

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT AIRPORT	CONTRACT/ADDENDUM #: 12182																											
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;">Contract</td> <td style="width: 40%; border: none; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 30%; border: none;">Addendum</td> </tr> <tr> <td style="border: none;">↓</td> <td style="border: none;"></td> <td style="border: none;">↓</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/></td> <td style="border: none; text-align: center;">POS</td> <td style="border: none;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/></td> <td style="border: none; text-align: center;">Co Lessee</td> <td style="border: none;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/></td> <td style="border: none; text-align: center;">Co Lessor</td> <td style="border: none;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/></td> <td style="border: none; text-align: center;">Intergovernmental</td> <td style="border: none;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/></td> <td style="border: none; text-align: center;">Purchase of Property</td> <td style="border: none;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/></td> <td style="border: none; text-align: center;">Property Sale</td> <td style="border: none;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/></td> <td style="border: none; text-align: center;">Other:</td> <td style="border: none;"><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 Lessee	<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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2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>Dec. 1, 1980</u> To: <u>Nov. 30, 2079</u>																												
4. Amount of Contract or Addendum																												
5. Purpose: <small>Care Wisconsin First, Inc. leases County-owned land adjacent to the Airport on which it has constructed an office building and associated improvements. This building and other improvements are being sold to 2802 International, LLC, and Care Wisconsin First, Inc. has requested County approval of the assignment of its lease to the buyer. This Approval of Lease Assignment and Amendment approves the requested lease assignment, clarifies the parties' rights and obligations upon lease termination, and proscribes the use of Dane County's fee simple interest in the leased premises as security for mortgage loans.</small>																												
6. Vendor or Funding Source: Care Wisconsin First, Inc.																												
7. MUNIS Vendor Code: 2379																												
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 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-424 (attached)</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval [Signature]																												

CONTRACT REVIEW/APPROVALS

VENDOR

Initials	Ftnt	Date In	Date Out
<u>MJ</u>	Received	<u>11-25-14</u>	
<u>CP</u>	Controller		<u>11/26/14</u>
<u>[Signature]</u>	Corporation Counsel	<u>12/1/14</u>	<u>12/1/14</u>
<u>[Signature]</u>	Risk Management	<u>12/1/14</u>	<u>12/3/14</u>
<u>RES</u>	ADA Coordinator	<u>12/1/14</u>	<u>12/1/14</u>
<u>CP</u>	Purchasing Agent		<u>11/26/14</u>
_____	County Executive	_____	_____

Vendor Name & Address CARE WISCONSIN FIRST INC 2802 INTERNATIONAL LANE MADISON WI 53704-3118
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: 11-24-14

Signed: 

Telephone Number: _____

Print Name: Bradley S. Livingston

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).

APPROVAL OF LEASE ASSIGNMENT AND AMENDMENT

DCRA 80-11

THIS APPROVAL OF LEASE ASSIGNMENT AND AMENDMENT is entered into by and among Dane County (hereinafter, "Lessor"), a Wisconsin quasi-municipal corporation, Care Wisconsin First, Inc. (hereinafter, "Lessee"), a corporation organized under the laws of the State of Wisconsin and formerly known as Elder Care of Dane County, Inc., and 2802 International, LLC (hereinafter, "Assignee"), a company organized under the laws of the State of Wisconsin.

WITNESSETH:

WHEREAS Lessee is a party to a lease with Lessor, identified as Lease No. DCRA 80-11, as modified by an Amendment to Ground Lease executed on May 7, 1986, (hereinafter, as modified, the "Lease"), under the terms of which Lessee leases from Lessor land located in Madison, Wisconsin adjacent to the Dane County Regional Airport (hereinafter, the "Premises"), described as LOTS EIGHT (8) AND NINE (9), TRUAX AIR PARK WEST, CITY OF MADISON, DANE COUNTY, WISCONSIN; and

WHEREAS the Lease is for a term of ninety-nine years, commencing on December 1, 1980 and expiring on November 30, 2079; and

WHEREAS Lessee and Assignee have requested that Lessor approve Lessee's assignment of the Lease to Assignee; and

WHEREAS the parties hereto wish to amend the Lease to clarify the parties' rights and obligations upon lease termination and the use of Lessor's fee simple interest in the Premises as security for mortgage loans; and

WHEREAS, this Approval of Lease Assignment and Amendment shall be effective upon full execution by all parties hereto;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by each party, Lessor, Lessee, and Assignee agree as follows:

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

B. The 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 five (5) years 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. The proceeds of any mortgage loan or loans, or extension, renewal, refinancing or replacement thereof involving encumbrance of this lease or improvements on the leased premises shall be paid to and become the property of Lessee. Upon

the written request of Lessor, Lessee shall deliver to Lessor a written statement specifying the name of the mortgagee and summarizing the terms of the mortgage loan, which statement shall be certified by Lessee's chief financial officer.

C. The Lease shall be amended by deleting in its entirety Article VI, Section O. 5, captioned Subordination by Lessor.

D. The Lease shall be amended by deleting in its entirety Article X, captioned Rights Upon Termination, and replacing said Article X with the following:

Upon termination of this lease Lessee shall, at Lessor's discretion, either convey to Lessor, without further consideration, clear title to all improvements it or its predecessors under this lease have made upon the leased premises or remove at its own expense any such improvements and restore the leased premises to its condition prior to the installation or construction of said improvements.

E. Lessor hereby approves Lessee's assignment of the Lease to Assignee.

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

FOR DANE COUNTY:


Joe Parisi
Dane County Executive

Date: _____

Scott McDonell
Dane County Clerk

Date: _____

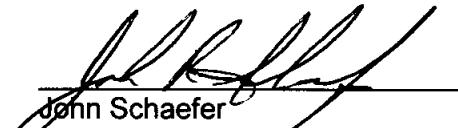
FOR CARE WISCONSIN FIRST, INC.:



Terry Metzger
Chief Financial Officer

Date: 11/19/2014

FOR 2802 INTERNATIONAL, LLC



John Schaefer
Managing Member

Date: 11/19/14