



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?

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

Desired Timeline:

Begin Date:

End Date:

Duration:

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)

☐

1. Asset Management

☐

2. Move Management

☐

3. Facility Improvements

☐

4. New Footprint

☐

5. Contractual 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.

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



T. Michael Parker
Senior Vice President

William H. Bonifas
Executive Vice President

Matthew J. Cariello
Senior Vice President

Kenzie D. Kiefer
Senior Transaction Manager

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Suite 1800
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Matthew.Cariello@cbre.com
Kenzie.Kiefer@cbre.com

October 24, 2024

Landlord Response 11/7/24

Tenant Response 11/26/2024

Landlord Response 12/14/2024

Jenna Maguire
Vice President
Colliers
833 E Michigan St, Suite 500
Milwaukee, WI

RE: Milwaukee County OEM – Request for Proposal – 633 W Wisconsin Ave (“Building”)

To Whom It May Concern,

We have been authorized to exclusively represent *Milwaukee County – OEM* (“Tenant”) for their search in securing a lease extension at 633 W Wisconsin Ave. In an effort to streamline this process, we have kept the following Request for Proposal (“RFP”) short and to the point. of the lease and supporting documents (the “Lease”).

Please submit your response to this RFP by no later than **November 5th, 2024**. Please **respond in redline using only this document** and address the following areas in your Proposal (in the order requested):

Property Identification: 633 W Wisconsin Ave, Milwaukee in the State of Wisconsin (“Real Property”)

Owner/Developer Identification: 633 Holdings LLC, an affiliated entity of J. Jeffers and Co.

Space Requirement/Area: Tenant requires an extension of their approximately 8,123 rentable square feet (“RSF”) of office space (“Premises”) which is currently located on the 7th floor.

Landlord Response: Tenant shall occupy the entire 7th floor, approximately 11,600 RSF.

Tenant Response: Tenant can agree to pay on 10,000 RSF (per email exchange on 11/25/2024 and phone conversation on 11/26/2024).

Lease Commencement

Date: The Lease Commencement Date ("LCD") shall be 8/1/2025. Tenant's current lease expires 7/31/2025.

Rental Rate: The then-current rental rate escalated at the then-current escalation amount as per current Lease schedule (3.00% per annum)

Landlord Response: Rental rate shall be \$18.00/SF Gross, escalating 3% per annum.

Tenant Response: Tenant is fine with this, assuming the RSF of 10,000 RSF as noted above

Term: Tenant has a moving target regarding final construction of a new building being delivered for them (where this operation is moving to), and therefore requests an extension through 7/31/2026 with ability to terminate effective 3/31/2026. In the event Tenant needs additional timing, Tenant requires the ability to extend month-to-month thereafter (which will be properly communicated with Landlord in a timely fashion to ensure Tenant/Landlord alignment). Tenant and Landlord to mutually agree upon a maximum number of month-to-month extensions as it is understood this cannot be an infinite amount. To discuss.

Landlord Response: Acceptable. Tenant shall give ninety (90) days written notice of termination.

Tenant Response: Tenant shall give thirty (30) days written notice of termination.

Termination Right: Landlord has the right to terminate the lease at any time, with ninety (90) days written notice.

Tenant Response: Tenant cannot accept Landlord being able to terminate at any time before 7/31/2026. Critical operation for Tenant and business operations cannot be in flux / not have a location to operate out of. However, if Tenant is in month-to-month after 7/31/2026, Tenant can accept that Landlord can terminate any time thereafter with 60 days notice.

Landlord shall have the right to terminate the lease at any time after 7/31/2026 with sixty (60) days written notice. Tenant acknowledges that Landlord may commence heavy construction of the Real Property starting as early as 1/1/2026, and that heavy construction shall not constitute a default under the Lease. Landlord shall use best efforts to work around Tenant's Premises.

Real Estate Tax & Operating Expenses:

Per current Lease

Brokerage: Landlord agrees that it shall recognize CBRE, Inc. as the procuring cause in this transaction and shall pay CBRE, Inc. a full commission, based upon a separate written agreement between Landlord and CBRE, Inc.

Confidentiality: Landlord agrees to keep all oral and written communications regarding Tenant's prospective interest in the above referenced Building strictly confidential. Landlord shall only contact those individuals necessary to respond to this RFP and shall in no way announce any interest by Tenant to

any other individuals without first obtaining written approval from Tenant and CBRE, Inc.

THIS LETTER/PROPOSAL IS INTENDED SOLELY AS A PRELIMINARY EXPRESSION OF GENERAL INTENTIONS AND IS TO BE USED FOR DISCUSSION PURPOSES ONLY. THE PARTIES INTEND THAT NEITHER SHALL HAVE ANY CONTRACTUAL OBLIGATIONS TO THE OTHER WITH RESPECT TO THE MATTERS REFERRED HEREIN UNLESS AND UNTIL A DEFINITIVE AGREEMENT HAS BEEN FULLY EXECUTED AND DELIVERED BY THE PARTIES. THE PARTIES AGREE THAT THIS LETTER/PROPOSAL IS NOT INTENDED TO CREATE ANY AGREEMENT OR OBLIGATION BY EITHER PARTY TO NEGOTIATE A DEFINITIVE LEASE/PURCHASE AND SALE AGREEMENT AND IMPOSES NO DUTY WHATSOEVER ON EITHER PARTY TO CONTINUE NEGOTIATIONS, INCLUDING WITHOUT LIMITATION ANY OBLIGATION TO NEGOTIATE IN GOOD FAITH OR IN ANY WAY OTHER THAN AT ARM'S LENGTH. PRIOR TO DELIVERY OF A DEFINITIVE EXECUTED AGREEMENT, AND WITHOUT ANY LIABILITY TO THE OTHER PARTY, EITHER PARTY MAY (1) PROPOSE DIFFERENT TERMS FROM THOSE SUMMARIZED HEREIN, (2) ENTER INTO NEGOTIATIONS WITH OTHER PARTIES AND/OR (3) UNILATERALLY TERMINATE ALL NEGOTIATIONS WITH THE OTHER PARTY HERETO.

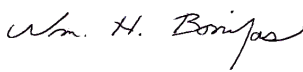
We look forward to working with you in your preparation of business terms in response to the above outline. Please submit your response by the date stated above, as we would evaluate all proposals and reach a decision as quickly as possible.

Should you have any questions regarding this RFP, please do not hesitate to contact us.

Sincerely,



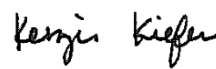
T. Michael Parker
CBRE, Inc.



Bill Bonifas
CBRE, Inc.



Matt Cariello
CBRE, Inc.



Kenzie Kiefer
CBRE, Inc.

SIXTH AMENDMENT TO OFFICE SPACE LEASE

THIS SIXTH AMENDMENT TO OFFICE SPACE LEASE (this "**Amendment**") is executed to be effective as of _____, 2025, by and between 633 Holdings, LLC, a Wisconsin limited liability company ("**Landlord**") and Milwaukee County Office ("**Tenant**").

RECITALS:

A. Tenant and Landlord, as successor in interest to Clark Building Joint Venture, Towne Realty, Inc., entered into that certain Office Space Lease dated October 6, 2014, ("**Original Lease**"), as amended by that certain First Amendment dated January 22, 2015 ("**First Amendment**"), as amended by that certain Second Amendment dated April 25, 2016 ("**Second Amendment**"), as amended by that certain Third Amendment dated July 21, 2016 ("**Third Amendment**"), as amended by that certain Fourth Amendment dated January 24, 2017 ("**Fourth Amendment**"), as amended by that certain Fifth Amendment dated June 1, 2017 ("**Fifth Amendment**"), collectively with the Original Lease, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, the "**Lease**", whereby Tenant is leasing certain property commonly known as 633 West Wisconsin Avenue, Suite 700, Milwaukee, Wisconsin 53203 ("**Premises**").

B. The parties desire to amend the Lease as more particularly set forth herein. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Lease.

AGREEMENTS:

For valuable consideration, whose receipt and sufficiency are acknowledged, the parties agree as follows:

1. **Extension of Term.** Landlord and Tenant acknowledge and agree that the term of the Lease is currently scheduled to expire on July 31, 2025. Notwithstanding anything to the contrary set forth in the Lease, the Term of the Lease is hereby extended for a period of twelve (12) additional months, commencing on August 1, 2025 and terminating on July 31, 2026 ("**Expiration Date**"), subject to the terms and conditions of the Lease, as modified hereby.

2. **Reduction of Square Footage.** Subject to the terms and conditions of this Amendment, effective as of July 31, 2025 (the "**Partial Surrender Date**"), the "Premises" shall no longer include that portion of the Existing Premises commonly known as Suite 900 (10,400 rentable square feet), Suite 1000 (10,800 rentable square feet) and Suite 1100 (10,600 rentable square feet) and Suite 4 (220 rentable square feet of storage space), Suite 13 (226 rentable square feet of storage space) and Suite 15 (328 rentable square feet of storage space) (collectively, the "**Surrendered Space**"), and instead shall include only the remaining 10,000 rentable square feet of the Premises commonly known as Suite 700. Tenant shall surrender to Landlord the Surrendered Space vacant, in condition and repair in accordance with the terms of the Lease. From and after the Partial Surrender Date, the Lease (as it relates only to the Surrendered Space) shall terminate and neither Landlord nor Tenant (nor any subtenants, licensees or assignees of Tenant) shall have any rights, duties or obligations to one another in connection with the Lease (as it relates only to the Surrendered Space) except for those obligations under the Lease to the extent not pertaining to the Surrendered Space, and the following: (a) in the event that Tenant does not vacate the Surrendered Space on or prior to the Partial Surrender Date, the performance by Tenant of its obligations under the Lease (as modified herein) with respect to the Surrendered Space and the payment by Tenant of holdover rent with respect to the Surrendered Space, until such time as Tenant has vacated the entire Surrendered Space (provided, however, the foregoing is in no way intended to provide Tenant with any right to delay its obligation to properly surrender the Surrendered Space on or before the Partial Surrender Date); (b) those

obligations of Tenant under this Amendment; and (c) those obligations of Tenant under the Lease and/or at law which survive the expiration or earlier termination of the Lease (including, without limitation, Tenant's indemnification obligations contained in the Lease, and Tenant's repair and restoration obligations with respect to the Surrendered Space). Additionally, if Tenant does not timely and properly surrender the Surrendered Space to Landlord, then, without limiting Landlord's other rights and remedies, Tenant shall pay holdover rent to Landlord pursuant to the Lease (and all of Tenant's payment obligations shall survive the termination of the Lease). Nothing contained herein shall be deemed Landlord's consent to any holding over by Tenant and, without limiting Landlord's other rights and remedies.

3. **Base Rent.** Commencing August 1, 2025, Base Rent shall be as follows:

	Rate	Annual Base Rent	Monthly Base Rent
August 1, 2025 – July 31, 2026	\$18.00/SF	\$180,000.00	\$15,000.00

4. **Tenant's Option to Terminate.** Provided that the Lease is in full force and effect and Tenant has performed all of its obligations and covenants hereunder and is not in default of the Lease at the time the Termination Notice (hereinafter defined) is given, Tenant shall have the right to terminate the Lease without penalty or cost and on the terms and conditions stated herein (the "**Option to Terminate**") by delivering written notice to Landlord of Tenant's intent to terminate this Lease ("**Termination Notice**") on or before February 28, 2026 ("**Termination Notice Deadline**"). If Termination Notice is timely delivered to Landlord on or prior to the Termination Notice Deadline, this Lease shall terminate effective as of March 31, 2026 (the "**Termination Date**"). Upon a termination of this Lease pursuant to the Option to Terminate, the following shall occur: (a) Tenant shall surrender the Premises to Landlord on the Termination Date in the condition required under this Lease; and (b) the parties shall be released from any further obligations under the Lease; provided, however, that Tenant shall remain liable or responsible for all of its monetary and non-monetary obligations under this Lease through the Termination Date, which shall survive the termination of the Lease.

5. **Month-to-Month After Expiration Date.** No holding over by Tenant shall operate to renew or extend this Lease without written consent of Landlord endorsed hereon, and Tenant further agrees and covenants that upon the expiration of the term herein, it will surrender and deliver up the Premises to Landlord in the same condition it was delivered to Tenant at the beginning of the term, normal wear and tear excepted. Holding over in any event without consent as aforesaid shall be construed to be that of a month-to-month tenant. Base Rent during such period shall be payable at a rate of 103% of the Base Rent payable immediately preceding the Expiration Date. During such month-to-month tenancy, (a) Tenant may terminate this Lease upon thirty (30) days' prior written notice to Landlord, and (b) Landlord may terminate this Lease upon sixty (60) days' prior written notice to Tenant.

6. **Construction Work.** Tenant acknowledges that Landlord may, beginning as early as January 1, 2026, undertake substantial renovation, construction, or improvement activities (collectively, "**Construction Activities**") in or around the Premises, the Building, or the Property. Such Construction Activities may include, but are not limited to, structural repairs, upgrades to building systems, cosmetic improvements, and additions or alterations to common areas. Tenant hereby consents to such Construction Activities and agrees that any noise, dust, vibration, odors, restricted access, or other disturbances resulting from such activities shall not be deemed a default or breach by Landlord, a nuisance or constructive eviction, nor shall they constitute a breach of the covenant of quiet enjoyment or Tenant's right to use and occupy the Premises.

7. **Notices.** Any notices required to be sent to Landlord under the Lease or any other provision under the Lease shall be sent to Landlord at the following address:

Landlord: 633 Holdings, LLC
c/o J. Jeffers & Co., LLC
225 E Michigan Street, Ste 300
Milwaukee, WI 53202

With a copy to: Husch Blackwell LLP
Attn: Rebecca Mitich
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

Colliers
Attn: Alyssa Temple
833 E. Michigan St., Suite 500
Milwaukee, WI 53202

8. **Brokers.** Other than other than CBRE, Inc., serving as Tenant's broker, and Colliers, serving as Landlord's Broker, who will each be compensated pursuant to a separate Agreement, each party represents to the other that it has had no dealings with any real estate broker, agent, or finder in connection with the negotiation of this Amendment, and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Amendment. Each party shall indemnify and hold harmless the other party from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs, and expenses (including attorneys' fees and costs) with respect to any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker, agent, or finder.

9. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State in which the Premises is located.

10. **Authority & Consent.** Each party represents to the other party that this Amendment: (a) resulted from an arm's-length negotiation; (b) has been duly authorized, executed, and delivered by and on behalf of such party; and (c) constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Amendment. In addition, Landlord represents to Tenant that no consent of any third party is required for Landlord to execute this Amendment.

11. **No Construction Against Drafting Party.** Each party acknowledges and agrees that it has had the opportunity to be represented by independent legal counsel in connection with this Amendment. The parties further acknowledge that they have carefully read and fully understand the terms, provisions and legal effect of this Amendment, and they are signing this Amendment of their own free will, after having consulted with independent legal counsel, or having the opportunity to consult with independent legal counsel, with full knowledge of its significance.

12. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. To facilitate execution of this Amendment, the parties may execute and exchange signature pages by facsimile or via electronic mail (*.pdf or similar file types). The parties further agree that counterparts of this Amendment may be signed

electronically via Adobe Sign, DocuSign protocol or other electronic platform. All such signatures may be used in the place of original "wet ink" signatures to this Amendment and shall have the same legal effect as the physical delivery of an original signature.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Executed to be effective as of the date first written above.

LANDLORD:

633 HOLDINGS, LLC

By: _____

Name: Joshua J. Jeffers

Title: _____

TENANT:

MILWAUKEE COUNTY

By: _____

Name: _____

Title: _____

EXHIBIT A

PREMISES

[To Be Attached]