

Dane County Contract Cover Sheet

Res 259

Revised 06/2021

Dept./Division	820/Airport		
Vendor Name	Federal Express Corp	MUNIS #	2639
Brief Contract Title/Description	First amendment to FedEx Lease No DCRA 2018-05 for Fed Ex sublease with Preferred Development in conjunction with improvements to air cargo facility.		
Contract Term	Current to 12/31/2023		
Contract Amount	\$ 0.00		

Contract # Admin will assign	13732A
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" 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	Rodney Knight	Name	David Fiore
Phone #	608-246-3380	Phone #	901-434-3673
Email	knight@msnairport.com	Email	david.fiore@fedex.com
Purchasing Officer			

Purchasing Authority	<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)	RFB/RFP #
	<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.	Req #	Org:	Obj:	Proj:
		Org:	Obj:	Proj:
	Year	Org:	Obj:	Proj:

Budget Amendment	
<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 (\$40,000 PW)	<input type="checkbox"/>	Contract does not exceed \$100,000 (\$40,000 Public Works)		
	<input type="checkbox"/>	Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	259
	<input checked="" type="checkbox"/>	A copy of the Resolution is attached to the contract cover sheet.	Year	2021

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

APPROVAL
Dept. Head / Authorized Designee
<i>Kimberly Jones</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/17/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 21, 2021 2:46 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #13732A
Attachments: 13732A.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 12/21/2021 3:36 PM	Approve: 12/21/2021 3:37 PM
	Patten (Purchasing), Peter		Approve: 12/21/2021 2:55 PM
	Gault, David	Read: 12/21/2021 2:48 PM	Approve: 12/21/2021 2:52 PM
	Lowndes, Daniel		Approve: 12/21/2021 4:47 PM
	Stavn, Stephanie	Read: 12/21/2021 2:50 PM	
	Oby, Joe		

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

Contract #13732A
Department: Airport
Vendor: Federal Express Corporation
Contract Description: First Amendment to FedEx Lease No 2018-05 for FedEx sublease with Preferred Development (Res 259)
Contract Term: 1/1/22 – 12/31/23
Contract Amount: \$--

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 currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

**AUTHORIZING AMENDMENT OF LEASE
WITH FEDERAL EXPRESS CORPORATION FOR PREMISES AT THE DANE
COUNTY REGIONAL AIRPORT**

Presently, an air cargo facility is being constructed at the Dane County Regional Airport by Preferred Development Madison, LLC ("Preferred"), which last year entered into a land lease with Dane County for the premises on which the improvements are being constructed. Upon completion of the air cargo facility at the end of 2021, Preferred will retain ownership of the facility and will (a) lease the improvements to Federal Express Corporation ("FedEx") and (b) sublease to FedEx the land at the Airport which Preferred leases from Dane County. FedEx's lease and sublease with Preferred will be for terms that are concurrent with the forty-six year term (including options) of Preferred's land lease with Dane County. As construction of the air cargo facility reaches substantial completion, FedEx will continue to operate from the premises it presently leases from Dane County while it phases its cargo operations into the new facility. Dane County and FedEx have negotiated a first amendment to FedEx's existing lease, Lease No. DCRA 2018-05, that will terminate FedEx's lease obligations in orderly stages as FedEx begins to conduct its operations out of the new air cargo facility, and ceases to use the premises demised under its existing lease.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are hereby authorized to execute, on behalf of the County of Dane, a First Amendment of the Federal Express Corporation Air Cargo Lease involving premises at the Dane County Regional Airport, as set forth above.



13732A

**FIRST AMENDMENT OF THE FEDERAL EXPRESS CORPORATION
AIR CARGO LEASE**

Dane County Regional Airport
Lease No. DCRA 2018-05
FedEx No: 90-0063-009

THIS FIRST AMENDMENT of the Federal Express Corporation Air Cargo Lease (the "Amendment") is entered into by and between the County of Dane, a Wisconsin quasi-municipal corporation ("County"), and Federal Express Corporation, a corporation organized under the laws of the State of Delaware ("FedEx"), and shall be effective as of the date it is fully executed by both parties (the "Effective Date").

WITNESSETH:

WHEREAS County and FedEx are parties to Lease No. DCRA 2018-05 (the "Lease") pursuant to which FedEx leases buildings, land, and ramp space at the Dane County Regional Airport (the "Airport") for use related to its air cargo business; and

WHEREAS the Lease is subject to termination, extension, or amendment based upon construction of a new air cargo facility at the Airport (the "Air Cargo Facility") by Preferred Development Madison, LLC, a Florida limited liability company ("Preferred"); and

WHEREAS County and Preferred have negotiated a lease under which Preferred will lease ramp space and vacant land at the Airport, with the intent to design and construct on said land an Air Cargo Facility to be sublet in its entirety to FedEx; and

WHEREAS County and FedEx desire to amend the Lease so that FedEx can enter into a sublease with Preferred involving the Airport premises leased by Preferred, and lease the Air Cargo Facility to be constructed thereon in orderly stages commencing upon substantial completion of construction and culminating when the Air Cargo Facility is fully completed and equipped to handle all of FedEx's operations;

THEREFORE, County and FedEx agree as follows.

1. The Lease, as amended, shall remain in full force and effect unchanged in any manner by this Amendment except for those changes expressly set forth below.
2. Section 43, to read as follows, shall be added to the Lease.

43. EFFECT OF NEW LEASES OR SUBLEASES. This Lease shall be subject to the following terms and conditions relating to the leasing or subleasing by FedEx of premises or improvements on the Airport that are leased or constructed by Preferred Development Madison, LLC ("Preferred").

- (1) Anticipated Orderly Stages. FedEx anticipates it will initially provide written notice to County that FedEx has vacated the Non-Exclusive Use Ramp Area and the Assigned Ramp Area. FedEx anticipates it will subsequently provide written notice to County that FedEx has vacated the Exclusive Use Land and Buildings A and B.
- (2) Exclusive Use Land. In the event FedEx leases and occupies an air cargo facility constructed on the Airport by Preferred, vacates both Building A and Building B, and gives County written notice thereof, FedEx shall be relieved of its rights and obligations under the Lease pertaining to the Exclusive Use Land, effective as of the end of the month in which County receives said written notice.
- (3) Buildings A and B. In the event FedEx is relieved of its rights and obligations pertaining to the Exclusive Use Land, as set forth above, FedEx shall on the same date be relieved of its rights and obligations under the Lease pertaining to Buildings A and B.
- (4) Non-Exclusive Use Ramp Area. In the event FedEx subleases the entirety of Airport premises leased from County by Preferred, and gives County written notice thereof, FedEx shall be relieved of its rights and obligations under the Lease pertaining to the Non-Exclusive Use Ramp Area, effective as of the end of the month in which County receives said written notice.
- (5) Assigned Ramp Area. In the event FedEx is relieved of its rights and obligations pertaining to the Non-Exclusive Use Ramp Area, as set forth above, FedEx shall on the same date be

relieved of its rights and obligations under the Lease pertaining to the Assigned Ramp Area.

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

IN WITNESS WHEREOF the parties hereto have below executed this Amendment as of the dates so indicated.

FOR FEDERAL EXPRESS CORPORATION

By:  Date: 10/1/2020
Print Name: R. Scott Peterson
Title: MD Properties

Approved by Legal: MCM 9/11/2020
#1427998v1mcm

FOR DANE COUNTY

Joe Parisi
Dane County Executive

Date: _____

Scott McDonell
Dane County Clerk

Date: _____