

ENROLLED ORDINANCE 174-052

APPROVE 1ST AMENDMENT OF LEASE WITH U.S. CELLULAR
OPERATING COMPANY LLC AT MENOMONEE PARK

WHEREAS, the County and U.S. Cellular Operating Company LLC (“Lessee”) entered into a Lease to allow Lessee to locate a telecommunications base station located in W204 N7987 Lannon Road, in the Village of Menomonee Falls, Wisconsin, pursuant to a Lease dated March 9, 2000, and;

WHEREAS, the Lease is currently in its final renewal term and the parties desire to extend the Lease by adding an additional four five-year optional renewal terms provided that certain changes are made to the Rent, Improvements, and Insurance Requirements sections of the Lease.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the First Amendment to Lease between the County and U.S. Cellular Operating Company LLC is hereby approved.

BE IT FURTHER ORDAINED that the Director of Emergency Preparedness or his designee is authorized to execute the First Amendment of Lease and any other documents necessary to effectuate the intent thereof.

FISCAL NOTE

APPROVE 1ST AMENDMENT OF LEASE WITH U.S. CELLULAR
OPERATING COMPANY LLC AT MENOMONEE PARK

This ordinance approves an amendment to an existing agreement between the County and U.S. Cellular Operating Company LLC to lease space to operate a telecommunications base station at Menomonee Park for use as a cellular tower. The amendment will extend the lease by adding four five-year optional renewal terms and sets the amended rent at \$35,875 annually with 4% annual inflation.

The ordinance also modifies the lease to add additional insurance requirements and clarify that upon termination, the lessee shall remove the tower and all related equipment and restore the site, less wear and tear at the lessee's expense.

This ordinance results in no additional direct tax levy impact.



Danielle Igielski
Accounting Services Manager
9/4/2019

FIRST AMENDMENT to Lease dated March 9, 2000

THIS FIRST AMENDMENT (“Amendment”), made the _____ day of _____, 2019, modifies that certain Lease (“Lease”) dated 9th day of March, 2000, by and between Waukesha County, a quasi-municipal corporation, having an address 515 W. Moreland Blvd., Waukesha, Wisconsin 53188, hereinafter referred to as “County,” and United States Cellular Operating Company LLC, a Delaware limited liability company, as successor in interest to United States Cellular Operating Company, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as “Lessee.”

WHEREAS, County and Lessee entered into this Lease to allow Lessee to locate a telecommunications base station located in W204 N 7987 Lannon Road, in the Village of Menomonee Falls, Wisconsin, and;

WHEREAS, the terms of the Lease needs to be modified.

NOW THEREFORE, in consideration of these presents, the parties hereby agree that the Lease is now modified as follows:

- I. Lease Section 2, Term, is hereby modified only to the extent that the number of renewed Terms is increased from two (2) to (6) renewed Terms.
- II. Exhibit B is hereby supplemented by Exhibit B (Supplemental), which is attached hereto and made of the Lease.
- III. Lease Section 5, Improvements, is hereby modified to the extent that the fourth sentence in the Section is deleted and replaced with the following: Upon termination or expiration of this Lease, Lessee shall, at Lessee’s expense, remove the tower and all related equipment and improvements and will restore the site, less wear and tear excepted.
- IV. Lease Section 9, Insurance Requirements, is hereby deleted and replaced with the following:
 - a. Liability Insurance. Lessee agrees that it will at all times during the term of this Lease keep in force and effect insurance policies as outlined below, issued by a company or companies licensed to do business in the state of Wisconsin. Lessee will annually furnish the County with a Certificate of Insurance. The Certificate will reference this Lease and worker’s compensation and property insurance waivers of subrogation required by this Lease. Lessee shall endeavor to give County thirty (30) days prior notice of any cancellation or nonrenewal of insurance.
 - b. Worker’s Compensation and Employer’s Liability Insurance: Statutory worker’s compensation benefits and employer’s liability insurance in the amount of \$100,000 each accident.

- c. Commercial General Liability Insurance: Policy will be written to provide coverage for bodily injury, death, personal injury or damage to property and limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence. Coverage shall not exclude claims or suits that arise from the effects of electromagnetic fields or radiation. Waukesha County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.
 - d. Automobile Liability Insurance: Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
 - e. Umbrella Liability Insurance: Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above with limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate. Waukesha County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.
 - f. Worker's Compensation Waiver of Subrogation: The County will not be liable to Lessee or its employees for any injuries to Lessee's employees arising out of or in connection with the grant of this Lease including any and all work of any type which Lessee performs upon the Site subject to this Lease such during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the Site unless caused solely by the negligence or willful misconduct of the County.
 - g. County shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). County shall have the right to self-insure.
 - h. Lessee will waive any and all rights to recovery from the County for worker's compensation claims made by its employees and will obtain such waiver from its worker's compensation insurer. Lessee agrees that the indemnification and hold harmless provisions within this Lease extend to any such claims brought by or on behalf of any employee of the Lessee.
- V. In all other respects the Lease is hereby ratified and affirmed without change.

[END OF AMENDMENT - SIGNATURE PAGE FOLLOWS]

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Amendment as of the date of full execution.

COUNTY: Waukesha County, a quasi-municipal corporation

LESSEE: United States Cellular Operating Company LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

[NOTARY PAGE TO FOLLOW]

STATE OF WISCONSIN)
)
COUNTY OF WAUKESHA)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Gary Bell, Waukesha County Director of Emergency Preparedness, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Lease, appeared before me this day in person and acknowledged that he signed the said Amendment as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Lessee, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

EXHIBIT B (SUPPLEMENTAL)

Year 21 – Rent will be Thirty-Five Thousand Eight Hundred Seventy-Five and 00/100 Dollars (\$35,875.00) a year.

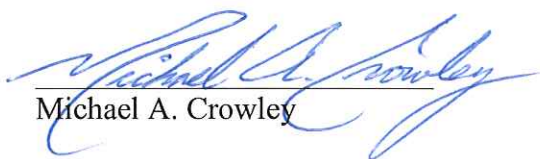
Thereafter, Rent will escalate by four percent (4%) over the previous year's Rent, effective on every anniversary of the Commencement Date, throughout the duration of the Lease as renewed and extended.

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OPERATING COMPANY LLC AT MENOMONEE PARK

Approved By:
Judiciary & Law Enforcement Committee


Peter M. Wolff, Chair

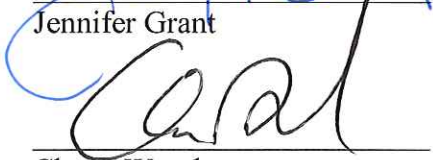
absent
Jim Batzko


Michael A. Crowley

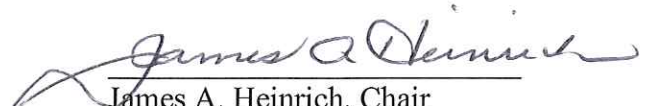

Timothy Dondlinger

absent
Tyler J. Foti


Jennifer Grant


Chuck Wood

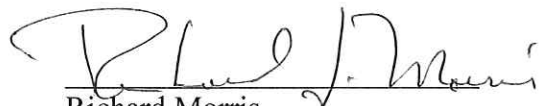
Approved By:
Finance Committee


James A. Heinrich, Chair

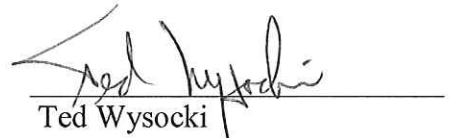

Timothy Dondlinger


Tyler J. Foti



Thomas A. Michalski


Richard Morris


Duane E. Paulson


Ted Wysocki

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 9/27/2019, 
Margaret Wartman, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X
Vetoed: _____

Date: 9/30/2019, 
Paul Farrow, County Executive



Ordinance 174-O-054

APPROVE 1ST AMENDMENT OF LEASE WITH U.S. CELLULAR OPERATING COMPANY LLC AT MEMOMONEE PARK

VOTE RESULTS: Passed By Majority Vote

AYE: 25

0

ABSENT: 0

D1 - Foti	Yes
D2 - Zimmermann	Yes
D3 - Morris	Yes
D4 - Batzko	Yes
D5 - Dondlinger	Second
D6 - Walz	Yes
D7 - Grant	Yes
D8 - Michalski	Yes
D9 - Heinrich	Yes
D10 - Swan	Yes
D11 - Howard	Yes
D12 - Wolff	Motion
D13 - Decker	Yes

D14 - Wood	Yes
D15 - Mitchell	Yes
D16 - Crowley	Yes
D17 - Paulson	Yes
D18 - Nelson	Yes
D19 - Cummings	Yes
D20 - Schellinger	Yes
D21 - Gaughan	Yes
D22 - Wysocki	Yes
D23 - Hammitt	Yes
D24 - Whittow	Yes
D25 - Johnson	Yes