

**(ATTACHMENT 1) ACTION ON A REQUEST FOR AUTHORIZATION TO ENTER INTO LEASE AGREEMENTS WITH T-MOBILE CENTRAL LLC, A DELAWARE LIMITED LIABILITY COMPANY TO ERECT CELLULAR ANTENNAS AT DR. MARTIN LUTHER KING JR. ELEMENTARY SCHOOL, SOUTH DIVISION HIGH SCHOOL AND HOPKINS LLOYD SCHOOL.**

**LEASE AGREEMENT**

This Agreement (“Lease” or “Agreement”), made this \_\_\_\_ day of \_\_\_\_\_, 2016, between the Milwaukee Board of School Directors (“MPS”, a school district organized and operating under Chapter 119, Wis. Stats., hereinafter referred to as “Lessor,”) and T-Mobile Central LLC, a Delaware Limited Liability Company, d/b/a T-Mobile, hereinafter referred to as “Lessee.”

**RECITALS**

A. Lessor controls and, pursuant to Wis. Stat. § 120.13(25), has the authority to lease space on a building rooftop located on the Property at 3275 N 3<sup>rd</sup> Street, City of Milwaukee, County of Milwaukee, State of Wisconsin, as legally described on Exhibit “A” attached hereto and incorporated herein (“Property”) and as commonly referred to as Dr. Martin Luther King Jr. Elementary School.

B. Lessee desires to lease certain space on the Property, hereinafter referred to as “the Leased Space” and as described on Exhibit “B” and its subparts, attached hereto and incorporated herein, and requires certain non-exclusive easement rights of access for the term of this Lease, for: (1) the placement of cellular antennas, utility lines and cables; and (2) vehicular ingress and egress across and over Lessor’s Property for access to the Leased Space and Lessee’s equipment shelter, antennas and appurtenances as described on Exhibit “C”, attached hereto and incorporated herein (“Lessee’s Equipment”).

C. Lessor is willing to rent to Lessee the Leased Space and certain non-exclusive easement rights of access for the term of this Lease, for: (1) the placement of cellular antennas, utility lines and cables; and (2) vehicular ingress and egress across and over Lessor’s Property for access to the Leased Space and Lessee’s Equipment, under the following terms and conditions.

**AGREEMENT**

1. **Right of Entry.** Lessor grants Lessee a right-of-entry as follows:

A. Consent. Lessor consent and agrees that Lessee, its employees, agents and independent contractors (“Authorized Parties”) may enter upon the Property and may have access to the Leased Space to conduct and perform some or all of the following activities (“Permitted Activities”): structural analysis of the Leased Space, surveys, boundary surveys, radio propagation studies, and such other tests and inspections of the Property and the Leased Space which Lessee may deem necessary or advisable and as may be approved by the Lessor’s Senior Director of the Division of Facilities and Maintenance Services, such approval not to be unreasonably withheld, conditioned or delayed. Lessee agrees to be responsible for any and all

costs related to the Permitted Activities, including installation on and operation and removal of equipment on the Property.

B. Access. Lessor agrees that the Lessee may enter upon the Property and the Leased Space to perform the Permitted Activities in the manner described in Section 6F of this Agreement through and until the termination of this Agreement as provided for within.

C. Removal of Property. Lessee agrees that it will, upon the conclusion of the term of this right-of-entry, remove any equipment installed on the Property as a part of the Permitted Activities, repair any damage to the Property and the Leased Space that might have been cause in connection with any of the Permitted Activities, and will return the Property and the Leased Space to the condition it was in before Lessee's entry onto the Property. In the event any equipment installed on the Property by Lessee is not timely removed, Lessor will have the right to remove such equipment and Lessee agrees to be responsible for the costs of such removal.

D. Indemnity. Lessee agrees to indemnify, save harmless, and defend Lessor, its directors, officers, employees, and property management agent, if any, from and against any and all claims, actions damages, liability and expense in connection with personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Property caused by the act or omission of the Authorized Parties in conducting the Permitted Activities. Any defense conducted by Lessee of any such claims, actions, damages, liability and expense will be conducted by attorneys chosen by Lessee, and Lessee will be liable for the payment of any and all court costs, expenses of litigation, reasonable attorneys' fees and any judgment that may be entered therein.

E. Insurance. Lessee shall at all times maintain the insurance as specified in Section 10 of this Agreement.

F. Compensation for Right-of-Entry. Upon the execution of this Agreement, Lessee shall pay Lessor \$1,000.00 for this right-of-entry.

## 2. Term.

A. Initial Term. This Agreement shall be for an initial term of five (5) years ("Initial Term"), commencing upon the earlier of: July 1, 2016 or the first day in the month in which Lessee commences construction, unless the Lessee terminates this Agreement within ninety (90) days of its execution. The intent of the parties is to allow the Lessee to use the right-of-entry granted under Section 1 to ensure that the site is suitable and, if it is not, to terminate this Agreement without penalty. Any period of time between the execution of this Lease and prior to July 1, 2016 shall not count towards the Initial Term. The intent is for this Lease to run on a fiscal year basis between July 1 and June 30.

B. Option to Extend. Lessee shall have the option to extend the term of this Lease for three (3) additional periods of five (5) years (each additional five-year period being an "Option Term"). Renewal shall be considered to occur automatically at the expiration of the Initial Term and each Option Term, unless specified otherwise by the Lessee. Lessor shall be allowed to terminate the lease upon twelve (12) months written notice to Lessee, which notice may not be given until July 1, 2020 or later.

3. **Termination by Lessor for Special Purpose.** If, during the final year of the Initial Term or any year in an Option Term of this Lease, Lessor determines that the Premises are needed for a special purpose by Lessor or any of its departments, which special purpose would exclude Lessee's Equipment and all other similar uses by any party other than Lessor itself, this Agreement, and any extension thereof, shall be subject to cancellation by the Lessor upon twelve (12) months' written notice to Lessee. In the event of such termination, Lessee shall not be obligated to pay any rent hereunder during the period between the date of Lessor's notice of termination and Lessee's vacation of the Premises, and any prepaid rent shall be refunded to the Lessee at the times of notice. During such period, Lessee shall remove from the Premises all of its Antenna Facilities.

4. **Rent.** Annual rent shall be \$27,869.19 for the first year of the Initial Term, increased every subsequent year of the Initial Term and every year of any Option term by three percent (3%). Attached hereto as Exhibit "D", incorporated herein by reference, is a chart detailing the annual rent for each possible year of this Lease. Rent shall be paid in advance and delivered prior to the placement of Lessee's Equipment and every year thereafter before July 1st to the address set forth in this Lease for giving notices. Should Lessee place its Equipment prior to July 1, 2016, Lessee shall pay an amount of rent per day until July 1, 2016 prorated using the rent amount for the first year of the Initial Term (\$76.35/day).

5. **Use.** Lessee shall use the Leased Space for the purpose of transmission and reception of communications signals and the installing, maintaining, operating, repairing, replacing and upgrading a PCS antenna array plus related radio equipment and cabling for wireless communication and uses incidental thereto. In no case shall the upgrading of equipment result in a different appearance or configuration to the initial installation or allocated space without the written permission of Lessor's Senior Director of Facilities & Maintenance. Copies of Lessee's Federal Communications Commission (FCC) filing papers and any issued licenses must be provided to Lessor prior to the placement of Lessee's Equipment. Lessee shall not use the Leased Space for the provision of "cable service" or as a "cable television system" as those terms are defined in state and federal law nor shall Lessee's use of the Leased Space violate any relevant Ordinance of the City of Milwaukee.

6. **Installation.**

A. The antennas and appurtenances described in Exhibit "C" shall be specified and provided by Lessee along with plans and specifications for their installation. Said plans and specifications are subject to Lessor's approval, such approval not to be unreasonably withheld, delayed or conditioned. Such plans and specifications shall be designed to be the least intrusive to the building and make every attempt to conceal Lessee's equipment so as to blend in with the building and comply with Lessor's General Standards for Cellular Providers which is attached as Exhibit "E." Lessee shall install these items at Lessee's cost. All improvements shall be installed according to the plans approved by Lessor. Lessee shall follow EIA and NEC guidelines in regards to antenna system grounding and will be responsible for the cost of any asbestos work that has to be performed to accommodate Lessee's equipment or pathway for wiring.

B. This Agreement shall not be constructed so as to preclude additions, deletions, or modifications by Lessor to Lessor's own facilities at this location. Lessor agrees, however, not to

make or allow to be made, during the Initial Term of this Agreement or any Option Term, any such additions, deletions, or modifications to its own facilities at this location which would interfere with Lessee's intended use. Lessee will cooperate with Lessor at Lessee's expense in the temporary adjustment/relocation of Lessee's equipment with 30 calendar days' notice if such equipment should interfere with the necessary repair and maintenance of the Property. Lessee will cooperate with Lessor at Lessee's expense in the temporary adjustment/relocation of Lessee's equipment immediately upon verbal notification if such equipment should interfere with the necessary emergency repair of the Property. Likewise, no such additions, deletions, or modifications to Lessee's facilities at this location shall be made which, within Lessor's reasonable discretion, would interfere with Lessor's use of its facilities at this location with the exception of repairs, which in the opinion of the Lessor, are required for the continued repair and maintenance of the facility.

C. Lessee shall bear all responsibility and expense of obtaining all necessary permits and licenses from the City of Milwaukee, State of Wisconsin, and the FCC and shall be fully responsible for installing and operating its antenna and equipment in compliance with FCC rules and regulations. Any radio interference to other radio or cellular systems using Lessor's Property, including two-way radio communication to and within the school building, cause by equipment of Lessee shall be corrected immediately by Lessee, at Lessee's expense. Lessor shall notify Lessee if such interference affects Lessor's public service communications or other commercial carriers that may be present on the property and Lessee agrees to correct the problem immediately, or to temporarily cease operation until the problem is corrected. Failure to immediately, or to temporarily, cease operation for interference with Lessor's critical public service communications systems or other commercial carriers shall, at the option of Lessor, constitute grounds for termination of this Lease.

D. Lessor will be responsible for necessary repair and maintenance of the Property, except for the Leased Space. Lessee shall be responsible for the necessary repair and maintenance of the Leased Space and all of Lessee's Equipment located on the Leased Space and will cooperate with Lessor at Lessee's expense in the temporary adjustment/relocation of Lessee's equipment if such equipment should interfere with the necessary repair and maintenance of the property as more specifically detailed in section 6B above.

E. Lessee will be responsible for installation, metering and payment of all utilities required by its use of the Leased Space. Lessee shall pay any real estate taxes and personal property taxes levied against the Leased Space and the improvements constructed thereon by Lessee, if any. Lessee shall have the right to challenge any tax or assessment and Lessor shall cooperate with Lessee regarding such challenge. Lessee must obtain its own electrical service and is prohibited from attaching to Lessor's electrical service.

F. Lessee and its authorized representatives shall have a right to ingress and egress to and from the Leased Space for the purposes set forth herein. Lessee will notify, 24 hours in advance, the Building Engineer or proper agents or authorities informing Lessor of their intentions and actions for access to the site during normal business hours. An advance notification of 72 hours is required for access to the site during non-business hours during the installation period and for non-emergency work after installation is complete. If access is required via the interior of the

building during non-business hours, whether during the installation period or after installation, (between 6:00 p.m. and 7:00 a.m., Monday through Friday; weekends and nationally recognize holidays; and between 3:30 p.m. and 7:00 a.m., Monday through Friday, on non-student attendance days such as winter, spring, and summer recesses, etc.), Lessee agrees to pay the actual cost of MPS personnel dispatched to open the building up to a maximum rate of \$65.00 per hour for the duration of the Initial Term. This billing rate is subject to adjustment at the beginning of each year of this Lease. In the event of an emergency situation, Lessor will furnish Lessee with the phone number of a 24-hour emergency pager so that Lessor may dispatch appropriate personnel to open the building in order to provide the necessary access.

G. Lessor must be supplied with the name, title, telephone number and pager number of current technical representatives of Lessee, to which radio-related issues will be referred. At all times, these persons must have the authority to resolve radio interference issues.

7. **Interference.**

A. Lessee warrants that its use of the Leased Space will not interfere with existing radio frequency users including Lessor's public service communications systems and all current tenants, as long as Lessor and any existing radio frequency users operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

B. Lessor agrees that any subsequent tenants or licensees on the roof of the building shall acknowledge Lessee's use hereunder and shall be required to comply with the same terms and conditions as contained in this paragraph.

C. Lessee acknowledges that is has performed adequate testing at the Property and evaluated the operations of the other current occupants and agrees that the current use of the Property does not interfere with Lessee's use of the Leased Space for Lessee's Permitted Activities.

8. **Termination.**

A. **By Lessee:** It is understood and agreed that Lessee's ability to use the Leased Space is contingent upon its obtaining and maintaining, after the execution of this Agreement, all the certificates, permits, and other approval that may be required by any federal, state, or local authorities. Lessor shall cooperate with Lessee in its efforts to obtain such approvals and shall take no action that would adversely affect the status of the Leased Space with respect to the proposed use thereof by Lessee. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Lessee, in its sole discretion, will be unable to use the Leased Space for its intended purposes, Lessee shall have the right to terminate this Agreement upon 30 days' written notice to Lessor, provided that, prior to exercising that right of termination, Lessee has removed all of its personal property, fixtures and equipment from the Leased Space or paid Lessor for the cost of such removal and further provided that Lessee has restored the Leased Space to its original condition or paid Lessor for the cost of such restoration.

Said termination right shall also apply in the event that Lessee is otherwise, within its sole discretion, precluded from using the Leased Space for its intended purpose, provided that,

prior to exercising that right of termination, Lessee has removed all of its personal property, fixtures and equipment from the Leased Space or paid Lessor for the cost of such removal and further provided that Lessee has restored the Leased Space to its original condition or paid Lessor for the cost of such restoration.

b. **Default.** Except as expressly limited herein, Lessor and Lessee shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days. However, this Agreement may not be terminated if the defaulting party commences action to cure the default within 30 days and proceeds with due diligence to fully cure the default. With respect to Lessee's default, the cure period shall not exceed 90 days unless both parties agree in writing to extend the cure period.

9. **Indemnification.** Lessee shall indemnify and hold Lessor harmless against any claim of Liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Space by Lessee, its servants or agents, excepting, however, such claims or damages as may be due to or caused by negligence or intentional acts of Lessor, its employees, invitees, agents or contractors.

10. **Insurance.** At all times during the term of this Agreement, Lessee shall, at its sole expense, maintain in full force and effect the following minimum limits of insurance:

A. Commercial General Liability for Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Contractual Liability.

General Aggregate (other than Products-Completed Operations):	\$2,000,000
Products-Completed Operations:	\$1,000,000
Personal and Advertising Injury Limit:	\$1,000,000
Each Occurrence Limit:	\$1,000,000
Fire Damage Limit – Any One Fire:	\$50,000
Medical Expense – Any One Person:	\$5,000

In Lieu of Medical Expense – Any One Person, Lessee may provide evidence of their self-insured status with respect to medical expenses for individual persons.

B. Property Damage: Lessor shall maintain, at its sole cost and expense, property insurance covering its property. Lessee shall maintain, at its sole cost and expense, property insurance covering its property, equipment, antennas and appurtenances.

C. Automobile liability for Owned, Non-Owned and Hired Autos with a minimum limit of \$1,000,000 combined single limit per accident for bodily injury and property damage.

D. Umbrella liability with a minimum limit of \$5,000,000 per occurrence:  
\$5,000,000  
aggregate providing coverage as broad as the underlying Commercial General Liability, Automobile Liability and Employer's Liability.

E. Worker's Compensation: Statutory Limits

- F. Employers Liability:
- |                           |                         |
|---------------------------|-------------------------|
| Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease  | \$100,000 each employee |
| Bodily Injury by Disease  | \$500,000 policy limit  |

G. Additional Insureds: The following parties, including their directors, officers, agents and employees, shall be named as additional insureds on the Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies and shall be given thirty (30) days' advance written notice of any cancellation or non-renewal in any insurance coverage.

The Milwaukee Board of School Directors; and  
City of Milwaukee

H. Additional Insurance Requirements: Unless otherwise agreed to in writing by Lessee and Lessor, insurance is to be placed with insurers who have a Best's Insurance Reports rating of no less than A- and a financial size of no less than Class VIII, and who are authorized as an admitted insurance company in the State of Wisconsin.

All insurance coverage for the additional insureds shall be on a primary and non-contributory basis. All policies shall provide that any insurance maintained by the additional insureds is excess and non-contributing with any insurance required hereunder.

Any and all deductibles are the responsibility of the Lessee. Prior to commencement of the Initial Term of this Agreement, Lessee shall furnish Lessor with certificates of insurance, which evidence the required insurance. Thereafter, insurance certificates are to be provided by Lessee to Lessor on an annual basis throughout the term of this Agreement prior to the renewal date of the required insurance. Upon failure to provide such evidence of renewal insurance, Lessor has the authority to order Lessee to cease all operations at Lessee's expense until the required insurance evidence has been provided. In the event that any portion of this section conflicts with the insurance requirements contained in Exhibit "E", the terms of this section shall govern.

The indemnification obligations under this Agreement shall not be reduced in any way by the existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

11. [Reserved].

12. **Casualty.** In the event the Leased Space is destroyed or damaged, in whole or in part, by casualty during the Initial Term of this Lease or any Option Term, and to the extent that the Leased Space is not useful for Lessee's purposes, then at Lessee's option, (exercised by written notice to Lessor), this Lease may be terminated as of the date of the notice. In the event the Lease is not terminated by Lessee, the rent shall abate while, and to the extent that, the Leased Space is not useful for Lessee's purposes. Nothing herein shall require the Lessor to rebuild following destruction or damage.

13. **Environmental Pollutants.** Lessee shall not, either with or without negligence, cause or permit the escape, unlawful disposal or release beyond lawful limits of any Hazardous Materials as hereinafter defined. Lessee shall not bring onto the Leased Space and/or Property or knowingly allow the storage or use of Hazardous Materials in any manner if prohibited by law or if not sanctioned by the highest standards prevailing in the industry for the storage and use of such substances or materials. For the purposes of this paragraph, the term “Hazardous Materials” shall mean: (i) any substances defined as “hazardous substances,” “pollutants,” “contaminants,” “hazardous materials,” “hazardous wastes,” or “hazardous or toxic substances” as now or hereafter defined in any applicable federal, state or local law, regulation, ordinances, or directive, including, but not limited to, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by SARA, 42 U.S.C. Sec. 9601, et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, et. seq.; the Toxic Substance Control Act, 15 U.S.C. Sec. 2601, et. seq.; the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sec. 9601, et. seq.); the Clean Water Act, 33 U.S.C. Sec. 1251 et. seq.; the Clean Air Act, 42 U.S.C. Sec. 7412, et. seq.; as any such acts may be amended, modified or supplemented; (ii) those substances listed above or otherwise identified in the regulations adopted and publications issued, as may be amended, modified or supplemented, pursuant to any of the above-reference statutes; (iii) any friable asbestos, airborne asbestos, or any substance or material containing asbestos; (iv) any substance, the presence of which on the Leased Space and/or Property is prohibited by any legal requirement of any governmental authority or which may give rise to an assessment of a governmental authority; and (v) any other substance which by legal requirement of any governmental authority requires special handling in its collection, storage, treatment or disposal.

A. If, either during the term hereof or within two years of its expiration, a federal or state agency shall, in its reasonable discretion, require testing to ascertain whether or not there has been any release of Hazardous Materials by Lessee, then the reasonable costs thereof shall be reimbursed by Lessee to Lessor upon demand as additional Rent if such requirement applies to the Leased Space and/or Property. If testing conducted by Lessor pursuant to this subparagraph identifies the presence of any release of Hazardous Materials by Lessee, Lessee shall have the right and opportunity to perform, at Lessee’s cost, a retest to confirm or refute the results of Lessor’s testing. Lessee shall execute affidavits, representations and the like from time to time during the term hereof or within two years of its expiration, at Lessor’s request concerning Lessee’s best knowledge and belief regarding the presence of Hazardous Materials on the Leased Space and/or Property.

B. **Lessee Indemnification of Lessor.** Lessee shall indemnify and hold harmless Lessor, its officers, employees, agents, successors and assigns from and against any and all losses, claims, damages, penalties, liabilities, costs and expenses (including reasonable attorneys’ fees and court costs), fines, injuries, penalties, response costs (including the cost of any required or necessary investigation, testing, monitoring, repair cleanup detoxification, preparation of any closure or other required plans, or other removal, response or remedial action at or relating to the Property) (collectively, the “Claims and Costs”), with respect to, as a direct or indirect result of, or arising out of any of the following: (i) any legal requirements, lawsuit (brought or threatened),



reasonable settlement, or requirement of any insurer of the Leased Space and/or Property or any portion thereof, relating to the generation, presence, management, disposal, release (or threatened release), escape, seepage, leakage or cleanup of any Hazardous Materials at, on, from or under all or a portion of the Leased Space and/or Property for which Lessee, its agents, contractors, or invitees are responsible; or (ii) the migration of Hazardous Materials caused by Lessee from the Leased Space and/or Property to any other property or onto the Leased Space and/or Property; (iii) the treatment, disposal or storage of Hazardous Materials or the transportation of Hazardous Materials from the Leased Space and/or Property by Lessee, its agents, contractors or invitees; or (iv) the incorporation by Lessee of any Hazardous Materials in the Leased Space.

C. Lessor Indemnification of Lessee. To the extent permitted by the laws of the State of Wisconsin, including, but not limited to, Wis. Stat. §§ 893.80 & 895.46, Lessor agrees to indemnify, and hold Lessee and its officers, partners, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) or loss including attorneys' fees, consultant fees and expert fees which arise during or after the term of this Lease from or in connection with the presence in the soil, groundwater or soil vapor on or under the Property of Hazardous Materials, unless the Hazardous Materials are present as a result of the negligence of or willful misconduct of or disregard to Section 13 of this Agreement or are disturbed by Lessee during the installation of any of Lessee's equipment by Lessee, its officers, employees or agents. Without limiting the generality of the foregoing, the indemnification provided by this paragraph shall specifically cover costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of Hazardous Materials in the soil, groundwater or soil vapor on or under the Property, unless the Hazardous Materials are present solely as a result of the negligence or willful misconduct of Lessee, its officers, employees, or agents or are disturbed by Lessee or Lessee's contractors during the installation of any of Lessee's equipment. Without limiting the generality of any of the foregoing, the indemnification provided by this section shall also specifically cover costs incurred in connection with:

1. Hazardous Materials present in the soil, groundwater or soil vapor on or under the Property before the term of this Lease commenced;
2. Hazardous Materials that migrate, flow, percolate, diffuse or in any way move onto or under the Property after the term of this Lease commenced, except if cause by Lessee; or
3. Hazardous Materials present on or under the Property as a result of any discharge, dumping or spilling (accidental or otherwise) onto the Property, prior to, during or after the term of this Lease by any person, corporation, partnership or entity other than Lessee.

D. Condition of Property, Compliance with Law. Lessor represents that Lessor's Property, (including without limitation, the Leased Space), and all improvements thereto, are in compliance with all building, life/safety, disability and other laws, codes and regulations of any governmental or quasi-governmental authority. Lessee agrees that, subject to Lessor's compliance with the terms of this paragraph, any improvements constructed by Lessee on the

Property and all of the operations of Lessee within the Property shall be in compliance with all applicable laws, codes and regulations.

The foregoing conditions and indemnifications in subparagraphs 13A, 13B and 13C shall survive the expiration or earlier termination of this Lease.

14. **Quiet Enjoyment; Cooperation; Estoppel Letters**. Lessor covenants and agrees that, upon payment by Lessee of the Rent under this Lease, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Leased Space, rights, and privileges granted hereunder for the term hereby demised without hindrance or interference by Lessor or any other person. However, Lessor may lease space on the Property to third parties if such use does not hinder or interfere with Lessee's use of the Leased Space as provided hereunder.

Both parties agree to strive to maintain an amiable long-term relationship and to use best efforts to fulfill the terms and conditions of this Lease. Lessor agrees to cooperate with Lessee in any efforts by Lessee agree to secure, maintain, or renew any governmental permits or license necessary to use the Leased Space as contemplated in this Lease, and to join in any application or other document reasonably requested by Lessee.

Lessor and Lessee agree to furnish each other upon request, letters confirming whether this Lease is in full force and effect free of known defaults and such other matters concerning the status of this Lease which may be reasonably requested.

15. **Lessor Representations**. Lessor represents that it is seized of good and sufficient interest in the Property and has full authority to enter into, execute and perform its obligations under this Agreement. Lessor further covenants that there are no liens, judgments, or impediments of title on the Property.

16. **Paragraph Headings; Entire Agreement; Oral Modifications**. The section or paragraph headings contained herein are for convenience only and shall not be deemed a part of this Lease. This Lease contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties, or representations other than those contained herein, and no amendment hereto shall be valid unless made in writing and signed by authorized signatories of both of the parties hereto.

17. **Construction of Lease**. This Lease shall be construed in accordance with the laws of the State of Wisconsin. In the event that any provisions hereof shall be legally unenforceable, the remaining provisions shall nevertheless be carried into effect. The parties agree that time is of the essence with regards to the terms of this Lease.

18. **Assignment and Subleasing**. This Agreement may not be sold, assigned, or transferred at any time by Lessee except to Lessee's partners, affiliates or subsidiaries. Except as to those parties, this Agreement may not be sold, assigned, or transferred without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed. Lessee shall not sublease any portion of the Leased Space or Lessee's equipment located on the Leased Space

without the consent of Lessor. Such Lessor consent may be predicated upon the payment of additional compensation to the Lessor for such subleasing.

19. **Co-Location.** During the term of the Lease, Lessor shall retain the right to enter into additional leases on the building with other carriers.

20. **Notices.** All notices hereunder must be in writing and shall be deemed validly given when mailed by first class mail with proper postage addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

**LESSEE:**

T-Mobile Central LLC  
C/O T-Mobile USA Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator/ML93351B

**And a copy to:**

T-Mobile Central LLC  
D/B/A T-Mobile USA Inc.  
8550 West Bryn Mawr Avenue, First Floor  
Chicago, IL 60631  
Attn: Lease Administration Manager/ML93351B

**LESSOR:**

Milwaukee Board of School Directors  
Division of Facilities & Maintenance  
Attention: Senior Director of Facilities & Maintenance  
1124 North 11<sup>th</sup> Street  
Milwaukee, WI 53233

**And copies to:**

Office of the City Attorney  
City Hall, Room 80  
200 East Wells Street  
Milwaukee, WI 53202  
(414) 286-2601

Milwaukee Board of School Directors  
Attention: Contract Law Specialist  
5225 West Vliet Street, Room 160  
Milwaukee, WI 53208

21. **Successors.** This agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

22. **Lease Memorandum**. The parties agree to execute a Memorandum of Lease in recordable form intended for notification and recording to give notice to the public of the existence of this Lease. Lessee shall bear all costs of recording such Memorandum.

23. [Reserved]

24. **Broker's Commission**. The parties mutually represent and warrant that no commission or consulting fees have been paid or are payable to any real estate brokers, consultants or agents in connection with this Lease.

25. **Personal Property**. The Lessee's Equipment Shelter and all related equipment and antennas shall remain the personal property of Lessee, shall not be deemed to be permanently attached to the Leased Space, and shall be maintained and repaired solely by Lessee.

26. **Waiver of Landlord's Lien**. To the extent permitted by law, Lessor hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Lessee's Equipment Shelter and all related equipment and antennas, which shall be deemed personal property for the purposes of this agreement, regardless of whether or not the same is deemed real or personal property under applicable law.

27. **Condemnation**. In the event that all or substantially all of Lessor's Property is condemned by an authorized governmental or quasi-governmental authority, this Agreement shall terminate upon the date of the taking or police action and each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages and neither party shall have any interest in any award granted to the other. In the event of such a taking or police action, any excess prepaid rent shall be promptly repaid to Lessee.

28. **Compliance with MPS Administrative Policy**. Lessee shall fully comply with all terms and conditions of Lessor's Administrative Policy 5.03, a copy of which is attached hereto as Exhibit "F" and incorporated herein by reference.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the Milwaukee Board of School Directors, Lessor, and T-Mobile Central LLC, Lessee, have executed this documents on the date first written above.

**LESSOR:**

MILWAUKEE BOARD OF SCHOOL DIRECTORS

BY: \_\_\_\_\_

Michael Bonds, Ph.D.  
Board President

BY: \_\_\_\_\_

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

**LESSEE:**

T-MOBILE CENTRAL LLC  
A DELAWARE LIMITED LIABILITY COMPANY  
d/b/a T-MOBILE

By: \_\_\_\_\_

Kim Curtis  
Regional Director, Development

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

**Dr. Martin Luther King:**

Tax Key: 2821590110

Address: 3275 N 3RD ST

Legal Description: PIERCE'S ADDITION IN SE 1/4 SEC 8-7-22 BLOCK 5 LOTS 1 THRU 11 & VAC ALLEY ADJ

ALL THAT PARCEL OF LAND IN CITY OF MILWAUKEE, MILWAUKEE COUNTY, STATE OF WISCONSIN, ID# 282-1590-110-8, BEING KNOWN AND DESIGNATED AS FOLLOWS:

LOTS 1 THROUGH 11 IN BLOCK 5 AND THE VACATED ALLEY ADJACENT, I PIERCE'S ADDISION, IN THE SOUTHEAST 1/4 OF SECTION 8, IN TOWNHSIP 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

BY FEE SIMPLE DEED FROM RAYMOND E. STEINER AND MARY E. STEINER, HIS WIFE AS SET FORTH IN DOC # 4444662 DATED 02/07/1969 AND RECORDED 02/07/1969, MILWAUKEE COUNTY RECORDS, STATE OF WISCONSIN. (LOT 11)

BY FEE SIMPLE DEED FROM JULIUS GRINS AND OLGA GRINS, HIS WIFE AS SET FORTH IN DOC # 4441858 DATED 01/22/1969 AND RECORDED 01/23/1969, MILWAUKEE COUNTY RECORDS, STATE OF WISCONSIN. (LOT 10)

BY FEE SIMPLE DEED FROM HERBERT UPHOFF, A/K/A HERBERT S. UPHOFF AND FLORENCE M. UPHOFF, HIS WIFE AS SET FORTH IN DOC # 4441727 DATED 01/22/1969 AND RECORDED 01/22/1969, MILWAUKEE COUNTY RECORDS, STATE OF WISCONSIN. (LOT 9)

BY FEE SIMPLE DEED FROM JOHN WUSSOW, JR., AS EXECUTOR OF THE LAST WILL AND TESTAMENT OF JOHN WUSSOW AS SET FORTH IN DOC # 838630 DATED 05/12/1915 AND RECORDED 06/10/1915, MILWAUKEE COUNTY RECORDS, STATE OF WISCONSIN. (NORTH 30 FEET OF LOT 7 AND ALL OF LOT 8)

BY FEE SIMPLE DEED FROM FRANKLIN G. MAST AND AUGUSTA MAST, HUSBAND AND WIFE AS SET FORTH IN DOC # 816584 DATED 09/26/1914 AND RECORDED 10/10/1914, MILWAUKEE COUNTY RECORDS, STATE OF WISCONSIN. (LOT 6) NOTE: THE MASTS TOOK TITLE TO LOT 6 AND THE SOUTH 20 FEET OF LOT 7 IN 1906. ONLY THIS DEED CONVEYING OUT LOT 6 WAS FOUND OF RECORD.

BY FEE SIMPLE DEED FROM CARL BERGEMANN AND ANNA BERGEMANN, HUSBAND AND WIFE AS SET FORTH IN DOC # 816582 DATED 09/25/1914 AND RECORDED 10/10/1914, MILWAUKEE COUNTY RECORDS, STATE OF WISCONSIN. (LOT 5)

BY FEE SIMPLE DEED FROM AUGUST E. SCHULTZ AND LAURA SCHULTZ, HUSBAND AND WIFE AS SET FORTH IN DOC # 816583 DATED 09/25/1914 AND RECORDED 10/10/1914, MILWAUKEE COUNTY RECORDS, STATE OF WISCONSIN. (LOT 4)

BY FEE SIMPLE DEED FROM CARL SCHNIEDEMANN AND ANA SCHNIEDEMANN, HUSBAND AND WIFE AS SET FORTH IN DOC # 191029 DATED 09/16/1891 AND RECORDED 10/01/1891, MILWAUKEE COUNTY RECORDS, STATE OF WISCONSIN. (LOT 3)

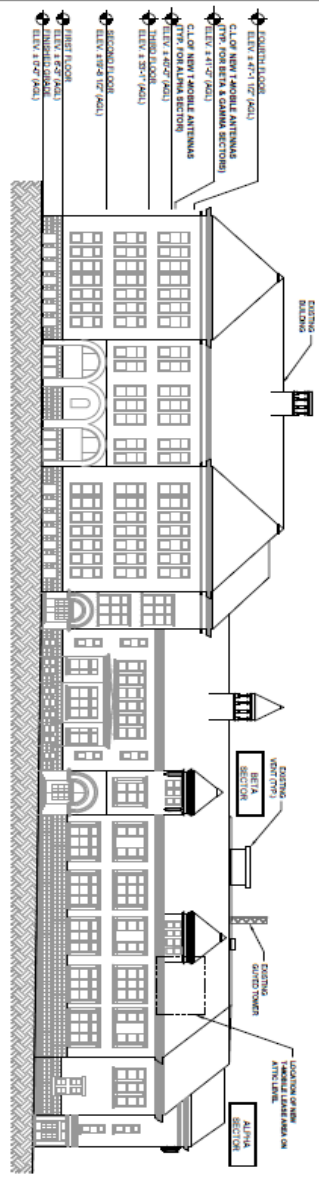
BY FEE SIMPLE DEED FROM GROTLIEB OELKE AND SOPHIE OELKE, HUSBAND AND WIFE AS SET FORTH IN DOC # 191030 DATED 09/15/1891 AND RECORDED 10/01/1891, MILWAUKEE COUNTY RECORDS, STATE OF WISCONSIN. (LOT 2)

BY FEE SIMPLE DEED FROM FRITZ BROCKMANN AND MARY BROCKMANN, HUSBAND AND WIFE AS SET FORTH IN DOC # 191031 DATED 09/15/1891 AND RECORDED 10/01/1891, MILWAUKEE COUNTY RECORDS, STATE OF WISCONSIN. (LOT 1)

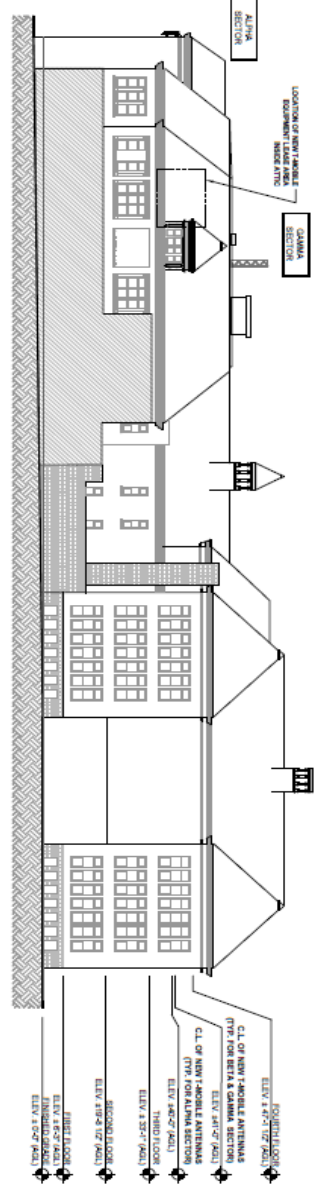








1 EAST BUILDING ELEVATION  
SCALE: 1/8" = 1'-0" (OR 1/16" = 1'-0" SHEET 202)



2 WEST BUILDING ELEVATION  
SCALE: 1/8" = 1'-0" (OR 1/16" = 1'-0" SHEET 202)

**T-Mobile**

1-MONUMENT  
3275 N 3RD STREET  
MILWAUKEE, WI 53212  
PH: 414-224-4444

ONCORIDA WIRELESS, INC.  
300 S. KANOPY ROAD  
MILWAUKEE, WI 53212  
PH: 414-224-4444

DESIGNED BY:	ARCHITECT:
ENGINEER:	DATE:

MILWAUKEE  
3275 N 3RD STREET  
MILWAUKEE, WI 53212

SITE ELEVATION

A-2

## ANTENNA AND CABLE SCHEDULE

SECTOR	ALPHA				BETA				GAMMA			
LOCATION	A-2	-	-	A-1	B-2	-	-	B-1	C-2	-	-	C-1
TECHNOLOGY	LTE	-	-	UMTS/PCS	LTE	-	-	UMTS	LTE	-	-	UMTS/PCS
AZIMUTH	0°				105°				255°			
RAD CENTER	±41'-0"				±41'-0"				±41'-0"			
COLOR CODING	RED (5-8)	-	-	RED (1-4)	GREEN (5-8)	-	-	GREEN (1-4)	BLUE (5-8)	-	-	BLUE (1-4)
MODEL #	ANDREW TMBXX-8518-A2M	-	-	ANDREW TMBXX-8518-A2M	ANDREW TMBXX-8518-A2M	-	-	ANDREW TMBXX-8518-A2M	ANDREW TMBXX-8518-A2M	-	-	ANDREW TMBXX-8518-A2M
MECHANICAL DOWNTILT	0	-	-	0	0	-	-	0	0	-	-	0
ELECTRICAL DOWNTILT	0	-	-	0	0	-	-	0	0	-	-	0
RRU TYPE	FRIG	-	-	FXFC	FRIG	-	-	FXFC	FRIG	-	-	FXFC
HCS DIA. & TYPE	1.584" HIGH CAPACITY	-	-	-	1.584" HIGH CAPACITY	-	-	-	1.584" HIGH CAPACITY	-	-	-
HCS ACTUAL LENGTH	±115'	-	-	-	±152'	-	-	-	±98'	-	-	-
HCS FACTORY LENGTH	125'	-	-	-	175'	-	-	-	125'	-	-	-
BUNDLE DIA. & TYPE	-	-	-	-	-	-	-	-	-	-	-	-
BUNDLE FACTORY LENGTH	-	-	-	-	-	-	-	-	-	-	-	-
JUMPER TYPE FROM COVP TO RRU	HYBRID JUMPER	-	-	HYBRID JUMPER	HYBRID JUMPER	-	-	HYBRID JUMPER	HYBRID JUMPER	-	-	HYBRID JUMPER
JUMPER LENGTH	8'	-	-	8'	12'	-	-	12'	12'	-	-	12'
JUMPER TYPE FROM RRU TO ANTENNA	RF JUMPER	-	-	RF JUMPER	RF JUMPER	-	-	RF JUMPER	RF JUMPER	-	-	RF JUMPER
JUMPER LENGTH	12'	-	-	12'	12'	-	-	12'	12'	-	-	12'
<b>GC TO INSTALL (1)NEW COAX CABLE FOR MICROWAVE DISH ANTENNA. APPROXIMATE LENGTH: ±125'</b>												

**EXHIBIT D**

**ANNUAL RENT PER YEAR OF LEASE**

Exhibit D: Annual Rent Per Year of Lease

Year	Dates	Annual Rent
Initial Term Year 1	7/1/2016 - 6/30/2017	\$ 27,869.19
Initial Term Year 2	7/1/2017 - 6/30/2018	\$ 28,705.27
Initial Term Year 3	7/1/2018 - 6/30/2019	\$ 29,566.42
Initial Term Year 4	7/1/2019 - 6/30/2020	\$ 30,453.42
Initial Term Year 5	7/1/2020 - 6/30/2021	\$ 31,367.02
First Option Term Year 1	7/1/2021 - 6/30/2022	\$ 32,308.03
First Option Term Year 2	7/1/2022 - 6/30/2023	\$ 33,277.27
First Option Term Year 3	7/1/2023 - 6/30/2024	\$ 34,275.59
First Option Term Year 4	7/1/2024 - 6/30/2025	\$ 35,303.86
First Option Term Year 5	7/1/2025 - 6/30/2026	\$ 36,362.97
Second Option Term Year 1	7/1/2026 - 6/30/2027	\$ 37,453.86
Second Option Term Year 2	7/1/2027 - 6/30/2028	\$ 38,577.48
Second Option Term Year 3	7/1/2028 - 6/30/2029	\$ 39,734.80
Second Option Term Year 4	7/1/2029 - 6/30/2030	\$ 40,926.85
Second Option Term Year 5	7/1/2030 - 6/30/2031	\$ 42,154.65
Third Option Term Year 1	7/1/2031 - 6/30/2032	\$ 43,419.29
Third Option Term Year 2	7/1/2032 - 6/30/2033	\$ 44,721.87
Third Option Term Year 3	7/1/2033 - 6/30/2034	\$ 46,063.52
Third Option Term Year 4	7/1/2034 - 6/30/2035	\$ 47,445.43
Third Option Term Year 5	7/1/2035 - 6/30/2036	\$ 48,868.79

## EXHIBIT E

### GENERAL STANDARDS FOR CELLULAR/WIRELESS PROVIDERS

There are a number of standard requirements that Milwaukee Public Schools' (MPS) Division of Facilities and Maintenance Services (DFMS) has developed related to cell/wireless installations on MPS properties by any potential telecommunications providers, as follows:

1. Lease Agreement: No work of any type may proceed until both MPS and the Service Provider have fully executed a lease agreement document. All comments contained herein, or in any other correspondence are to be considered as a requirement of the lessor, as reflected within the lease agreement document.
2. It is preferred that all proposed antenna for school building sites be located on the roof of the building, including all equipment. Ground mounting will only be considered on a case-by-case basis. Mounting to parapet walls above the roof may also be acceptable, provided adequate support can be assured.
3. The DFMS is responsible for overseeing maintenance work on all MPS sites, including roof replacements, masonry restorations, electrical service replacements and upgrades, etc., that may require eventual access to locations where Service equipment is being installed. Therefore, the Service Provider must cooperate with temporarily relocating their equipment upon notice from MPS, in order to accommodate the DFMS' maintenance activities.
  - A. Roof:
    - 1) All roof-mounted equipment must be securely anchored to the building's structural system and shall be installed so as not to interfere with the operation of any roof drains/flow to drains.
    - 2) In order for the DFMS to have adequate clearance space for maintenance of the existing installed roofing systems at the location of the antenna and equipment, a **minimum** of 3'-0" clear area between the roof membrane and any platform support structure is required. This will allow for our roofing crews to repair and replace the membrane as required. Once a roof location and platform size is determined, a review can be completed to determine if the clearance dimension can be reduced.
      - a) An acceptable option to the 3'-0" clearance is to have a 12" high structural curb built on the roof and flashed into the roofing system, for mounting of all equipment support framing. A metal roofing system can be installed on the curb, pitched to drain.
      - b) The area beneath the platform structure must also be kept free of equipment, cables, etc., to maintain the 3'-0" clearance. Cables shall be supported to the structure and not hang loose in order to maintain the clearance.
      - c) In the event that the existing roof system is under warranty, the Service Provider must use the original installing roofing contractor for any roof work.
  - B. Routing:
    - 1) All electrical and low voltage conduits and raceways, wiring, transmission lines, cabling, etc., must be routed below the roof and within the building interior to/from

- the desired entrance equipment location – mounting such on the exterior of the building is not allowed.
- 2) All penetrations through the roof to the equipment must be located in close proximity to the equipment, to avoid mounting electrical and low voltage conduits and raceways, wiring, transmission lines, cabling, etc. to the roof system assembly.
  - 3) All pathway routing needs to be approved in advance by MPS. All cabling and transmission lines, etc., run within the building must be plenum rated. Cabling must be supported every 8-10 feet from building structure, or as required to prevent sag or contact with existing mechanical equipment, piping, ductwork, etc.
- C. Electrical: A separate electrical service and meter is required to be provided for all required power, from WE-Energies, the local electrical utility service. MPS buildings periodically require the primary voltage to be updated and modified. Should this change or any other utility-related changes require modification to the power supply for the antenna, it shall be the responsibility of the Service Provider to provide any required modifications to your service. It is strongly suggested that a meeting be scheduled on site with representatives of WE-Energies, MPS, and the Service Provider's design firm to address the service entrance and design issues, prior to proceeding with the final project design.
- D. Telecommunications: Separate telecommunications circuits are required from AT&T, the local telecommunications utility.
4. All proposed plans and specifications for the scope of work to be provided must be submitted to the MPS Division of Facilities and Maintenance Services (DFMS) for review and approval - **no work may begin on site until the plans and specifications have been approved by MPS.** All building materials to be utilized as a part of any construction work must be provided in compliance with the DFMS' Guide Specifications, such as roofing, flashing, electrical, etc. A copy of the Guide Specifications is available upon request from the DFMS Project Specialist at (414) 283-4706.
- A. It is recommended that the Service Providers have their designers review the existing building plan drawings in the DFMS' archives, to determine existing building and structural information. Copies of documents can be provided for a nominal charge.
  - B. The Provider must make an effort to blend the design of all equipment, including the antenna structure, into the building as best as possible, so as not to draw attention to the structure, and detract from the building's appearance.
  - C. The Service Provider is responsible to provide all design and engineering work for any structural work for supporting the antennas, equipment, platforms, etc., and any proposed building modifications and new construction that would be required. Upon completion of the project, the installing contractor shall provide an inspection report or other suitable verification from the structural engineer to MPS, to confirm that the installation is correct and compliant with all details.
  - D. An on-site inspection of the proposed pathways through the building shall be conducted with MPS personnel, to identify all required areas to be accessed.
    - 1) Hazardous Materials:
      - a) Asbestos: The existing building materials may contain asbestos which, if improperly handled, could be a potential health hazard.

- 1) The presence, location, and quantity of known asbestos-containing materials are contained in the MPS Asbestos Management Plan, located in the Building Engineer's Office of each occupied MPS building. It shall be the responsibility of all Contractors involved in this project to review this document prior to proceeding with any work.
  - 2) All Contractor's employees and employees of their subcontractors who will perform work at any MPS property shall have a minimum of two (2) hour asbestos awareness training, and the associated annual refresher training course(s), regardless of their job duties. The training shall meet or exceed the requirements of 40 CFR 763 and 29 CFR 1926.1101. Proof of such training shall be provided to MPS upon request.
  - 3) If any ACM's are to be disturbed by the proposed work, the employee(s) conducting the work must have a minimum of two (2) day (16 hour) asbestos operation & maintenance training, in conformance with OSHA 1926.1101. Proof of such training shall be provided to MPS upon request. This would include any work requiring drilling, coring, or cutting through ACM's, such as plaster, drywall joint compound, floor tile, etc. The Contractor shall provide all required specialized equipment, including power tool accessories, vacuums, respirators, etc. The MPS Environmental Services Shop (414-283-4626) shall be notified at least three (3) working days in advance of any work that will disturb asbestos or ACM. **AT NO TIME SHALL ANY ACM MATERIAL BE ABATED OR REMOVED WITHOUT PRIOR APPROVAL FROM MPS.**
- 2) Lead Paint: Most painted surfaces in MPS buildings contain lead. Therefore, assume that any painted surfaces that will be disturbed shall be treated as lead-based. All debris that is generated from the painted surface from drilling, cutting, fastening, etc., shall be completely contained, gathered, and properly disposed of by the Contractor. Contact the DFMS' Environmental Services Shop #926 (414) 283-4717 with any questions
5. Building Access: Access to all equipment for maintenance and repairs must be made during normal school operation hours. Otherwise, all costs associated with opening the building for access will be paid for by the Contractor, except as provided for within the lease agreement.
  6. General Requirements:
    - A. The Service Provider and its respective contractors remain solely responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly and installations, for safety and for satisfactory performance of the Work, in accordance with all local, state and federal codes and regulations. MPS accepts no responsibility for any work associated with the project, including any damage or remedial work.
    - B. Maintenance: All maintenance and repair work required would be the responsibility of the Service Provider.
    - C. Permits/Approvals: The Service Provider would be required to obtain all permits and approvals from all regulating authorities, and be provided to MPS in writing, prior to proceeding with any work. This would include any special use permits or easements required by the City of Milwaukee. MPS accepts no responsibility for obtaining

approvals or variances for such work, and any agreement would be contingent upon notification of approval of any required permits, etc.

- D. Insurance: All contractors providing work must maintain and submit acceptable proof of the specific insurance policies in force throughout the life of any project, including Worker's Compensation, and Commercial General Liability, Automobile Liability, and Umbrella Liability Insurance – refer to the attached document, "*Contractor/Vendor Insurance Requirements*".
- E. Limit use of site and premises to allow:
- 1) MPS Occupancy.
  - 2) Work by Others and by MPS.
  - 3) Use of site and premises by public.
  - 4) Construction Operations: Limited to areas required for new construction. No area outside construction limits may be used for any purpose by the Service Providers contractor or subcontractors. Contractors shall provide temporary partitions to prevent pedestrian traffic through work area when any work is required in corridors or beyond construction operations.
    - a) Contractors shall confine their equipment, storage of materials and operations of their workmen to area of work, and shall not bring materials onto site until reasonably required for progress of Work.
    - b) Storage space will be confined to area of Work. MPS assumes no responsibility for materials stored in building or on site. Contractors assume full responsibility for damage due to storing of materials.
  - 5) Existing Facilities:
    - a) Except as specified, Contractors will not use any of the existing MPS facilities for their convenience, such as toilet rooms, lunch rooms, etc. Notice of this shall be posted for all contractors and their workers to read. Violators will be required to leave the job site.
    - b) There shall be **NO SMOKING** on MPS property at any time.
    - c) Contractors must adhere to MPS's policy and safety regulations when performing any work on or within existing facilities.
    - d) Parking: MPS will not provide parking or space for parking for Contractors and their workmen. Each Contractor shall make their own arrangements for parking.
    - e) Keys and I.D. Badges: MPS will provide access keys and I.D. badges for the Contractor's use while working in the buildings. Keys and badges must be signed for and returned. If keys or badges are not returned or are lost, building re-keying charges and a \$50.00 fee for each missing badge will be assessed. Badges must be worn by all workers at all times they are on MPS property.
    - f) Contractor shall be responsible for all site restoration work and repairs to the building for any damages or disruption related to their work, to match original condition.
  - 6) Delivery and Movement of Materials: It is the Contractor's responsibility to arrange for delivery of materials and equipment to the place of installation, and for the removal of surplus material and debris. Contractor or his agent shall be in attendance to receive delivery of materials, etc. School personnel will not accept deliveries.
  - 7) Work Sequence:

- a) MPS will occupy the premises during entire period of construction for the conduct of normal operations. The Contractors must fully cooperate with MPS' personnel to minimize conflict, and to facilitate the building's operations.
  - b) An on-site pre-construction meeting must be scheduled with representatives of the DFMS a minimum of one (1) week **prior** to Contractor mobilizing on the site – **no work may start on site until this meeting is held**. Contact the DFMS' Construction Engineer @ (414) 283-4701, to schedule the pre-construction meeting.
  - c) Any required electrical service disruptions must be scheduled and completed when the building is not occupied, and service must be fully restored before the next day's building operations. Contact the DFMS' Electric Shop @ (414) 283-4640, to schedule any power outages.
  - d) All noise-generating activities, such as demolition, work with power tools, etc., must be scheduled before or after school classes, in order to avoid disturbances of class activities.
  - e) Prior to cutting any opening in the existing roof system, the Contractor must notify the DFMS Roofing Shop, at (414) 267-8944, at least 48 hours in advance of starting work. Provide temporary watertight protection over all openings in roof system at all times by providing water cut-offs at the end of each day's work or when the weather is threatening. Failure to protect the roof deck and existing roofing system from moisture will result in the removal of all damaged materials or materials containing excessive moisture at the Contractor's expense.
- F. Safety:
- 1) At the completion of the installation work, the Contractor must provide caution signage at all roof access locations, indicating any cell antenna equipment that may be hazardous for exposure to workers in the area. This shall include signage at the proximity of any hazardous exposure location to prevent anyone from entering into the area. The signage shall include a contact phone number for contacting the cell Provider's safety personnel to provide a technician to the site with safety detection equipment whenever the potential for exposure may occur.
  - 2) The cell Provider must provide two (2) copies of all current safety and exposure guidelines and requirements with respect to their on-site equipment. One (1) copy shall remain on site in the Building Engineer's office; one (1) copy to be forwarded to the DFMS for archiving.
7. Contacts: Provide a central contact person for the duration of the design and installation work, including their name, address, and phone and fax numbers.

If you have any questions, or require additional information, please contact John Linn, DFMS Manager of Design and Construction, (414) 283-4703.

### **CONTRACTOR/VENDOR INSURANCE REQUIREMENTS**

Contractors/Vendors Providing Labor and Materials: The Contractor shall not commence Work under any Contract or Purchase Order until it has obtained all insurance required under this Article, nor shall the Contractor allow any Subcontractor or Sub-subcontractor to



commence Work on its Subcontract until all similar insurance required for the Subcontractor has been so obtained. During the term of the Contract/Purchase Order, the Contractor, Sub-subcontractor, and Subcontractor shall, at their own expense, purchase and maintain the following insurance with insurance companies with a minimum AM Best rating of A-VII.

A. Worker's Compensation Insurance: The Contractor shall maintain at its sole expense during the life of the Contract/Purchase Order, Worker's Compensation Insurance including occupational disease and employer's liability for all of its employees employed at the site of the Project and, in case any of the Work is sublet, the Contractor shall require the Subcontractor and/or the Sub-subcontractor similarly to provide Worker's Compensation Insurance for all of the Contractor's Subcontractor's or Sub-subcontractor's employees unless such employees are insured under the insurance maintained by the Contractor. In case any class of employees engaged in hazardous Work under the Contract/Purchase Order at the site of the Project is not statutorily required to be insured under the Wisconsin Worker's Compensation Statute, Chapter 102 of the Wisconsin Worker's Compensation Statutes, the Contractor shall maintain and shall cause such Sub-subcontractor and/or Subcontractor to maintain Worker's Compensation insurance coverage for the protection of its employees not otherwise protected. The Employer's Liability limits under the Worker's Compensation insurance policies shall be at least \$500,000. Worker's Compensation and Employees Liability insurance shall be modified to include a waiver of subrogation endorsement in favor of MPS.

**If applicable**, include Longshoremen, Harbor Worker's Coverage and All States coverage under all Worker's Compensation Insurance policies.

B. Commercial General Liability: The Contractor shall at its sole expense maintain during the life of the Contract such Commercial General Liability Insurance as shall protect Contractor and any Subcontractor and Sub-subcontractor performing Work covered by this contract, from claims for damages for personal injury, including bodily injury and accidental death, as well as from claims for property damages which may arise from operation under the Contract/Purchase Order, whether such operations be by self or by anyone directly or indirectly employed by either of them. The insurance and minimum liability limits shall be:

1. Commercial General Liability

General Aggregate Limit	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

2. Comprehensive Automobile Liability

Bodily Injury and Property Damage –	
Combined Single Limit	\$1,000,000

(We recommend consideration be given to requiring a minimum \$5,000,000 umbrella policy – current commercial and automobile liability limits are low. If umbrella limits are required, section would be placed here. Umbrella Limits would be \$2,000,000 each occurrence and \$2,000,000 aggregate.)

The Contractor shall require Subcontractors and Sub-subcontractors not insured under its insurance to maintain at its sole cost Worker's Compensation Insurance and insurance of the same kind for the limits specified above. The Contractor shall submit acceptable evidence of coverage of all insurance required prior to commencing any work here under and throughout the life of the project(s).

The Contractor shall maintain at its sole cost all risk property insurance on its equipment at site of Work and on route to and from site to fully protect Contractor; Contractor shall require same coverage of its Subcontractors and Sub-subcontractors. It is expressly understood and agreed that the Board and/or Architect(s)/Engineer(s) shall have no responsibility therefore for property damage to Contractor's equipment.

For Subcontractors and Sub-subcontractors, if any, not protected under the Contractor's insurance policies, the Contractor shall at its sole cost maintain insurance of such nature.

C. Property Insurance: The Contractor shall at its sole cost maintain any and all risk property insurance policies insuring negligence of workers, or other damage to Work and materials furnished by Contractor, as the property insurance exposure shall be solely borne by the Contractor until final completion and acceptance of the Project.

D. Informational Note: The Milwaukee Public Schools does **NOT** maintain property insurance coverage for any of the Work related to any Contract/Purchase Order. The Milwaukee Public Schools is essentially self-insured in this area; therefore, any request to have MPS pick up the insurance coverage in lieu of the persons involved with any Contract/Purchase Order will not be accepted. Any uninsured losses will be administered as an extra to the Contract Agreement.

The Contractor shall take special precautions to comply with worker's compensation statutory provisions. Independent Contractors who are sole proprietors or partnerships and are required to maintain at its sole cost Worker's Compensation Insurance. In no case will the Board be responsible for any non-coverage situation.

Since the Board requires contractors and subcontractors to maintain property insurance coverage as noted above, the following are explicitly not the responsibility of MPS:

1. The Board **WILL NOT** be responsible for All Risk for materials stored on the site to be incorporated in the Work.
2. The Board **WILL NOT** be responsible for losses due to glass and plastic glazing breakage caused by vandalism to the Work prior to final payment.

3. The Board **WILL NOT** be responsible for payment of professional fees required for services rendered which are directly related to any loss under any Contractor's insurance policy.

4. The Board **WILL NOT** insure equipment such as tools owned by mechanics or tools, sheds, hoists, canvasses, tarpaulins, mixers, scaffolding, staging, towers, etc., owned or rented by the Contractor, or similar property not extended in the completion of, or to become a permanent part of the installation or structure. The Contractor may maintain such additional property insurance as they may deem necessary to protect their equipment and property (i.e. theft, collapse, special hazards, etc.).

5. The Board **WILL NOT** assume responsibility for worker's compensation claims beyond its direct employees.

**NOTE: All Contractor's and Subcontractor's Property Insurance** policies shall include the interests of MPS, the Contractor, the Subcontractor, and Sub-subcontractors in the Work and shall provide all risk property insurance. Before services are commenced and any payment is rendered, Contractor must provide MPS with acceptable certificates of insurance evidencing all of the insurance coverage required herein including for any sub-contractors.

**Contractors/Vendors Providing Materials ONLY:**

Contractors and Vendors providing materials only must comply with the same insurance requirements noted above.

## EXHIBIT F

### MPS ADMINISTRATIVE POLICY 5.03

#### ADMINISTRATIVE POLICIES OF THE MILWAUKEE PUBLIC SCHOOLS

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### ADMINISTRATIVE POLICY 5.03 WIRELESS COMMUNICATION FACILITIES

#### (1) DEFINITIONS

(a) "Wireless communications" shall mean any personal wireless services as defined in the Telecommunications Act of 1996, which includes FCC-licensed commercial wireless telecommunications services, including cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging, and similar services that currently exist or that may in the future be developed.

(b) "Wireless communication facility" (WCF) shall mean any unstaffed facility for the transmission and/or reception of wireless telecommunications services, usually consisting of an antenna array, connection cables, and equipment facility, and a support structure to achieve the necessary elevation.

(c) "Attached wireless communication facility" (Attached WCF) shall mean an antenna array that is attached to an existing building or structure (attachment structure), which structures shall include, but not be limited to, utility poles, signs, or water towers, with any accompanying pole or device (attachment device) which attaches the antenna array to the existing building or structure and associated connection cables, and an equipment facility, which may be located either inside or outside of the attachment structure.

#### (2) STATEMENT OF POLICY

(a) Milwaukee Public Schools may allow the use of district property and/or facilities for siting wireless communication facilities for commercial mobile services and wireless common carrier access exchange services, as defined by Federal law and Federal regulations, as long as the WCF does not disrupt or unnecessarily interfere with the primary function served by the district-owned land or building space. The Division of Facilities and Maintenance Services may negotiate with service providers to develop lease agreements to place wireless facilities on school buildings, towers and other district properties.

(b) It is declared to be the policy of the Milwaukee Board of School Directors to impose and collect a rental fee in all cases involving the installation of a WCF on district-owned land or building space. The rental fee to be charged shall also take into account the cost to the district for utilities, maintenance, and services, where applicable. Nothing shall be deemed to prohibit the district from accepting a valuable consideration from the provider in lieu of the usual and customary rental payment.

(c) Negotiations with WCF providers shall be in accordance with district policies affecting property management, reuse, and disposition, and the following guidelines and requirements.

#### (3) GUIDELINES FOR PROPOSALS

All lease agreements between the district and providers of wireless communications services for the placement of a WCF on district-owned land or building space must conform to the following guidelines:

##### (a) Reimbursement of costs

The district shall charge an initial non-refundable fee of \$1,000 to the entity proposing placement of a WCF on district-owned land or building space as reimbursement for review services, testing, site evaluations, and construction monitoring (including site preparation, restoration, and other required services such as filing permits, easements, review of electromagnetic frequency radiation, and conformance with ANSI standards).

**(b) Lease Fees**

The Division of Facilities and Maintenance Services shall negotiate the terms of the lease. The lease fees shall, at a minimum, cover all district expenses. Any revenue generated by the lease fees at school sites that exceed district expenses shall be placed in the local school budget. All lease fees generated at non-school sites shall be placed in the Construction Fund.

**(c) Landscaping**

The WCF shall be landscaped to meet generally accepted landscape guidelines required by the Division of Facilities and Maintenance Services. Existing mature tree growth and natural land forms on the site shall be preserved, provided, however, that vegetation that causes interference with the antennas or inhibits access to the equipment facility may be trimmed. Existing vegetation on site may be used in lieu of required landscaping where approved by the district. The district may require a tree protection plan for mature trees and/or compensation for trees that are removed.

**(d) Ecosystem Disruption**

The WCF should not disrupt any endangered ecosystem or area where irreplaceable trees or other vegetation exists. If any ecosystem is disrupted, the district has the option of requiring that an ecologically similar system designed to the district's specifications be re-established at a site of the district's choosing. The district may refuse the WCF if mutual agreement cannot be reached on this matter.

**(e) Aesthetics/Placement, Materials, and Colors.**

1. Attached WCFs which are significantly visible to the adjacent residences shall be designed so as to blend in with the existing structure, including placement in a location which is consistent with proper functioning of the WCF, and the use of compatible or neutral colors.
2. Attached WCFs which are significantly visible to adjacent residences and which have aesthetic impacts that are not able to be reasonably mitigated by placement and color solutions can be required to be screened.
3. WCFs with support structures shall be designed so as to blend in with the existing surroundings, including the use of compatible colors.
4. Equipment Facilities shall use materials, colors and textures that will blend with the natural setting and built environment.

**(f) Lighting**

WCFs shall not be artificially lighted, except for:

1. security and safety lighting of equipment buildings if such lighting is appropriately downshielded to keep light within the boundaries of the site; and
2. such lighting of the WCF as may be required by the Federal Aviation Administration or other applicable authority, installed in a manner to minimize impacts on adjacent residences.

**(g) Noise**

No equipment shall be operated at a WCF so as to produce noise in excess of the applicable noise standards under local zoning ordinances, except for in emergency situations requiring the use of a backup generator, where the noise standards may be exceeded on a temporary basis. Applicants for WCFs shall be required to provide information on the projected noise of the facility and how this meets the applicable noise standard.

**(h) Security Fencing**

WCFs with support structures shall be enclosed by a security fence not less than six feet in height, and the support structure shall be equipped with an appropriate anti-climbing device, provided,



however, that the governing authority may waive such requirements, as it deems appropriate; however, nothing herein shall prevent security fencing which is necessary to meet other requirements of municipal, state, or federal agencies. The district may require special features on fencing, including a specified color and type, and may also require landscaping to enhance the aesthetic quality of the fencing.

**(i) Radio Frequency Emissions**

The Federal Telecommunications Act of 1996 gives the FCC sole jurisdiction of the field of regulation of radio frequency emissions, and WCFs which meet the FCC standards shall not be conditioned or denied on the basis of RF impacts. In order to provide information to our citizens, copies of ongoing FCC information concerning WCFs and radio frequency emission standards shall be made available. Applicants for WCFs shall be required to provide information on the projected power density of the facility and how this meets the FCC standards. The district may require independent verification at the applicant's cost. The district may require additional review and testing of any antennas that are added after initial installation or if there are power upgrades or frequency changes.

**(j) Structural Integrity**

WCFs with support structures must be constructed to meet applicable federal, state and municipal codes, ordinances, and regulations. The Division of Facilities and Maintenance Services shall have authority to inspect the structural integrity of the WCF and Support Structures.

**(k) Maintenance**

The WCF provider shall maintain the WCF. Such maintenance shall include, but not be limited to, painting, structural integrity, and landscaping. In the event that the provider fails to maintain the WCF to adequately address visual impacts or public safety, the district may undertake the maintenance at the expense of the provider or may terminate the lease agreement.

**(4) SHARED FACILITIES AND CO-LOCATION POLICY**

FCC licensed wireless communication providers are encouraged to construct and site their WCFs with a view towards sharing facilities with other utilities, towards co-location with other existing WCFs, and towards accommodating the future co-location of other future WCFs. An FCC-licensed wireless communication provider proposing a new WCF with a Support Structure shall demonstrate that it has made a reasonable attempt to find a co-location site acceptable to engineering standards and that none was practically or economically feasible.

**(5) REMOVAL OF ABANDONED WCFs**

(a) At such time that a WCF provider plans to abandon or discontinue, or is required to discontinue, the operation of a WCF, such provider shall notify the Division of Facilities and Maintenance Services in writing of the proposed date of abandonment or discontinuation of operations. In the event that the provider fails to give such notice, the WCF shall be considered abandoned if it is not operated for a continuous period of twelve (12) months.

(b) Upon abandonment or discontinuation of use, the provider shall physically remove the WCF within ninety (90) days from the date of abandonment or discontinuation of use. "Physically remove" shall include, but not be limited to, removal of antennae, mounts, equipment cabinets, and security barriers from the subject property and restoration of the location of the WCF to its natural condition. If such WCF is not removed within said ninety (90) days in accordance with the above, the school district may remove such WCF at the owner's expense.

(c) If there are two or more users of a single WCF, then this provision shall not become effective until all users cease using the WCF.

**(6) OTHER SIMILAR INSTALLATIONS**

The district may apply applicable guidelines from this policy to the consideration of proposals to site similar communications installations, such as above- or below-ground wire and fiber optic media, on district-owned land or building space, provided that no specific policy regarding such installations exists.

**(7) TERMINATION FOR BREACH**

The district shall have the right to terminate the lease agreement in the event that the wireless communications provider defaults in the performance of any of the responsibilities contained in this policy, including but not limited to non-payment, damage to property, or interference with the district's use of the property or facility.

**History:** Adopted 11-27-01; Revised 10-28-03

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