

A Quorum of the Common Council, Administration Committee, Personnel Committee, Plan Commission, Redevelopment Authority, and other City bodies may attend this meeting, though no official action of these bodies will be taken.



## **BOARD OF PUBLIC WORKS MEETING AGENDA**

**Monday, June 1, 2026 at 5:45 PM**

**First Floor Conference Rooms  
100 Main Street, Menasha, WI**

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- A. Call to Order**
- B. Roll Call**
- C. Public Comments on Any Matter Listed on the Agenda**  
(5 minute time limit for each person)
- D. Minutes to Approve**
- E. Discussion / Action Items**
  - 1. Fourth Amendment to Ground Site Lease Agreement between City of Menasha and AT&T Mobility Corporation
- F. Adjournment**

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."



## MEMORANDUM

DATE May 26, 2026

TO Board of Public Works

FROM James Merten, Public Works Director  
Thad Brown, Deputy Director of Municipal Operations  
Margaret Struve, City Attorney

RE Fourth Amendment to Ground Site Lease Agreement between City of Menasha and AT&T Mobility Corporation, effective June 9, 2026

Enclosed for your review is a DRAFT Fourth Amendment to Ground Site Lease Agreement between the City of Menasha and AT&T Corporation.

In 2001, the City executed a Ground Site Lease Agreement with TeleCorp Realty, LLC, for lease of premises at 455 Baldwin Street, Menasha, WI, dated February 27, 2001. Pursuant to the Agreement, the “Commencement Date”, the start of installation of the Equipment (a cell tower), was later confirmed to be June 9, 2001. The Term of this Agreement was five years (initial term), followed by four consecutive five-year renewal terms. The Agreement has since been amended by Common Council-approved amendments as needed and aligning with AT&T’s additional equipment needs. These amendments occurred in 2013, 2019, and 2024. The initial agreed rent was \$1,755, followed by increases with each amendment, resulting in a current monthly rent of \$2,830.

Given the foregoing, the Agreement is set to expire on June 8, 2026. The Parties have agreed to one five year renewal term and an increase of rent to \$3,000 starting June 9, 2026, with a 2% increase starting June 9, 2027, and every year thereafter.

**Staff Recommendation:** Approve the Fourth Amendment to Ground Site Lease Agreement between the City of Menasha and AT&T Corporation, effective June 9, 2026.

Market: IL / WI  
Cell Site Number: WI6094  
Cell Site Name: Menasha Substation  
Fixed Asset Number: 10083247

#### **FOURTH AMENDMENT TO GROUND SITE LEASE AGREEMENT**

THIS FOURTH AMENDMENT TO GROUND SITE LEASE AGREEMENT (“**Fourth Amendment**”) dated as of the later date below is by and between City of Menasha, a Wisconsin municipal corporation, having a mailing address at 100 Main Street, Suite 200, Menasha, WI 54952 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Ground Site Lease Agreement dated February 27, 2001, as amended by First Amendment to Ground Site Lease Agreement dated October 10, 2013, as amended by Second Amendment to Ground Site Lease Agreement dated June 18, 2019, as amended by Third Amendment to Ground Site Lease Agreement dated September 26, 2024, whereby Lessor leased to Lessee certain Leased Premises, therein described, that are a portion of the Property located at 455 Baldwin Street, Menasha, WI 54952 (collectively, the “**Agreement**”); and

WHEREAS, the term of the Agreement will expire on June 8, 2026, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessor and Lessee desire to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to modify, as set forth herein, the Lessee’s obligations to pay to Lessor for a Rent Guarantee Period (as defined below); and

WHEREAS, Lessor and Lessee, desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Term.** At the end of the final Renewal Term presently set forth in the Agreement, the Term will automatically renew for one (1) separate consecutive additional period of five (5) years (being defined as a “**Renewal Term**”) upon the same terms and conditions of the Agreement,

unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing Term.

2. **Termination.** In addition to any rights that may exist in the Agreement, Lessee may terminate the Agreement at any time with prior written notice to Lessor for any reason or no reason.

3. **Modification of Lessee's Obligation to Pay - Rent Guarantee.** Notwithstanding Lessee's obligation to pay Rent set forth in the Agreement, for a sixty (60) month period commencing June 9, 2026, and ending June 8, 2031, ("**Rent Guarantee Period**"), Lessee's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Lessee except as provided below. Notwithstanding the foregoing, if Lessor exercises any of Lessor's rights to terminate the Agreement as set forth in the Agreement, other than the Lessor's right to terminate the Agreement due to the default of Lessee under the terms of the Agreement beyond any applicable grace and cure period, Lessee will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of said termination. In addition, Lessee shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if any of the following shall occur; (a) Lessor is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property which results in a termination of the Agreement; (c) the Lessor shall require Lessee to relocate Lessee's equipment and facilities to a location that is not acceptable to Lessee in its reasonable business judgement if allowed for in the Agreement; or (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Lessee.

4. **Modification of Rent.** Commencing on June 9, 2026, the current Rent payable under the Agreement shall be Three Thousand and No/100 Dollars (\$3,000.00) per month (the "**Rent**"), and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Lessee shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

5. **Future Rent Increase / Monthly Payments.** The Agreement is amended to provide that commencing on June 9, 2027, and every year thereafter, Rent shall increase by two percent (2%) over the Rent paid during the previous year.

6. **Acknowledgement.** Lessor acknowledges that: 1) this Fourth Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this Fourth Amendment and the underlying Agreement and, prior to execution of this Fourth Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Fourth Amendment and to have counsel review the terms and conditions of this Fourth Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Fourth Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Section 20 of the Agreement is hereby deleted in its entirety and replaced with the following:

**NOTICES.** All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Lessee:

- a) To Lessee's Lease Administration Department at [NoticeIntake@att.com](mailto:NoticeIntake@att.com); and
- b) To Lessee's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: WI6094; Cell Site Name: Menasha Substation (WI)  
Fixed Asset #: 10083247  
208 Akard Street  
Dallas, TX 75202-4206

For Notices of Default to Lessor:

- a) To Lessor at [jmerten@menashawi.gov](mailto:jmerten@menashawi.gov); and
- b) To Lessor's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

City of Menasha  
100 Main Street, Suite 200  
Menasha, WI 54952

All other Notices will be sent:

- a) To Lessee's Lease Administration Department at [NoticeIntake@att.com](mailto:NoticeIntake@att.com); and
- b) To Lessor at [jmerten@menashawi.gov](mailto:jmerten@menashawi.gov)

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

**8. Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subsection shall survive the termination or expiration of the Agreement.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

DRAFT

**IN WITNESS WHEREOF**, the parties have caused this Fourth Amendment to be effective as of the last date written below.

**LESSOR:**

City of Menasha,  
a Wisconsin municipal corporation

**LESSEE:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

DRAFT