

ENROLLED ORDINANCE 165-36

AGREEMENT TO LEASE PROPERTY
AT WAUKESHA COUNTY CRITES FIELD WAUKESHA, WISCONSIN
BETWEEN WAUKESHA COUNTY AND QUAD/AIR, LLC

WHEREAS, Quad/Air, LLC and Waukesha County entered into a lease for certain properties located at Crites Field in Waukesha County, which is set to expire on August 31, 2010, and

WHEREAS, the parties reached an agreement to extend the lease as provided in the Agreement to Modify Lease between Quad/Air, LLC and Waukesha County regarding Airport hangar at Crites Field at Waukesha, Wisconsin, and

WHEREAS, the parties negotiated and agreed to certain modifications to the lease, and

WHEREAS, it is in the best interest of the citizens of Waukesha County to utilize the Waukesha County Airport as an economic development tool for the Waukesha County area and to embrace the needs of Waukesha County's corporate businesses.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the document entitled Agreement to Lease Property at Waukesha County Crites Field Waukesha, Wisconsin, between Waukesha County and Quad/Air, LLC, regarding an airport hangar at Crites Field is hereby approved.

FISCAL NOTE

AGREEMENT TO LEASE PROPERTY AT WAUKESHA COUNTY CRITES FIELD
WAUKESHA, WISCONSIN BETWEEN WAUKESHA COUNTY AND QUAD/AIR, LLC

This ordinance authorizes an agreement to extend the hangar lease agreement with Quad/Air, LLC. from September 1, 2010 to August 31, 2015. The lease extension increases annual revenue \$10,239 from \$86,100 to \$96,339 from the previous five-year agreement. This is the second five-year extension in the 2000-2005 lease with APW North America, Inc which was assumed by Quad/Air, LLC in 2003. The first extension in 2005 revised the annual revenue from \$78,000 (\$6,500 per month) to \$86,100.

An option to purchase the facility for \$662,280 in the five-year period continues and the agreement includes a monthly lease credit that can be applied to the purchase price of the hangar, which is identical to the previous extension. The credit accrues at \$1,944 per month for the first 36 months (\$70,000). If this purchase option is executed, a land lease will take effect. The current rate of \$0.1975, will be adjusted each year to the year of purchase by the inflation rate as determined by the (CPI-U).


Norman A. Cummings
Director of Administration
8/5/10

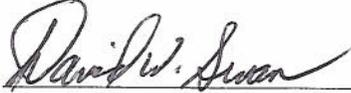
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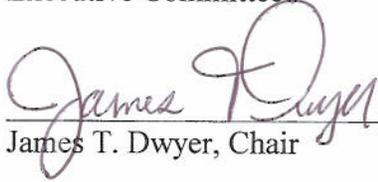
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 AT WAUKESHA COUNTY CRITES FIELD WAUKESHA, WISCONSIN
 BETWEEN WAUKESHA COUNTY AND QUAD/AIR, LLC

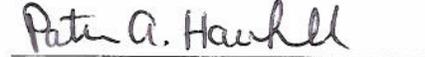
Presented by:
 Public Works Committee

Approved by:
 Executive Committee

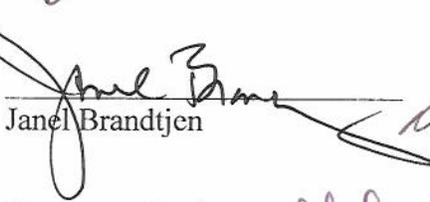
Approved by:
 Finance Committee


 David W. Swan, Chair


 James T. Dwyer, Chair


 Patricia A. Haukohl, Chair

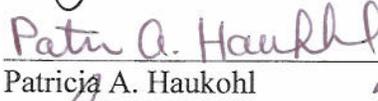

 Kathy A. Chiaverotti

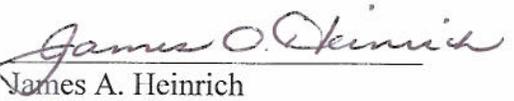

 Janel Brandtjen

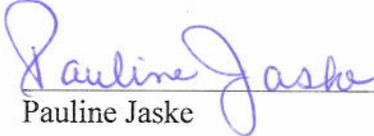

 Dave Falstad

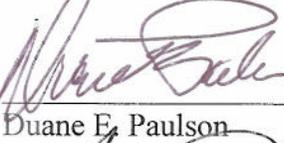
{ Absent }

Peter Gundrum


 Patricia A. Haukohl

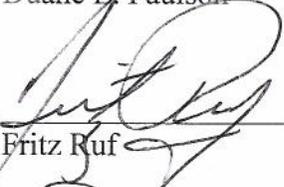

 James A. Heinrich

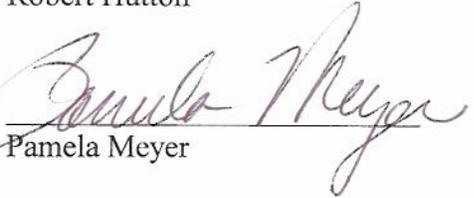

 Pauline Jaske


 Duane E. Paulson

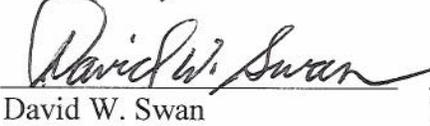

 Robert Hutton

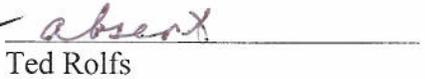

 Walter Kolb

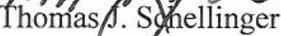

 Fritz Ruf

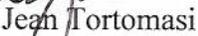

 Pamela Meyer


 Pamela Meyer


 David W. Swan


 Ted Rolfs


 Thomas J. Schellinger


 Jean Tortomasi


 William J. Zaborowski

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 8-27-2010, 
 Kathy Nickolaus, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X
 Vetoed: _____

Date: 9-1-10, 
 Daniel P. Vrakas, County Executive

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-08/24/10

(ORD) NUMBER-1650038

1 D. FALSTAD.....AYE
 3 R. HUTTON.....AYE
 5 J. JESKEWITZ.....AYE
 7 P. HAUKOHL.....AYE
 9 J. HEINRICH.....AYE
 11 F. RUF.....AYE
 13 P. DECKER.....AYE
 15 P. MEYERS.....AYE
 17 J. TORTOMASI.....AYE
 19 S. WIMMER.....AYE
 21 W. ZABOROWSKI.....AYE
 23 K. CHIAVEROTTI....AYE
 25 G. YERKE.....AYE

2 T. ROLFS.....AYE
 4 J. DWYER.....AYE
 6 J. BRANDTJEN.....AYE
 8 T. SCHELLINGER....AYE
 10 D. SWAN.....AYE
 12 P. WOLFF.....
 14 M. INDA.....AYE
 16 D. PAULSON.....AYE
 18 K. CUMMINGS.....AYE
 20 P. JASKE.....AYE
 22 P. GUNDRUM.....AYE
 24 W. KOLB.....AYE

TOTAL AYES-24

TOTAL NAYS-00

CARRIED_____

DEFEATED_____

UNANIMOUS X

TOTAL VOTES-24

AGREEMENT TO LEASE PROPERTY
AT WAUKESHA COUNTY CRITES FIELD WAUKESHA, WISCONSIN
BETWEEN
WAUKESHA COUNTY AND QUAD/AIR, LLC

1. Waukesha County agrees to lease to Quad/Air, LLC the property described on Exhibit 1 of the "existing lease" attached hereto.
2. The parties further agree to use the existing lease attached hereto between Waukesha County and APW North America, Inc. executed on or about June 30, 2000 between Waukesha County and APW North America, Inc. as the basis for the terms and conditions of the agreement with the changes outlined below.
 - a. Article 1, the first sentence, shall be substituted with the following: "This agreement shall commence on September 1, 2010 and shall terminate on August 31, 2015 unless terminated sooner as permitted by this agreement or extended as provided herein." The rest of Article 1 will remain the same except that any reference to Article 3 in Article 1 shall apply to substituted Article 3 as stated hereafter.
 - b. Article 3 shall remain the same except for the substitution of \$8,028.29 per month in the first indented line and the removal of \$6,500.00 per month therefrom.
 - c. Article 7, paragraph 1, shall be substituted as follows:

Condition of Leased Premises - Lessee accepts the leased premises in its present condition.
 - d. Article 7, paragraph 2, sentence 2 shall remain the same except for the elimination of the word, "roof." The balance of the paragraph shall be eliminated and the following will be substituted:

The County, at the County's expense, shall be responsible for the maintenance and repair of the existing roof for the initial term of this lease and the two-option periods. Any existing warranties, if any, shall be provided to the County for the County's benefit. Lessee shall have no responsibilities other than transferring existing warranties for the maintenance of the roof.

It is further understood and agreed between the parties that Waukesha County will be responsible for all maintenance and repair of the taxi-ways not included in the leased premises but leading off of and to the landing strips, and that such taxi-ways and landing strips are sufficient to support Lessee's current aircraft use as of the date hereof. The balance of Article 7 will remain the same.

- e. Article 31 of the "existing lease" shall be amended as follows: The first sentence shall be deleted in its entirety and the following substituted therefore: "Provided Lessee is not in default beyond any applicable due to period, County hereby grants to Lessee at any time during the initial five-year term of this agreement, an option to purchase the structure located upon the leased premises at a purchase price of \$662,280.00, less a credit of \$1,944.44 times the number of months that have elapsed during the initial thirty-six months of this agreement for a total credit of \$70,000.00.

Also, in line 19 of this paragraph, the number \$0.15 will be removed and \$0.1975 will be substituted therefore as well as in that same line changing the year to 2000 to 2010 and in the following line 2001 to 2011.

- f. In the last paragraph of Article 31, June 30, 2005 will be changed to August 31, 2015.

In witness hereof the parties have caused this agreement to be executed by their proper officers this _____ day of _____, 2010.

WAUKESHA COUNTY BY:

QUAD/AIR, LLC BY:

Daniel P. Vrakas, County Executive

Date

Date