



## COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

*Please complete a form for each new proposal review request.*

**Work Proposal Name:**

LOI-Lower Level Office Space Lease at 210 W Capitol Drive

**Date of Request:**

8/30/22

**Requesting Department:**

DAS-Economic Development

**Department Contact Name:**

Emily Herrick

**High Org:**

**Low Org:**

**Approval Signature of Department Head:**

*Calli Berg*

### DESCRIPTION

**Please provide a detailed description of the request:**

Seeking approval for the negotiated letter of intent for potential terms of a lease at 210 W Capitol Drive in the Lower Level Office Space for a term of 5 years.

**How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?**

This letter of intent will allow Milwaukee County to enter into a potential lease to occupy 8,029 usable square feet at Outreach Community Health Centers, Inc., a Wisconsin non-stock corporation.

**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

This potential lease will provide for more economic predictability, which can make other funding available for other projects and capital needs that can focus on racial equity.

**Desired Timeline:**

**Begin Date:**

**End Date:**

**Duration:** 5 year term with 3 options to extend for 5 years

**Anticipated Funding Source** (check all that apply and include amount allocated under each category):

**Operating Budget:**

**Capital Budget:**

**Other** (i.e. grants, donations, etc.; please describe):

**Request Involves:**

**Parks Property**

**BHD Property**

# The Basics



## Vision

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

## Mission

We enhance quality of life through great  
public service

## Values

Inclusion

Seek diverse  
perspectives

Influence

Use your power for  
good

Integrity

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 ACTION FOR CFPSC USE ONLY

CFPSC Project Tracking #:

**TYPE OF REQUEST** (Refer to paragraph 4.3 of the CFPSC charter for more details)

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> 1. Asset Management | <input type="checkbox"/> 2. Move Management         | <input type="checkbox"/> 3. Facility Improvements                                 |
| <input type="checkbox"/> 4. New Footprint    | <input type="checkbox"/> 5. Contractual Obligations | <input type="checkbox"/> 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.

### CFPSC RECOMMENDATION

The County Facilities Planning Steering Committee reviewed this proposal on . As evidenced by the authorized signature below, the County Facilities Planning Steering Committee approval of this proposal.

Chair or Vice-Chair:

Date:

*County Facilities Planning Steering Committee*

September 2, 2022

Dr. Angela Sanders  
Interim Chief Executive Officer  
Outreach Community Health Centers  
210 West Capitol Drive  
Milwaukee, WI 53212

Re: **Term Sheet**  
**Proposal for Lower-Level office space lease at 210 West Capitol Drive**

Dear Dr. Sanders:

The following summarizes potential terms between Landlord and Tenant with respect to the proposed lease of the above-referenced Premises. This serves as a Letter of Intent for said Premises

**Premises:** Approximately 8,029 usable square feet in the location(s) shown on the floor plan attached as Exhibit A. The shared vestibule, TLT rooms and JC area is a total of 888 GSF

**Name of Landlord:** Outreach Community Health Centers, Inc., a Wisconsin non-stock corporation

**Address of Landlord:** 210 West Capitol Drive

**Name of Tenant:** Milwaukee County ("MC")

**Address of Tenant:** 633 W. Wisconsin Avenue, Suite 903  
Milwaukee, WI 53203

**Initial Lease Term:** Five (5) years term upon completion of space.

**Extension Options:** Three (3) options to extend for a period of five (5) years each, **exercisable by tenant**

**Rent Commencement**  
**Date:** Open

**Annual Fixed**  
**Rent:** Each year's rent to be paid in equal monthly installments of \$11,537.40 with 3% increases annually. Annual Fixed Rent is calculated at a rate of \$16.34 for the Premises and \$8.17 for the vestibule, TLT rooms and JC area.

Year 1	\$11,537.40/month
Year 2	\$11,883.52/month
Year 3	\$12,240.03/month
Year 4	\$12,607.23/month
Year 5	\$12,985.45/month

**Extension Options Rent:** Three (3) options to extend for a period of five (5) years each. Option rent will increase 3% annually.

**Funding:** The continued obligation of Tenant under this Lease is subject to approval of Tenant's budget by the Milwaukee County Mental Health Board and the payment of Rent hereunder is subject to the availability of funds that may lawfully be used for such payment. In the event such funding is not made available, the Tenant may upon not less than One Hundred Twenty (120) days' notice provide for termination of this Lease; in which case this Lease shall terminate as of the 120th day following notice.

**Entitlements:** Landlord shall coordinate with Tenant to obtain from the appropriate governmental authorities all land use approvals and other approvals which are necessary for the improvements to the Premises for Tenant to occupy the space for Tenant's intended use.

**Landlord's Work:** None.

**Tenant's Work:** Tenant shall have the right to construct in the Premises and those commons areas exclusively serving the Premises, at Tenant's sole cost and expense, and any improvements Tenant may be required to build out the Premises for its intended purpose, subject to Landlord's reasonable discretion and prior written consent. Tenant shall authorize all work in Premises. The parties agree that Landlord shall contract for (with a contractor of Landlord's choosing) and manage the construction related to Tenant's space. Tenant shall reimburse Landlord the full cost of tenant improvements, including the project costs. Total tenant architectural fees and all Test Fit Plans shall not exceed \$99,000. Total tenant improvement costs will be pre-approved and/or negotiated as needed. Method of payment to be described in a subsequent agreement and/or lease. Rent Commencement shall not be conditioned upon completion of Tenant's Work.

**Data & Telecom:** Tenant will provide, maintain and repair its own data cabling and telecommunication services to be brought into the Premises in locations approved in writing by Landlord.

**ADA Compliance:** Landlord shall be responsible for ensuring that all City, State and Federal site ADA requirements are met and are in compliance in order for Tenant to open and operate.

**Contingency:** Subject to approval of the Milwaukee County Mental Health Board.

**Personal Property Taxes:** To the extent required by law, Tenant will timely pay when due all personal property taxes, whether assessed against Landlord or Tenant, on Tenant's furniture, equipment and other items of personal property of Tenant and located in or about the Premises.

**Services:** Landlord shall be responsible for the operation, maintenance and repair of the Premises, including providing security, utilities, vertical transportation, medical waste and sharps disposal, and access to the lab and pharmacy. Tenant shall pay a flat rate to Landlord as part of Fixed Rent for Services. Tenant's cost of security shall be paid by Tenant as follows: 60% of Landlord's actual contract amount paid monthly by Tenant to Landlord, simultaneous with the payment of monthly Rent.

**Utilities:** Tenant shall pay for utilities associated with its Premises unless they cannot be separately metered. In that event, Tenant will pay its proportionate share as further described in the lease.

**Insurance:** Tenant is a municipal body corporate that self-funds for general liability under Wis. Stat. §§ 893.80 and 895.46(1), and automobile liability under § 345.05. Tenant is also permissibly self-insured under Wis. Stat. § 102.28(2)(b) for Workers' Compensation. The protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Retentions and other costs of risk, including our contractual obligations, are financed under appropriation and fund accounting principles applicable to government operations. Notwithstanding, Tenant shall be responsible for maintaining its own insurance upon its personal property, inventory, equipment, improvements, and trade fixtures in an amount to be determined by Tenant. Landlord shall not be required or obligated to maintain any insurance against loss to Tenant's personal property by fire, theft, vandalism or other casualty.

The Landlord agrees to carry, at Landlord's sole expense, a policy of Commercial General or Building Owner Liability Coverage, in which the limits of liability shall not be less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. Tenant shall be named as an Additional Insured on the General Liability policy as respects the services provided in Lease. Landlord shall furnish evidence of insurance coverage via a certificate of insurance to Tenant prior to the Commencement Date of this Lease.

**Common Area  
Maintenance:**

Tenant shall pay as additional rent a proportionate share of Landlord's actual costs, to be further detailed in the lease.

**Building Maintenance:**

Landlord shall be responsible for the maintenance of the foundation, roof joists, roof decking, roof membrane, HVAC, vertical

transportation, exterior (including façade and windows) and all structural components of the Premises.

**Alterations:**

At its own expense, Tenant may, at any time and from time to time during the Term, make any alterations, changes, additions and improvements to the Premises that Tenant deems necessary or appropriate, subject to Landlord's reasonable discretion and prior written consent.

**Use of Premises:**

Tenant shall have the right to use the premises as a walk-in clinic and any ancillary and customary uses.

**Assignment and Subletting:**

Tenant shall have the right to assign the lease or sublet all or any portion of the premises, subject to Landlord's reasonable discretion and prior written consent.

**Parking:**

Landlord shall provide 15 non-exclusive spaces for Tenant's use.

**Lighting:**

Landlord shall be responsible for ensuring that interior and exterior lighting is adequate to maintain a well-lighted environment.

**Signs:**

Tenant shall not be permitted to install, affix or place signs or other advertising or identifying media upon the exterior of the Premises or the Building or upon the interior of the Building, without obtaining the prior written consent of Landlord in each instance. All signs must comply with all applicable laws, ordinances, and regulations.

**Hazardous Materials:**

Landlord shall, at Landlord's sole cost and expense, provide Tenant with a Phase I Environmental Site Assessment analyzing the existence or likelihood of existence of hazardous materials and compliance by the Premises with all applicable environmental laws. Landlord shall be responsible for the removal and/or remediation of all hazardous materials.

**Non-Disturbance Agreement:**

The Lease and Tenant's occupancy of the Premises shall be contingent on Landlord obtaining a non-disturbance agreement, in a form satisfactory to Tenant, from Landlord mortgage lender. .

**Right of First Offer:**

Before entering into any other agreements, Landlord shall notify Tenant of space availability. Tenant shall have 60 days to notify Landlord in writing of Tenant's interest in locating in a portion or all the available space. Rent and other expenses shall be calculated at the same rate as the Premises. If Tenant does not communicate in writing its intentions within 60 days, the Right of First Refusal shall expire.



**Brokerage:** Landlord will pay all brokerage fees, if any. Tenant has not retained broker services for these negotiations.

**Memorandum of Lease:** Landlord shall record a memorandum of this Lease in the appropriate land records promptly after lease execution. Landlord shall pay all recording fees and transaction taxes imposed in connection with this lease and the memorandum of lease.

**Documentation:** Tenant will prepare the lease documents. The documents will be based on Tenant's standard for documentation and may contain provisions that are not addressed in this letter.

**Confidentiality:** The parties agree to keep the terms and conditions set forth in this letter confidential during negotiations, subject in all cases to the Wisconsin Public Records Law, Wis. Stat. sec. 19.21 et seq.

It is understood and agreed that this letter and our negotiations are not an offer to lease the Premises described above and that neither of us shall have any obligation or liability to the other, it being understood that only a subsequent lease which is executed by Tenant and Landlord shall be legally binding. Please note that the representative of Tenant signing this letter does not have the authority to legally bind Tenant to a lease, and that all leases must be approved by the Milwaukee County Executive. Tenant shall not be bound by any statements made by such representatives at any time, and all expenses incurred by you, whether in reliance on this letter, on statements made by representatives of Tenant or otherwise, are your responsibility unless an executed agreement between Tenant and Landlord provides otherwise.

If the preceding terms and conditions of this proposal are acceptable, please confirm by signing one copy and returning it to my attention. This proposal shall be valid until June 30, 2022.

Very Truly Yours,

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Emily Herrick  
Interim Lease Manager

AGREED AND ACCEPTED:

\_\_\_\_\_ Date: \_\_\_\_\_

Enclosure

cc: Julia Harris-Robinson  
Amy Lorenz  
Peter Nilles

**EXHIBIT A**

**Floor Plan**

(Copy Attached)

**EXHIBIT B**

**Landlord's Work**

**TO BE ATTACHED TO LEASE**