

**AMENDED BUS SHELTER
ELECTRICAL SERVICES AGREEMENT**

THIS AGREEMENT, By and between Clear Channel Outdoor, Milwaukee Division, hereinafter known as "Company", Milwaukee Transport Services, hereinafter known as "MTS", and the City of Milwaukee, hereinafter known as "City";

WITNESSETH:

IN CONSIDERATION of the sum of One Dollar (\$1.00) to each party in hand paid by the others, receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained.

WHEREAS, The Company has entered or will enter into a separate agreement with MTS which allows the Company to install, on behalf of MTS, advertising bus shelters at designated bus stops throughout the city of Milwaukee; and

WHEREAS, In return for this privilege, the Company has agreed to, among other things, fund the cost of initial installation and to assume responsibility for ongoing maintenance of the advertising bus shelters; and

WHEREAS, By adoption of resolution number 980393 on October 9, 1998, the City of Milwaukee has authorized placement of up to 50 advertising bus shelters in public rights-of-way on a pilot project basis; and

WHEREAS, Resolution number 980393 establishes a variety of standards and restrictions governing the placement, maintenance and operation of advertising bus shelters in City rights-of-way; and

WHEREAS, Among the standards and restrictions is a two year limit from the date of installation on the time the advertising shelters can remain in place without further Common Council action; and

WHEREAS, The initial installation of the advertising bus shelters was delayed because of complications in securing the necessary electrical power to illuminate the shelters and their associated advertising; and

WHEREAS, On March 28, 2001, the City of Milwaukee adopted resolution number 001569 which authorized City Officials to enter into an Electrical Services Agreement with Eller Media Company, Company's predecessor; and

WHEREAS, The Electrical Services Agreement allows Company to connect its advertising bus shelters to City street light circuitry under certain conditions; and

WHEREAS, The agreement further requires the Company to assume all costs associated with (1) connecting the shelters to City circuitry, (2) ongoing electrical usage, and (3) any required maintenance or repairs; and

WHEREAS, The two-year period allowed for the first 50 advertising bus shelters will expire in fall 2003; and

WHEREAS, It is the intent of the City to (1) eliminate the sunset provision applicable to the 50 advertising bus shelters installed per Common Council file number 980393, (2) allow installation of advertising bus shelters at any and all locations found to be acceptable under normal public right-of-way permitting criteria, (3) extend the standards for such shelters set out in CC file

number 980393 to any additional shelters that may be installed, (4) allow any additional shelters to be connected to City street light circuitry when feasible, (5) require the Company to pay for all costs associated with electrical connections, energy consumption, and any needed repair/maintenance of the electrical connections, and (6) ensure that if the responsibilities of Company are ever assumed by another private entity, or by MTS, that the successor fulfills all the obligations and responsibilities herein assigned to Company;

NOW, THEREFORE, In consideration of these premises and the mutual benefits herein accruing and for other good and valuable considerations,

IT IS AGREED, By and between the parties hereto that:

1. Applicability

Subject agreement applies to all advertising bus shelters installed within the city of Milwaukee by the Company under the terms of Common Council file number 980393 as well as to any advertising shelters the Company may install after the effective date of this agreement.

2. Rescission of Previous Agreement

Company and City hereby agree that Department of Public Works contract number C514010510 (Bus Shelter Electrical Services Agreement dated April 4, 2001) is terminated as of the effective date of this agreement.

3. Responsible Parties and Assignment of Responsibilities

It is understood and agreed that MTS is ultimately responsible for the shelters installed per this agreement. Under the terms of a separate agreement between MTS and the Company, the Company will act as MTS's agent and will fulfill the installation, maintenance, and operation obligations outlined herein. The Company may assign its obligations and responsibilities to another entity upon the written approval of the City's Commissioner of Public Works and MTS's Executive Director. In the case of such assignment, MTS will still retain its ultimate responsibility for maintenance and operation of the shelters in accord with the terms and conditions of this agreement.

4. Term

This agreement shall expire upon the expiration of Company's, or any approved assignee's, agreement with MTS. However, in such event, MTS shall be obligated to fulfill all the responsibilities and obligations of the Company as outlined herein.

5. Connection to City Facilities

City shall allow Company to connect advertising bus shelters to City's street light circuitry whenever multiple or outlet circuitry is available and whenever, in the sole judgement of the Commissioner of Public Works, such connection can be made without compromising the effectiveness and reliability of the City's street light system. Whenever an outlet connection or connection to street light circuitry are both technically feasible, the Commissioner shall determine which source to use.

6. Funding Obligation

Company agrees to provide all funds required to connect its advertising bus shelters to City of Milwaukee street lighting electrical circuitry. This obligation includes the cost of City force work and materials as well as any direct costs the Company may incur. In

addition, Company agrees to reimburse the City on an annual basis for the cost of electricity consumed to power the bus shelters connected to City facilities. Finally, Company agrees to assume all costs associated with any required maintenance of or repairs to the system of electrical alterations and connections encompassed by this agreement.

7. Permits Required

All work performed in the public right-of-way by the Company or its agents related to the installation of, and making electrical service connections to, advertising bus shelters shall be subject to normal City of Milwaukee permitting procedures and standards. Company shall pay the City a fee of \$100 per shelter to cover Department of Public Works' administrative costs associated with review and issuance of the permit. Company shall also be responsible for normal City permit fees that may apply including, but not limited to, electrical permit fees.

8. Advertising Bus Shelter Locations

The proposed location of all advertising bus shelters shall be reviewed and approved by the City of Milwaukee Department of Public Works using its normal procedures and standards. When a bus shelter will be located in a designated special area such as a Historic District or an Urban Renewal District, approval from the appropriate body or agency shall also be required

9. Shelters Connected to Outlets

When the Commissioner of Public Works determines that an outlet connection is the preferred power source:

- a. The Company shall seek authorization to use the outlet from the Business Improvement District that controls its use. Such authorization shall include a plan to reimburse the BID for the cost of electrical energy consumption.
- b. The Company shall install conduit and related equipment in the sidewalk area between the shelter and the affected light pole, shall make the electrical connections at the shelter, and shall run wire through the conduit.
- c. Department of Public Works forces shall make the electrical alterations and connections at the outlet.

10. Shelters Connected to Street Light Circuitry

When the Commissioner of Public Works determines that street light circuitry is the preferred power source:

- a. The Company shall install conduit and related equipment in the sidewalk area between the shelter and the affected light pole, shall make the electrical connections at the shelter, and shall run wire through the conduit.
- b. Department of Public Works forces shall make the electrical alterations and connections at the street light.

11. Annual Electrical Charges

The Department of Public Works shall, on an annual basis, bill the Company for the cost of electricity consumed to illuminate the advertising bus shelters connected to City street light circuitry. The bill shall be based upon actual usage and the General Secondary Rate established by WE Energies and in effect as of January 1st of each year. The annual cost of shelter electric usage shall be determined using the following formula:

$$\text{Annual Charge per Shelter} = B \times A \times V / 1000 \times E \quad \text{where}$$

“B” is the burn hours per shelter for the year

“A” is amps

“V” is volts

“E” is the January 1 General Secondary Rate for electricity

12. Installation, Operation, and Maintenance/Repair Procedures and Funding Therefor

Installation, operation, and maintenance/repair of advertising bus shelters shall be performed and funded as follows:

- a. **Initial Installation of Shelters.** Prior to any work being performed by the City or by the Company or its agents, the Company or its agents shall make a cash deposit with the City in an amount to be determined through the permit review process. Actual costs incurred by the City in excess of deposited amounts shall be billed to the Company. Any portion of Company's deposit remaining at the completion of all work and upon final billing therefor shall be refunded. Further details regarding procedures and costs for initial connection of bus shelters to City power are outlined in Exhibit “A”.
- b. **Annual Charge for Electricity.** City shall calculate the annual charge for electrical usage each January for the previous year. A bill for the total annual amount due for all advertising bus shelters covered by this agreement shall be sent to the Company on or about February 1 of each year. Company shall pay the full amount due within 30 days.
- c. **Required Maintenance or Repairs.** City shall bill Company for all actual costs realized in the performance of maintenance or repair work. Company shall pay the full amount due within 30 days. Further details regarding maintenance responsibilities and costs therefor are outlined in Exhibit “B”.

13. General Standards for Advertising Bus Shelters

The following standards apply to all advertising bus shelters installed under the terms of this agreement or under the terms of Common Council resolution number 980393.

- a. Advertising of tobacco and alcohol products is strictly prohibited.
- b. Advertising shall be limited to not more than one 2-sided illuminated advertising panel per shelter.
- c. At least 5% of the advertising panels shall be made available at no cost (other than production and installation costs) to local non-profit organizations for public service messages.
- d. At the request of the Milwaukee Arts Board, up to 5% of the advertising panels shall be made available at no cost (other than production and installation costs) to local

artists for the purpose of artistic displays. The Arts Board shall only request use of advertising panels after it has pre-approved specific art work.

- e. All bus shelters shall be maintained in a clean and graffiti-free condition by the Company, or its assignee, at no cost to the City.
- f. Property owners abutting the location of any bus shelter proposed for installation under the terms of this agreement shall be notified by the Company prior to the issuance of a permit therefor by the City. Notices shall include the name and phone number of the local alderman and the name and phone number of the Department of Public Works contact person. Approval of the proposed bus shelter by the affected City alderman shall be required before a permit may be issued. If the Commissioner of Public Works determines that the proposed location of a bus shelter denied by the local alderman would not conflict with public infrastructure and would not create any public safety concerns, the Company may appeal the local alderman's denial of the bus shelter to the full Common Council.

14. City Ordinances and Regulations

It is understood and agreed by the parties hereto that this agreement is subject to all City ordinances and regulations and nothing herein shall be deemed to waive or supercede such requirements.

SIGNATURE PAGES

THIS AGREEMENT, drafted by the City of Milwaukee, shall be binding upon the Company, MTS, and the City as well as upon their successors and assigns.

COMPANY SIGNATURES

IN WITNESS WHEREOF, the Company has caused this document to
be signed and sealed this ____ day of _____, 2003.

Company

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2003,
who executed the foregoing instrument, and acknowledged that they executed the
same.

Notary Public, State of Wisconsin

My Commission expires: _____.

MTS SIGNATURES

IN WITNESS WHEREOF, MTS has caused this document to
be signed and sealed this _____ day of _____, 2003.

MTS

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2003,
who executed the foregoing instrument, and acknowledged that they executed the
same.

Notary Public, State of Wisconsin

My Commission expires:_____.

CITY SIGNATURES

IN WITNESS WHEREOF, the proper City Officers have caused this document to be signed and the City's seal to be affixed this _____ day of _____, 2003.

CITY OF MILWAUKEE

Mariano A. Schifalacqua
Commissioner of Public Works

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2003,
Mariano A. Schifalacqua, Commissioner of Public Works of the City of Milwaukee, a municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Commissioner of Public Works of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, its authority, and pursuant to Resolution File No. 001391 adopted _____, 2003.

Notary Public, State of Wisconsin

My Commission expires: _____.

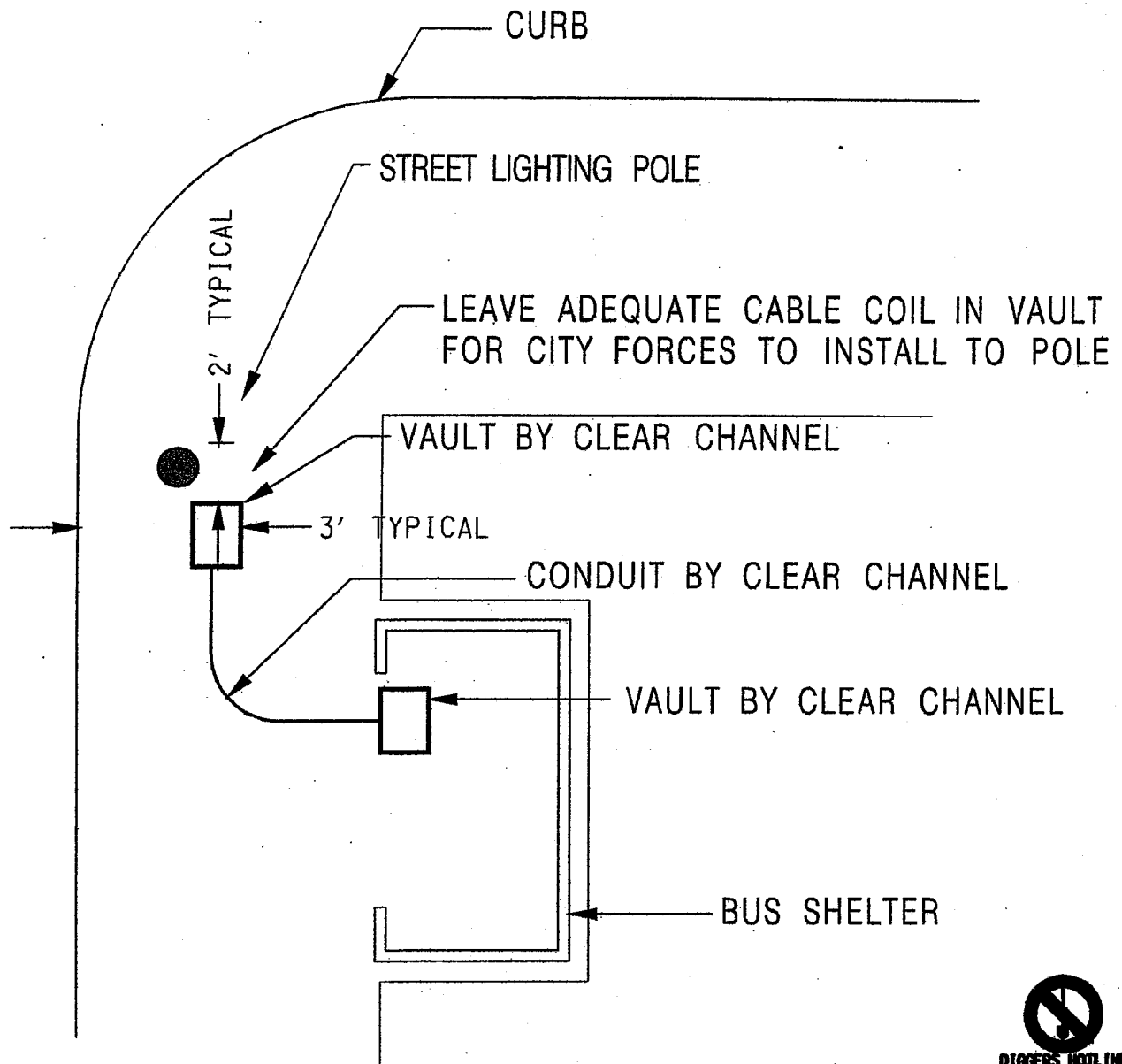
EXHIBIT "A"

INSTALLATION

- The Streetlighting Section of the DPW Infrastructure Services Division must be contacted prior to any bus shelter installation to determine the availability and capacity of City circuitry at the proposed location. Where street lights are powered through series circuitry, connection of a bus shelter to that circuitry is not possible. Only where multiple circuits or outlet circuits exist can a connection be made.
- Applicable City permits must be obtained for any new bus shelter regardless of whether the shelter will be connected to City street light circuitry. City fees for its work in conjunction with shelter installation will be determined during the permit review process. Any relocation of City facilities or other complications caused by the bus shelter installation will increase the fee amount.
- The Company will be responsible for complete installation of all wiring up to the street light unit feeding a particular shelter and for removal of pavement around the base of the light pole. City will terminate the cable with a fuse holder in the street light pole and install the fuse. Cable size will be determined through the permit process. All materials, equipment, components and parts necessary for the installation are the responsibility of the Company. Cable shall be terminated in a vault installed by the Company except when the affected light pole is located in a grass area. Company is responsible for restoring any pavement removed from around the base of a light pole and for all restoration of pavement or other improvements damaged while making the power connection. (See attached diagrams illustrating the connection requirements outlined above.)
- The Streetlighting Section requires a two-week advance notice prior to installation for each proposed bus shelter location so that necessary drawings can be completed and work crews can be scheduled.
- Company shall be responsible for monitoring bus shelters to ensure that proper operation is occurring.
- Company shall give the City cable marking tags that can be attached to the connection point between bus shelter cable and City circuitry. The tags should be indelibly marked "Bus Shelter Electric". Company shall mark "Bus Shelter Electric" on the covers of any vaults installed by Company.
- The Company shall be solely responsible for installation of any transformer equipment required to obtain proper voltage to power the shelters as well as for any costs associated with disconnect equipment and fuses at the vault.

USE VAULT SYSTEM IN FULLWALK AREAS

8.5 x 11



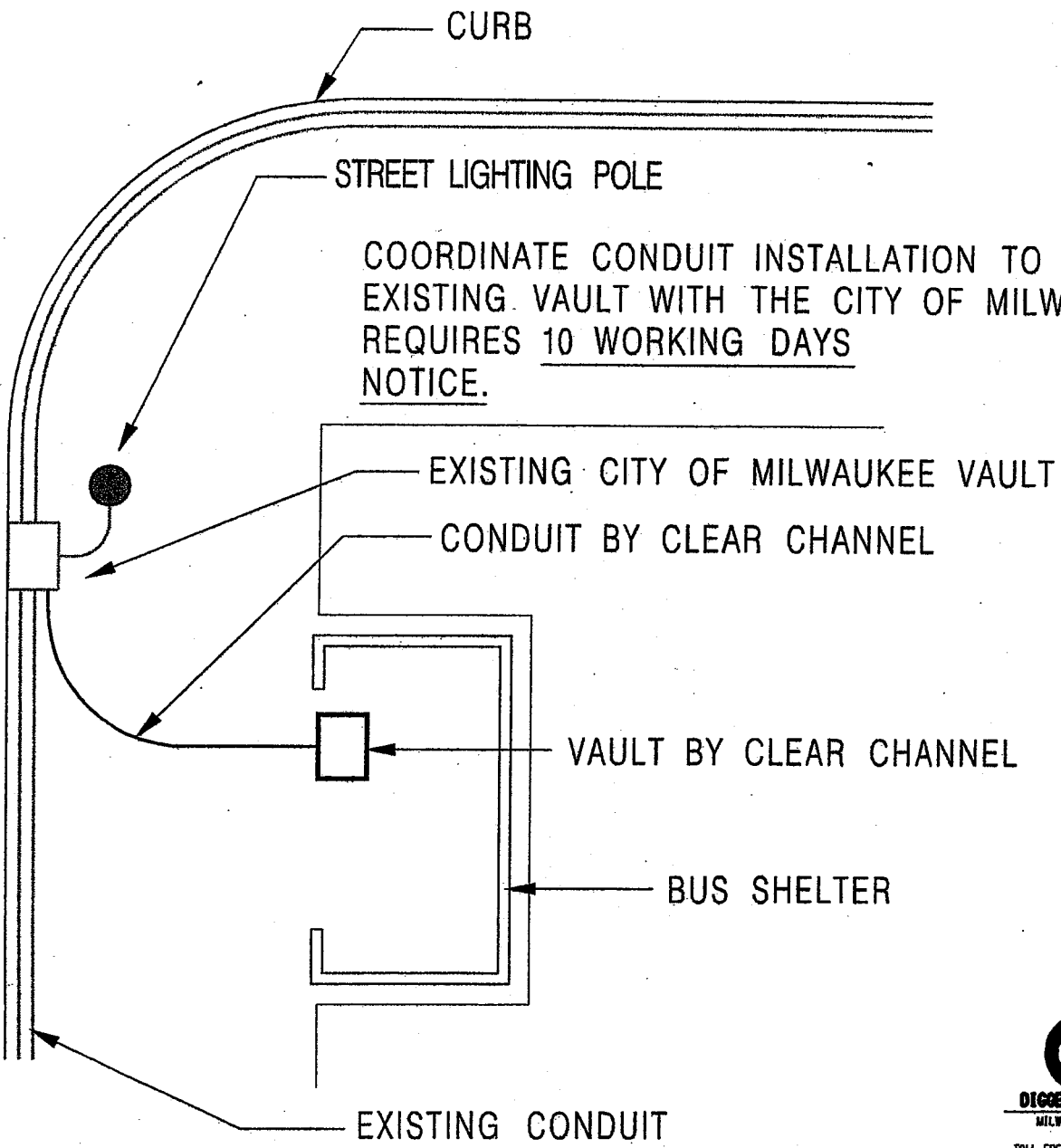
CONCRETE / SOD REMOVAL AND RESTORATION BY CONTRACTOR

OFFICIAL NOTICE NO. PROJECT NO.

	CITY OF MILWAUKEE D.P.W. TRANSPORTATION SECTION INFRASTRUCTURE SERVICES DIVISION			
	STREET LIGHTING			
TRAFFIC	J.O.#	W.O.		
DATE SIGNED	CONNECTING CONDUIT TO A NEW VAULT			
COMMUNICATIONS				
DATE SIGNED				
REVISION				
<input type="checkbox"/>	DRAWN BY DK	DESIGNED BY DK	CHECKED BY	APPROVED BY
<input type="checkbox"/>	DATE SIGNED 01-23-03	DATE SIGNED 01-23-03	DATE SIGNED	DATE SIGNED
<input type="checkbox"/>	SCALE: NOT TO SCALE		DRG.#	
<input type="checkbox"/>	REVISION BY:	REVISED DATE:	SHEET OF	

USE CONDUIT TO EXISTING VAULT SYSTEM


8.5 x 11



COORDINATE CONDUIT INSTALLATION TO EXISTING VAULT WITH THE CITY OF MILWAUKEE. REQUIRES 10 WORKING DAYS NOTICE.

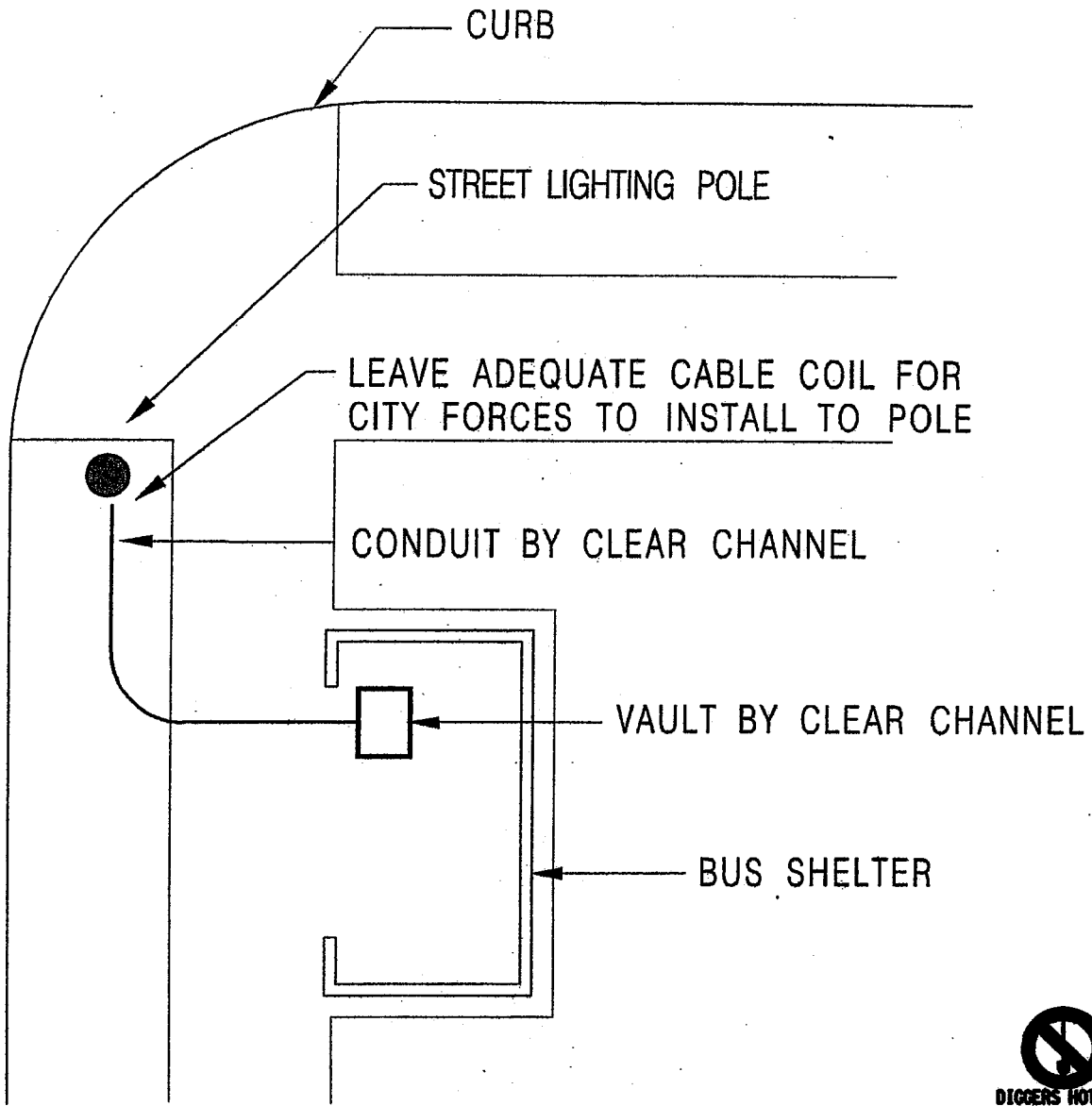


CONCRETE /SOD REMOVAL AND RESTORATION BY CONTRACTOR

OFFICIAL NOTICE NO.		PROJECT NO.	
 CITY OF MILWAUKEE D.P.W. TRANSPORTATION SECTION INFRASTRUCTURE SERVICES DIVISION STREET LIGHTING			
TRAFFIC		J.O.#	W.O.
CONNECTING INTO A EXISTING VAULT SYSTEM			
DATE SIGNED	DESIGNED BY	CHECKED BY	APPROVED BY
COMMUNICATIONS	DK	DK	
DATE SIGNED	DATE SIGNED	DATE SIGNED	DATE SIGNED
	01-23-03	01-23-03	
REVISION	SCALE: NOT TO SCALE	DRG.#	
<input type="checkbox"/>	REVISION	REVISION DATE	SHEET OF

USE CONDUIT TO BASE OF POLE IN GRASS AREAS

8.5 x 11



CONCRETE /SOD REMOVAL
AND RESTORATION
BY CONTRACTOR

OFFICIAL NOTICE NO. PROJECT NO.


	CITY OF MILWAUKEE D.P.W. TRANSPORTATION SECTION INFRASTRUCTURE SERVICES DIVISION			
	STREET LIGHTING			
TRAFFIC	J.O.#	W.O.		
DATE SIGNED	CONDUIT TO BASE OF POLE WITH CABLE COIL			
COMMUNICATIONS				
DATE SIGNED				
REVISION				
<input type="checkbox"/>	DRAWN BY DK	DESIGNED BY DK	CHECKED BY	APPROVED BY
<input type="checkbox"/>	DATE SIGNED 01-23-03	DATE SIGNED 01-23-03	DATE SIGNED	DATE SIGNED
<input type="checkbox"/>	SCALE: NOT TO SCALE		DRG.#	
<input type="checkbox"/>	REVISED BY	REVISED DATE	SHEET OF	

EXHIBIT "B"

MAINTENANCE

- Company shall be responsible for maintenance, repair and replacement as needed of all electrical components within any bus shelter and from it to the point of connection with a City street light. Bus shelter wires/cables must be disconnected from City street lighting circuits prior to any Company performed maintenance. Company shall be responsible for obtaining Digger's Hotline services prior to undertaking any repairs that require excavation.
- Company shall be responsible for monitoring performance of bus shelter lighting. In the event a bus shelter does not light, the Company shall be responsible for determining the cause of the problem. City shall only be called when it has been determined that no power is coming from the applicable City street light.
- City will treat bus shelter lighting problems as a lower priority than problems with its street lights. That means repairs required to correct a bus shelter lighting problem will only occur when there are no problems with City street lights needing immediate attention.
- Repairs to or replacement of bus shelters necessitated by vandalism or accidents shall be the sole responsibility of the Company.
- When the City undertakes a paving, water main, sewer line or similar project that will affect a bus shelter, Company shall be responsible for temporary removal of the shelter as well as for reinstalling it. With the exception of a fuse at the point of connection, Company shall be responsible for providing any required replacement materials and equipment needed for reinstallation. Company shall also mark its underground cable location whenever a Digger's Hotline request is made in conjunction with any public or private work or excavation planned in the vicinity of a bus shelter.