

Dane County Contract Cover Sheet

Dept./Division	AIRPORT/ADMIN
Vendor Name	United Airlines, Inc.
Vendor MUNIS #	18257 18527
Brief Contract Title/Description	Amends the lease agreement to add 42 square feet of exclusive-use space in the inbound baggage tunnel, all other terms of agreement remain unchanged.
Contract Term	Full execution to 12/31/2020
Total Contract Amount	\$ 1,210.86 per year added by amendment

Contract # <small>Admin will assign</small>	10479D
Addendum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

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.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res # 518
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year 2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
NG	Received by DOA	3/2/20		
cu	Controller		3/4/20	
cu	Purchasing		3/4/20	
cc	Corporation Counsel	3/5/2020	3/5/2020	
rl	Risk Management	3/4/2020	3/5/2020	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Rodney Knight	Name	Jennifer Huang
Phone #	(608) 246-3388	Phone #	
Email	knight@msnairport.com	Email	jennifer.huang@united.com
Address	4000 International Lane Madison, WI 53704	Address	233 S Wacker Dr. 11 FL HDQOU Chicago IL 60606

Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by: Rodney Knight, Airport Counsel
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	<i>Kim Jones</i>	2/27/2020
	Printed Name	
	Kimberly Jones, Airport Director	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

1
2
3 **2019 RES-518**
4

5 **APPROVAL OF FOURTH AMENDMENT OF OPERATING AGREEMENT AND**
6 **TERMINAL BUILDING LEASE OF UNITED AIRLINES, INC.**
7 **-DANE COUNTY REGIONAL AIRPORT-**

8 United Airlines, Inc. ("Airline") conducts operations at the Dane County
9 Regional Airport ("DCRA") pursuant to the Scheduled Airline Operating Agreement
10 and Terminal Building Lease of United Airlines, Inc. (the "Lease Agreement").
11 Dane County and Airline have agreed to amend the Lease Agreement to add 42
12 square feet of exclusive use space in the Terminal Building Inbound Baggage
13 Tunnel to be used for the location of a freezer for Airline's use in its operations at
14 DCRA. Other than the addition of the forgoing exclusive use space, all terms of
15 the Lease Agreement, as previously amended, shall remain unchanged.
16

17 NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive
18 and the Dane County Clerk are hereby authorized to execute on behalf of Dane
19 County a Fourth Amendment of Operating Agreement And Terminal Building
20 Lease of United Airlines, Inc., as set forth above.
21

United Contract
179480-4

**FOURTH AMENDMENT OF OPERATING AGREEMENT AND
TERMINAL BUILDING LEASE OF UNITED AIRLINES, INC.**

DANE COUNTY REGIONAL AIRPORT
LEASE NO. DCRA 2010-05

THIS FOURTH AMENDMENT to Operating Agreement and Terminal Building Lease of United Airlines, Inc. (the "Fourth Amendment") is entered into by and between United Airlines, Inc. ("Airline"), a corporation organized under Delaware law, and Dane County ("County"), a Wisconsin quasi-municipal corporation, and shall be effective as of the date by which it is fully executed by both parties.

WITNESSETH:

WHEREAS Airline and County are parties to a Scheduled Airline Operating Agreement and Terminal Building Lease, identified as Dane County Lease No. DCRA 2010-05 (the "Agreement"), which has been amended to extend the term of the Agreement such that it expires on December 31, 2020; and

WHEREAS Airline and County desire to amend the Agreement to allocate space in the Terminal Building Inbound Baggage Tunnel as exclusive use space to be occupied by Airline as the location of a freezer for use in Airline's operations.

NOW, THEREFORE, Airline and County agree as follows.

The Agreement, as amended, shall remain in full force and effect unchanged in any manner by this Fourth Amendment except for those changes expressly set forth herein.

1. Section 4.01 A of the Lease is deleted in its entirety and replaced with the following three paragraphs:

A. Signatory Airlines shall lease exclusive use and common use space on the first floor level of the Terminal Building, including exclusive ATO space, bag laydown space, storage space, BSO space, shared exclusive use space, and common use space, as depicted in Exhibit B-1c attached to the Fourth Amendment to Operating Agreement and Terminal Building Lease of United Airlines, Inc. and, subject to the provisions of Section 4.02 herein, shall lease common use space and boarding gate areas, on the second floor level of the Terminal Building, as depicted in Exhibit C-1 attached to the Fourth Amendment to Operating Agreement and Terminal Building Lease of United Airlines, Inc. Each airline electing to lease space in the area designated on Exhibit B-1c as shared exclusive space shall lease one of the three offices available in the shared exclusive space. The hallways, open areas and ticket counters in the shared exclusive space shall be shared among all airlines leasing the space, and rent for the shared space shall be split equally among the airlines leasing the space. Airlines electing to lease the shared exclusive space will be required to execute an addendum setting forth the rights and responsibilities of each such airline regarding use of signage and counter positions in the shared exclusive space.

The square footage of the areas occupied by Airline are set forth in Exhibit B-2d, attached to the Fourth Amendment to Operating Agreement and Terminal Building

Lease of United Airlines. Where applicable, actual dimensions of the Leased Premises are taken from the center line of walls for interior space and from the inside face of exterior walls. The dimensions listed in Exhibit B-2d shall be the basis for determining the amount of rent payable under Articles 5 and 6 of this Agreement.

The exclusive storage space leased by Airline in the terminal building inbound baggage tunnel shall be used for the installation, as approved by County, of a freezer for the storage of ice used in Airline's operations at the Airport. In the event Airline ceases to use the freezer for the foregoing purpose, the freezer shall be promptly removed by Airline.

2. County shall provide, at the location of the exclusive storage space leased by Airline in the terminal building inbound baggage tunnel, a standard 120 volt electric outlet and provide, at County's expense, electric power for the freezer installed thereon.

IN WITNESS OF THE FOREGOING, and with the intent to be bound thereby, the parties have executed this Fourth Amendment on the dates set forth below.

FOR DANE COUNTY:

Joe Parisi
Dane County Executive

Date: _____

Scott McDonell
Dane County Clerk

Date: _____

FOR UNITED AIRLINES, INC.

* Pranav Trivedi
* _____
Managing Director, Corporate Real Estate

DocuSigned by:
Pranav Trivedi
BECED85238234AE...

Date: 1/9/2020

*Print Name and Title of Signing Officer



- ATO-1 DELTA
- ATO-2 DELTA
- ATO-3 UNITED
- ATO-4 FRONTIER
- ATO-5
- ATO-6 AMERICAN
- ATO-7
- ATO-8
- ATO-9
- ATO-10 SHARED EXCLUSIVE SPACE

- B80-A DELTA
- B80-B G2 SECURE STAFF LLC
- B80-C UNITED

- COMMON USE SPACE
- UNITED EXCLUSIVE USE SPACE
- SHARED EXCLUSIVE USE SPACE

- OFFICE A - VACANT
- OFFICE B - VACANT
- OFFICE C - SUN COUNTRY

7x6' FREEZER LOCATION

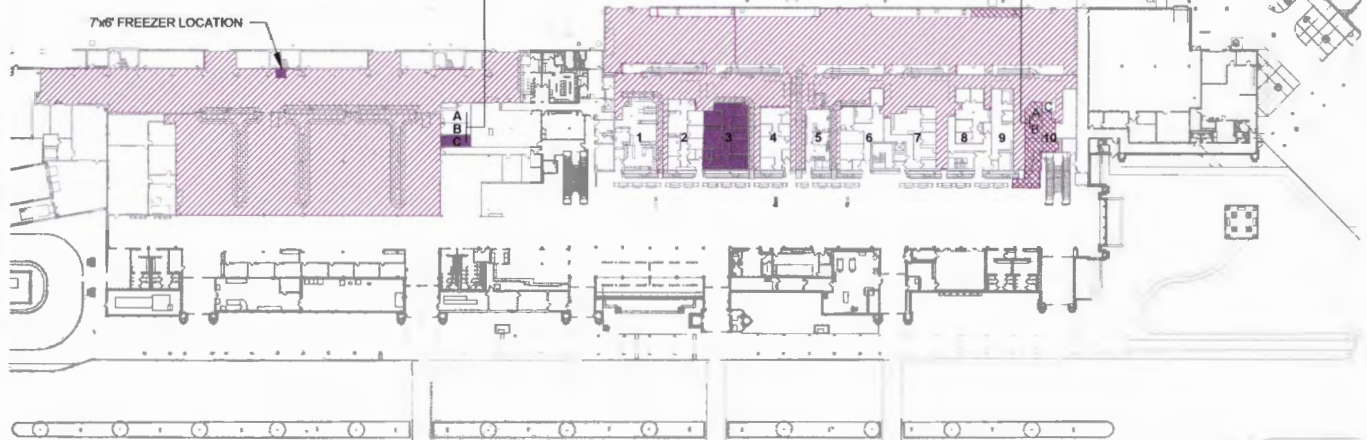


EXHIBIT B-1c

Exhibit B-2d

AIRLINE TERMINAL BUILDING SPACE
Dane County Regional Airport

		ATO	Curb-side	Bag Laydown	Storage	BSO	Departure	Bag Claim	Total
Exclusive Use Space									
#	Airline								
1	Delta	2,325		419	351	257			3,352
2	Delta	1,707		352					2,059
3	United	2,122		346	42	191			2,701
4	Frontier	1,508		352					1,860
5	vacant	1,149		366					1,515
6	American	2,078		225					2,303
7	vacant	1,448		300	599				2,347
8	vacant	772		225	595				1,592
9	vacant	1,408		380					1,788
10A	vacant	1,265	{	446	75				521
10B	vacant			459	75				534
10C	Sun Country			360	75				435
		15,782	0	3,190	1,587	448	0	0	21,007
Common Use Space			49	14,736			69,983	26,363	111,131
Total		15,782	49	17,926	1,587	448	69,983	26,363	132,138

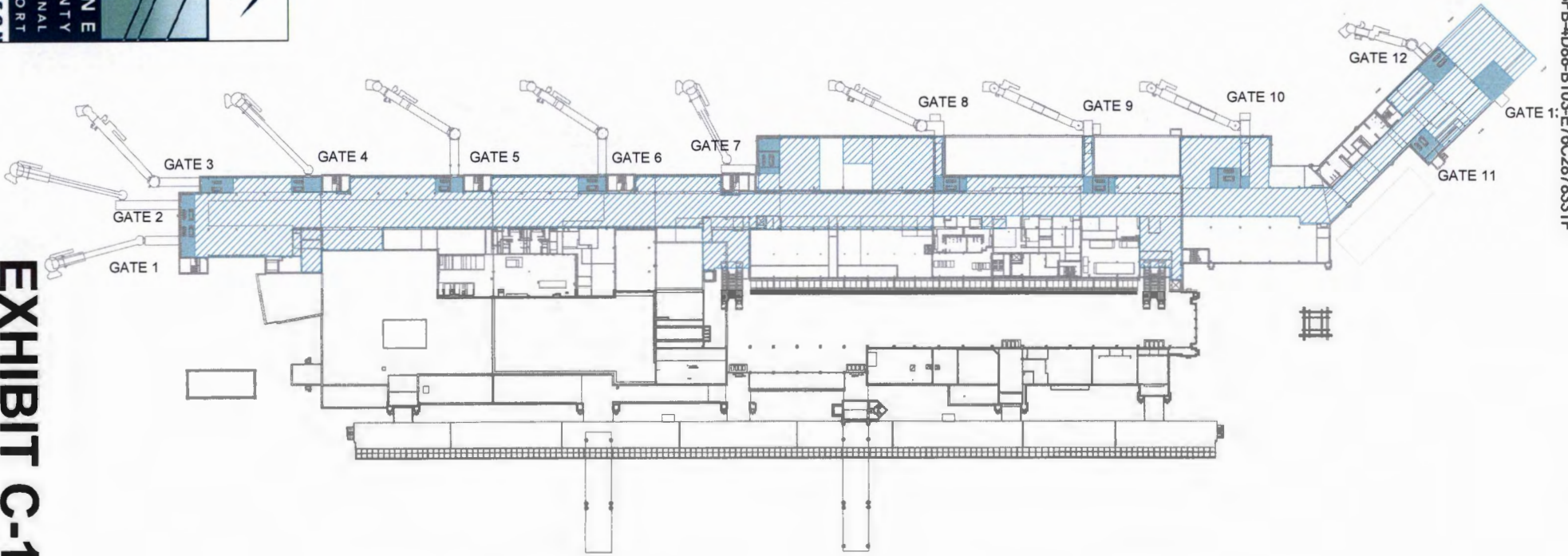
} 5,411

Exhibit B-2d

updated 12/10/2019



EXHIBIT C-1



 COMMON USE SPACE
 BOARDING GATE AREA

- GATE 1 DANE COUNTY
- GATE 2 SUN COUNTRY
- GATE 3 FRONTIER
- GATE 4 UNITED
- GATE 5 UNITED
- GATE 6 UNITED
- GATE 7 DELTA
- GATE 8 DELTA
- GATE 9 DELTA
- GATE 10 DELTA
- GATE 11 AMERICAN
- GATE 12 AMERICAN
- GATE 13 AMERICAN