

Dane County Contract Cover Sheet

Revised 01/2026

Res 090

Dept./Division	Admin/FacMgt		
Vendor Name	Ugly Apple LLC	MUNIS #	29067
Brief Contract Title/Description	Lease agreement for the cafe space in the Courthouse and the City-County Building		
Contract Term	6/1/26 - 5/31/28		
Contract Amount	\$200		

Contract # Admin will assign	16428
Type of Contract	
☐	Dane County Contract
☐	Intergovernmental
☐	County Lessee
☒	County Lessor
☐	Purchase of Property
☐	Property Sale
☐	Grant
☐	Other

Department Contact Information		Vendor Contact Information	
Name	Amanda DePaqter	Name	
Phone #		Phone #	
Email		Email	
Purchasing Officer			

Purchasing Authority	☐ \$13,000 or under – Best Judgment (1 quote required)		
	☐ Between \$13,000 – \$46,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	☐ Over \$46,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	☐ Bid Waiver – \$46,000 or under (\$25,000 or under Public Works)		
	☐ Bid Waiver – Over \$46,000 (N/A to Public Works)		
	☐ Cooperative Contract	Contract Name & #	
	☐ N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Req #	Org:	Obj:	Proj:	\$
		Org:	Obj:	Proj:	\$
	Year	Org:	Obj:	Proj:	\$

Budget Amendment	
☐	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	☐ Contract does not exceed \$100,000		
	☐ Contract exceeds \$100,000 – resolution required.	Res #	090
	☐ A copy of the Resolution is attached to the contract cover sheet.	Year	2026

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
☐ No modifications.	☐ Modifications and reviewed by:	☐ Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Slaven, Shelby	Digitally signed by Slaven, Shelby Date: 2026.07.14 15:32:05 -05'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 7/14/26	Date Out: _____	☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, July 14, 2026 3:49 PM
To: Hicklin, Charles; Patten, Peter; Gault, David; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16428
Attachments: 16428.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/15/2026 10:40 AM	Approve: 7/15/2026 10:41 AM
	Patten, Peter		Approve: 7/14/2026 5:02 PM
	Gault, David	Read: 7/15/2026 8:41 AM	Approve: 7/15/2026 8:42 AM
	Cotillier, Joshua	Read: 7/15/2026 8:29 AM	Approve: 7/15/2026 8:31 AM
	Oby, Joe		

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

Contract #16428
Department: Admin/Facilities Management
Vendor: Ugly Apple LLC
Contract Description: Lease agreement for café space in the Courthouse and CCB (Res 090)
Contract Term: 6/1/26 – 5/31/28
Contract Amount: \$200.00

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.

2026 RES-090

AUTHORIZING A LEASE BETWEEN DANE COUNTY AND UGLY APPLE LLC

Dane County and Ugly Apple LLC have negotiated a lease for the use of the café spaces on the LL1 floor of the Dane County Courthouse located at 215 South Hamilton Street, Madison, WI 53703 and the Ground floor of the City County Building located at 210 Martin Luther King Jr Blvd, Madison, WI 53703 for \$100 per year. The initial term of the lease is for two years, with a renewal option for three one-year extensions.

THEREFORE, BE IT RESOLVED that the lease agreement with Dane County and Ugly Apple LLC to lease the café space on the LL1 floor of the Dane County Courthouse and the café space on the Ground floor of the City County Building is hereby approved.

BE IT FINALLY RESOLVED, the County Executive and the County Clerk are authorized to sign the lease agreement.

LEASE

THIS LEASE, by and between the County of Dane, (hereinafter referred to as "LESSOR") a quasi-municipal corporation and Ugly Apple, LLC (hereinafter referred to as "LESSEE"), is entered into as of the date representatives of both parties have affixed their respective signatures.

WITNESSETH

Section 1. LEASED PREMISES. LESSOR, for and in consideration of the rents to be paid by LESSEE and the conditions, provisions, reservations and stipulations hereinafter set forth, does hereby demise, lease and let unto LESSEE a certain part of the premises at 215 South Hamilton St. ("Courthouse") and at 210 Martin Luther King Jr Blvd. ("City County Building") in the City of Madison (hereinafter "Leased Premises") more fully described as follows:

Courthouse: The café areas which consists of storage rooms, kitchen, and serving area on floor LL1 of the Dane County Courthouse, plus the non-exclusive use of certain common spaces in the building located at 215 South Hamilton St., Madison, Wisconsin 53703.

City County Building: The cafe areas which consist of storage room, preparation kitchen and serving area on Ground floor of the City County Building located at 210 Martin Luther King Jr Blvd., Madison, WI 53703.

Section 2. EXCLUSIVE USE OF LEASED PREMISES. During the Term, LESSEE shall be entitled to the exclusive use of the Leased Premises for the purposes of providing quality food and beverages commensurate with customer demand.

Section 3. TERM. The term of this lease shall be for two (2) year, commencing on the 1st day of June 2026 and ending on the last day of May 2028 ("TERM"), unless terminated sooner as provided herein.

Section 4. RENTS. LESSEE shall operate the café and provide quality meals and services for Dane County employees and visitors. As rent for the leased premises, LESSEE shall pay to LESSOR at Room 425 City-County Building, 210 Martin Luther King Jr. Boulevard, Madison, WI 53703 or at such other place as LESSOR may designate in writing from time to time, a total sum of \$100.00 for the Term within thirty-days of execution of this Agreement. LESSEE shall be exempt from reimbursing the LESSOR for the expense of providing water, HVAC, electricity, gas, telephone, data, pest control, refuse services and one dedicated parking spot for the operation of the cafe.

Section 13. RULES. LESSEE shall not perform any acts or carry on any practices which may injure the Leased Premises or be a nuisance or menace to neighboring property or occupants. LESSEE shall comply with all laws statutes ordinances, rules and regulations of any governmental agency having authority or jurisdiction over the Leased Premises. Violation of any provision of this section shall constitute grounds for termination of this lease by LESSOR on thirty (30) days advance written notice containing the reasons for termination. In the event of termination rent already paid shall be prorated.

Section 14. MAINTENANCE. The LESSEE shall conduct ordinary day-to-day maintenance and minor repairs necessary to keep the café in acceptable condition. The LESSOR will be responsible for major repairs, including but not limited to water, sewer, electrical, plumbing, heating, and cooling. The LESSEE will maintain and repair all LESSOR owned kitchen equipment, however should a piece of equipment which is the property of the LESSOR become unusable due to mechanical failure, the LESSOR will at its discretion repair or replace said piece of equipment. LESSOR will provide LESSEE 24 hour notice on all hood vent maintenance or needed shut-down of hood vents, with the exception of emergency situations.

Section 15. SANITATION REQUIREMENTS. The LESSEE shall keep the counter, tabletop, chairs, walls, fixtures, cooking areas, and floors clean in accordance with the requirements of the Public Health Madison Dane County Department and ordinances and regulations of the State of Wisconsin. The LESSOR shall be responsible for cleaning the cafes seating areas. All Health Department reports shall be transmitted to the LESSOR for review. The LESSEE shall furnish all cleaning supplies and materials needed to maintain the café premises in the above described manner.

Section 16. EQUIPMENT INVENTORY. LESSOR and LESSEE shall meet within thirty (30) days of executing the LEASE to identify any additional equipment LESSEE has provided for the successful operation of the café within the LEASED PREMISES.

Section 17. GENERAL OPERATIONS. The LESSEE will commit to serving or make available: quality food at a range of reasonable prices for both breakfast and lunch. The LESSOR and the LESSEE shall meet quarterly to review the previous quarter's operations with an objective of addressing any food quality and/or service issues. Action plans and timelines that address deficiencies will be developed jointly between the parties and implemented without delay.

Section 18. CUSTOMER FEEDBACK. The LESSEE shall make every effort to obtain customer feedback and incorporate the feedback into the daily menu, operations and product pricing.

Section 19. PERMITS AND LICENSES. The LESSEE shall procure, supply, and post in places to be designated by the LESSOR all permits and licenses necessary to be procured for carrying on of the café operations.

the damage or destruction the premises have not been repaired or reconstructed for LESSEE's use or other reasonable facilities provided, LESSEE may give LESSOR written notice of its intention to cancel this Lease in its entirety as of the date of such damage or destruction. The term "premises" as used herein means the building structure only and bears or implies no reference to contents.

Section 24. WORKER'S COMPENSATION. The LESSEE shall maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The LESSEE shall furnish evidence of adequate worker's compensation insurance.

Section 25. INSURANCE REQUIRED. LESSOR shall not be responsible for the personal property of LESSEE, its directors, guests, invitees, agents employees or officers. The LESSEE will indemnify, hold harmless and defend LESSOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which LESSOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the LESSEE furnishing the services or goods required to be provided under the contract with the LESSOR, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of LESSOR, its agencies, boards, commissions, officers, employees or representatives. The obligations of the LESSEE under this paragraph shall survive the expiration or termination of any contract resulting from the LESSEE bid.

At all times during the term of this Agreement, the LESSEE shall keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. LESSOR shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the LESSEE shall furnish LESSOR with a certificate of insurance listing LESSOR as an additional insured and, upon request, certified copies of the required insurance policies. If the LESSEE's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the PROVIDER shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The LESSEE shall furnish LESSOR, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the LESSEE shall furnish the LESSOR with a 30-day notice of aggregate

County Board of Supervisors, at any time during the term of this lease authorizes the closing of the building or fails to appropriate sufficient funds to LESSOR to continue to support its obligations under this Lease. Any such termination shall require a minimum one hundred twenty days' (120) written notice to LESSEE.

This lease may also be terminated without cause prior to the expiration of this term by the LESSOR giving written notice of not less than one hundred twenty (120) days or the LESSEE giving written notice of not less than forty-five (45) days.

Section 30. NON-DISCRIMINATION. During the term of this Lease, LESSEE agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). LESSEE agree to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law, setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.

Section 31. AFFIRMATIVE ACTION. LESSEE is subject to this paragraph only if LESSEE has ten or more employees and receives \$10,000 or more in annual aggregate contracts and leases with LESSOR. LESSEE shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Lease and failure to do so by said date shall constitute grounds for immediate termination of this Lease by LESSOR. LESSEE shall also, during the term of this Lease provide copies of all announcements of employment opportunities to LESSOR's Contract Compliance office, and shall report annually the number of persons, by race, sex and handicap status, who apply for employment and, similarly classified, the number hired and the number rejected.

Section 32. EQUAL OPPORTUNITY EMPLOYER. In all solicitations for employment placed on LESSEE's behalf during the term of this Lease, LESSEE shall include a statement to the effect that Lessee is an "Equal Opportunity Employer."

to the subject matter hereof. The parties expressly agree that this lease shall not be amended in any fashion except in writing, executed by both parties.

Section 43. COUNTERPARTS. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together will constitute a single instrument.

Section 44: This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

IN WITNESS WHEREOF, LESSOR AND LESSEE, by their respective authorized agents, have set their hands and seals to this to this Agreement which shall be effective as of the day and date by which both parties have executed this agreement.

FOR LESSEE:
UGLY APPLE, LLC

BY:  _____

DATE: 7-14-26

FOR LESSOR:
COUNTY OF DANE

BY: _____
County Executive

DATE: _____

BY: _____
County Clerk

DATE: _____