

ENROLLED ORDINANCE 171-60

APPROVE FIFTH AMENDMENT TO THE NASHOTAH  
SUBSTATION CELLULAR TOWER LEASE

WHEREAS, pursuant to a February 14, 1997 Lease, as amended, with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless (“Verizon”), the County leases space to Verizon on the Nashotah Sheriff Substation radio tower for use as a cellular tower and additional ground space for related equipment, and

WHEREAS, pursuant to the lease, Verizon is permitted, with the County’s consent, to sublease space on the tower to AT&T in exchange for the County receiving a percentage of the rent charged, and

WHEREAS, AT&T wishes to make upgrades to antennas and related equipment on the tower, and

WHEREAS, the County is willing to permit the upgrades and otherwise amend the Lease with Verizon provided that a Five Thousand Nine Hundred Forty and 00/100 Dollar (\$5,940.00) increase in the annual rent is made to the Lease, and

WHEREAS, Verizon and AT&T are agreeable to such modifications.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Fifth amendment to the February 14, 1997 Lease with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless (“Verizon”), which is on file with the Department of Emergency Preparedness, for use of the Nashotah Sheriff Substation radio tower as a cellular tower and surrounding lands and permitting upgrades to antennas and related equipment, is approved.

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

BE IT FURTHER ORDAINED that the Waukesha County Department of Emergency Preparedness is authorized, on behalf of Waukesha County, to accept additional annual rent of Five Thousand Nine Hundred Forty and 00/100 Dollars (\$5,940.00) from AT&T.

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SUBSTATION CELLULAR TOWER LEASE

Approved By:  
Judiciary & Law Enforcement Committee



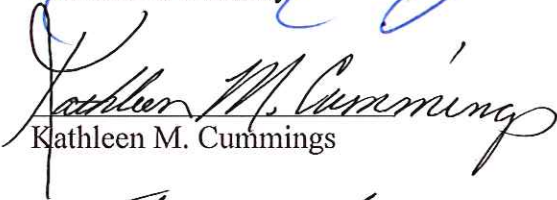
Peter M. Wolff, Chair



Jim Batzko



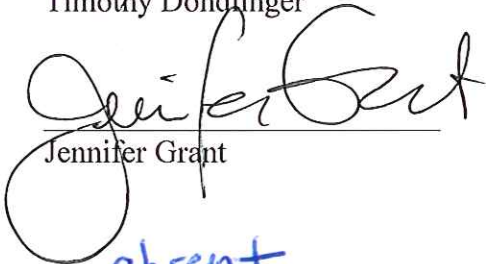
Michael A. Crowley



Kathleen M. Cummings



Timothy Dondlinger

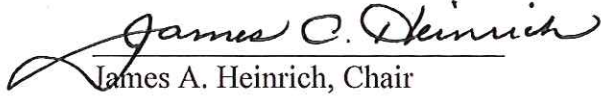


Jennifer Grant

absent

Steve Whittow

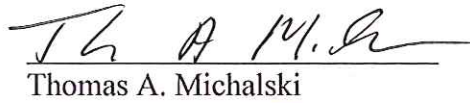
Approved By:  
Finance Committee



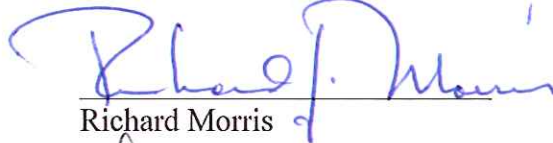
James A. Heinrich, Chair



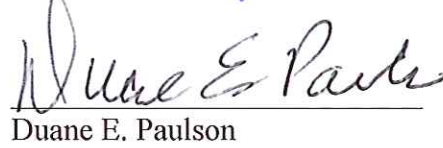
Timothy Dondlinger



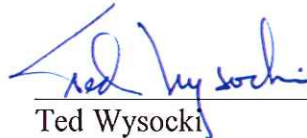
Thomas A. Michalski



Richard Morris



Duane E. Paulson



Ted Wysocki

absent

William J. Zaborowski

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

Date: 12/1/16,   
Kathleen Novack, County Clerk

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

Approved: X

Vetoed: \_\_\_\_\_

Date: 12-1-16,   
Paul Farrow, County Executive

**FIFTH AMENDMENT TO LEASE AGREEMENT**

**THIS FIFTH AMENDMENT TO LEASE AGREEMENT** (the "~~Fourth~~~~Fifth~~ Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2016, between Waukesha County, a Wisconsin municipal corporation ("Lessor") and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

**WHEREAS**, there is now in full force and effect a Lease Agreement between Lessor and Lessee dated February 14, 1997, as amended by the Amendment To Lease Agreement dated October 12, 2001 (the "First Amendment"), the Second Amendment To Lease Agreement dated November 18, 2010, the Third Amendment to Site Lease Agreement dated July 10, 2015, and the Fourth Amendment to Lease Agreement dated \_\_\_\_\_, 2016 (collectively, and together with this Fifth Amendment, the "Lease") that provides for the location, installation and operation of Lessee's communications equipment at the real property and on the tower ("Tower") owned by Lessor and located at N46 W33480 C.T.H.R., Nashotah, Wisconsin (the "Property"); and

**WHEREAS**, Section 4 of the Lease permits Lessee, with the consent of Lessor, to sublet all or any portion of the Site (as defined in the Lease). Such consent may be conditioned upon an agreement to allow Lessor to share in expected revenues from the sublet; and

**WHEREAS**, with the First Amendment, Lessor consented to Lessee's collocation or site license agreements ("SLAs") with TeleCorp Realty, LLC ("TeleCorp" d/b/a "AT&T") and VoiceStream PCS II Corporation ("VoiceStream" d/b/a "T-Mobile") at the Site on the terms set forth in the First Amendment; and

**WHEREAS**, pursuant to Section 5 of the Lease, Lessee is requesting Lessor's approval to allow AT&T to make certain antenna modifications to the Tower; and

**WHEREAS**, Lessor and Lessee wish to amend the Lease to authorize AT&T to modify its equipment on the Tower on the terms and conditions set forth herein and to address additional matters in the Lease.

**NOW THEREFORE**, for good and valuable consideration including the mutual covenants and agreements hereinafter set forth, Lessor and Lessee agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. **Approval of Tower Equipment Modifications.** Pursuant to Section 5 of the Lease, Lessor hereby approves the equipment modifications being performed by AT&T as shown by the drawings and specifications attached hereto as Exhibit 1 and incorporated by reference for the purpose of installation and operation of the additional equipment noted therein. In consideration of the Lessor's consent, approval of the equipment modifications specified in Exhibit 1, attached hereto and as part of the SLA amendment that AT&T will execute with Lessee, AT&T

shall be required to pay the following amounts directly to the Lessor IN ADDITION TO amounts already due Lessor from AT&T pursuant to its SLA with Lessee:

- \$5,940.00 annually in addition to the amount currently required to be paid directly to the Lessor. The increased amount shall continue to increase 4% per year during the term of its SLA. The increased rent commencement date shall be 90 days after full execution of the SLA amendment or receipt by AT&T of written notice from Lessee to commence construction, whichever occurs first.

A copy of the SLA amendment by and between Lessee and AT&T shall be provided to the Lessor for its records following full execution of the documents. If AT&T defaults in its payments to the Lessor, but continues to pay Lessee under the terms of its SLA, Lessee shall treat that default as a default under the SLA and Lessee: (1) shall take action against the party in default under the terms of the SLA; and (2) shall be responsible for paying Lessor the payment(s) due from AT&T. If AT&T defaults in its payments to Lessor and Lessee, Lessee will take action against AT&T under the terms of the SLA, and Lessor agrees that Lessee will not be responsible for paying Lessor any payment(s) due from AT&T except to the extent Lessee recovers amounts due Lessor.

3. **Tower Structural Modifications.** As a further condition of the approval of the installation of additional equipment noted in Paragraph 2 above, Lessee shall require AT&T to perform the Tower structural modifications identified in Exhibit 1 in order to offset additional Tower loading caused by the additional equipment. Following the installation of the additional equipment pursuant to Paragraph 2 above, and the structural modifications required hereby, net Tower loading shall not exceed 77.7%.

4. Other than as specifically amended herein, all other terms and conditions of the Lease shall remain in full force and effect. Where there is conflict between the terms of the Lease and this Fourth Amendment, the terms of this Fourth Amendment shall control. Unless otherwise indicated or introduced in this Fourth Amendment, all defined terms referenced in this Fourth Amendment shall have the same meaning as those found in the Lease.

(Signatures continue on next page)

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this Fifth Amendment effective as of the day and year first above written.

**LESSOR:**

**WAUKESHA COUNTY**, a Wisconsin municipal corporation

By: \_\_\_\_\_  
Gary Bell  
Director, Department of Emergency Preparedness

Date: \_\_\_\_\_

**LESSEE:**

**VERIZON WIRELESS PERSONAL COMMUNICATIONS LP** d/b/a Verizon Wireless

By: \_\_\_\_\_  
Jacque Vallier  
Executive Director-Network Field Engineering

Date: \_\_\_\_\_

**EXHIBIT 1**

[see attached]

Roll Call	Discussion	Voting...	Results	Agenda	Setup	Options
<b>D1 - Kolb</b>			<b>AYE</b>			<b>AYE</b>
<b>D2 - Zimmermann</b>			<b>AYE</b>			<b>AYE</b>
<b>D3 - Morris</b>			<b>AYE</b>			<b>AYE</b>
<b>D4 - Batzko</b>			<b>AYE</b>			<b>AYE</b>
<b>D5 - Dondlinger</b>			<b>(2) AYE</b>			<b>AYE</b>
<b>D6 - Walz</b>			<b>AYE</b>			<b>AYE</b>
<b>D7 - Grant</b>			<b>AYE</b>			<b>AYE</b>
<b>D8 - Michalski</b>			<b>AYE</b>			<b>AYE</b>
<b>D9 - Heinrich</b>			<b>(M) AYE</b>			<b>AYE</b>
<b>D10 - Swan</b>			<b>AYE</b>			<b>AYE</b>
<b>D11 - Howard</b>			<b>AYE</b>			<b>AYE</b>
<b>D12 - Wolff</b>			<b>AYE</b>			<b>AYE</b>
<b>D13 - Decker</b>			<b>AYE</b>			<b>AYE</b>
	<b>D14 - Wood</b>					<b>AYE</b>
	<b>D15 - Mitchell</b>					<b>AYE</b>
	<b>D16 - Crowley</b>					<b>AYE</b>
	<b>D17 - Paulson</b>					<b>AYE</b>
	<b>D18 - Nelson</b>					<b>AYE</b>
	<b>D19 - Cummings</b>					<b>AYE</b>
	<b>D20 - Schellinger</b>					<b>AYE</b>
	<b>D21 - Zaborowski</b>					Notified
	<b>D22 - Wysocki</b>					Notified
	<b>D23 - Hammitt</b>					Notified
	<b>D24 - Whittow</b>					Absent
	<b>D25 - Johnson</b>					<b>AYE</b>

171-0-061A

Passed (21 Y - 0 N - 4 Absent)

Majority Vote



Roll Call	Discussion	Voting...	Results	Agenda	Setup	Options
D1 - Kolb			AYE			
D2 - Zimmermann			AYE			
D3 - Morris			AYE			
D4 - Batzko			AYE			
D5 - Dondlinger			AYE			
D6 - Walz			AYE			
D7 - Grant			AYE			
D8 - Michalski			AYE			
D9 - Heinrich			AYE			
D10 - Swan			AYE			
D11 - Howard			AYE			
D12 - Wolff			AYE			
D13 - Decker			AYE			
D14 - Wood			AYE			
D15 - Mitchell			AYE			
D16 - Crowley			AYE			
D17 - Paulson			AYE			
D18 - Nelson			AYE			
D19 - Cummings			AYE			
D20 - Schellinger			AYE			
D21 - Zaborowski			Notified			
D22 - Wysocki			Notified			
D23 - Hammitt			Notified			
D24 - Whittow			Absent			
D25 - Johnson			AYE			

171-0-061

Passed (21 Y - 0 N - 4 Absent)

Majority Vote

