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(ITEM) From the Director, Office of Emergency Management, requesting authorization to enter into the Third Amendment to the Lease Agreement with Bieck Management, Inc., for Lakeshore Towers, 6260 South Lakeshore Drive, Cudahy, Wisconsin, for a 10-year term with two automatic five-year renewal periods in order to install new equipment and occupy space in an adjacent room which is necessary to house the equipment of the 800 Megahertz Public Safety Radio System (Build Out Ten Sites to Digital) project, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Director, Office of Emergency Management, is requesting authorization to enter into the Third Amendment to the Lease Agreement with Bieck Management, Inc. (Licensor); and

WHEREAS, File No. 13-886 authorized the execution of the Contract for Service with Motorola Solutions, Inc., in an amount not to exceed \$17,751,797, for the implementation of Capital Project WO614, Build Out Ten Sites to Digital, the 800 Megahertz Public Safety Radio System migration from analog to digital; and

WHEREAS, Licensor and Milwaukee County (Licensee) entered into a Lease Agreement dated January 1, 2000, for the purpose of installing, maintaining, and operating electrical and/or communications equipment in a storage room on the highest floor (Existing Location) on the property located at 6260 South Lake Drive, Cudahy, Wisconsin, known as Lakeshore Towers; and

WHEREAS, the term of that Lease Agreement was for a four-year period from 2000 to 2004 with automatic year-to-year extensions unless either party provides written notice of its intention to not renew; and

WHEREAS, Licensor and Licensee entered into the First Amendment to the Lease Agreement on March 15, 2005, for the purpose of expanding the amount of floor space at the property used by Milwaukee County as well as for the expansion of electrical service to be used by Milwaukee County; and

WHEREAS, Licensor and Licensee entered into the Second Amendment to the Lease Agreement on May 1, 2015, for the purpose of:

1. The replacement of one existing radio antenna.
2. The installation and operation of four additional radio antennas.
3. The installation and operation of three additional microwave dishes and related equipment.
4. The further expansion of the floor space used by Milwaukee County in the Existing Location at the property.
5. The installation and operation of a generator at the property.

47
48 ; and

49
50 WHEREAS, Licensor consents to grant Licensee occupancy and exclusive use
51 of the West Telecom Room to:

- 52
53 1. Install electronics, microwave, and digital radio equipment.
54 2. Access the 200 amp home run electric service with separate meter to be
55 put in Licensee's name.

56
57 ; and

58
59 WHEREAS, Licensor will permit Licensee's analog radio equipment to remain in
60 the Existing Location for a period of at least six months, and then, contingent upon the
61 lack of a lease agreement between Licensor and another tenant for the Existing
62 Location, on a month-to month-basis thereafter for a period of not more than twelve
63 additional months; and

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65 WHEREAS, Licensor shall furnish natural gas for the operation of an emergency
66 generator provided by Licensee at an annual cost not to exceed \$1,000; and

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68 WHEREAS, Licensee is responsible for the complete maintenance of the West
69 Telecom Room including the heating, ventilation, and air conditioning improvements
70 provided in that room, the costs for all of which are within the budget for Capital Project
71 WO614; and

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73 WHEREAS, the annual rent, effective as of the date of the execution of the Third
74 Amendment, shall increase from \$19,876 to \$22,010 for the 2015 calendar year; and

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76 WHEREAS, commencing January 1, 2016, the annual rent shall increase to
77 \$27,415 which is commensurate to the rents paid by the telecommunications tenant that
78 had previously occupied the West Telecom Room; and

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80 WHEREAS, on the first day of each January thereafter the rent will escalate by
81 an amount equal to 3% of the monthly rent of the previous year; and

82
83 WHEREAS, the term of the Lease Agreement shall be 10 years from the
84 execution of the Third Amendment, with two automatic renewal periods of five years
85 each unless terminated by either party, and all other terms and conditions shall remain
86 in full force and effect and are incorporated and restated in the Third Amendment; and

87
88 WHEREAS, the Committee on Judiciary, Safety, and General Services, at its
89 meeting of June 11, 2015, recommended adoption of the Director's request (vote 7-0);
90 now, therefore,

91

92 BE IT RESOLVED, the Director of the Office of Emergency Management is
93 hereby authorized to enter into the Third Amendment to the Lease Agreement with
94 Bieck Management, Inc., for Lakeshore Towers, 6260 South Lakeshore Drive, Cudahy,
95 Wisconsin, for a 10-year term with two automatic five-year renewal periods in order to
96 install new equipment and occupy space in an adjacent room which is necessary to
97 house the equipment of the 800 Megahertz Public Safety Radio System (Build Out Ten
98 Sites to Digital) project.

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