

**ACTION ON A REQUEST TO APPROVE THE SECOND AMENDMENT TO EXTEND THE LEASE AGREEMENT WITH CARMEN HIGH SCHOOL OF SCIENCE AND TECHNOLOGY AT THE NORTHWEST SECONDARY SCHOOL BUILDING LOCATED AT 5496 NORTH 72ND STREET**

**FIRST AMENDMENT TO LEASE  
BETWEEN  
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS  
AND  
CARMEN HIGH SCHOOL OF SCIENCE AND TECHNOLOGY  
AT  
NORTHWEST SECONDARY SCHOOL**

**THIS FIRST AMENDMENT TO LEASE** (“First Amendment”) is made as of the 21 day of ~~December~~ 2017, by and between **THE MILWAUKEE BOARD OF SCHOOL DIRECTORS** (hereinafter “the Board”) and **CARMEN HIGH SCHOOL OF SCIENCE AND TECHNOLOGY** (hereinafter “Lessee”).

**RECITALS**

**WHEREAS**, the Board and Lessee entered into that certain Lease dated November 30, 2012; and

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

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

1. Section 1.a of the Lease is hereby amended as follows:  
“Year Four and Year Five: Entire Building will be utilized” is hereby deleted and replaced with “Year Four: Entire Building will be utilized. Year Five and Year Six: 133,509 square feet of space as shown in Exhibit A will be utilized.”
2. Section 2 of the Lease is hereby deleted and replaced with the following:  
  
2. TERM: The term shall commence on July 15, 2013 and will terminate on June 30, 2019, except either party may terminate the lease by providing the other party 60 day written notice of termination. No notice of termination may be given more than 60 days prior to the end of the academic year. Upon termination, Lessee shall vacate the premises in a manner consistent with the terms and conditions of the Lease.
3. Section 3 of the Lease is hereby deleted and replaced with the following:  
  
3. EXTENSION OF LEASE: The term of this Lease may be extended beyond June 30, 2019 (the “First Extension Period”), provided (i) Carmen has provided the Board written notice of its desire to extend the term of the Lease at least 90 days prior to the end of the Term; (ii) Carmen has received an extension or renewal of its charter contract (the “Charter

Extension”), and (iii) the Board and Carmen have mutually agreed to extend the Lease, then the term of the Lease shall be extended for a period of time not to exceed the length of the Charter Extension. All terms and conditions of this Lease will remain in full effect during the First Extension Period.

4. Section 6.a is hereby deleted and replaced with the following:
  - a. Year one: \$188,100. Year two: \$376,200. Year three: \$564,300. Year four \$752,400. Year five: \$639,540. Year six: \$639,540. Rent shall be payable in twelve (12) equal monthly payments.

5. Section 6.e is hereby added to the Lease:

- e. Lessee shall receive rent credits based upon Lessee’s completion of Eligible Capital Improvements. Eligible Capital Improvements are defined as items the Board would routinely recognize as refurbishment of existing wall, ceiling, and/or floor finishes; replacement of existing mechanical, electrical, or plumbing systems and/or fixtures. Any change in use modifications including the installation or removal of walls to increase or decrease room sizes will not be considered Eligible Capital Improvements unless an exception is approved by the Board. The rent credit for a particular Eligible Capital Improvement shall be based on the total cost of the Eligible Capital Improvement, amortized over the term of this Lease that remains after the completion of the Eligible Capital Improvement

6. Section 13 is hereby deleted and replaced with the following:

13. ALTERATIONS: Lessee shall make no alterations to the leased space without first obtaining the Board’s written consent which shall not be unreasonably withheld. Should the Lessee desire changes to the leased space, all such work shall be designed and completed by Lessee in accordance with the Board’s guide specs. The Board will approve or deny the Lessee’s request within 60 days of receipt, however the Board will endeavor to approve or deny less complicated proposed alterations in a more expeditious manner. Lessee shall be allowed to provide and install interior signage within the leased space. Lessee, at Lessee’s expense, shall be allowed to provide and install exterior signage provided such exterior signage complies with all applicable laws and regulations. In addition to any other required approvals, all of Lessee’s requests for exterior signage must be approved or denied by the Board within 30 days of receipt and shall not be unreasonably withheld. When approving any alterations proposed by Lessee, Board shall indicate whether Lessee shall be required to remove the improvement at the expiration or termination of the Lease. All such changes will be at the Lessee’s expense. All approved alterations to the leased space shall remain for the benefit of the Board.

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

[Signatures appear on following page]

Signature Page to First Amendment of Lease Agreement Between  
the Milwaukee Board of School Directors  
and  
Carmen High School of Science and Technology  
at  
Northwest Secondary School

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

**LESSOR:**  
**MILWAUKEE BOARD OF  
SCHOOL DIRECTORS**



Mark A. Sain  
President  
Milwaukee Board of School Directors



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



**LESSEE:**  
**CARMEN HIGH SCHOOL OF  
SCIENCE AND TECHNOLOGY**



By: Glen Hackmann  
Its: Board Chairman



By: Patricia Hoben  
Its: Head of Schools

GRAND FLOOR PLAN  
SITE NO. 083 - NORTHWEST SECONDARY SCHOOL  
5496 N. 72ND STREET, MILWAUKEE, WI, 53218  
DATE: 10/14/08

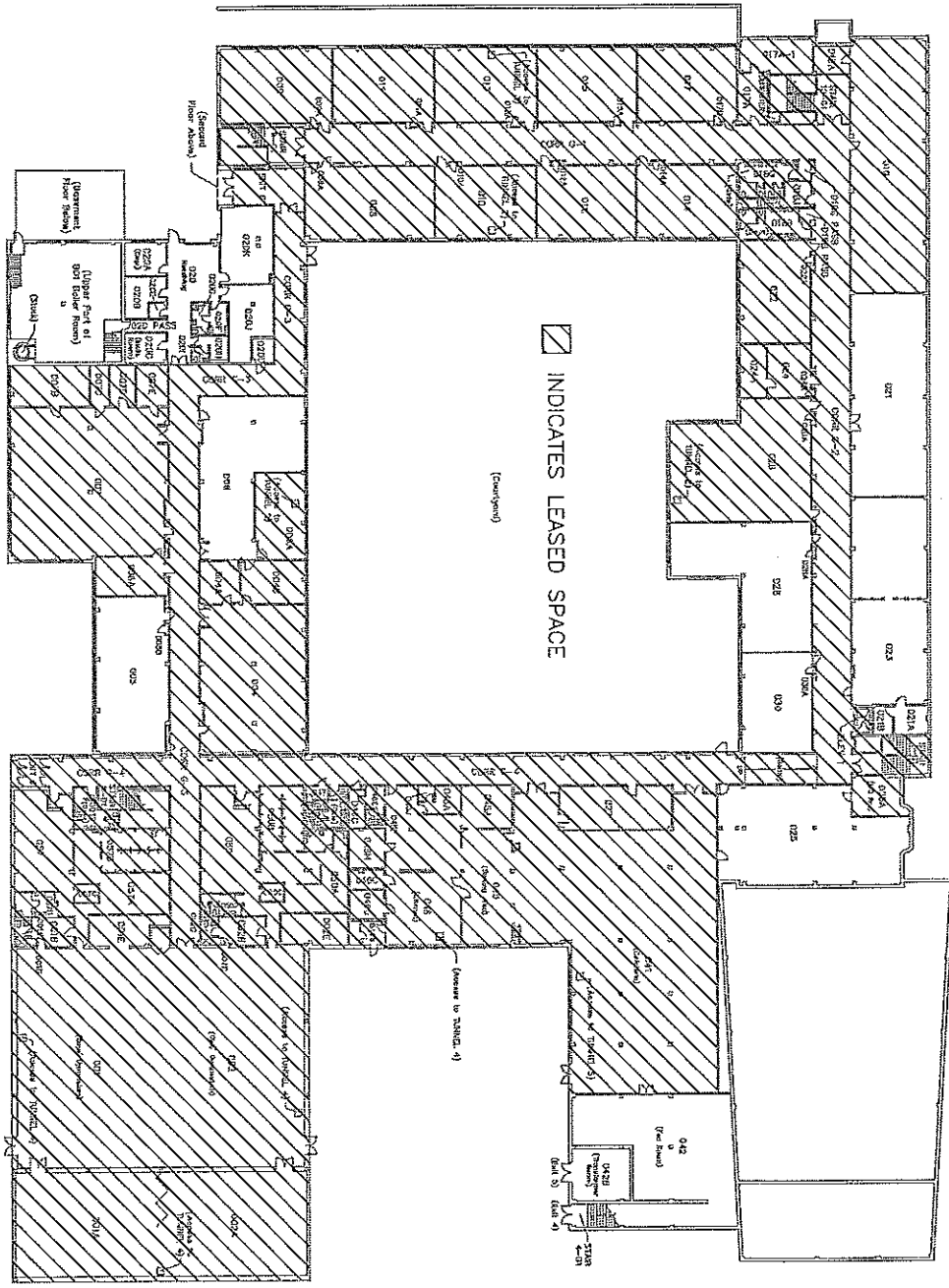


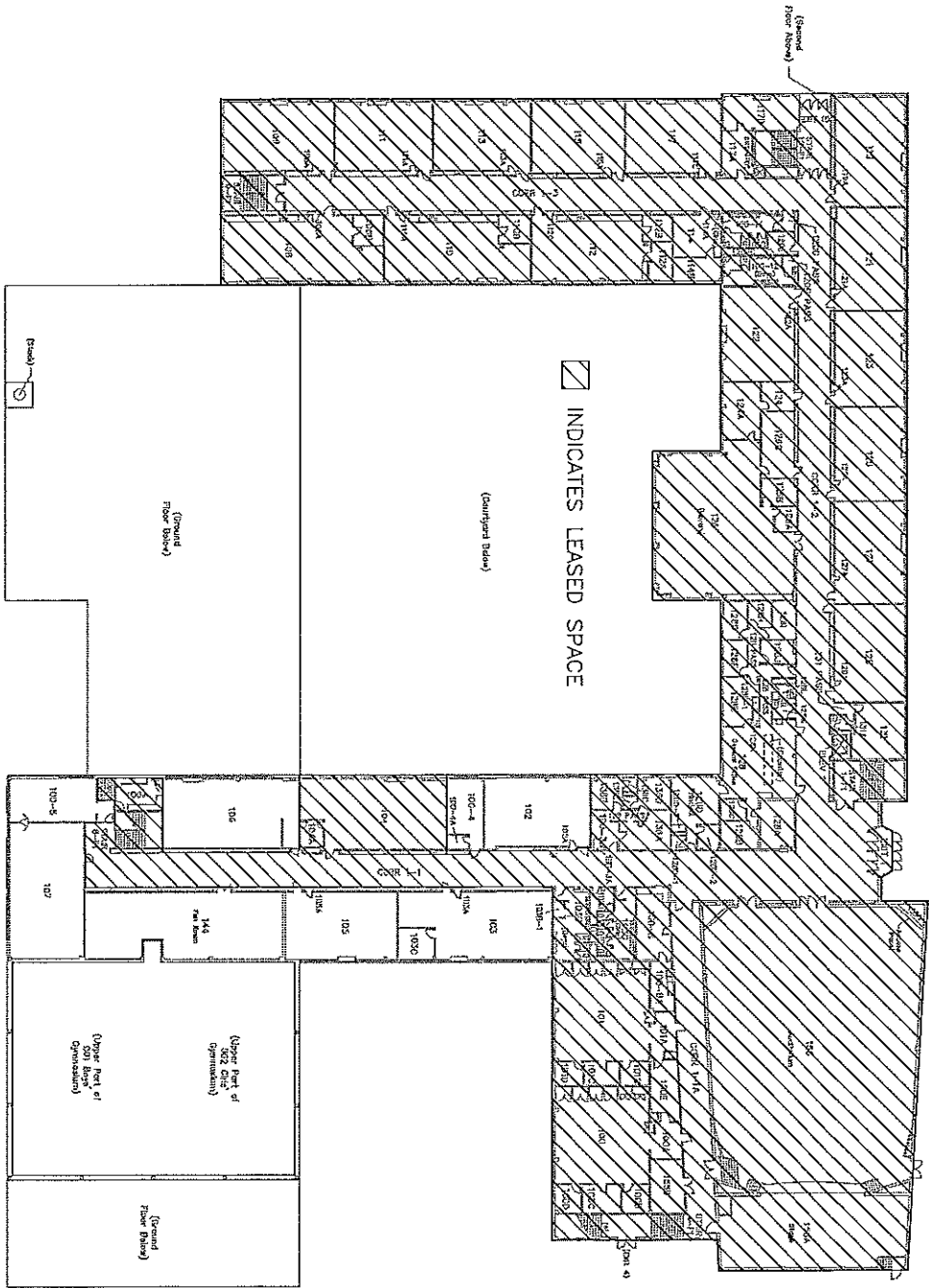
EXHIBIT A

1-5



**Milwaukee Public Schools**  
 Division of Facilities and Maintenance Services  
 1164 North 11th Street  
 P.O. Box 19259  
 Milwaukee, Wisconsin 53219-0259  
 Phone: 414 224-4600  
 Fax: 414 224-4882

EXHIBIT A



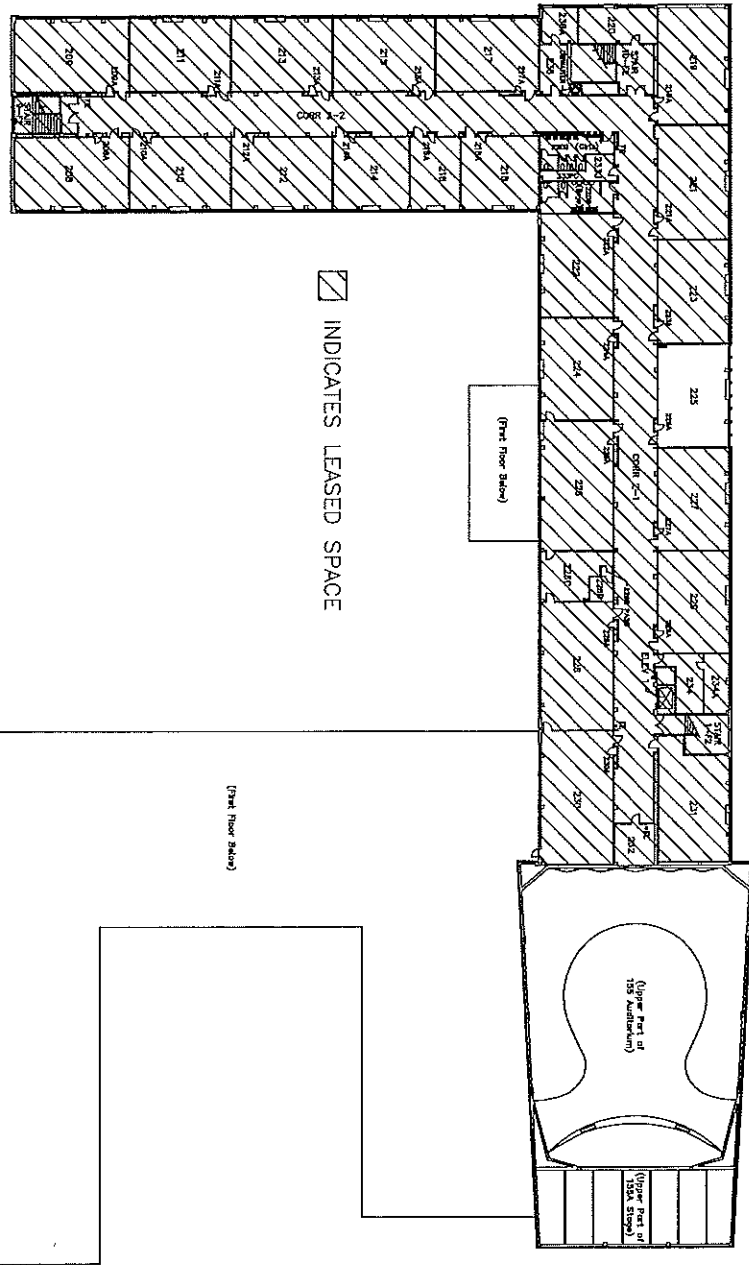
FIRST FLOOR PLAN

SITE NO: 083 - NORTHWEST SECONDARY SCHOOL  
 5492 N. 72ND STREET, MILWAUKEE, WI. 53218  
 DATE: 10/14/08

**Milwaukee Public Schools**  
 Division of Facilities and Maintenance Services  
 1124 North 11th Street  
 5th Fl. RM 509  
 Milwaukee, Wisconsin 53205-0250  
 Phone: 414 965-2000  
 Fax: 414 965-4855



EXHIBIT A



SECOND FLOOR PLAN

SITE NO: 059 - NORTHWEST SECONDARY SCHOOL  
 5496 N. 72ND STREET, MILWAU, WI, 53218  
 DATE: 07/14/08

**Milwaukee Public Schools**  
 Division of Facilities and Maintenance Services  
 1124 North 21st Street  
 P.O. BOX 0829  
 Milwaukee, Wisconsin 53206-0829  
 Phone : 414 253-4650  
 Fax : 414 253-4652

