

### COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

Please complete a form for each new proposal review request.

Work Proposal Name:		Date of Request:			
Requesting Department:		Department Contact Name:			
High Org:	Low Org:	Approval Signature of Department Head:			
DESCRIPTION					
Please provide a detailed description of the request:					
How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?					
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How does this proposal align with the County's objectives on racial equity? Please see the County's Vision/Mission/Values and strategic focus areas attached					
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Desired Timeline:		Anticipated Funding Source (check all that apply and			
Begin Date: End Date: Duration:		include amount allocated under each category):  Operating Budget:			
		Capital Budget:			
		Other (i.e. grants, donations, etc.; please describe):			
Request Involves:					

**BHD Property** 

**Parks Property** 

## The Basics



By achieving racial equity, Milwaukee is the healthiest County in Wisconsin



Mission

We enhance quality of life through great public service

Values

Inclusion

Influence

Integrity

Seek diverse perspectives

Use your power for good

Do the right thing

## Strategic Focus Areas

# 1. Create Intentional Inclusion

1A: Reflect the full diversity of the County at every level of County government

1B: Create and nurture an inclusive culture across the County government

1C: Increase the number of County contracts awarded to minority and women-owned businesses

## 2. Bridge the Gap

2A: Determine what, where and how we deliver services based on the resolution of health disparities

2B: Break down silos across County government to maximize access to and quality of services offered

2C: Apply a racial equity lens to all decisions

## 3. Invest in Equity

3A: Invest "upstream" to address root causes of health disparities

3B: Enhance the County's fiscal health and sustainability

3C: Dismantle barriers to diverse and inclusive communities





## COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

CFPSC Project Tracking #:			
TYPE OF REQUEST (Refer to paragra	aph 4.3 of the CFPSC charter for more de	tails)	
1. Asset Management	2. Move Management	3. Facility Improvements	
4. New Footprint	5. Contractural Obligations	6. Centralized Facilities Management Process Improvement	
CFPSC Review Comments:			
		FOR EASEMENTS ONLY Reviewed & Recommended for Approval:	
		DAS — FM, AE&ES (Legal Description)	
		Director, DAS	
		Corporation Counsel	
		Note: 1. Easements affecting lands zoned "Parks" require County Board approval. 2. Forward a copy of the recorded easement to AE&ES.	
	ng Committee reviewed this proposal on ty Facilities Planning Steering Committee	. As evidenced by the approval of	

#### Licensee Site ID: 784439 Licensee Site Name: McCarthy Park

#### Amendment I

Lessor's managing agent with respect to the Agreement is SBA Site Management, LLC ("SBAM"), a Florida limited liability company, having an address at 900 South Highway Drive, Suite 201, Fenton, Missouri 63026.

Lessee and Lessor desire to amend the Agreement for the purpose of extending the term of the Agreement and for other purposes as may be set forth in this Amendment.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor agree as follows:

- 1. <u>Capitalized Terms</u>. Capitalized terms used in this Amendment will have the meanings set forth in the Agreement unless otherwise indicated.
- 2. <u>Term.</u> Notwithstanding anything to the contrary in the Agreement, upon the expiration of the term of the Agreement on August 15, 2026, the Agreement shall automatically renew for one (1) additional term of five (5) years expiring on August 15, 2031 (the "Renewal Term"), subject to Lessor's continued rights to the Premises pursuant to the underlying agreement between Lessor and the Premises' owner. Such Renewal Term shall be in accordance with and subject to the terms and conditions set forth in the Agreement.

Provided that (i) Lessee is not in default hereunder, (ii) this Agreement has not been terminated, (iii) Lessor has renewed any underlying site agreement with Premises' Owner for a sufficient period of time and (iv) Lessee has not notified Lessor at least one hundred twenty (120) days prior to the expiration of the then current term of its desire not to renew the term, this Agreement shall automatically renew under the same terms and conditions for four (4) additional five (5) year terms subject to the increase in rent as provided herein. For the sake of clarity, upon full execution of this Amendment, the Agreement will not expire on August 15, 2026, and the Term that began upon commencement of the Agreement on August 16, 2001 will continue for a total of nine (9) Renewal Terms of five (5) years each, expiring on August 15, 2051. The phrase "Renewal Term" in this Amendment will have the same meaning as the phase "Renewal Term" in the Agreement.

- Escalations. Notwithstanding anything to the contrary in the Agreement, Paragraph VII of the Agreement is hereby amended to include the following:
  - d) Commencing on August 16, 2026, and every August 16 thereafter, the rent shall increase by four percent (4%) over the preceding year's rental fee.
- 4. <u>Notices.</u> Notwithstanding anything to the contrary in the Agreement, from and after the Effective Date of this Amendment, Lessor's address is hereby amended and SBAM's address is hereby added to the Notices section of the Agreement:

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If to Lessor:

Milwaukee County 633 W. Wisconsin Avenue

Site ID: WI32566-M-01 Site Name: McCarty Park - Milwaukee County

Licensee Site ID: 784439 Licensee Site Name: McCarthy Park

Suite 903

Milwaukee, Wisconsin 53203

Attn: Economic Development Division

If to SBA:

SBA Site Management, LLC 900 South Highway Drive

Suite 201

Fenton, Missouri 63026 Attn: Site Administration

Email: tenantnotice@sbasite.com

with a copy to: SBA Site Management, LLC

101 Interchange Plaza Suite 103

Cranbury, New Jersey 08512

Attn: Legal

- Counterparts. This Amendment I may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
- Confirmation. Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect without modification or amendment. This Amendment will form a part of the Agreement for all purposes and the Agreement and this Amendment will hereafter be read together. In case of any inconsistencies between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment will control.

[The next page is the signature page to this Amendment]

Licensee Site ID: 784439 Licensee Site Name: McCarthy Park

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

### MILWAUKEE COUNTY

By:

Name: Celia Benton

Title: **Economic Development Director** 

Date:

UNITED STATES CELLULAR OPERATING **COMPANY LLC** 

By:

Name: Austin Summerfad
Title: VP
Date: 4/16/15

[Signature page to this Amendment]

Site ID: WI32566-M-01 Site Name: McCarty Park – Milwaukee County

Licensee Site ID: 784439 Licensee Site Name: McCarthy Park

Approved with regards to County Ordinance Chapter 42:						
By: Office of Economic Inclu	_ Date: usion					
Reviewed by:	ewed by:		Approved for execution:			
By: Risk Management	_ Date:	By:Corporation Counsel	Date:			
Approved:		Approved:				
By: Comptroller	_ Date:	By:County Executive	Date:			
Approved as compliant ur	nder sec. 59.42(2)(b)5, Stats.:					
By: Corporation Counsel	_ Date:					