

Dane County Contract Addendum Cover Sheet

Res 430

Revised 06/2021

Contract # Admin will assign	14842A
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Dept./Division	ADMINISTRATION	Vendor Name	Ugly Apple LLC
Brief Addendum Title/Description	Extend lease agreement and add CCB cafe to lease	Vendor MUNIS #	29067
		Addendum Term	9/1/23 - 8/30/25
		Amount (\$)	\$ 100.00

Department Contact Information		Vendor Contact Information	
Contact	Nick Bubb	Contact	Laurel Burleson
Phone #		Phone #	
Email		Email	uglyapplecafe@gmail.com
Purchasing Officer			

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	PO Maintenance Needed PO#	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	
<input checked="" type="checkbox"/>	No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.				
<input type="checkbox"/>	New PO / Req. Submitted Req#	Org:	Obj:	Proj:	
		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.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	Addendum #	Term	Amount	Resolution	
	Original	9/1/22 - 8/31/23	\$ 100.00	<input type="checkbox"/> None	Res# 2022 Res-185
	A	9/1/23 - 8/31/25	\$ 100.00	<input type="checkbox"/> None	Res# 2023 Res-430
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
Total Contracted Amount			\$ 200.00		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Goldade, Michelle	Digitally signed by Goldade, Michelle Date: 2024.04.12 10:32:25 -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: 4/12/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, April 12, 2024 10:45 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14842A
Attachments: 14842A.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 4/12/2024 11:09 AM	Approve: 4/12/2024 11:09 AM
	Patten (Purchasing), Peter		Approve: 4/12/2024 11:11 AM
	Gault, David	Read: 4/12/2024 11:03 AM	Approve: 4/12/2024 11:05 AM
	Cotillier, Joshua		Approve: 4/12/2024 1:22 PM
	Stavn, Stephanie	Read: 4/12/2024 1:35 PM	
	Oby, Joe		

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

Contract #14842A

Department: Administration

Vendor: Ugly Apple LLC

Contract Description: Lease agreement addendum to extend lease for the café space in the Dane County Courthouse & add café space in CCB to lease (Res 430)

Contract Term: 9/1/23 – 8/31/25

Contract Amount: \$100.00

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.

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2023 RES-430

**APPROVING AN ADDENDUM TO UGLY APPLE'S LEASE FOR THE CAFÉ
SPACE IN THE CITY COUNTY BUILDING**

In 2022, a lease was negotiated between the County and Ugly Apple for the café space in the Courthouse building.

The café space in the City-County Building has remained vacant for several years. Ugly Apple has expressed an interest in expanding their operation to also include the café space in the City County Building.

A lease addendum has been negotiated in order to add the café space of the City-County Building to Ugly Apple's existing lease with a term ending August 31, 2025 and to exercise the first and second renewal option that would extend the term for the existing lease for the café space in the Courthouse to August 31, 2025.

THEREFORE, BE IT RESOLVED that the lease addendum with Dane County and Ugly Apple to lease the café space in the City-County Building, located at 210 Martin Luther King Jr. Blvd., Madison, WI 53703 and exercise the renewal option is hereby approved.



DANE COUNTY LEASE ADDENDUM

THIS LEASE ADDENDUM, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as “County”) and Ugly Apple, LLC (hereinafter referred to as “Lessee”).

WITNESSETH:

WHEREAS Lessee and County, by a separate document, Dane County Contract #14842 have previously entered into a contractual relationship to lease the café area of Courthouse building located at 215 South Hamilton Street (“Lease”).

WHEREAS Lessee and County wish to renew the terms of the Lease for the term beginning September 1, 2023 and ending on August 30, 2024. Additionally, Lessee and County wish to renew the Lease for the remaining 1-year extension, from September 1, 2024 to August 30, 2025.

WHEREAS Lessee and County wish to add the café area of the City-County building located at 210 Martin Luther King Jr. Blvd. to the leased premise of the Lease.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the parties do agree as follows:

1. The original lease shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This Addendum shall control only to the extent of any conflict between the terms of the original lease and this extension.
2. The term of the original lease is extended to August 30, 2025 in accordance with the Lease. .
3. “Section 1. Leased Premises” of the original lease is replaced with the following language:

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. in the City of Madison, Wisconsin (“Courthouse”) and 210 Martin Luther King Jr. Blvd (“City-County Building”) 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 at 215 South Hamilton St., Madison, Wisconsin 53703

City-County Building: The café area which consists of a storage room/ kitchen, and serving area on floor GR of the City County Building, plus the non-exclusive use of



DANE COUNTY LEASE ADDENDUM

certain common spaces in the building located at 210 Martin Luther King Jr. Blvd.,
Madison, Wisconsin 53703

(hereinafter "Leased Premises.")

4. Section 20. HOURS AND BUILDING SECURITY of the original lease is replaced with the following language:

The LESSEE shall be open Monday through Friday with the exception being the thirteen (13) holidays recognized by the LESSOR unless mutually agreed upon by the Parties. The LESSOR encourages the LESSEE to set operating hours that match the needs of the LESSOR employees and building visitors. Generally those hours are from 7:30am to 2:00pm. The LESSEE will employ only those persons who have passed a Sheriff's Office background check administered by the LESSOR. The LESSOR shall report immediately to the LESSEE any incidents made aware to them relating to LESSEE's employees. The LESSEE will investigate and report back to the LESSOR the results of the investigation as well as any actions taken to address the incident(s). Conversely, the LESSEE shall report immediately to the LESSOR any incidents made aware to them relating to the LESSOR employees. The LESSOR will investigate and will provide a general overview of the results of the investigation as well as any actions taken to address the incident(s). The LESSOR shall brief the Lessee on a need-to-know basis of any security matters that may affect the Lessee.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR PROVIDER:

LHB

04/02/2024

Date Signed

FOR COUNTY:

Joseph T. Parisi, Dane County Executive

Date Signed