

(ATTACHMENT 1) ACTION ON A REQUEST TO APPROVE AN AMENDMENT TO EXTEND THE LEASE AGREEMENT WITH BUSINESS AND ECONOMICS ACADEMY OF MILWAUKEE (BEAM) AT THE VEL PHILLIPS BUILDING LOCATED AT 3620 NORTH 18TH STREET.

**SECOND AMENDMENT TO LEASE
BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
AND
BUSINESS AND ECONOMICS ACADEMY OF MILWAUKEE, INC.**

THIS SECOND AMENDMENT TO LEASE (“Second Amendment”) is made as of the ___ day of _____, 2016, by and between **THE MILWAUKEE BOARD OF SCHOOL DIRECTORS** (hereinafter “the Board”) and **BUSINESS AND ECONOMICS ACADEMY OF MILWAUKEE, INC.** (hereinafter “Lessee”).

RECITALS

WHEREAS, the Board and Lessee entered into that certain Lease dated July 1, 2011;

WHEREAS, the Board and Lessee entered into the First Amendment to Lease dated April 1, 2014; and

WHEREAS, the Board and Lessee wish to amend the Lease as set forth below.

NOW, THEREFORE, the parties hereto agree as follows (all capitalized terms used but not defined herein shall have the meaning set forth in the Lease):

1. Exhibit A to Section 1a. is deleted and replaced with the Exhibit A attached hereto.
2. Section 2 is hereby deleted and replaced with the following:
 2. TERM: The term shall commence on July 1, 2016, and shall be for three (3) years, terminating on June 30, 2019. Provided Lessee’s charter contract is approved by the Board for the time period covered by the term.
3. Section 3 is hereby deleted and replaced with the following:
 3. EXTENSION OF LEASE: Lessee shall have the option to extend this Lease of the demised Premises for two additional three-year terms, contingent upon mutual agreement of the Board and Lessee as to rental for the extension terms and provided Lessee’s charter contract is approved by the Board for the time period covered by the extension.
4. Exhibit B to Section 6 is deleted and replaced with the Exhibit B attached hereto.
5. Section 18 of the Lease is hereby deleted and replaced with the following:

18. UTILITIES: The Board will bear the cost of electricity, gas, water, and sewer. Lessee will pay for the installation, maintenance, and service of telephone lines and internet connections for its operation.

6. Section 22 k. is hereby deleted.

7. Section 23 is hereby deleted and replaced with the following:

23. NOTIFICATIONS: All communications and notifications shall be made to the addresses shown below by U.S. Mail or other express carrier, addressed as follows:

To Lessor:

Milwaukee Board of School Directors
Milwaukee Public Schools
1124 North 11th Street
Milwaukee, WI 53233-1414
Attn: Director

Copies to:

Milwaukee Board of School Directors
Milwaukee Public Schools
5225 West Vliet Street, Room 1
Milwaukee, WI 53208
Attn: Contract Law Specialist

To Lessee:

Business and Economics Academy
of Milwaukee, Inc.
Attn: Linda Robinson-Prodoehl
President, BEAM Board of Directors
3620 N. 18th Street
Milwaukee, WI 53206

Copies to:

Godfrey & Kahn, S.C.
Attn: Steve Chernof
833 East Michigan Street, Suite 1800
Milwaukee, WI 53202-5615

Or at such other address as either party may hereafter designate in writing. Service of any such written notice shall be deemed complete at the time of personal delivery or within three (3) days after mailing as provided above.

9. Except as modified by this Second Amendment, the Lease shall continue in full force and effect as provided therein.

[Signatures appear on following page]

**Signature Page to Second Amendment of Lease Agreement Between
the Milwaukee Board of School Directors
and
Business and Economics Academy of Milwaukee, Inc.**

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

**LESSOR:
MILWAUKEE BOARD OF
SCHOOL DIRECTORS**

Mark A. Sain
President
Milwaukee Board of School Directors

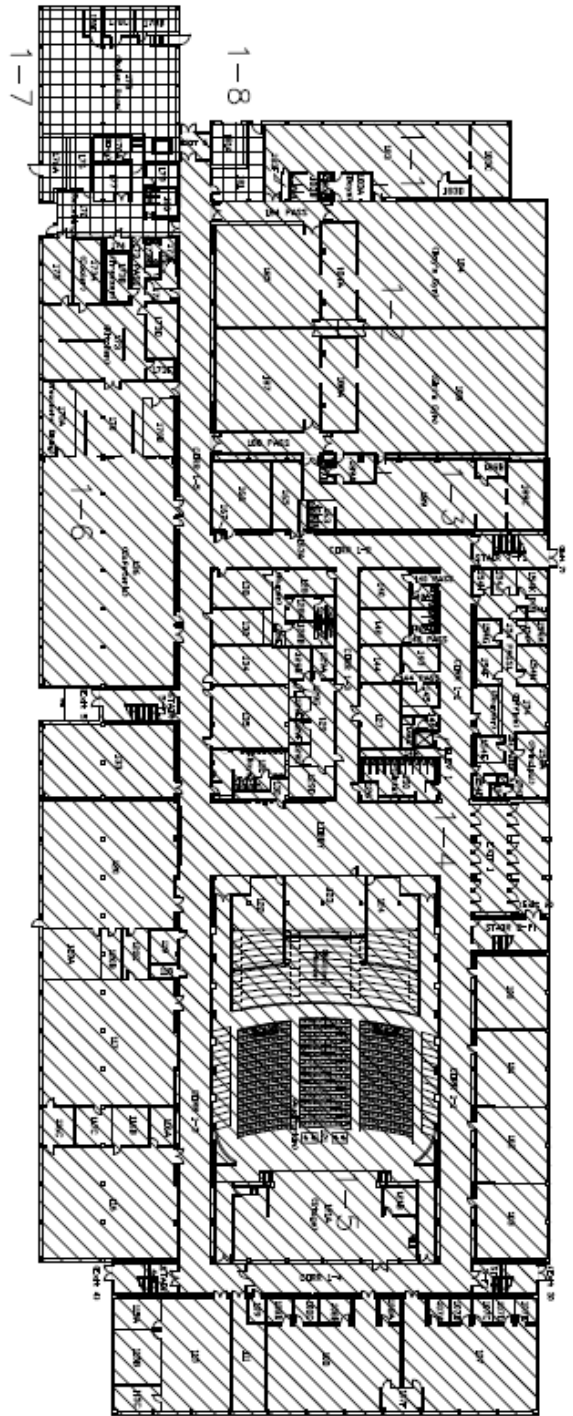
Darienne B. Driver, Ed.D.
Superintendent of Schools

**LESSEE:
BUSINESS AND ECONOMICS ACADEMY OF MILWAUKEE, INC.**

By: Linda Robinson-Prodoehl
President, BEAM Board of Directors

EXHIBIT A

Douglas Building SF					
Plan Area	Area Name	SF	BEAM	Operation	Total on Floor
1-1	Boys Locker room	3,422	3,422		
1-2	Main Gyms & Aux. Gym	12,258	12,258		
1-3	Girls Locker room	3,478	3,478		
1-4	BEAM 1st floor	54,470	54,470		
1-5	Auditorium	11,286	11,286		
1-6	Cafeteria and kitchen	9,727	9,727		
1-7	Receiving and boiler room	4,882		4,882	
1-8	Engineer storage	670		670	
	Total 1st Floor	100,193	94,641	5,552	100,193
2-1	Upper part main & aux. gym:	-			
2-2	Mechanical room	4,528		4,528	
2-3	BEAM 2nd floor	52,667	52,667		
2-4	Upper part of Auditorium	-			
	Total 2nd Floor	57,195	52,667	4,528	57,195
3-1 & 3-2	BEAM 3rd floor (sf. Does not include 307, 307A or 309)	49,819	49,819		
3-3	Auditorium Attic	-			
3-4	Mechanical	2,818		2,818	
3-5	Mechanical	817		817	
3-6	Mechanical	773		773	
3-7	Areas not used by BEAM - Rooms 307 (1,642), 307A (152) & 309 (1,646)	3,440		3,440	
	Total 3rd Floor	57,667	49,819	7,848	57,667
	Total 1st, 2nd & 3rd Floor	215,055	197,127	17,928	215,055

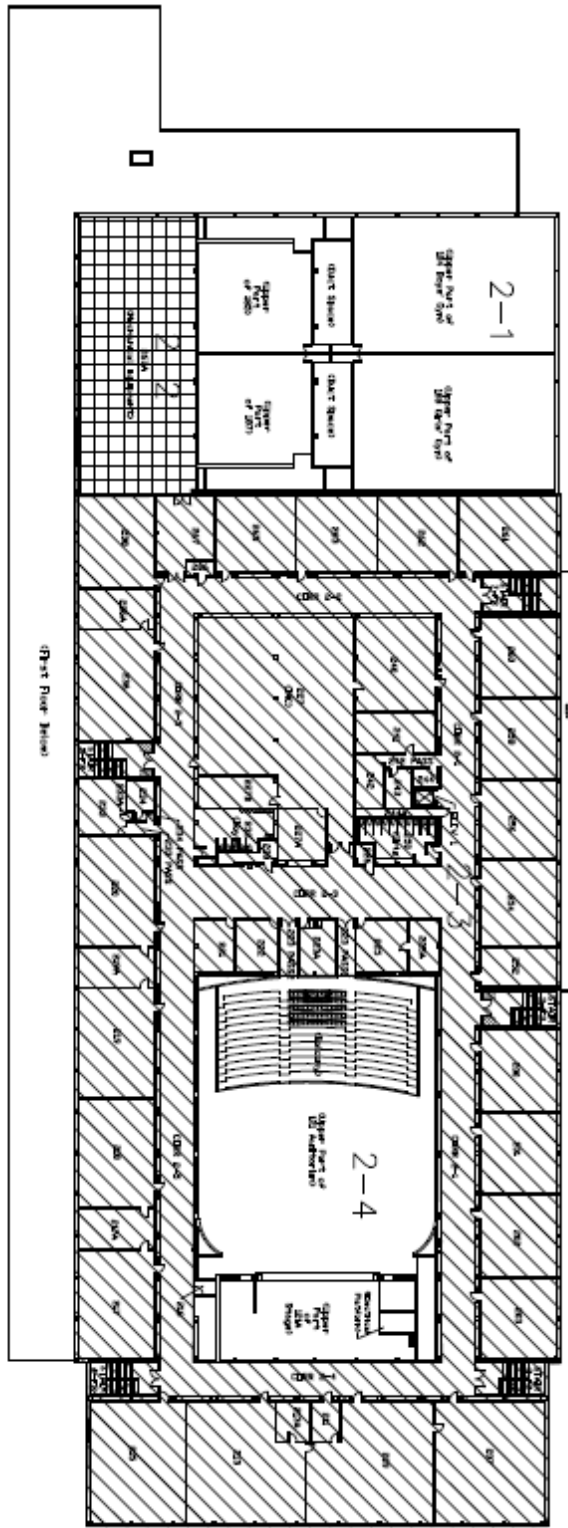


FIRST FLOOR PLAN
 SITE NO. 055 - ANDREW DOUGLAS COMMUNITY ACADEMY
 3625 N. 18TH STREET, MILWAUKEE, WI 53208
 DATE: 9/30/11

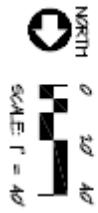


Milwaukee Public Schools
 Division of Facilities and Maintenance Services
 1115 North Lincoln Street
 P.O. Box 10000
 Milwaukee, Wisconsin 53210-1000
 Phone: 414-224-2200
 Fax: 414-224-2200

SECOND FLOOR PLAN
 SITE NO. 025 - ARBORY DOUBLES COMMUNITY ACADAMY
 3600 N. 19TH STREET, MILWAUKEE, WI 53228
 DATE: 12/1/10



Milwaukee Public Schools
 Division of Facilities and Maintenance Services
 210 West 21st Street
 2nd Floor
 Milwaukee, Wisconsin 53226-0400
 Phone: 414.224.2000
 Fax: 414.224.2000



THIRD FLOOR PLAN
 SITE NO. 095 - ANDREW DOUGLAS COMMUNITY ACADEMY
 3620 N. 19TH STREET, MILWAUKEE, WI 53212
 DATE: 3/30/11

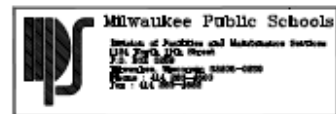
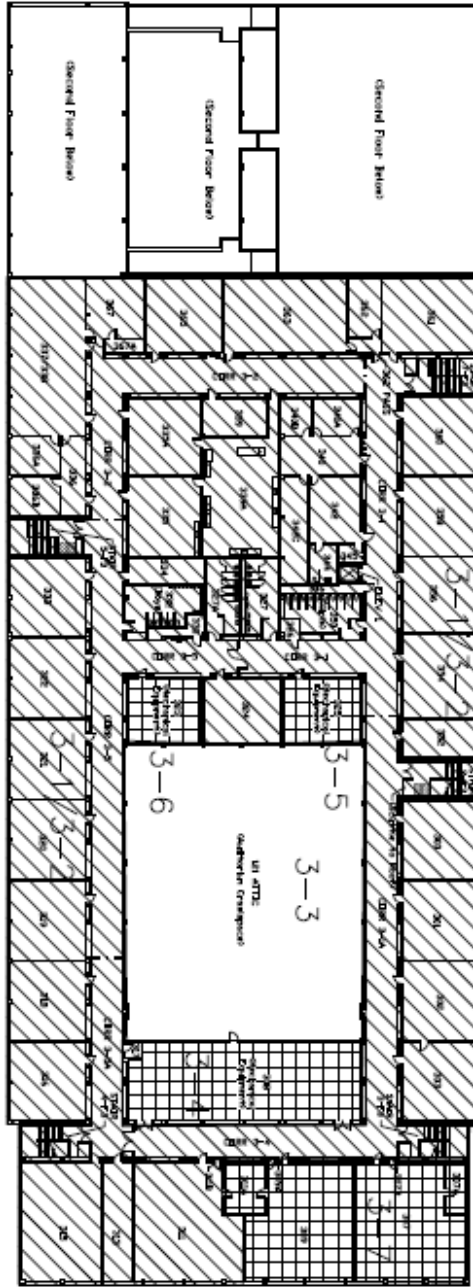


EXHIBIT B

Year	Rate/SF*	SF	Rate	Adjustments**	Annual Rate
1	\$6.65	215,055	\$1,430,116	-\$21,799	\$1,408,317
2	\$6.72	215,055	\$1,445,169	-\$22,017	\$1,423,152
3	\$6.78	215,055	\$1,458,073	-\$22,237	\$1,435,836

Notes

*1% annual escalator applied

**Option to eliminate use of 3rd Floor rooms at original rate of \$9,872/room deducted for rooms 307 and 309, calculated with per room rate adjusted for annual escalator.