

THIRD AMENDMENT TO AGREEMENT FOR CONTRACT CATERING AND RETAIL SALES AT THE MONONA TERRACE CONVENTION CENTER

This Third Amendment to Agreement for Contract Catering and Retail Sales at the Monona Terrace Convention Center is made and entered into this _____ day of _____, 2021 by and between the City of Madison, a Wisconsin municipal corporation (the "City"), and Monona Catering, LLC, a Minnesota corporation ("M.C.").

WHEREAS, the City and M.C. entered into an Agreement for Contract Catering and Retail Sales (the Agreement) dated June 7th, 2006; and

WHEREAS, the City and M.C. have negotiated to modify certain terms of the Agreement, and included them in this Third Amendment; and

WHEREAS, M.C. has been contributing \$75,000 annually towards jointly agreed upon capital upgrades and/or catering equipment; and

WHEREAS, the City and M.C. have agreed to suspend the \$75,000 capital contribution for years 2020 and 2021, due to COVID-19 health restrictions; and

WHEREAS, the City and M.C., in consideration for the two year suspension of the capital contribution, agree to extend the Agreement an additional two years to expire December 31, 2027; and

WHEREAS, the City and M.C. have agreed to remove the requirement that M.C. provide the City with a Letter of Credit or Performance Bond.

NOW, THEREFORE, in consideration of the mutual benefits herein described, the City and M.C. do mutually agree to amend the Agreement as follows:

1. Section 6.1 is deleted in its entirety and replaced with the following: The term of this Agreement shall be February 9, 2007 through December 31, 2027, unless otherwise terminated earlier in accordance with Article 16 herein.
2. Section 3.2.v. is created to read: Notwithstanding this Section 3.2, the \$75,000 annual capital contribution is suspended for years 2020 and 2021. The \$75,000 annual capital contribution to be paid by M.C. to City is renewed for years 2022, 2023, 2024, 2025, 2026 and 2027.
3. Section 14.2.v is deleted. M.C. is not required to maintain a bond or letter of credit.

4. Section 17 is amended to read as follows:

17.1 Notices

All notices demands or other communications required to be given under this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally or mailed by first class mail, postage prepaid, with the address as hereafter indicated. The City and M.C., by written notice given to the other, may from time to time designate any other person or address. Unless otherwise provided, all notices, demand and communications shall be addressed as follows:

To the City: Connie Thompson,
Executive Director
Monona Terrace
1 John Nolen Drive
Madison, WI 53703

To Monona Catering: MONONA CATERING, L.L.C.
Attn: General Manager
Monona Terrace
1 John Nolen Drive
Madison, WI 53703

With a copy to: Patty Lemke, CEO
Kelber Catering, Inc. & Monona Catering
1301 - 2nd Avenue South
Minneapolis, MN 55304

and: Richard J. Kelber
Moss and Barnett, PA
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402

5. These terms will commence upon the signing of this Amendment by City and M.C. and continue until December 31, 2027.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed on the day and year first above written:

MONONA CATERING, LLC

**MONONA TERRACE COMMUNITY AND
CONVENTION CENTER OF THE CITY OF
MADISON, WI**

By: _____

Patricia Lemke,
Chief Operating Officer

By: _____

Connie Thompson, Executive Director

Date: _____

Date: _____

By: _____

VP and General Manager

By: _____

M. Alice O'Connor,
Chair Monona Terrace Board

Date: _____

Date: _____

Approved for Execution

By: _____

David P Schmiedicke,
City of Madison Finance Director

By: _____

Michael R. Haas, City Attorney

Date: _____

Date: _____