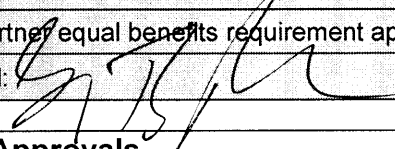






Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Administration	Contract/Addendum #: 13149
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	Contract Addendum
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Addendum, please include original contract number
3. Term of Contract or Addendum: 7/1/17 - 6/30/18	<input type="checkbox"/> POS <input type="checkbox"/>
4. Amount of Contract or Addendum: \$100.00	<input type="checkbox"/> Grant <input type="checkbox"/>
5. Purpose: Lease Cafe/Kitchen area of City-County Building for purposes of operating a cafe	<input type="checkbox"/> Co Lease <input type="checkbox"/>
	<input checked="" type="checkbox"/> Co Lessor <input type="checkbox"/>
	<input type="checkbox"/> Intergovernmental <input type="checkbox"/>
	<input type="checkbox"/> Purchase of Property <input type="checkbox"/>
	<input type="checkbox"/> Property Sale <input type="checkbox"/>
	<input type="checkbox"/> Other <input type="checkbox"/>
6. Vendor or Funding Source: R Schenk Inc d/b/a Cranberry Creek Takeout	
7. MUNIS Vendor Code: 25837	
8. Bid/RFP Number:	
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input 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 checked="" type="checkbox"/> No	
11. Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____	
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____	
13. 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 2017 Res-_____	
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
15. Director's Approval: 	

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
	Received	6/26/17		R Schenk d/b/a Cranberry Creek Takeout
	Controller		6/26/17	Contact Person
	Corporation Counsel	6/27/17	6/27/17	Bob Schenk
	Risk Management	6/26/17	6/27/17	Phone No.
PCP	Purchasing	6/28/17	6/28/17	E-mail Address
_____	County Executive	_____	_____	

Footnotes:

-
-

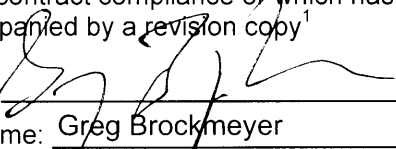
Return to:	Name/Title: Michelle Goldade Phone: 266-4941 E-mail Address: goldade@countyofdane.com	Dept.: Administration Mail Address: Room 425 CCB
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Certification

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 copy¹
- ☐ is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- ☐ is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ 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 copy¹

Date: 8/10/17

Signed: 

Telephone Number 266-4519

Print Name: Greg Brockmeyer

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: _____

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

LEASE

THIS LEASE, by and between the County of Dane, (hereinafter referred to as "LESSOR") a quasi-municipal corporation and RSchenk Inc. doing business as Cranberry Creek Takeout (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 210 Martin Luther King Jr. Blvd. in the City of Madison, Wisconsin, more fully described as follows:

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 certain common spaces in the building located at 210 Martin Luther King Jr. Blvd., Madison, Wisconsin 53703 (hereinafter "Leased Premises.")

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. any other lawful use with the consent of LESSOR, such consent not to be unreasonably withheld.

Section 3. TERM. The term of this lease shall be for one (1) year, commencing on the first day of July, 2017 and ending on the thirtieth-last day of June , 2018 ("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, and refuse services for the operation of the café.

Section 5. RENEWAL OPTION. LESSEE shall have the option to renew this lease for up to an additional four (4) one (1) year terms under the terms and condition set forth in this LEASE, if agreed to by both parties.

Section 6. ALTERATIONS PROHIBITED. LESSEE shall make no changes, alterations, additions or improvements to the Leased Premises or parts thereof without the prior written consent of LESSOR.

Section 7. NO SUBLET, ASSIGNMENT, RENEWAL. There shall be no sublet, assignment or automatic renewal of this lease unless in writing, consented to by LESSOR.

Section 8. CONDITION OF PREMISES. LESSEE has examined the premises and accepts them in their present condition, and will at all times keep the premises in a neat, clean, safe and sanitary condition. Upon termination or expiration of this Lease, LESSEE shall return the Leased Premises to its original condition, normal wear and tear excepted.

Section 9. REPAIRS. LESSEE agrees to keep and maintain the Leased Premises in good repair and condition except for ordinary wear and tear and damage by fire or other unavoidable casualty not occurring by fault of LESSEE, Unless a repair is made necessary by the negligence or improper use of the premises by LESSEE, LESSOR shall make all necessary structural repairs or replacements, including but not limited to repairs to the roof, walls, foundation, and the plumbing, heating, electrical and other mechanical systems.

Section 10. REMOVAL OF FIXTURES. LESSEE may at any time during the Term or upon termination or expiration of this lease, provided LESSEE is not in default, remove any trade fixtures installed by LESSEE on condition that LESSEE shall repair at its cost any damage caused by such removal and restore the Leased Premises to its original condition.

Section 11. LESSOR'S ACCESS TO LEASED PREMISES. LESSOR shall be allowed access to the leased premises at reasonable times during business hours of LESSEE for the purposes of examining the same, performing LESSOR's obligations under this lease, maintaining the building of which the Leased Premises are a part, and exhibiting the said premises to a subsequent lessee. LESSOR may enter Leased Premises at any time to respond to emergency conditions.

Section 12. NOTICES. If at any time, it shall become necessary or desirable for LESSOR to give or serve any notice, demand or communication upon LESSEE or for LESSEE to serve or give the same upon LESSOR, such notice or demand or communication shall be in writing and shall be served personally or by certified mail addressed to the addresses set forth below. If mailed, as aforesaid, such notice, demand or communication shall be deemed to have been served or delivered when deposited in the United States mail, addressed as aforesaid, with postage properly prepaid. Notices to LESSOR shall be sent to the Dane County Facilities and Services Director, Room GA8 210 Martin Luther King Jr. Drive Madison WI 53703, or such other official as LESSOR may from time to time designate in writing. Notices to LESSEE shall be sent to 114 East Main St. Madison WI. 53703.

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.

a. 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.

b. CLEAN UP.

The LESSEE shall keep the counter, tabletop, chairs, walls, fixtures, cooking areas, and floors clean in accordance with the requirements of the City and County Health 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.

c. EQUIPMENT INVENTORY

The LESSOR will provide equipment on the attached list. The LESSEE will be responsible for providing any additional equipment they deem necessary for the successful operation of the cafes.

d. 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 quarters 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.

e. CUSTOMER FEEDBACK

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

f. 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.

g. HOURS AND BUILDING SECURITY

The LESSEE shall be open Monday through Friday with the exception being the ten (10) 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.

h. RESTRICTIONS

The LESSOR may forbid both the display and sale of any objectionable item(s) at any time during the contract and the LESSEE agrees to comply with the restriction. The following items may not be displayed or sold in the cafés: cigarettes, other tobacco products, smoking products, gambling items, sexually explicit materials.

Section 14. LESSEE TO OBSERVE LESSOR'S RULES AND REGULATIONS. LESSEE shall observe and comply with LESSOR's rules and regulations pertaining to the Leased Premises and the adjacent common areas. LESSEE agrees such rules and regulations may be rescinded, amended or added to by LESSOR for the proper use, welfare and enjoyment of all tenants and patrons of the building. Any violation of such rules and regulations which is not remedied within thirty (30) days after receipt of notice therefore from LESSOR shall constitute a default entitling LESSOR to re-enter the Leased Premises and remove LESSEE and to use any other remedies available to LESSOR.

Section 15. UNFIT FOR OCCUPANCY. If the space assigned to LESSEE is partially damaged by fire or other casualty, but not rendered unfit for occupancy, LESSOR shall repair the premises at its own cost and expense. If the damage is so extensive as to render the premises unfit for occupancy

but capable of being repaired in sixty (60) days, the same shall be repaired by LESSOR at its own cost and expense and the rents payable by LESSEE shall be paid up to the time of such damage and thereafter cease until such time as the assigned premises shall be restored and again made tenantable. In the event the premises are completely destroyed by fire or other casualty or so damaged that they will remain untenable for more than sixty (60) days, LESSEE shall have the following options: (1) if the premises are repaired or reconstructed by LESSOR the rents shall be paid up to the time of such damage and destruction and thereafter cease until the premises shall be fully restored; or (2) if within one hundred eighty (180) days after the time of 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 16. 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 17. 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 erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the LESSEE or LESSOR may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the LESSEE. In the event any action, suit or other proceeding is brought against LESSOR upon any matter herein indemnified against, LESSOR shall give reasonable notice thereof to the LESSEE and shall cooperate with the LESSEE's attorneys in the defense of the action, suit or other proceeding. The LESSOR reserves the right to require higher or lower insurance limits where LESSOR deems necessary.

In case of any sublet of work under this Agreement, the LESSEE shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the LESSEE.

Section 18. LESSEE'S OBLIGATIONS. LESSEE agrees to deliver up the Leased Premises to LESSOR peacefully and quietly in the condition called for by the terms of this Lease, normal wear and tear excepted. LESSEE further agrees that it will not cause any waste to be committed upon the Leased Premises; that it will use the same for the above-named purpose only; that it will conduct its business or activities on the Leased Premises so as to keep the premiums of any insurance on any policy covering the Leased Premises at a reasonable rate considering LESSEE's use of the premises; that it will observe and comply with, at its own cost and expense, such rules and regulations as may be required by the insurance company or companies that may insure the Leased Premises; and that it will observe and comply with at its own cost and expense, all applicable regulations, ordinances or laws, in connection with conducting its business or activities thereon. Building structure operations and maintenance responsibilities of the LESSOR are not diminished or otherwise affected by LESSEE's obligations listed in this section.

Section 19. DEFAULT BY EITHER PARTY. Should either party be in default under any provision of this Lease, the non-defaulting party prior to exercising any option arising upon such default, shall give the defaulting party a written notice of such default, and the defaulting party shall

have thirty days to remedy the default. This period may be extended by written agreement of the parties.

Section 20. LESSOR'S COVENANT OF PEACEFUL ENJOYMENT. LESSOR covenants and agrees with LESSEE that upon LESSEE paying the rents reserved herein and performing the covenants and agreements herein contained in its part, LESSEE shall at all times during the Term peaceable and quietly have, hold and enjoy the Leased Premises.

Section 21. TERMINATION OF LEASE. Notwithstanding any language herein to the contrary, LESSOR may terminate this lease, and all of its obligations thereunder in the event the Dane 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' 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 PROVIDER giving written notice of not less than forty-five (45) days.

Section 22. 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 23. 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 24. 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."

Section 25. RECORDS. LESSEE agrees to furnish all information and reports required by LESSOR's Contract Compliance Officer as the same relate to affirmative action and non-discrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords., and the provisions of this Lease.

Section 26. ACCESS FOR PHYSICALLY DISABLED. LESSOR shall maintain access to the premises for the physically disabled as specified in Section 101.13 of the Wisconsin Statutes and acts amendatory thereto.

Section 27. SIGNS NOT PERMITTED. Except in designated areas, LESSEE shall post no signs nor erect any signs of any kind upon the premises without the prior written consent of LESSOR.

Section 28. NO WAIVER. No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall operate as a waiver thereof nor avoid or affect the right of the party to enforce the same upon a subsequent default or breach.

Section 29. REMEDIES CUMULATIVE. The rights and remedies herein granted are cumulative and are in addition to any given by any statute, rule of law or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

Section 30. PARTIAL INVALIDITY. The terms and provisions of this lease shall be deemed separable, and if any term or provision of this lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 31. CAPTIONS. The captions of paragraphs appearing in this Lease are inserted only as a matter of convenience and in no way define or limit the scope or intent of such paragraphs or this lease, nor in any way affect this lease.

Section 32. SUCCESSORS AND ASSIGNS. This Lease shall bind and insure to the benefit of the parties hereto, their heirs, representatives, successors and assigns, except as otherwise herein specifically provided.

Section 33. THIRD PARTIES. This lease is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this lease shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

Section 34. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein and this lease supersedes any and all oral agreements and negotiations between the parties relating 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 35. COUNTERPARTS. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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

FOR LESSEE:

RSchenk Inc.

BY: 

Date: _____

FOR LESSOR:

COUNTY OF Dane County

BY: _____

Date: _____

County Executive

BY: _____

Date: _____

County Clerk