimile, or electronic copy of this Second Amendment has the same effect as an original for all purposes. The parties stipulate that any such legible copy is admissible in evidence as the original itself in any proceeding, regardless of whether or not the original is in existence and whether or not such copy was made by a party in the regular course of business.
6. If the closing of Lessee's sale of the improvements on the Premises to Assignee does not occur, then this Second Amendment will be deemed void.

**SIGNATURE PAGE FOLLOWS**

To evidence the parties' agreement to this Second Amendment to Agreement Creating Leases, they have executed and delivered it on the dates indicated below.

**LESSOR**

**Dane County**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joe Parisi  
Dane County Executive


By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott McDonell  
Dane County Clerk

**LESSEE**

**Wortlord, LLC**

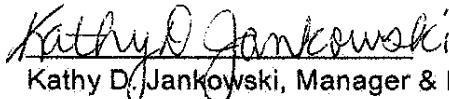
By: John R. Schaefer & Jan L. Schaefer Trust DTD January 1, 2017,  
Manager & Member

By: First Business Bank, Trustee

By:  Date: 11/6/23  
Name: Kevin Ponnambake  
Title: Senior Vice President

By:  Date: 11/6/23  
Mikel J. Schaefer, Manager & Member

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sara E. Faust, Manager & Member

By:  Date: 11/6/23  
Kathy D. Jankowski, Manager & Member

To evidence the parties' agreement to this Second Amendment to Agreement Creating Leases, they have executed and delivered it on the dates indicated below.

**LESSOR**

**Dane County**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joe Parisi  
Dane County Executive

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott McDonell  
Dane County Clerk

**LESSEE**

**Wortlord, LLC**

By: John R. Schaefer & Jan L. Schaefer Trust DTD January 1, 2017,  
Manager & Member

By: First Business Bank, Trustee

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mikel J. Schaefer, Manager & Member

By:  \_\_\_\_\_ Date: 11/4/23  
Sara E. Faust, Manager & Member

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kathy D. Jankowski, Manager & Member