

# Dane County Contract Cover Sheet

RES 104  
Significant

|   |  |
|---|--|
| <b>Dept./Division</b>                   | Airport/Admin  |
| <b>Vendor Name</b>                      | MPI Wright LLC   |
| <b>Vendor MUNIS #</b>                   | 30714  |
| <b>Brief Contract Title/Description</b> | Approves assignment of current lease #DCRA97-03 with Wright Street LLC for 96,264 sq ft of Dane County owned land; amendment of conditions for securing loan and extension to 2052 |
| <b>Contract Term</b>                    | Upon full execution-option to extend 9/30/2027 to 9/30/2052  |
| <b>Total Contract Amount</b>            | \$ 1829.02 per month;subject to CPI adjustment   |

|   |   |
|---|---|
| <b>Contract #</b><br><small>Admin will assign</small> | 8356B   |
| <b>Addendum</b>                                       | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Type of Contract</b>                               |   |
| <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   |

|  |  |                          |
|--|--|--------------------------|
| <b>Purchasing Authority</b>  | <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)               | <small>RFB/RFP #</small> |
|  | <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 | \$ |
|--------------|----------|----------|--------|----|
| <b>Req #</b> | Org Code | Obj Code | Amount | \$ |
| <b>Year</b>  | Org Code | Obj Code | Amount | \$ |

|                   |   |  |  |                      |      |
|-------------------|---|--|--|----------------------|------|
| <b>Resolution</b> | <b>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.</b> |  |  |                      |      |
|                   | <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.  |  |  | <small>Res #</small> | 104  |
|                   | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.   |  |  | <small>Year</small>  | 2020 |

| Contract Review/Approvals |                     |         |          |                    |
|---------------------------|---------------------|---------|----------|--------------------|
| Initials                  | Dept.               | Date In | Date Out | Comments           |
| MG                        | Received by DOA     | 6/26/20 |          |                    |
| CH                        | Controller          |         | 6/30/20  | approval via email |
| CAC                       | Purchasing          |         | 6/29/20  | approval via email |
| DG                        | Corporation Counsel |         | 6/29/20  | approval via email |
| DL                        | Risk Management     |         | 6/29/20  | approval via email |
|                           | County Executive    |         |          |                    |

| Dane County Dept. Contact Info |  | Vendor Contact Info |   |
|--------------------------------|--|---------------------|---|
| <b>Name</b>                    | Rodney Knight, Airport Counsel               | <b>Name</b>         | Mark Membrino                           |
| <b>Phone #</b>                 | 608.246.3388                                 | <b>Phone #</b>      |   |
| <b>Email</b>                   | knight@msnairport.com                        | <b>Email</b>        |   |
| <b>Address</b>                 | 4000 International Lane<br>Madison, WI 53704 | <b>Address</b>      | 11520 E. Creek Road<br>Darien, WI 53114 |

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

## Contract Cover Sheet Signature

| Department Approval of Contract                 |                                  |             |
|---|----------------------------------|-------------|
| <b>Dept. Head /<br/>Authorized<br/>Designee</b> | <b>Signature</b>                 | <b>Date</b> |
|   | <i>Kimberly Jones</i>            | 6/26/2020   |
|   | <b>Printed Name</b>              |             |
|   | Kimberly Jones, Airport Director |             |

## Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

|                                       |                        |             |
|---------------------------------------|------------------------|-------------|
| <b>Director of<br/>Administration</b> | <b>Signature</b>       | <b>Date</b> |
|                                       | <i>Greg Brockmeyer</i> | 7/2/20      |
|                                       | <b>Comments</b>        |             |
| <b>Corporation<br/>Counsel</b>        | <b>Signature</b>       | <b>Date</b> |
|                                       | <i>David Gault</i>     | 6/29/20     |
|                                       | <b>Comments</b>        |             |

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, June 29, 2020 3:47 PM  
**To:** Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie  
**Subject:** Contract #8356B  
**Attachments:** 8356B.pdf

| <b>Tracking:</b> | <b>Recipient</b> | <b>Read</b>             | <b>Response</b>            |
|------------------|------------------|-------------------------|----------------------------|
|                  | Hicklin, Charles | Read: 6/30/2020 9:02 AM | Approve: 6/30/2020 9:02 AM |
|                  | Clow, Carolyn    |                         | Approve: 6/29/2020 4:03 PM |
|                  | Gault, David     | Read: 6/29/2020 4:16 PM | Approve: 6/29/2020 4:19 PM |
|                  | Lowndes, Daniel  | Read: 6/29/2020 4:08 PM | Approve: 6/29/2020 4:09 PM |
|                  | Stavn, Stephanie | Read: 6/29/2020 3:58 PM |                            |

Contract #8356B  
Department: Airport  
Vendor: MPI Wright LLC  
Contract Description: Assignment & Extension of Current DCRA Lease #97-03 (Res 104)  
Contract Term: 7/1/20 – 9/30/2052  
Contract Amount: \$707,830.74 +

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

**APPROVING ASSIGNMENT, AMENDMENT, AND EXTENSION OF LEASE  
FOR PREMISES AT THE DANE COUNTY REGIONAL AIRPORT**

Lease No. DCRA.97-03

Under Lease No. DCRA 97-03 (the "Lease"), Wright Street, LLC leases 96,264 square feet of Dane County owned land located at 1438-1458 Wright Street, adjacent to the Dane County Regional Airport. The leased premises have been improved with a commercial building and associated improvements. MPI Wright LLC is seeking to purchase the building and improvements on the leasehold, and has requested Dane County's approval of an assignment of the Lease presently held by Wright Street, LLC. Additionally, Dane County and MPI Wright LLC have agreed to amend the Lease to clarify the conditions under which the lessee's leasehold interest is available to secure a loan. MPI Wright LLC is also seeking to exercise lessee's option under the lease to extend the Lease term for an additional twenty-five years. As extended, the Lease will expire September 30, 2052. Present rent is \$1,829.02 per month, and is subject to yearly adjustment based on the consumer price index. Payment of rent under the Lease is current, and all other obligations thereunder have been fulfilled. MPI Wright LLC has submitted a financial statement to the Dane County Regional Airport, and the Airport has concluded that the approval of the foregoing assignment, amendment, and extension of the Lease as requested would be in the best interests of Dane County and the Airport.

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 Approval of Assignment, Amendment, and Extension of Lease for Premises at the Dane County Regional Airport, as set forth above.

**APPROVAL OF ASSIGNMENT, AMENDMENT, AND EXTENSION OF LEASE  
FOR PREMISES AT THE DANE COUNTY REGIONAL AIRPORT**

Lease No. DCRA 97-3

MPI Wright LLC

**THIS APPROVAL OF LEASE ASSIGNMENT, AMENDMENT, AND EXTENSION** of Lease for Premises at the Dane County Regional Airport (the "Approval") is entered into by and among Dane County, a Wisconsin quasi-municipal corporation ("County"), Wright Street, LLC, a company organized under the laws of the State of Wisconsin ("Lessee"), and MPI Wright LLC, a Wisconsin limited liability company ("Assignee").

**WITNESSETH:**

**WHEREAS** Lessee is a party to a lease with County, identified as Lease No. DCRA 97-3, as modified by an Addendum to Lease, effective July 13, 2005, and an Amendment to Lease, effective December 8, 2014 (as modified, the "Lease"), under the terms of which Lessee leases from County land located adjacent to the Dane County Regional Airport (the "Airport") at 1438-1458 Wright Street, Madison, Wisconsin (the "Premises"), as described in the Lease; and

**WHEREAS** Lessee and Assignee have requested that County approve Lessee's assignment of the Lease to Assignee, and

**WHEREAS** County and Assignee wish to amend the Lease as set forth herein to clarify the provisions in the Lease addressing mortgage loans obtained by the lessee thereunder; and

**WHEREAS** Assignee desires to notify County of its intent to exercise the right of the lessee under the Lease to extend the term thereof for an additional twenty-five (25) years; and

**WHEREAS** County deems it advantageous to itself and its operation of the Airport to approve the assignment of the Lease to Assignee, amend the Lease as set forth herein, and to accept Assignee's notification of its intent to exercise the lessee's option to extend the term of the Lease;

**NOW, THEREFORE,** County, Lessee, and Assignee agree as follows.

1. The Lease shall remain in full force and effect unchanged in any manner by this Approval except for those changes expressly set forth herein.
2. Assignee accepts and assumes all of the rights and obligations of Lessee under the Lease, including any and all debts and obligations existing and owing to County thereunder on the effective date of this Approval.
3. The County approves the assignment by Lessee of its rights and obligations under the Lease to Assignee, and the acceptance and assumption thereof by Assignee.

4. Pursuant to Article III of the Lease, Assignee hereby exercises its first (1<sup>st</sup>) option to renew the term of the Lease by twenty-five (25) years and notifies County of the same. County accepts said extension and acknowledges that the first renewal term shall expire on September 30, 2052.

5. 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 one (1) year 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. Upon the written request of Lessor, Lessee will deliver to Lessor a written statement, signed by its managing member, certifying compliance with the foregoing conditions (i), (ii), and (iii).

6. This Approval shall be effective immediately upon execution by all parties hereto and delivery to County of a copy of that certain Assignment of Ground Lease pursuant to which Lessee assigns its rights and obligation under the Lease to Assignee.

7. The parties may evidence their agreement to be bound by the terms of this Approval upon one or more counterparts of the document, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of the Approval shall have the same effect for all purposes as an original.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF County, Lessee, and Assignee, with the intent to be bound hereby, have executed this Approval on the dates indicated below.

**FOR DANE COUNTY:**

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

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

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

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

**FOR WRIGHT STREET, LLC:**

  
\_\_\_\_\_  
Patrick Kirchhofer  
Manager

Date: 6/12/20

**FOR MPI WRIGHT LLC:**

  
\_\_\_\_\_  
By: Mark Membrino, as member  
for MPI Management LLC, manager  
of MPI Wright LLC

Date: 6/10/20