

State of Wisconsin

SENATE CHAIR
Howard Marklein

316 East, State Capitol
P.O. Box 7882
Madison, WI 53707-7882
Phone: (608) 266-0703



ASSEMBLY CHAIR
Mark Born

308 East, State Capitol
P.O. Box 8592
Madison, WI 53708-8953
Phone: (608) 266-2540

Joint Committee on Finance

MEMORANDUM

To: Members
Joint Committee on Finance

From: Senator Howard Marklein
Representative Mark Born

Date: June 29, 2022

Re: 14-Day Passive Review Approval – DOA

Pursuant to s. 16.84(5)(a), Stats., attached is a 14-day passive review request from the Department of Administration, received on June 29, 2022.

Please review the material and notify **Senator Marklein** or **Representative Born** no later than **Tuesday, July 19, 2022**, if you have any concerns about the request or if you would like the Committee to meet formally to consider it.

Also, please contact us if you need further information.

Attachments

HM:MB:jm



**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION**

Tony Evers, Governor
Kathy Blumenfeld, Secretary-designee
Paula Veltum, Division Administrator

By E-Mail

June 28, 2022

JUN 29 2022
St. Finance

Wisconsin State Legislature
Joint Committee on Finance
State Capitol Building, Office 305E
2 East Main Street
Madison, Wisconsin 53703

Attn: Joe Malkasian (joe.malkasian@legis.wisconsin.gov), Committee Clerk

RE: Notification under Wis. Stat. Section 16.84(5)(a) of Intent to Enter into a 5-Year Lease (#410-300) with an annual rent in excess of \$500,000 for use by the Department of Corrections in Milwaukee

Dear Clerk Malkasian:

This letter, together with the accompanying copy of the above captioned lease (the "Proposed Lease") and a copy of the Department of Administration's (DOA) Real Estate Property Analysis, serves as the official submission by the DOA of the Proposed Lease to the Wisconsin State Legislature Joint Committee on Finance (JCF), as required by the above captioned statute.

Please note that, pursuant to the provisions of Wis. Stat. Section 16.84(5)(a), the JCF has a period of 14 working days from the date this notice is received to notify the Secretary of the DOA that the JCF has scheduled a meeting to review the Proposed Lease. If JCF does not so notify the Secretary within such 14-day period, the DOA may enter into the Proposed Lease.

The State Building Commission (SBC) approved this lease on June 22, 2022. The DOA Secretary's Office has approved the required submittal to the JCF.

SUMMARY OF LEASE PROVISIONS

Tenant	Department of Corrections (DOC) Division of Community Corrections (DDC)
Location	4041 North Richards Street, Milwaukee, Wisconsin.
Term	<u>Initial Term:</u> Five (5) years <u>Renewal Terms:</u> Two 5-year Renewal Options
Rental Rate	\$10.00/sq. ft. (additionally, Operating Expenses separately at \$3.40/sq. ft); does <u>not</u> include Amortization
Buildout Amortization	\$14.42/sq. ft during initial term
Rentable Square Feet	22,380 rentable sq. ft.

Annual Rent \$622,585.32 (including Buildout Amortization)

Annual Rent Escalator 3.00 percent (3%) over initial and renewal terms


Funding GPR

Negotiated By Bruce Felland, 608-261-7420

Building Commission The SBC approved this lease on June 22, 2022

Please direct any questions in connection with the Proposed Lease to Paula Veltum, Division Administrator, Department of Administration, Division of Facilities & Transportation Services at paula.veltum@wisconsin.gov or 608-266-3086.

Sincerely,

DocuSigned by:

9F6BD1E2129B478...

Paula Veltum
Division Administrator
Department of Administration
Division of Facilities & Transportation Services

cc: DOA Secretary's Office

GROSS LEASE

THIS LEASE, made and entered into on _____, by and between, Phoenix Richards, LLC (the "Lessor"), whose address is 401 East Kilbourn Avenue, Suite 201, Milwaukee WI 53202 and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessee");

WITNESSETH, the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following (the "Premises"):

Approximately 22,380 square feet of office space in Lessor's building, together with all appurtenances and access to common areas, located at 4041 N. Richards, Street in the City of Milwaukee, Wisconsin (the "Building"), which Premises are further described in Exhibit A(aerial photo) and B (floor plan) attached.

2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as space for the Department of Corrections or such other agency that may be designated by Lessee (collectively, the "Tenant").

3. **TERM.** The lease term hereunder shall begin on October 1, 2022 and end on September 30, 2027 (5- years). In addition, the Lease includes two 5-year renewal options.

- a) If the actual Commencement Date differs from the stated lease term beginning date, the Lessor and Lessee shall execute a 'letter of addendum' which shall designate the exact Rent Commencement Date/Lease Term Begin Date and the Termination Date of this Lease, such that it shall be a full 5-year term.
- b) Tenant or Tenant's vendors shall have access to Premises prior to rent commencement at no charge in order to:
 - i. Install cabling for data and phone lines if needed during Lessor's construction period. Exact timing to be determined by Lessor and Tenant, once Lessor's construction schedule is finalized. Tenant and/or

Tenant's vendors shall not interfere with Lessor's contractor or cause an unreasonable delay to the Lessor's construction schedule; and

- ii. Set up the work space in the Premises so Tenant's operations can begin on the Commencement Date/Lease Term Begin Date. Tenant shall have access at least two weeks prior to the beginning of the Rent Commencement Date/Lease Term Begin Date for this Lease.

4. **INITIAL TERM RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the first year of the initial 5-year Lease term at the following rate: The sum of Six Hundred Twenty-Two Thousand Five Hundred Eighty-Five And 32/100 Dollars (\$622,585.32) per annum, in equal monthly installments of Fifty-One Thousand Eight Hundred Eighty-Two And 36/100 Dollars (\$51,882.11) The annual rental rate for the first and each subsequent year of the initial term shall be in accordance with the following schedule. Annual increases of 3.0% shall apply to each subsequent year of the initial term.

Initial Lease Term Rental Rate Schedule

Begin Date	End Date	Base Rent	Operating Expenses	Amortization	Annual Rent	Monthly Rent
October 1, 2022	September 30, 2023	\$223,800.00	\$76,092.00	\$322,693.32	\$622,585.32	\$51,882.11
October 1, 2023	September 30, 2024	\$230,514.00	\$78,374.76	\$322,693.32	\$631,582.08	\$52,631.84
October 1, 2024	September 30, 2025	\$237,429.42	\$80,726.00	\$322,693.32	\$640,848.74	\$53,404.06
October 1, 2025	September 30, 2026	\$244,552.30	\$83,147.78	\$322,693.32	\$650,393.41	\$54,199.45
October 1, 2026	September 30, 2027	\$251,888.87	\$85,642.22	\$322,693.32	\$660,224.41	\$55,018.70

The annual rent throughout the entire lease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth.

5. **RENEWAL RENTALS.** Provided that the Lessee is not then in default, this Lease may, at the option of the Lessee, be renewed for two successive 5-year periods from and after October 1, 2027 subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided written notice be given to Lessor at least 90 days before the Lease would otherwise expire. The annual rental rate for the first and then each subsequent year of the renewal terms, if exercised, shall be in accordance with the following schedule. Annual increases of 3.0% shall apply to each year of the renewal term if exercised.

If Exercised, First Renewal Term Rental Rate Schedule

Begin Date	End Date	Base Rent	Operating Expenses	Annual Rent	Monthly Rent
October 1, 2027	September 30, 2028	\$259,445.54	\$88,211.48	\$347,657.02	\$28,971.42
October 1, 2028	September 30, 2029	\$267,228.90	\$90,857.83	\$358,086.73	\$29,840.56
October 1, 2029	September 30, 2030	\$275,245.77	\$93,583.56	\$368,829.33	\$30,735.78
October 1, 2030	September 30, 2031	\$283,503.14	\$96,391.07	\$379,894.21	\$31,657.85
October 1, 2031	September 30, 2032	\$292,008.24	\$99,282.80	\$391,291.04	\$32,607.59

If Exercised, Second Renewal Term Rental Rate Schedule

Begin Date	End Date	Base Rent	Operating Expenses	Annual Rent	Monthly Rent
October 1, 2032	September 30, 2033	\$300,768.49	\$102,261.29	\$403,029.77	\$33,585.81
October 1, 2033	September 30, 2034	\$309,791.54	\$105,329.12	\$415,120.66	\$34,593.39
October 1, 2034	September 30, 2035	\$319,085.29	\$108,489.00	\$427,574.28	\$35,631.19
October 1, 2035	September 30, 2036	\$328,657.85	\$111,743.67	\$440,401.51	\$36,700.13
October 1, 2036	September 30, 2037	\$338,517.58	\$115,095.98	\$453,613.56	\$37,801.13

6. **ASSIGNMENTS, SUBLETTING.** Lessee shall not assign this Lease in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor, which shall not be unreasonably withheld.

7. **COVENANTS OF LESSOR.** Lessor hereby covenants and agrees with Lessee as follows:

- a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy or any other authorizations required by local ordinance to regulations prior to Lessee's occupancy.
- b) The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- c) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- d) Lessor shall be responsible for the costs of all improvements necessary to meet and maintain the standards and specifications set forth in Schedule I. Lessor shall maintain, at Lessor's expense, the Premises so as, to comply with all federal, state and local codes applicable to the Premises. Lessor agrees to complete, at Lessee's sole cost and expense, any reasonable improvements to the Premises which the Lessee requests to improve the health, safety and security of the Premises, which are in excess, of code requirements and not required by Schedule I.
- e) In connection, with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following; employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.
- f) Pursuant to 2019 Wisconsin Executive Order 1, Lessor agrees it will hire only on the basis of merit and will not discriminate against any persons performing under a contract, subcontract or grant because of

military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

- g) Lessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the rent is fifty thousand dollars (\$50,000) or more per year and the Lessor employs fifty (50) or more employees. The Lessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the Department of Administration, Division of Enterprise Operations, whose address and phone number are listed at the bottom of the enclosed Form DOA-3269. Instructions and technical assistance in preparing the plan are available from the Department of Administration, Division of Enterprise Operations and will be forwarded to the Lessor upon presentation of State of Wisconsin Form DOA-3269 attached hereto. Failure to comply with the conditions of this Item may result in the Lease being declared "Null and Void," the Lessor being declared "ineligible," or the withholding of rental payment until such time, as the above cited plan is accepted.
- h) The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or un-encapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the encapsulation or removal process, the Lessor shall reimburse the Lessee for all move related costs. No rent shall accrue to the Lessor during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account, of the cancellation of this lease.
- i) The Lessor attests that space covered by this Lease is not owned by a state public official or state employee as defined in section 19.45, Wisconsin Statutes and Chapter ER-MRS 24 of the Wisconsin

Administration Code, nor is the Lessor a business in which a state public official or state employee has any ownership, monetary or fiduciary interest.

- j) For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any, and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Lessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Lessor will now and forever after the termination of this Lease, hold Lessee harmless and indemnify the Lessee from and against any, and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from Lessee's use and occupancy of the Premises.

If during the Lessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, the Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe.

Upon determination by the Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Lessee's quiet enjoyment of the Premises exists, the Lessee may vacate the Premises until such time, as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Lessee. If the Lessee vacates the Premises during the repair or remediation process, the Lessor shall reimburse the Lessee for all related or relocation costs and rent shall abate during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to repair or remediate the hazardous materials, substances, or air pollutants as soon as practicable as determined by the Lessee, the Lease may by written notice to the Lessor be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will immediately advise Lessee in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of

the Lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

- k) In the event of any water damage to the Premises and/or common areas, Lessor agrees to begin the process of addressing the damage within twelve (12) hours of discovery or notification, and shall cause any water damaged (saturated, water spotted and/or dirty) materials to be dry within forty-eight (48) hours of the time of discovery of such damage. If such materials are not completely dry by the end of the 48-hour period, the Lessee may require that the saturated materials (i.e. carpet, drywall, ceiling tiles, etc.) shall be removed from the premises and immediately replaced with new materials of identical quality or better quality.
- l) Lessor agrees to provide prior notification and provision of Safety Data Sheets (SDS) if applicable to the Tenant on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within the building of which the Premises are a part of by the Lessor, contractors or other representative of the Lessor. The project notification and SDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.
- m) The default by Lessor of any covenant or agreement contained in any paragraph or provision of this Lease, shall constitute a material default of the Lease, and shall entitle the Lessee to terminate this lease, PROVIDED, that prior to such termination, the Lessee shall notify the Lessor in writing of the nature of the default and shall grant the Lessor a period of thirty (30) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the Lessor within said thirty (30) days, the Lessee shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said thirty (30) day period, the Lessee shall waive the right to terminate for such default if corrective actions are commenced within such period and diligently pursued to completion by the Lessor.
- n) Lessor shall be responsible for paying to taxing authority the real estate taxes and any assessments on the Premises.

8. **COVENANTS OF LESSEE.** Lessee hereby covenants and agrees with Lessor as follows:

- a) Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
 - b) At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the rent to be paid and other conditions of this Lease, that the Lessee shall not be responsible for damage to the Premises by fire.
 - c) The Lessee's Tenant will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of the Department of Administration, as Lessee, and the Lessor.
 - d) The default by Lessee: (a) If Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b) if Lessee shall be late in the performance or observance of any other agreement or condition in the Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Lessee hereby waiving all rights of redemption.
 - e) Lessee agrees that any Improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's system furniture, conventional furniture and all other Lessee personal property.
9. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, property and casualty insurance for the building containing the Premises. Lessor also agrees to procure and maintain, during the term of this lease, commercial general liability insurance in the amount of not less than **\$1.0 million each occurrence and \$2.0 million general aggregate**. Under all conditions noted above, general aggregate limits

are to apply on a per location basis. In addition, Lessor shall provide upon signing of the lease and thereafter annually, a Certificate of Insurance to Lessee evidencing such coverage by date of occupancy. When coverage requirements are \$2.0 million or greater, Lessee shall also be named as additional insured. The State of Wisconsin Self-Funded Liability and Property Programs protect the Lessee. Wisconsin Statutes provide funds to pay property and liability claims.

10. **HOLD HARMLESS.** Lessor agrees to protect, indemnify and save the State of Wisconsin harmless from and against any, and all claims, and against any and all loss, cost, damage or expense, including without limitation reasonable attorneys' fees, arising out of any negligent acts of Lessor its invitees or agents, or any failure of Lessor in any respect to comply with and perform all the requirements and provisions of this Lease.

The Lessee shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Lessee further agrees to indemnify and hold harmless the Lessor for any, and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or connection with the Lease, where such liability is founded upon or grows out of acts or omissions of any of the Lessee's officers, employees or agents while acting within the scope of their employment, where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

11. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition, and as required by s. 704.07, Wis. Stats., throughout the term of the Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents or employees. For the purpose, of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.

12. **DAMAGE OR DESTRUCTION.** In the event the Premises are partially damaged or destroyed by fire or other casualty or happening such that Lessee may continue to use a part of the Premises, Lessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction. In such event, the rental and any other obligations of Lessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the Premises. Should Lessor fail to complete said restoration within 60 days of the partial damage or destruction, Lessee may terminate this Lease.

In the event the Premises are damaged or destroyed such that Lessee is unable to occupy the Premises (untenantable) without undue hardship and/or disruption of its business, Lessee may elect to terminate this Lease by providing Lessor written notice of such termination within 14 days after such damage or destruction, and, in that event, all rent and other obligations of the Lessee hereunder shall terminate as of the date of such damage or destruction. In the event the Premises are untenable and Lessee does not elect to terminate this Lease, Lessor shall proceed immediately to rebuild and restore the Premises to its condition immediately prior to said damage or destruction. In the case of Lessee's election not to terminate, all rent and other obligations of the Lessee hereunder shall abate from the date of untenability until the date Lessee retakes possession of the Premises. In the event Lessor fails to complete the restoration within 120 days of the untenability, Lessee may terminate this Agreement.

13. **NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a postpaid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessor: Phoenix Richards, LLC
Attn: David M. Marks
401 East Kilbourn Avenue, Suite 201
Milwaukee, WI 53202

With copy to: Phoenix Richards, LLC
Attn: Legal Department
401 East Kilbourn Avenue, Suite 201
Milwaukee, WI 53202
Rent sent to:
Phoenix Richards, LLC
Attn: Accounts Receivable
401 East Kilbourn Avenue, Suite 201
Milwaukee, WI 53202

If to Lessee: State Leasing Officer
Wisconsin Department of Administration
101 E. Wilson Street, 7th Floor
P.O. Box 7866
Madison, WI 53707-7866

14. **FUNDING.** The payment of rents under this Lease is subject to the availability of funds that may lawfully be used for such payment. As a result, the Lease does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution. The continuation of this Lease beyond the limits of the funds already available is contingent upon the future availability of funds to support the payment of rent for the programs housed in the facility covered by this Lease. In the event, such funding is not made available to the program or programs involved, the Lessee may at its option and upon sixty (60) days prior written notice to the Lessor, terminate this Lease. Use beyond the limits of the funds already available is contingent upon the future availability of funds.
15. **RIGHT TO LEASE ADJACENT SPACE.** Lessee may lease any available adjacent space (collectively, "Additional Space") at any time during the term of this Lease or renewal options; however, as of Lessee's exercise of its right to lease as provided herein, (a) Additional Space shall be uncommitted and unoccupied, and (b) Adjacent Space shall have been built out for office use. Improvements for such Additional Space will be of the same nature and quality as that of the space contained herein. Such Additional Space shall be made available under mutually agreeable terms, conditions, and rental rate as mutually agreed upon.
16. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.
17. **HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent, excluding amortization, shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.

18. SUBORDINATION. This Lease shall be subordinate to any and all mortgages hereafter placed against the Premises by Lessor, provided that any such mortgage (or a separate written agreement, in recordable form, from the mortgagee in favor of and delivered to the Lessee) contains provisions to the effect that, so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be made a party defendant, that Lessee's possession of the Premises will not be disturbed and that Lessee's Leasehold estate will not be affected, impaired, or terminated by any such action or proceeding or by any judgement, order, sale or conveyance made or rendered therein or pursuant thereto, so long as (at the time of commencement of such action or foreclosure proceeding or during the pendency thereof) Lessee is not in default under the terms, covenants, and conditions of this Lease beyond any grace period provided in this Lease for curing same.

19. FORCE MAJEURE. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

20. EMINENT DOMAIN. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease.

In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

In the event of the termination of this Lease by reason, of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

21. **CONSTRUCTION OF IMPROVEMENTS.** On or before the Term Begin Date/Rent Commencement Date, unless such date is extended by mutual written consent, Lessor shall complete or cause to be completed certain building improvements, all as more specifically set forth in Exhibit B (floor plan) and Schedule I (scope of work) attached hereto and incorporated by reference. In the event, that this Lessor's work is not completed by the Commencement Date, or an alternate date mutually agreed to by both parties to this Lease, then Lessee may contract directly for this work, and shall with 30-days' notice to the Lessor, deduct the cost of this work from the next, and any subsequent as needed, month's rent payment. Lessee, through its authorized agents only, may, at its option, revise said building improvements prior to commencement of construction and request changes during construction, provided, however, that such changes must first be approved by Lessor. The method and amount of payment by Lessee for any increase or decrease in costs, if applicable, resulting from said changes in construction shall be negotiated between parties and documented in writing at the time of said requested changes.

22. **LESSEE COSTS.** Lessee shall be responsible for the monthly phone and data costs for the Premises.

23. **CAPTIONS.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.

24. **AUTHORIZATION, BINDING EFFECT.** This Lease, together with all amending instructions subsequent thereto (collectively, the "Lease"), is not valid or effective for any purpose until approved by the Governor or his delegate, the Secretary of the Department of Administration, and no work is authorized until the Lease is fully executed.

25. **WAIVER.** The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

26. **CHOICE OF LAW.** This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin.

27. **EXECUTED LEASE.** This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

28. **MISCELLANEOUS PROVISIONS.** Lessee will be responsible for the following operating expenses (collectively, "Operating Expenses"): All utilities; real estate taxes; property and liability insurance; repairs and maintenance; common area costs, including snow removal, lawn care, and lighting; heating and air conditioning; and trash and rubbish removal and recycling. Except as otherwise provided herein; Lessee shall be required for the performance of and contracting for any janitorial services and supplies necessary to promote a building with a high standard of cleanliness, and for any related costs and expenses.

29. **RECONCILIATION OF EXPENSES.** Within ninety (90) days after each Lease year (Adjustment Period) Lessor shall provide Lessee with an itemized statement with supporting documentation showing in reasonable detail the actual reconciled Operating Expenses incurred during the Lease year.

A) The amount paid by Lessee towards the Operating Expenses during the calendar year being reconciled.

B) The amount Lessee owes toward the Operating Expense overage, or the amount Lessor owes as a credit.

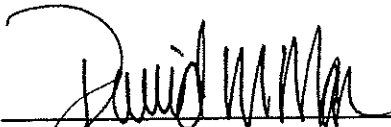
C) Lessee shall have thirty (30) days to review and audit the itemized statement and supporting documents. The overpayment or underpayment shall be paid or credited within sixty (60) days after the statement is delivered to Lessee.

30. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date of the last signature below.

LESSOR:

Phoenix Richards, LLC

By: 
Signature
David Marks, Manager
Print Name and Title
Dated: 4/29/2022

LESSEE:
State of Wisconsin

"The undersigned certifies that this request for Governor's approval meets all applicable state and federal statutes, rules, regulations and guidelines. This certification is based upon a thorough and complete analysis of this request."

By: _____

By: _____

CHRIS PATTON
DEPUTY SECRETARY
DEPARTMENT OF ADMINISTRATION

TONY EVERS
GOVERNOR
STATE OF WISCONSIN

Dated: _____

Dated: _____

File No. 410-300

DOC Schedule I

The Lessor, at Lessor's cost, shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

1. The environmental control system shall maintain a comfortable humidity level and temperatures for an estimated use of 60 hours per week as follows:

Summer	Winter
76 Degrees (+/- 2 ^o)	70 Degrees (+/- 2 ^o)
50% Humidity Level (+/- 10%)	25% Humidity Level (+/- 5%)

The temperature range during unoccupied times (generally 6 p.m. to 6 a.m.) may be varied by up to +/- 10^o of the above temperatures.

2. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.
Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2016, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2016 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2016 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.

Lessor shall meet the following requirements:

- a) All new HVAC units and equipment installed shall be high-efficiency type; gas-fired heating is required in all new construction.
 - b) All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning in order to maintain the humidity and temperatures as listed above.
 - c) Provide a fully ducted supply and plenum return HVAC system with adequate zoning.
 - d) All new exterior walls and ceilings must meet minimum insulation code requirements.
 - e) Provide perimeter heating for exterior walls if required to meet seasonal set-points.
 - f) Provide space heating for airlocks and lobbies, if necessary.
 - g) Change air-handling equipment filters quarterly.
 - h) Provide automatic temperature adjustment capability for unoccupied modes.
 - i) Provide separate venting/fans for restrooms.
 - j) Provide an approved "Test and Balance" report, for newly constructed and/or remodeled space, which is taken and completed after the space is fully occupied and the construction and/or remodeling projects are completed.
 - k) Placement of thermostats throughout the Premises must be coordinated with the installation of furniture to avoid having the thermostats blocked.
 - l) Thermostat locations in all enclosed rooms to be above light switch, unless zoning does not allow.
 - m) The use of non-tenant adjustable thermostats or locking thermostat covers.
3. Install and maintain fire extinguishers according to any governmental building code and Underwriters Laboratories (UL) recommendations.

4. Provide safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
5. All areas to have ambient light level of 50 foot-candles throughout the demised area with 70 foot-candles at desktop. Provide a minimum of 30 foot-candles in corridors. Provide a minimum of 1 foot candle security lighting for on premise parking areas.
6. Provide two master keys for entrance doors.
7. Provide Water and Sewer & Heat and Air conditioning.
8. Provide electricity for lights and other electrical equipment necessary for operation of the Premises.
9. Furnish, install and replace during the term of this Lease and any extension thereof, light bulbs, fluorescent tubes, starters, ballasts or transformers.
10. All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) **must meet all requirements of new construction** for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 361-365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and ANSI A117.1.
11. Furnish building occupancy or use permit(s) if required.
12. Provide walk-off mats at each entrance. Replace as needed when worn.
13. Left blank intentionally.
14. Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Lessee. Proper disposal of materials shall comply with sections 16.15(3) and 287 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclable and non-recyclable waste generated at the leased premises. Lessor and Lessee further agree to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.
15. Lessee shall retain the right to do background checks at any time and reserves the right to approve or disapprove permission to enter the Premises of any vendor, contractor or others.
16. Janitorial Services: Left blank intentionally.

PUBLIC HEALTH EMERGENCY CLEANING

In addition to the forgoing cleaning requirements, in the event that the federal, state, or applicable local government issues an order or declares a public health emergency in the geographic region encompassing the Premises to prevent the spread of a communicable disease, Lessor shall perform any applicable additional cleaning measures recommended by such authority(ies) to prevent the spread of a communicable disease, including, without limitation, changes to the frequency or scope of cleaning and the use of cleaning chemicals meeting particular standards. In addition, Lessor shall, in the event of such an order or declaration of a public health emergency, direct all of its staff and contractors (including, but not limited to, janitorial staff and contractors) to comply with any reasonable precautions recommended by the such authority(ies) in order to prevent the spread of a communicable disease. The foregoing additional cleaning measures and precautions shall be required for the duration of the declared public health emergency or for the period specified in such order, and for such reasonable time thereafter as Lessee may request.

Lessee will reimburse Lessor for the reasonable out-of-pocket cost to Lessor of the additional cleaning above the base cleaning required under this Lease after receipt by Lessee of paid written invoices that detail the additional charges. Such invoices shall be submitted regularly by Lessor, but in no event more frequently than monthly, nor less frequently than every three months.

17. Provide sufficient onsite parking, which is understood by the parties hereto to include eighty (80) 24/7 parking stalls for staff and client owned vehicles.
18. Provide snow and ice control and removal. Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 6:30 AM each working day and 9:00 AM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e. individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

In the event that the Lessor fails to remove the snow and ice from the leased facility in accordance with the terms of the paragraph above, the Lessee may cause the same to be done and deduct the cost of such snow and ice removal from the rent due the Lessor.

Lessee's removal of snow and ice shall not release Lessor of liability or obligation under the provisions of this lease or any law or regulation.

19. Lessor agrees to construct and/or remodel and equip the building in accordance with State and local building codes, in accordance with mutually agreed upon plans attached hereto.
20. Upon Lessee's execution of the second renewal option under paragraph 5 of the Lease, Lessor will at Lessor's cost, repaint and re-carpet the Premises. Lessor shall complete the repainting and re-carpeting by a mutually agreed upon date, but not later than twelve (12) months from the date of Lessee's execution of the second renewal option and shall coordinate the performance of such work with Tenant's local staff. Lessor at Lessor's sole cost is responsible for moving Tenant's furniture and equipment to accommodate the repainting and re-carpeting of the Premises. Carpet and paint color selections must be mutually agreed to by Lessor and Lessee, in writing.

If for any reason the Premises is not re-carpeted and/or repainted as provided herein, the Lessor shall provide the Lessee with a rent credit for these avoided costs. The credit shall be equal to the sum of \$6.50

per square foot for re-carpeting and \$2.00 per square foot for repainting, subject to annual increases of 2.0% beginning with the second year of the initial lease term. In the event, that Lessor partially re-carpets or repaints the Premises, as provided herein, the credit shall be reduced by any actual costs incurred. This credit shall be applied against Lessee's monthly rent beginning in the thirteenth month following Lessee's execution of the renewal option under paragraph 5 of the Lease. Lessor may not choose on its own to not perform the above work in order to avoid Lessor's obligation. The credit calculation above does not limit Lessor's cost of this work.

21. Provide the Premises with a fire alarm and detection system that complies with all State and Local building codes. In the event the Premises are not required to have a fire alarm and detection system by any code, Lessor shall install and maintain a fire detection system consisting of automatic detection (heat and smoke detectors), audio/visual notification devices and pull stations in accordance with the National Fire Protection Association (NFPA) under NFPA 72 and National Electric Code NEC 760. The fire alarm and detection system shall be inspected, maintained and tested in accordance with NFPA 72, by licensed contractors and fully documented. Documentation shall be made available to Lessee, within ten (10) days of Lessee's written request.

22. In the event the Lessor does not furnish the aforementioned services and items in this Schedule or the demised Premises are un-tenantable for any other reason which is not due to the negligence of the Lessee, the Lessee may provide such services and items at its own expense and deduct these expenses from rental payments, provided Lessee notifies Lessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not being furnished.

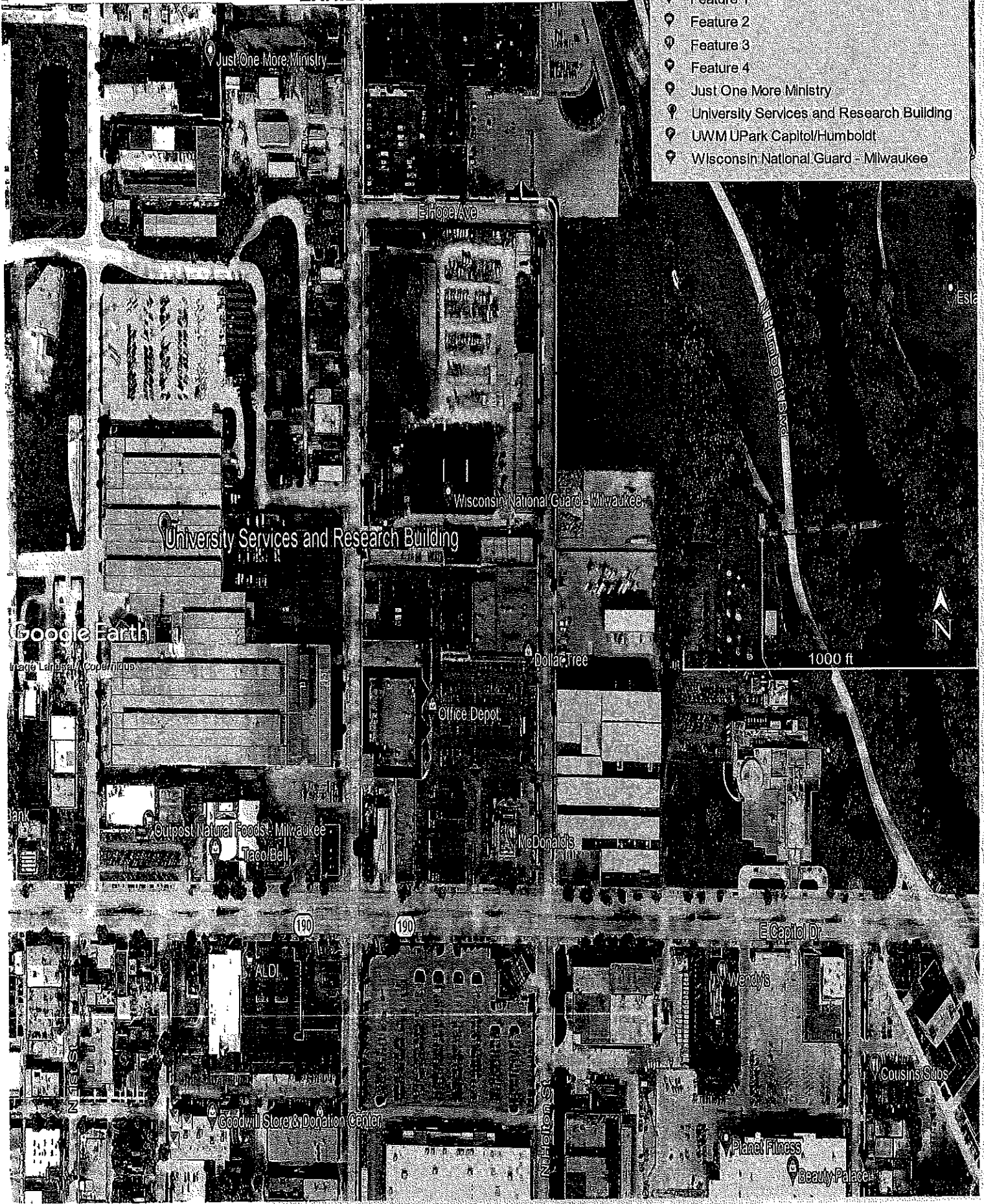
Untitled Map

4041 Richards Street, Milwaukee

EXHIBIT A - AERIAL PHOTO

Legend

- Chase Bank
- Feature 1
- Feature 2
- Feature 3
- Feature 4
- Just One More Ministry
- University Services and Research Building
- UWM UPark Capitol/Humboldt
- Wisconsin National Guard - Milwaukee



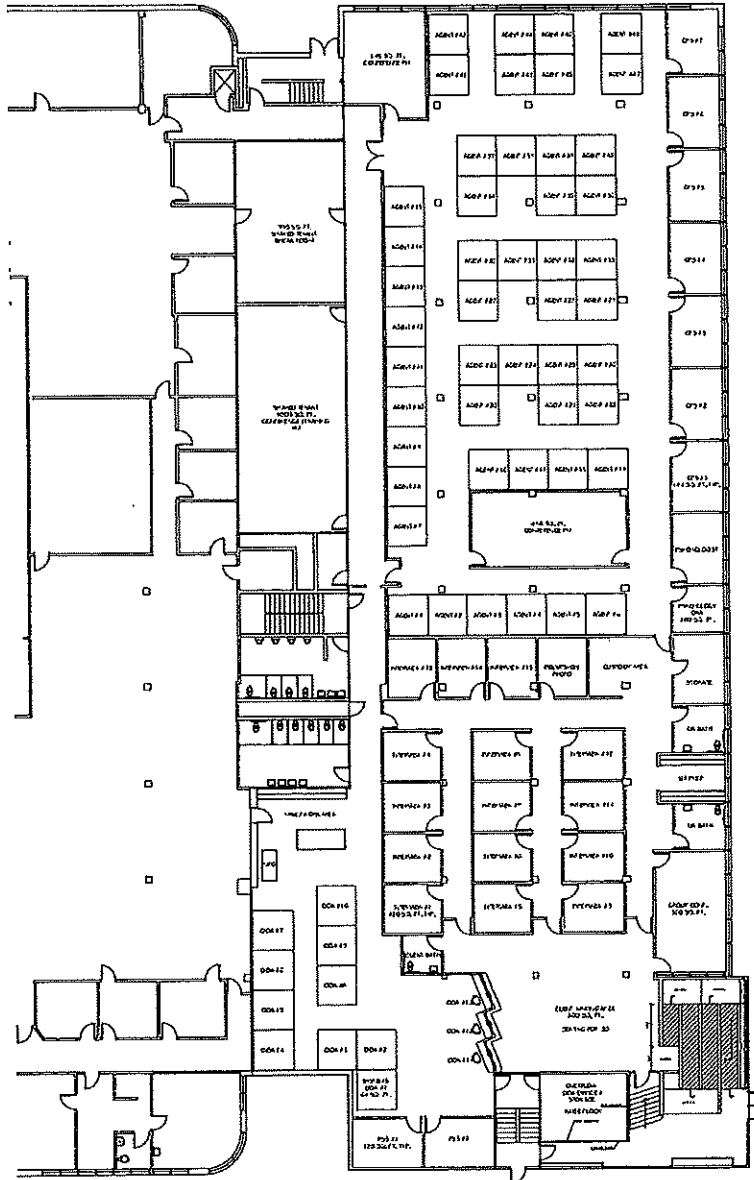


PHOENIX

INVESTORS

Opportunity. Execution. Value Creation.

EXHIBIT B - FLOOR PLAN



📍 401 EAST KILBOURN AVENUE, SUITE 201, MILWAUKEE, WI 53202
 PHOENIX INVESTORS IS A NATIONAL COMMERCIAL REAL ESTATE FIRM BASED IN
 MILWAUKEE, WI SPECIALIZING IN REVITALIZING MANUFACTURING FACILITIES.

🌐 WWW.PHOENIXINVESTORS.COM
 ☎ OFFICE: (414) 283-2600
 📠 FAX: (414) 283-2600
 🏢 PHOENIXINVESTORSLLC

EXHIBIT C – SCOPE OF WORK

General Contractor Budgeting Form - Summary

Project Name: Department of Corrections
 Owner: Phoenix Investors
 Project Mgr: Alex Schwab
 Location: 4041 N Richards Street, Milwaukee
 RSF: 31,000
 Duration: 20 weeks

Pepper Construction

Tomorrow Transformed

Date: 3/15/2022
 Revision: 0
 Budget psf:

CSI DIV	Trade Charges	GC
2	2200 Demolition	\$98,850.00
3	2200 Temp Protection	\$12,000.00
4	3100 Concrete Scanning / Coring	\$3,500.00
5	Masonry	\$11,000.00
6	Metals	\$28,750.00
7	Rough Carpentry - Ramp & Raised Office	\$45,000.00
8	6200 Finish Carpentry Install	\$33,520.00
9	6400 Cabinetry Furnish	\$41,927.00
10	Roofing / Weatherproof / Fireproofing	\$24,000.00
11	8200 Doors / Frames / Hardware	\$118,767.00
12	8400 Aluminum Frames & Glass	\$23,700.00
13	9100 Framing / Gyp Assemblies	\$163,996.00
14	9500 Acoustic Ceiling	\$78,000.00
15	9300 Ceramic Tile/Stone	\$12,188.00
16	9680 Carpet/Rubber/Base	\$101,946.00
17	Floor Prep / Terazzo Refresh	\$18,500.00
18	9900 Painting and Wall Protection	\$82,331.00
19	12200 Toilet / Fire Extinguisher Accessories	\$6,839.00
20	21000 Fire Protection	\$38,750.00
21	22000 Plumbing	\$26,500.00
22	26000 Electrical	\$198,200.00
23	Exterior ADA Ramp Improvements	\$45,000.00
24	Subtotal	\$1,213,264.00
25	GC / GL / Fee	\$181,990.00
26	Construction Contingency (7.5%)	\$90,995.00
27	Permit Allowance	\$36,955.00
28	Estimated Construction Budget	\$1,523,204.00
Alternates and Other Contingencies		
	Sound Batt Insulation - New Walls	\$22,201.00
	HVAC	\$62,675.00
	Demo / Remove Low Voltage Cob Web	\$21,390.00
	New ACT grid throughout	\$40,250.00

EXHIBIT C – SCOPE OF WORK

General Contractor Budgeting Form - Detailed


Project Name:	Department of Corrections		
Date:	Tuesday, March 15, 2022		
Estimator:	SR		
Square Footage:	31,000		
Division #	Division & Sub-Division Name	Item Budget	Phase Code Budget
2	SITE CONSTRUCTION		
	Building Demolition		\$98,850.00
	selective demo	\$ 49,500	
	remove flooring	\$ 21,000	
	remove ceiling tile	\$ 10,500	
	dumpsters	\$ 17,850	
3	CONCRETE		
	Concrete Sawcutting and Coring		\$3,500.00
	allowance	\$ 3,000	
	patching hole allowance	\$ 500	
4	MASONRY		
	Concrete Masonry Units		\$6,000.00
	allowance for repairing any demo areas	\$ 6,000	
	Masonry Cut-In Openings		\$5,000.00
	sawcutting allowance	\$ 5,000	
5	METALS		
	Structural Steel - none planned for		\$0.00
	Miscellaneous Steel (Metal Fabrications)		\$28,750.00
	railings for ramp	\$ 25,000	
	railing @ stair wall single strand	\$ 3,750	
6	WOOD & PLASTICS		
	Carpentry		\$45,000.00
	allowance for raised office	\$ 15,000	
	allowance for the ramp	\$ 30,000	
	Finish Carpentry		\$33,520.00
	hang doors and hardware	\$ 10,500	
	change out door hardware on existing doors	\$ 3,100	
	set plastic laminate - copy room		
	base & countertop @ 1hr/ft	\$ 3,750	
	upper @ 1 hr/ft	\$ 3,000	
	set plastic laminate - workstations	\$ 9,600	
	hang toilet accessories	\$ 3,570	
	architectural millwork		\$41,927.00
	Copy Room		
	p-lam upper cabinets per lineal foot	\$ 9,000	
	p-lam lower cabinets w/ c-top & backsplash	\$ 14,250	
	workstations	\$ 6,000	
	plastic laminate angle brackets	\$ 1,800	

EXHIBIT C – SCOPE OF WORK

Division #	Division & Sub-Division Name	Item Budget	Phase Code Budget
7	ROOFING, THERMAL & MOISTURE PROTECTION		
	Rubber Roofing		\$8,000.00
	patching allowance	\$ 8,000	
	Fire Proofing / Caulking		\$10,000.00
	fire proofing / caulking allowance	\$ 10,000	
	Joint Sealers		\$6,000.00
	allowance	\$ 6,000	
8	DOORS & WINDOWS		
	Hollow Metal Doors & Frames		\$37,842.00
	HM door frames	\$ 37,842	
	Wood Doors		\$52,500.00
	solid door	\$ 52,500	
	Door Hardware		\$28,425.00
	Schlage levers - new doors	\$ 16,800	
	Schlage levers - retrofit existing	\$ 11,625	
	Aluminum Entrances, Windows, & Storefronts		\$23,700.00
	windows for raised office	\$ 5,200	
	pass through windows - 1/4" tempered	\$ 10,500	
	allowance for remove/repair entrance airlock	\$ 8,000	
9	FINISHES		
	Steel Studs & Framing		\$54,054.00
	3 5/8 s.s. framing 12' & below	\$ 54,054	
Alternate	Sound Batt Insulation		\$19,305.00
	install sound batt insulation all new walls	\$ 19,305	
	Gypsum Board		\$109,942.00
	allowance to patch existing walls when cut open	\$ 25,000	
	fire treated blocking	\$ 11,583	
	5/8 dw on walls to 10'-0	\$ 73,359	
	Ceramic Tile		\$12,188.00
	floor prep	\$ 5,500	
	ceramic floor tile - basic (Dal-Tile)	\$ 4,400	
	base tile - basic (Dal-Tile)	\$ 2,288	
	Acoustical Ceiling Tile		\$78,000.00
	new grid and tile	\$ 41,250	
	new tile only	\$ 36,750	
	Misc Floor		\$18,500.00
	floor prep allowance	\$ 15,500	
	polish existing lobby terrazzo floor allowance	\$ 3,000	

EXHIBIT C – SCOPE OF WORK

Division #	Division & Sub-Division Name	Item Budget	Phase Code Budget
	Resilient Base		\$8,100.00
	new walls	\$ 2,700	
	existing walls	\$ 5,400	
	Carpeting		\$93,846.00
	carpet tile 2' x 2' commercial grade installed 4% w	\$ 90,596	
	rubber floor for ramp	\$ 3,250	
	Wall covering (Allowance)		\$10,000.00
	remove wallcovering / skim coat existing	\$ 10,000	
	FRP Board and Wallprotect		\$7,500.00
	allowance	\$ 7,500	
	Painting		\$64,831.00
	touch up allowance	\$ 4,000	
	repaint existing wood doors	\$ 2,635	
	prep and repaint existing metal frames	\$ 3,255	
	hollow metal frames	\$ 3,990	
	caulk hollow metal frames	\$ 3,285	
	drywall walls	\$ 23,166	
	existing walls	\$ 22,000	
	railings	\$ 2,500	
10	SPECIALTIES		
	Fire Extinguishers		\$1,848.00
	10lb abc with hook	\$ 750	
	cablnet	\$ 1,000	
	Knox Box		\$550.00
	knox box	\$ 550	
	Toilet & Bath Accessories		\$4,441.00
	18" grab bar	\$ 140	
	36" grab bar	\$ 160	
	42" grab bar	\$ 180	
	single roll toilet paper holder	\$ 120	
	9" c-fold paper towel dispenser	\$ 180	
	24 x 36 channel framed mirror	\$ 600	
	semi recessed waste receptacle	\$ 1,050	
	sanitary napkin disposals	\$ 240	
	koala bear baby changing table	\$ 1,290	
	wall mounted soap dispenser	\$ 245	
12	FURNISHINGS		
	Floor Mats		\$0.00
	Window Shades		\$0.00

EXHIBIT C – SCOPE OF WORK

Division #	Division & Sub-Division Name	Item Budget	Phase Code Budget
15	MECHANICAL		
	Plumbing		\$26,500.00
	demo existing bathrooms / plumbing	\$ 2,500	
	run new plumbing	\$ 19,500	
	new fixtures	\$ 4,500	
	Fire Protection		\$38,750.00
	allowance to modify distribution	\$ 38,750	
Alternate	H.V.A.C.		\$54,500.00
	allowance to modify distribution	\$ 46,500	
	2.5 kw electric wall heater	\$ 4,400	
	Exhaust fan	\$ 3,600	
16	ELECTRICAL (no WE Energies included)		
	Electrical		\$198,200.00
	rewiring new space	\$ 60,500	
	revisions to existing space	\$ 42,000	
	demo / remove electrical	\$ 12,000	
	retrofit fire alarm as needed	\$ 15,500	
	replace lay in ceiling lights	\$ 68,200	
Alternate	demo/remove low voltage cob web	\$ 18,600	

EXHIBIT C – SCOPE OF WORK

Loan Data

Original Principal	\$ 1,478,204
Loan Term (Years)	5
Annual Interest Rate	3.50%
Payments per Year	12
Payment	\$26,891.11
Annual Payments	\$322,693.32

Month	Payment	Interest	Principal	Balance
0				1,478,204.00
1	26,891.11	4,311.43	22,579.68	1,455,624.32
2	26,891.11	4,245.57	22,645.54	1,432,978.78
3	26,891.11	4,179.52	22,711.59	1,410,267.19
4	26,891.11	4,113.28	22,777.83	1,387,489.36
5	26,891.11	4,046.84	22,844.27	1,364,645.09
6	26,891.11	3,980.21	22,910.90	1,341,734.20
7	26,891.11	3,913.39	22,977.72	1,318,756.48
8	26,891.11	3,846.37	23,044.74	1,295,711.74
9	26,891.11	3,779.16	23,111.95	1,272,599.79
10	26,891.11	3,711.75	23,179.36	1,249,420.43
11	26,891.11	3,644.14	23,246.97	1,226,173.46
12	26,891.11	3,576.34	23,314.77	1,202,858.69
13	26,891.11	3,508.34	23,382.77	1,179,475.92
14	26,891.11	3,440.14	23,450.97	1,156,024.95
15	26,891.11	3,371.74	23,519.37	1,132,505.58
16	26,891.11	3,303.14	23,587.97	1,108,917.61
17	26,891.11	3,234.34	23,656.77	1,085,260.84
18	26,891.11	3,165.34	23,725.77	1,061,535.07
19	26,891.11	3,096.14	23,794.97	1,037,740.11
20	26,891.11	3,026.74	23,864.37	1,013,875.74
21	26,891.11	2,957.14	23,933.97	989,941.77
22	26,891.11	2,887.33	24,003.78	965,937.99
23	26,891.11	2,817.32	24,073.79	941,864.20
24	26,891.11	2,747.10	24,144.01	917,720.19
25	26,891.11	2,676.68	24,214.43	893,505.76
26	26,891.11	2,606.06	24,285.05	869,220.71
27	26,891.11	2,535.23	24,355.88	844,864.83
28	26,891.11	2,464.19	24,426.92	820,437.91
29	26,891.11	2,392.94	24,498.17	795,939.74
30	26,891.11	2,321.49	24,569.62	771,370.12
31	26,891.11	2,249.83	24,641.28	746,728.84
32	26,891.11	2,177.96	24,713.15	722,015.69
33	26,891.11	2,105.88	24,785.23	697,230.46
34	26,891.11	2,033.59	24,857.52	672,372.94
35	26,891.11	1,961.09	24,930.02	647,442.92
36	26,891.11	1,888.38	25,002.74	622,440.18

EXHIBIT C – SCOPE OF WORK

Month	Payment	Interest	Principal	Balance
37	26,891.11	1,815.45	25,075.66	597,364.52
38	26,891.11	1,742.31	25,148.80	572,215.72
39	26,891.11	1,668.96	25,222.15	546,993.58
40	26,891.11	1,595.40	25,295.71	521,697.86
41	26,891.11	1,521.62	25,369.49	496,328.37
42	26,891.11	1,447.62	25,443.49	470,884.89
43	26,891.11	1,373.41	25,517.70	445,367.19
44	26,891.11	1,298.99	25,592.12	419,775.07
45	26,891.11	1,224.34	25,666.77	394,108.30
46	26,891.11	1,149.48	25,741.63	368,366.67
47	26,891.11	1,074.40	25,816.71	342,549.97
48	26,891.11	999.10	25,892.01	316,657.96
49	26,891.11	923.59	25,967.52	290,690.44
50	26,891.11	847.85	26,043.26	264,647.17
51	26,891.11	771.89	26,119.22	238,527.95
52	26,891.11	695.71	26,195.40	212,332.55
53	26,891.11	619.30	26,271.81	186,060.74
54	26,891.11	542.68	26,348.43	159,712.31
55	26,891.11	465.83	26,425.28	133,287.03
56	26,891.11	388.75	26,502.36	106,784.67
57	26,891.11	311.46	26,579.65	80,205.01
58	26,891.11	233.93	26,657.18	53,547.83
59	26,891.11	156.18	26,734.93	26,812.91



REAL ESTATE PROPERTY ANALYSIS - WI STATUTE 16.84(5)

PROPOSED PROPERTY STREET ADDRESS & CITY
 4041 N. Richards Street, Milwaukee
Executive Summary for Proposed Property
 The Department of Corrections (DOC) currently leases 15,844 sq. ft. of Office space at 4160 Port Washington Road in Glendale. This Lease will expire on October 31, 2022 and no renewals remain. Therefore a new lease will be required. The current facility no longer meets DOC's space requirements due to water leaks and poor property management. As a result, DOC wishes to relocate to a new office facility. DOC would like to 4041 N. Richards Street in Milwaukee, as it meets DOC's location and space requirements. DOC wishes to enter into a new 5-year lease with two 5-year renewal options.

Date Completed 4/28/2022 **Completed By (Use drop-down)** Bruce Roland

SECTION 1 -- GENERAL INFORMATION

Agency (use drop-down) 430 DOC **Desired Municipality** Milwaukee

Current Lease Status (use drop-down) INITIAL **Proposed Lease Status (use drop-down)** NEW LEASE

Current Lease Expiration Date 10/31/2022 **Current Lease Property Square Feet** 20,278

Initial or Renewal Lease Term (Years) 5 **Type of Lease (use drop-down)** OFFICE

Space Request # 2883 **Existing Lease #** 410-381 **New Lease #** 410-500

Current Lease Property Street Address or N/A 4160 Port Washington Road, Glendale

Rentable Square Feet Required (fill in applicable boxes)

Office	22,380	Garage		Storage		Residential		Hangar		Lab		Tower		Warehouse		TOTAL RENTABLE SQ FEET	22,380
--------	--------	--------	--	---------	--	-------------	--	--------	--	-----	--	-------	--	-----------	--	-------------------------------	--------

Agency Requested Location -- Current Lease Property Address of Space Request/Correspondence Memorandum location
 4041 N. Richards Street, Milwaukee

Agency Justification for Requested Location
 The proposed location meets the DOC's space requirements and the location is ideal for serving their client. In addition the area is served by the Milwaukee Police Department, making it convenient in case there is a need to transport a client to jail.

Section 2 -- CONSOLIDATION ANALYSIS

Are there any Executive Branch State agencies with fewer than 50 FTEs to consider for consolidation, wherever feasible and within search radius?

Check Box Yes No

Comments
 I am not aware of any State agency looking for space in Milwaukee. This Lease is the fourth Milwaukee Lease that I have worked on in 2022. Three of these were for DOC and one for DWD.

Section 3 -- COST BENEFIT ANALYSIS FOR LEASE VERSUS PURCHASE SPACE

Check Box LEASE PURCHASE

40-Year Stay for Agency Yes No

Multi-Tenant Bldg. Yes No

Square Footage Needed by Agency is less than 3,000 sq. ft. Yes No

Reason(s) for Conclusion (if applicable, see attached Lease versus Purchase Analysis)
 This lease is located in a 34,000 square foot building. The other Tenants are all from the private sector and that is the reason the State should not pursue a purchase of this property.

Agency: 410 DOC
 Desired Municipality: Milwaukee

Section 4 – COMPARABLE LEASE ANALYSIS

Proposed Property Address (Center of 10-mile Radius): 4061 N. Richards Street, Milwaukee

Wider Radius? Yes No

Comments: There were no comparable properties identified within the 10-mile search radius.

Mandatory Property Criteria = Yes (Y) or No (N)												
Comparable Property Addresses within Radius	Sufficient Lease Term	Sufficient Lease Term Type	Proximity to Client	Proximity to Client Services	Sufficient Parking	Bus Line	Site Accessibility access to major roads	Facility Egress/ADA	Building Security	Need for 1st Floor Building Space	Connectivity, including possible pager	Comments
A 4041 N. Richards Street, Milwaukee	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
B No comparable properties identified												
C												
D												
E												
F												
G												
H												

Mandatory Property Criteria = Yes (Y) or No (N)												
Non-Comparable Property Addresses within Radius	Sufficient Lease Term	Lease Term Type	Proximity to Client	Proximity to Client Services	Sufficient Parking	Bus Line	Site Accessibility access to major roads	Facility Egress/ADA	Building Security	Need for 1st Floor Building Space	Connectivity, including possible pager	Comments
A 5070 N. 35th Street, Milwaukee	Y	N	Y	Y	N	Y	N	N	Y	N	N	
B 4201 North 27th Street	N	N	Y	Y	N	Y	Y	N	Y	N	Y	
C												
D												
E												
F												

Comparison of Proposed Property versus Current Lease Property OR list N/A if not applicable for this analysis	Square Feet	Annual Cost	Comments
Proposed Property Address	22,360	\$289,892	
Current Lease Property Address	20,178	\$381,152	

Agency: 410 DOC
 Desired Municipality: Milwaukee

Section 4 -- COMPARABLE LEASE ANALYSIS (continued)

of State Employees at Property: 61

Comparable Property Addresses	Rentable Sq. Ft.	List Base Rent PSF	Year 1 Estimated Lease Costs (Full-Service Gross)			Year 1 Estimated Annual Rent			Year 1 Miscellaneous Leasing Costs			Year 1 Estimated Total Cost of Leasing	
			Estimated Annual Rent PSF	Estimated Annual Rent Per Square Foot	Estimated Annual Rent	Estimated Annual Rent	Estimated Annual Rent	IT, Cabling, Telephone Rental	Tenant Improvements	TOTAL AGENCY COSTS	Estimated Annual Rent	+ Total Agency Costs	
A 4041 N. Richards Street, Milwaukee	22,380	\$ 10.00	\$ 2.50	\$ 1.00	\$ 346,890.00	\$ 30,500	\$ 150,000	\$ 89,520	\$ 322,693.00	\$ 892,713.00	\$ -	\$ 939,603.00	
B No comparable properties identified													
C													
D													
E													
F													
G													
H													

Initial or Renewal Lease Term (Years): \$

Comparable Property Addresses	Annual Escalator	Year 1-4 Total Cost of Leasing				Year 5 Total Cost of Leasing	Estimated Lease Rate Per Square Foot
		Year 1 Total Cost of Leasing	Year 2 Total Cost of Leasing	Year 3 Total Cost of Leasing	Year 4 Total Cost of Leasing		
A 4041 N. Richards Street, Milwaukee	2.00%	\$ 899,633.00	\$ 853,827.80	\$ 800,964.36	\$ 748,122.44	\$ 695,284.89	\$ 21.43
B No comparable properties identified							
C							
D							
E							
F							
G							
H							

Lease Analysis Assumptions
 List Base Rent PSF is based on advertised rental rate.
 Estimated Lease Costs—electricity, natural gas, janitorial, C.A.M. PSF costs are based on actual known costs or based on Building Owners and Managers Association (BOMA) Standards
 Miscellaneous Leasing Costs are based on DCA Lease Administration's estimate per employee and per square feet.
Definitions:
 Comparable Properties = Properties that meet all mandatory location criteria
 Non-Comparable Properties = Properties that do not meet all mandatory location criteria
 Annual Rent = Year 1 Estimated Full-Service Gross Rent (Excludes miscellaneous leasing costs)
 Lease Rate = Estimated Lease Rate PSF of all comparable properties (i.e., effective cost PSF over initial/renewal term)
 Market Rate = Average Estimated Lease Rate PSF of all comparable properties

EVALUATION OF OPTIONS
 Proposed Property Address: 4041 N. Richards Street, Milwaukee
 Proposed Property Lease Rate PSF: \$ 21.43
 Lowest Estimated Lease Rate PSF of All Comparable Properties: \$ 22.50
 Estimated Market Rate PSF Plus 5%: \$ 22.50
 Average of All Comparable Properties Estimated Lease Rate PSF: \$ 22.50

Agency: 410 DOC Desired Municipality: Milwaukee

**Section 5 -- JOINT COMMITTEE ON FINANCE (JCF) & LEGISLATURE CHIEF CLERKS NOTIFICATION (leases that exceed \$500,000 annual rent)
SUMMARY REPORT**

Does the Annual Rent Exceed \$500,000 in any year of the Initial Term or Renewal Term of the lease? Yes No

Check Box: Yes No

Comments: N/A

PROPOSED PROPERTY ADDRESS: 4041 N. Richards Street, Milwaukee
 Proposed Lease Status (use drop-down): NEW LEASE

Terms of Proposed Lease		New Lease Initial Term	Renewal Term
a	Usable Square Feet	22,380	
b	Load Factor, if applicable	100%	
c	Rentable Square Feet (b X a)	22,380	
d	Base Rent Per Square Foot	\$ 10.00	
e	Operating Expenses PSF	\$ 3.40	
f	Rent Per Square Foot (d + e)	\$ 13.40	
g	Annual Rent (c X f)	\$ 299,892.00	
h	Amortization Per Square Foot	\$ 14.42	PSF
i	Rent Per Square Foot (d + e)	\$ 13.40	PSF
j	Cost Per Square Foot (h + i)	\$ 27.82	PSF
k	Rentable Square Feet (c)	22,380	
l	Annual Cost (j X k)	\$ 622,585.33	
	Annual Escalator	3%	
	Initial Lease Term - # of Years	5	
	Renewal Options - # & # of Years	Two 5-Year	

Comparable Options Summary		ESTIMATED LEASING COST PER SQUARE FOOT
Comparable Property Addresses		Cost PSF from Section 4
A	4041 N. Richards Street, Milwaukee	\$ 21.43
B	No comparable properties identified	\$ -
C		\$ -
D		\$ -
E		\$ -
F		\$ -
G		\$ -
H		\$ -