

**CENTRAL COUNT LEASE, 501 W. MICHIGAN STREET
AUGUST PRIMARY AND NOVEMBER 2020 GENERAL ELECTIONS**
(GH 269019, CAO 6-26-2020)

LANDLORD: F Street 501, LLC, a Wisconsin limited liability company (“**Landlord**”).

TENANT: City of Milwaukee (“**City**”).

EFFECTIVE DATE: this is also the date of the Lease, **FRIDAY, JULY 31, 2020**.

PROPERTY: 501 W. Michigan Street, Milwaukee, TIN 361-0814-122 (land and building) and associated parking serving the building (the “**Property**”).

PREMISES; EXISTING FURNITURE: Exclusive use of floors **2** and **4** as well as common areas on floors 2 and 4 at the Property (including offices, conference rooms, elevators, restrooms on floors 2 and 4) as well as the lobby on floor 1 and loading docks and bays (the “**Premises**”); together with right to access those spaces; right to use the restroom and other facilities at the Premises; and the right to park vehicles in the parking lot at and serving the Property. City’s use is 24 hours a day, seven days a week, during the Term.

City may also use existing furniture at the Premises, including desks, chairs, tables.

Landlord shall inform its parking manager of the parking lot, Secure Parking, about City’s rights hereunder, including City’s right to use the parking lot.

1. LANDLORD SOLE OWNER. Landlord is sole owner of the Property and has the right to rent same.

2. LEASE; TWO TERM PERIODS. City leases the Premises from Landlord, subject to the provisions hereof, for the following two distinct term periods:

- **Term 1:** commencing at 5 A.M. on **SATURDAY, AUGUST 8, 2020** through and including 11 P.M. on **FRIDAY, AUGUST 14, 2020** (“**Term 1**”)
- **Term 2:** Commencing at 5 A.M. on **SATURDAY, OCTOBER 31, 2020** through and including 11 P.M. on **FRIDAY, NOVEMBER 6, 2020** (“**Term 2**”).

Term 1 and Term 2 are also individually and collectively herein called “**Term.**”

3. RENT. City shall pay Landlord “**Rent**” equal to the following:

- The following actual utility costs of Landlord for each of the Terms for the Premises (gas, heat, steam, electricity, water) (prorated for the Term period for the respective Terms).
- The actual commercial trash pick-up cost of Landlord for the Premises prorated for the respective Terms.
- The prorated cost of Landlord’s actual casualty and liability insurance cost for the Property for the respective Terms.

- The following amount, \$65 per hour for actual non-overtime hours worked by the building engineer during each of the respective Terms, and \$97.50 per hour for actual overtime hours worked by the building engineer during each of the respective Terms, to be used by Landlord toward Landlord's cost, during each respective Term, for Landlord's building engineer (which person's name is **Jim Balkowski**, phone number is 414-882-3232 and email is jim.balkowski@bevaraserves.com, and who may be called by City to address Property and Premises issues). In the event the City requires the space for hours that constitute overtime hours, and as such, Landlord requires that building engineer to be present at the Property during the overtime hours, the City shall be fully responsible for paying the entire amount of the increased hourly cost for the Landlord's building engineer and shall reimburse Landlord for the full amount of all costs associated with this expense.
- The following amount, \$15 per hour for actual hours worked by Landlord's parking lot attendant/manager, Secure Parking, during each of the respective Terms, to be used by Landlord toward Landlord's cost, during the respective Terms, for the parking lot attendant/manager.

Rent payments are due as follows: within 15 days of Landlord providing City with copies of invoices for the subject utilities, trash pick-up costs, insurance costs, building engineer time, and parking lot attendant/manager time, apportioned for each particular Term and the Premises.

For utilities in City's name, City shall pay those utilities directly (for example, City phone and internet service if those services are obtained by City and billed directly to City).

Tenant shall pay Rent by City check payable to Landlord, which check shall be mailed or hand-delivered, so that it is received on or before the due date, to:

F Street 501, LLC
Attn: Scott Lurie
1134 N. 9th Street, Suite 200
Milwaukee, WI 53233

4. RECORDS.

A. **Open Records.** This Agreement and certain documents relating hereto are, or may be, subject to Wisconsin's Public Records Law (see Wis. Stat. Ch. 19, Subch. II, and, in particular Wis. Stat. 19.36 (3), which includes records produced or collected under this Agreement). Landlord shall, and agrees to cause others under its control, or with whom Landlord contracts concerning this Agreement, to cooperate with the City in the event any of them receive a request under Wisconsin's Public Records Law for this Agreement or for any record relating to, or produced or collected under this Agreement which is subject to the Public Records Law.

Notwithstanding the above, the City and Landlord recognize **(i)** that, per Wis. Stat. 19.35 (1)(a), the exemptions to requirements of a governmental body to meet in open session under 19.85 are indicative of public policy that may be used as grounds for a custodian to deny public access to a record if the record custodian makes demonstration of the need to restrict public access to inspect or copy a record by an open records requester, and **(ii)** that Wis. Stat. 19.85 (1)(e) allows a record custodian to consider competitive reasons.

B. **Inspection by City.** Landlord agrees to allow the City's DCD Commissioner, the City's Comptroller, or their respective designees and agents, at any time during normal business hours, to undertake examination of and photocopy Landlord's records with respect to matters covered by this Lease.

5. UTILITIES; WE ENERGIES.

A. Landlord represents to City that the Premises are served by WE Energies (gas, heat, electric) under Account Nos. 4430-325-852 (electric), 5089-718-646 (gas), and 7090-472-859 (steam) and are separately metered, and that the Premises will be served by those utilities during both of the Terms.

B. Landlord represents that its insurers are James River Insurance, StarStone Speciality Insurance, and Lloyds of London, as shown on the Certificates attached as **EXHIBIT A**, and that **EXHIBIT A** shows the coverages that Landlord maintains on the Property and Premises (and that Landlord will maintain during both of the Terms), and that Landlord's premium for that insurance is \$93,664.84 annually, and that Landlord last paid for the insurance (for all 3 insurers) on 1/17/20 in the amount of \$91,062.75.

C. Water. Landlord represents that the Premises will be served by City water service during both of the Terms per Landlord's City water account.

D. Phone and Internet. City is responsible for engaging in its own phone and internet service at the Premises during the respective Terms if City so desires. City shall not install any wiring to the building for these services without Landlord's prior written approval.

E. Garbage and Trash pick-up service will be provided to the Premises during both of the Terms by Landlord's commercial trash pick-up service.

6. USE; COMPLIANCE WITH LAWS. City may use the Premises for the following City-conducted governmental purpose: office and administrative use associated with election and voting counts (but not as an on-site polling location for voting by the general public).

City agrees to comply with applicable federal, state and local laws and regulations, and governmental orders, permits and licenses, concerning City's occupancy and activities at the Premises.

7. PROPERTY CONDITION; MAINTENANCE; REPAIR. City is responsible for keeping the Premises in a neat, clean condition. Additionally, City is responsible for ensuring that Premises are appropriately cleaned, which shall include, but not be limited to, any special cleanings required by the appropriate governmental authorities with respect to the current COVID-19 virus and/or any hazardous substances used in the Premises by City and/or its affiliates. Landlord is responsible for snow removal, lawn care, elevator functioning, HVAC and plumbing and electrical systems functioning.

8. DAMAGE. City is responsible for damage to the Property or Premises caused by, or attributable to, willful or negligent acts or omissions (i) by City, or (ii) by anyone claiming by, through, or under City.

9. ALTERATIONS. City may not alter the Property or Premises, without Landlord's prior written consent.

10. INSURANCE. Landlord shall maintain in place during both of the Lease Terms insurance in accordance with the coverages in **EXHIBIT A** (Landlord's insurance certificates). *City, a governmental entity, is self-insured.*

11. LANDLORD ACCESS. In addition to Landlord entry rights under Wis. Stat. 704.05 (2) (including to preserve and protect the Property and Premises), Landlord may enter the Property at any time upon 48 hours prior written notice to City. Landlord entry shall be conducted in a manner to respect COVID-19 governmental orders, guidelines and precautions and so as not to unreasonably disrupt or interfere with City's use, occupancy, and/or conduct of election business.

12. INDEMNITY OF LANDLORD. The City shall indemnify and hold the Landlord and Landlord's officers, directors and employees harmless against and from any and all claims, demands, actions, suits, damages, judgments, orders, liabilities or expenses, arising out of or on account of any damages or injuries to any person or persons or to property on or about the Premises resulting from the occupancy of the Premises by City, its employees, agents, invitees or customers (including but not limited to death or personal injury claims pertaining to COVID-19 disease).

13. NO ASSIGNMENT; NO SUBLETTING. City may not convey, transfer, assign or sublet this Lease, any right of City hereunder, or any interest in and to the Premises without Landlord's prior written approval.

14. BREACH; REMEDIES. City is in breach if City fails to perform City's obligations under this Lease as required, or if City commits waste. Landlord is in breach if Landlord fails to perform Landlord's obligations under this Lease as required. Except as otherwise provided herein, Landlord and City have rights and remedies accorded to them under Wis. Stat. Ch. 704.

15. DEPARTURE AT TERMINATION; KEY RETURN; PERSONAL PROPERTY. Upon proper Lease termination or respective Term expiration, City must: vacate the Premises; remove City's personal property; return all keys to Landlord in person or by mail; repair any damage to the Property or Premises attributable to City occupancy, departure or removal; and leave the Premises in broom-clean condition. Notwithstanding the foregoing, during the period from the expiration of Term 1 to the beginning of Term 2, City may, in its discretion, store, on a rent-free basis, and at City's own risk, City's personal property inside the building at the Property so that City does not have to move its personal property out and then back in again at the commencement of Term 2.

Per Wis. Stat. 704.05 (5)(bf), this is notice to City that Landlord does not intend to store personal property left behind by City. Per Wis. Stat. 704.05 (5)(a)1, if City removes from the Premises and leaves personal property, Landlord may presume that City abandoned the personal property

and Landlord may dispose of same in any manner the Landlord, in its sole discretion, determines appropriate – provided, however, that Landlord shall provide City with 3 days prior written email notice prior to Landlord removal or disposal of City personal property and allow City to remove same within 48 hours after Landlord emailing of notice to City.

16. WISCONSIN LAW; 893.80. Wisconsin law applies. City reserves all rights at law and in equity, including, but not limited to, all rights under Wis. Stat. 893.80.

17. SMOKE & CARBON-MONOXIDE DETECTORS; FIRE SUPPRESSION. City agrees that the Premises are not a “residential building”¹ as defined in either Wis. Stat. 101.145 or 101.149. If smoke or carbon-monoxide detectors or fire extinguishers are not present at the Premises, City may install same and remove same upon City surrender of the Premises. Landlord informs City that the building at the Property is served by the following fire suppression system: water sprinkler system and on-site fire extinguishers.

18. LEAD-BASED PAINT RISK. Structures built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust, may pose health hazards if not properly managed. Exposure to lead may be harmful – especially to children and pregnant women.

19. NOTICES. Except as otherwise expressly provided for herein, notices under this Lease shall be in writing and shall be provided to the respective parties by personal delivery, mailing, or email (so long as successfully sent and without generating an inability to send/deliver response) as per the following. The parties may alter below contact information by providing written notice of same to the other per this section.

<u>If to CITY:</u>	<u>If to TENANT:</u>
Dave Misky Department of City Development 809 North Broadway, 2 nd Floor Milwaukee, WI 53202 Telephone: (414) 286-8682 Email: dmisky@milwaukee.gov <u>WITH COPY TO:</u> Neil Albrecht City Election Commission 200 E. Wells St, Room 501 Milwaukee, WI 53202 Telephone: (414) 286-3491 Email: neil.albrecht@milwaukee.gov	Attn: Scott Lurie F Street Development Group 1134 N. 9 th Street, Suite 200 Milwaukee, WI 53233 Telephone: (414) 405-1668 Email: scott@fstreetgroup.com <u>WITH COPY TO:</u> Attn: Josh Lurie F Street Development Group 1134 N. 9 th St., Suite 200 Milwaukee, WI 53233 Telephone: (414) 315-3190 Email: josh@fstreetgroup.com

¹ “Residential building” under 101.145 (1)(a) is “any public building which is used for sleeping or lodging purposes and includes any apartment house, rooming house, hotel, children’s home, community-based residential facility or dormitory but does not include a hospital or nursing home.” Under 101.149 (1)(b) it is “a tourist rooming house, a bed and breakfast establishment, or any public building that is used for sleeping or lodging purposes” but does not include a hospital or nursing home.

20. ENTIRE AGREEMENT; AMENDMENTS. This Lease is the entire agreement between the parties and all oral statements are of no effect. This Lease may only be amended by written document signed by both City and Landlord.

21. KEYS; ACCESS CODES. Landlord shall provide to City keys and/or access codes for all entry locks at the Premises (including parking lot gates and loading dock bays) so City may access the Premises, restrooms and parking.

22. "AS-IS" CONDITION. Tenant shall take the Premises in "As-Is" Condition.

23. SEVERABILITY. Per Wis. Stat. 704.02, the provisions of this Lease are severable such that the invalidity or unenforceability of a provision does not affect other provisions of the Lease that can be given effect.

24. COUNTERPARTS. This document may be signed in counterparts and facsimile and/or PDF or e-mail signatures shall be acceptable as originals.

IN WITNESS WHEREOF, City and Landlord enter this Lease as of the Effective Date specified above.

CITY: CITY OF MILWAUKEE By: _____ Mayor Tom Barrett CITY CLERK _____ James R. Owczarski, City Clerk COUNTERSIGNED _____ Aycha Sawa, City Comptroller CITY ATTORNEY APPROVAL (MCO 304-21) _____ Gregg Hagopian, Asst. City Attorney Common Council Resolution # _____	LANDLORD: F STREET 501, LLC By: _____ Scott J. Lurie, Authorized Signatory
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EXHIBIT A – LANDLORD INSURANCE CERTIFICATE
(City is Self-Insured)