

Res 235

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>LWRD</b>		CONTRACT/ADDENDUM #: <b>5743A</b>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Addendum	
3. Term of Contract or Addendum: From: <u>2002</u> To: <u>2037</u>		If Addendum, please include original contract number	
4. Amount of Contract or Addendum <u>0</u>		<input type="checkbox"/> POS <input type="checkbox"/> Co Lesse <input type="checkbox"/> Co Lessor <input type="checkbox"/> Intergovernmental <input type="checkbox"/> Purchase of Property <input type="checkbox"/> Property Sale <input type="checkbox"/> Other:	
5. Purpose: Amending an existing lease with the Madison Area Youth Soccer Association to clarify some of the lease terms and correct the legal description.			
6. Vendor or Funding Source: <b>Madison Area Youth Soccer Association</b>			
7. MUNIS Vendor Code: <b>21685</b>			
8. Bid/RFP Number:			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" 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 checked="" 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>235, 13-14</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval <i>Ken Connor</i>			

### CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
<i>ML</i>	Received	_____	<u>4-1-14</u>	_____
<i>ML</i>	Controller	_____	_____	<u>4/4/14</u>
<i>ML</i>	Corporation Counsel	_____	<u>4-7-14</u>	<u>4-7-14</u>
<i>ML</i>	Risk Management	_____	<u>4/4/14</u>	<u>4/4/14</u>
<i>ML</i>	ADA Coordinator	_____	<u>4/4/14</u>	<u>4/4/14</u>
<i>ML</i>	Purchasing Agent	_____	<u>4/7/14</u>	<u>4/7/14</u>
_____	County Executive	_____	_____	_____

### VENDOR

Vendor Name & Address	
MAYSA 5964 EXECUTIVE DR SUITE 1 MADISON WI 53719	
Contact Person CHRIS LAY	
Phone No. _____	
E-mail Address CHRISLAY@TDS.NET	

### Footnotes:

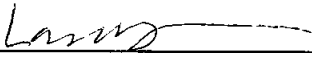
- \_\_\_\_\_
- \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>LAURA GUYER</u>	Dept.: <u>LWRD</u>
Phone: <u>224-3765</u>	Mail Address: <u>5201 FEN OAK DRIVE #208</u>
E-mail: <u>GUYER@COUNTYOFDANE.COM</u>	<u>MADISON WI 53718</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 copy<sup>1</sup>
- 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 copy<sup>1</sup>
- 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 copy<sup>1</sup>

Date: 3/31/2014 Signed:   
 Telephone Number: 224-3765 Print Name: LAURA GUYER

**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: \_\_\_\_\_

<sup>1</sup>A 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).

## SECOND AMENDED LEASE AGREEMENT

This Second Amended Lease Agreement is made and entered into by and between the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter referred to as "the County" or "LESSOR") and MAYSA (Affiliated), Inc. (a/k/a the Madison Area Youth Soccer Association), a qualified non-profit nonstick corporation under Chapter 181, Wis. Stats (hereinafter "MAYSA" or "LESSEE").

The Second Amended Lease Agreement is a supplement to the Amended Lease Agreement that was signed by MAYSA on March 19, 2002 and by the County on October 22, 2002 and October 24, 2002. All terms and conditions of the Amended Lease Agreement remain in effect, except for those that may be amended herein.

1. Premises: The Reddan Premises north of Cross Country Road shall be expanded to include approximately 13 acres as shown on Exhibit A. Within the expanded Reddan Premises, the County will continue to reserve for its own use or that of the Ice Age Trail a 50-foot wide strip along the Southernmost boundary of the expanded Reddan Premises running parallel to the northerly right of way of Cross Country Road.  
The Redden Premises south of Cross Country Road shall be reduced from 19.5 acres to 18.68 acres to better accommodate the Ice Age Trail on the westerly boundary of Badger Prairie Park and at the pedestrian crossing of Cross Country Road. The legal description of the reduced area is as follows:  
A PART OF THE NE1/4 OF THE NE1/4 OF SECTION 15, T6N, R8E, TOWN OF VERONA, DANE COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE N88°34'43"W 160.00 FEET TO THE POINT OF BEGINNING; THENCE N88°34'43"W 1167.44 FEET; THENCE S01°13'34"E 755.70 FEET; THENCE N85°52'00"E 1163.05 FEET; THENCE N00°48'45"W 642.80 FEET TO THE POINT OF BEGINNING. SAID LEASE PARCEL CONTAINS 18.68 ACRES AND SUBJECT TO CROSS COUNTRY ROAD OVER THE NORTHERLY SIDE THEREOF.
2. Use of Premises: Use of the Reddan Premises shall remain the same as under the Amended Lease Agreement except for the following:
  - The County has established a prairie planting along the eastern edge of the expanded Reddan Premises, some of which is located within the expanded Reddan Premises. The prairie planting shall not be disturbed or removed by MAYSA and its guests and invitees. The County shall be responsible for all maintenance and oversight of the prairie planting, including that portion located within the expanded Reddan Premises.
  - MAYSA may allow other compatible recreational use of the Reddan and Badger Prairie Premises, including but not limited to ultimate Frisbee, rugby, and football.
3. Premises may be Fenced and Signs & Screening Erected: All terms and conditions of Section 7 of the Amended Lease Agreement shall remain in effect except that the Lessee is not obligated to erect fencing and a gate at the Southern border of the Badger Prairie Premises unless requested by Lessor.



FOR COUNTY (LESSOR)

BY: \_\_\_\_\_  
Joseph T. Parisi, County Executive

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Scott McDonell, County Clerk

DATED: \_\_\_\_\_