



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?

Desired Timeline:

Anticipated Funding Source *(select all that apply):*

Begin Date:

Requestor's Operating Budget

End Date:

Capital Budget

Duration:

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

Request Involves:

Parks Property

BHD Property



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. Property Management | <input type="checkbox"/> 2. Move Management | <input type="checkbox"/> 3. Property 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 [does not / recommend] approval of this proposal.

Chair or Vice-Chair:

Date:

County Facilities Planning Steering Committee

SECOND ADDENDUM TO AGREEMENT

THIS IS A SECOND ADDENDUM, dated August 11, 2019, to an Agreement between Milwaukee County Department of Administrative Services Facilities Management Division and Interstate Parking Company LLC For the Use of Land Located at 601 West State Street ("Agreement") for the parking lot located between North 6th Street and North James Lovell Street, West State Street and highway on and off ramps in Downtown Milwaukee, WI between Milwaukee County ("County") and Interstate Parking Company LLC ("Lessee"), collectively referred to as the "Parties".

WHEREAS, the above parties had entered into the Agreement for a period of August 9, 2013 through August 8, 2016 which was extended for an additional one (1) year term by mutual agreement of the Parties and further extended from August 11, 2017 through August 10, 2019 by the First Addendum to Agreement (such Agreement, as amended by the First Addendum, collectively referred to herein as the "Agreement"); and

WHEREAS, the Parties desire to extend the Agreement for one (1) additional two (2) year term with such extension set to expire on August 10, 2021 ("Second Extension Term"); and

WHEREAS, during the Additional Extension Term the annual Base Rent as described in Section 202 of the Agreement shall be increased by Seventy-Five Thousand Dollars (\$75,000) in each calendar year of the Second Extension Term; and

WHEREAS, in the initial calendar year of the Additional Extension Term, the Lessee shall invest up to Twenty-Five Thousand Dollars (\$25,000) in lot improvements. Such improvements shall be mutually agreed upon by the Parties, and Lessee's performance of the improvements shall conform to all terms and conditions of the Agreement, including Section 401 of the Agreement; and

WHEREAS, Section 801 of the Agreement provides that the Agreement may be amended only by written consent of the Parties evidencing mutual agreement; NOW THEREFORE

IT IS HEREBY AGREED, between the Parties that Section 201 of the Agreement is amended to include the following:

"In addition to the INITIAL TERM and EXTENSION, the Parties hereby mutually agree to extend the AGREEMENT for one (1) additional two (2) year term with such extension set to expire on August 10, 2019 ("ADDITIONAL EXTENSION TERM") and a second (2nd) additional two (2) year term with such extension set to expire on August 10, 2021 ("SECOND EXTENSION TERM")."

IT IS HEREBY FURTHER AGREED, between the Parties that Section 202 of the Agreement is amended to include the following:

"In addition to the BASE RENT of the INITIAL TERM and EXTENSION and PERCENTAGE RENT, LESSEE shall pay additional annual rent in the

amount of \$100,000 per year during the ADDITIONAL EXTENSION TERM and \$75,000 per year during the SECOND EXTENSION TERM.”

IT IS HEREBY FURTHER AGREED, between the Parties that Section 401 of the Agreement is amended to add the following Section 401(h):

“In the initial calendar year of the ADDITIONAL EXTENSION TERM, LESSEE shall invest up to Twenty-Five Thousand Dollars (\$25,000) in improvements to the PROPERTY to be mutually agreed upon in writing by LESSEE and COUNTY. LESSEE’s performance of all such improvements shall conform to all terms and conditions of the AGREEMENT, including Section 401 of the AGREEMENT.”

IT IS HEREBY FURTHER AGREED, between the Parties that all other terms and conditions of the original Agreement shall remain in effect and shall apply if not in conflict with the terms herein.

Signature page follows

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum to Agreement on the day, month and year first above written.

Interstate Parking Company LLC
By: Towne Parking LLC, Managing Member
By: Towne Realty, Inc., Sole Member

By: _____ Date: _____
Thomas G. Bernacchi, Vice President

Department of Administrative Services
Division of Economic Development

By: _____ Date: _____
Aaron Hertzberg, Director

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

Approved for execution:

By: _____ Date: _____ By: _____ Date: _____
Risk Management Corporation Counsel

Approved:

Approved:

By: _____ Date: _____ By: _____ Date: _____
Comptroller County Executive

Approved as compliant under Wis. Stats. § 59.42(2)(b)5, Stats.

By: _____ Date: _____
Corporation Counsel

**6TH AND STATE PARKING FACILITY
LETTER OF INTENT FOR THE RENEWAL OF LEASE
OF A SURFACE PARKING LOT**

This document will serve as an expression of our intent for renewal of the lease and operation of the 606 W. State Street surface parking lot located in Milwaukee, WI.

PARTIES: Milwaukee County (herein referred to as “Owner”) and Interstate Parking Company LLC (herein referred to as “IPC”).

PROPERTY: 183 (approximate) stall self-park surface parking lot located at 606 W. State Street Milwaukee, WI and herein referred to as “Property”.

PURPOSE: IPC wishes to extend lease from Owner for the above outlined Property for the purpose of operating a commercial pay parking operation.

RENEWAL TERM: The renewal term of the lease agreement shall commence on or about August 10, 2019 or as agreed upon between the Parties. Such agreement shall continue from such commencement date for a period of two (2) years.

BASE RENT: IPC shall increase guaranteed annual base rent by Seventy-Five Thousand and 00/100 Dollars (\$75,000.00). Total base rent would increase from Four Hundred Five Thousand and 00/100 Dollars (\$405,000.00) to Four Hundred Eighty Thousand and 00/100 Dollars (\$480,000.00) per year.

PARKING LOT IMPROVEMENTS: At its own expense, IPC shall invest up to Twenty-Five Thousand (\$25,000.00) in lot improvements in the first year of the Renewal Term.

OTHER BUSINESS TERMS: All other terms of the original agreement would remain the same.