

# Dane County Contract Addendum Cover Sheet

Revised 06/2021

Res 038

		<b>Contract #</b> Admin will assign	15730B
<b>Dept./Division</b>	Public Safety Communications	<b>Vendor Name</b>	US Cellular
<b>Brief Addendum Title/Description</b>	Updates the Rent Commencement date from January 1, 2045 to April 26, 2045 and the Adjusted Rate Commencement date from January 1, 2046 to April 26, 2046.	<b>Vendor MUNIS #</b>	292286
		<b>Addendum Term</b>	2026-2046
		<b>Amount (\$)</b>	\$ 0.00

<b>Department Contact Information</b>		<b>Vendor Contact Information</b>	
<b>Contact</b>	Luis Bixler	<b>Contact</b>	Shaun Hemsted
<b>Phone #</b>	608-267-2507	<b>Phone #</b>	515-707-0137
<b>Email</b>	bixler.luis@danecounty.gov	<b>Email</b>	gssmidwest.com
<b>Purchasing Officer</b>			

<b>Purchase Order – Maintenance or New PO</b>					
<input type="checkbox"/>	<b>PO Maintenance Needed</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>PO#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
<input type="checkbox"/>	<b>No PO Maintenance Needed</b> – <i>this addendum does not change the dollar amount of the contract.</i>				
<input type="checkbox"/>	<b>New PO / Req. Submitted</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>Req#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

<b>Budget Amendment</b>	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

<b>Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum</b>					
<b>A resolution is required when the total contracted amount first exceeds \$100,000.</b>  <b>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</b>	<b>Addendum #</b>	<b>Term</b>	<b>Amount</b>	<b>Resolution</b>	
	Original	1/1/25-1/1/2045	\$ 638,000.00	<input type="checkbox"/> None	Res# 2024 RES-300
	A	4/26/25 - 4/26/2045	\$ 0.00	<input checked="" type="checkbox"/> None	Res#
	B	4/26/25 - 4/26/2045	\$ 0.00	<input type="checkbox"/> None	Res# 2025 RES-038
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
<b>Total Contracted Amount</b>			\$ 638,000.00		

<b>Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:</b>		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

<b>APPROVAL</b>	
<b>Dept. Head / Authorized Designee</b>	
Bixler, Luis	Digitally signed by Bixler, Luis Date: 2025.05.29 14:38:43 -05'00'

<b>APPROVAL – Contracts Exceeding \$100,000</b>	
<b>Director of Administration</b>	<b>Corporation Counsel</b>

<b>APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached</b>			
<b>DOA:</b>	<b>Date In:</b> 5/29/25	<b>Date Out:</b>	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, June 2, 2025 1:25 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15730B  
**Attachments:** 15730B.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/2/2025 2:53 PM	Approve: 6/5/2025 9:22 AM
	Rogan, Megan	Read: 6/2/2025 1:37 PM	Approve: 6/2/2025 1:37 PM
	Gault, David	Read: 6/2/2025 3:47 PM	Approve: 6/2/2025 3:49 PM
	Cotillier, Joshua		Approve: 6/2/2025 1:46 PM
	Stavn, Stephanie	Read: 6/2/2025 1:31 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15730B  
Department: Public Safety Communications  
Vendor: US Cellular  
Contract Description: First Amendment to Tower & Ground Space Lease changing commencement dates (Res 038)  
Contract Term: 4/26/2025 - 4/26/2045  
Contract Amount: \$--

Thanks much,  
Michelle

*Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

**2025 RES-038**

# EISNER TOWER LEASE AMENDMENT

Public Safety Communications' (PSC) maintains radio towers that allow the functionality of the DaneCom radio system. One of these towers is the Eisner tower located at 5419 Reeve Road in the Village of Mazomanie. The Eisner tower is over 30 years old and due to age should be replaced. US Cellular currently rents space on the Eisner radio tower and has offered to build a new tower that is more structurally sound and has the ability to accommodate advanced cellular equipment in exchange for abated rent for a period of 240 months totaling \$638,000. This amendment updates the Rent Commencement date from January 1, 2045 to April 26, 2045 and Adjusted Rate Commencement date from January 1, 2046 to April 26, 2046.

NOW, THEREFORE BE IT RESOLVED that Dane County does hereby approve the amendment to the lease agreement between US Cellular and Dane County.

**FIRST AMENDMENT TO TOWER AND GROUND SPACE LEASE**

This First Amendment ("Amendment"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, modifies that certain Tower and Ground Space Lease ("Lease") dated March 10, 2025 between County of Dane, a quasi-municipal corporation, having an address at Room 425 City County Building, 210 Martin Luther King, Jr., Boulevard, Madison, Wisconsin 53709 ("Landlord") and Madison Cellular Telephone Company, a Wisconsin general partnership, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631 ("Tenant").

WHEREAS, pursuant to the Lease, Landlord has leased to Tenant certain premises located at 5419 Reeve Road in the Village of Mazomanie in Dane County, State of Wisconsin (the "Premises") for use as a telecommunications site; and

WHEREAS, The Lease contains an incorrect Rent Commencement Date and Adjusted Rent Commencement Date.

NOW, THEREFORE, in consideration of the terms of the Lease and this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

I. Section 7, Rent, is hereby deleted and replaced with the following:

7. Rent. Tenant will be entitled to Rent abatement of the total costs of relocating the tower. These costs are agreed by both parties to be six hundred and thirty-eight thousand (\$638,000.00) dollars. The abatement period will be for two hundred and forty (240) months in which Tenant will not be obligated to pay any rent to Landlord. Commencing on the twentieth (20th) anniversary of the Commencement Date (April 26, 2045), Tenant shall pay Rent to Landlord in the amount of three thousand three hundred and fifty (\$3,350.00) dollars per month, the first pro-rated payment of which shall be due within thirty (30) days of April 26, 2045, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.

II. Section 9, Adjusted Rent, is hereby deleted and replaced with the following.

9. Adjusted Rent. Commencing on April 26, 2046 and throughout the duration of the Lease as renewed and extended, the Rent shall be increased by two percent (2%) over the previous year's Rent.

Site Name: Mazomanie

Site Number: 782358


III. Except as amended herein, all other terms of the Ground Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the last signature date below.

LANDLORD: County of Dane

TENANT: Madison Cellular Telephone Company  
By: United States Cellular Operating Company LLC, being one of its General Partners

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

By: 

Printed: \_\_\_\_\_

Printed: Narothum Saxena

Title: \_\_\_\_\_

Title: Vice President

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

Date: APR 23 2025

[NOTARY PAGE TO FOLLOW]

STATE OF WISCONSIN

 uscellular

COUNTY OF DANE )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Tower and Ground Space Lease, appeared before me this day in person and acknowledged that he/she signed the said Lease as his/her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

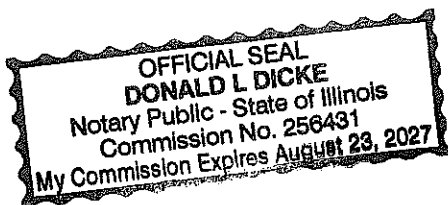
My commission expires \_\_\_\_\_

STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Narethum Saxena, Vice President, for ~~UNITED STATES CELLULAR OPERATING~~ CP-1000 LLC, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he/she signed the said Lease as his/her free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this 23<sup>rd</sup> day of April, 2025



Donald L. Dicke  
Notary Public

My commission expires 8/23/27

## MEMORANDUM OF LEASE

Document Number

**THIS MEMORANDUM OF LEASE** is made and entered into by and between County of Dane, a quasi-municipal corporation, whose address is Room 425 City County Building, 210 Martin Luther King, Jr., Boulevard, Madison, Wisconsin 53709, hereinafter referred to as "Landlord", and Madison Cellular Telephone Company, a Wisconsin general partnership, whose address is Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631, hereinafter referred to as "Tenant."

### WITNESSETH:

**WHEREAS**, by the terms of a certain Tower and Ground Space Lease, entered into on the \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, ("the Lease"), the Landlord granted Tenant the option to lease certain property and agreed to grant Tenant certain easements, all being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises") upon the terms and conditions set forth in the Lease; and

**WHEREAS**, the Landlord and the Tenant desire to execute this Memorandum of Lease to evidence said Lease and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for Dane County, State of Wisconsin.

**NOW THEREFORE**, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord does hereby grant Tenant the option to lease the Premises and obtain certain easements upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

1. The Lease Commencement Date will be April 26, 2025.
2. The Landlord shall lease the Premises to the Tenant for an initial lease term of five (5) years. The Lease provides for renewal terms that may extend the term of the lease for up to Nine (9) additional five (5) year terms which may be exercised upon the terms and conditions more particularly as set forth in the Lease.
3. This Memorandum of Lease is subject to all the terms and provisions of the Lease which is incorporated herein and made part hereof by reference as if all the provisions thereof were copied in full herein. Any conflict between the provisions of the Memorandum of Lease will be resolved in favor of the Lease.

[END OF MEMORANDUM – SIGNATURE PAGE TO FOLLOW]

### Recording Area

Name and Return Address:  
United States Cellular Operating Company LLC  
8410 W. Bryn Mawr Ave.  
Chicago, IL 60631  
Site Name/Number: Mazomanie/782358

This is not a Real Estate conveyance. No transfer tax is required under Wis. Statutes 77.21 & 77.22. This is a lease for less than 99 years.

Parcel Identification Number (PIN) 006/0806-204-8720-9

**IN WITNESS WHEREOF**, the Landlord and Tenant hereto have caused this Memorandum of Lease to be executed by their duly authorized officers as of the date of full execution.

LANDLORD: County of Dane

TENANT: Madison Cellular Telephone Company  
By: United States Cellular Operating Company  
LLC, being one of its General Partners

By: Melissa Agard

By: Denise Lintz

Printed: Melissa Agard

Printed: Denise Lintz

Title: Dane County Executive

Title: Vice President

Date: 3/18/25

Date: JAN 07 2025

[NOTARY PAGE TO FOLLOW]

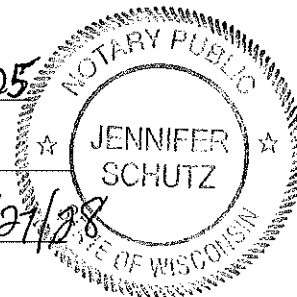


STATE OF WISCONSIN )  
 )  
COUNTY OF DANE )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Melissa Agard, the Dane County Executive, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that he signed the said Memorandum as his free and voluntary act on behalf of the named Landlord for the uses and purposes therein stated.

Given under my hand and seal this 18 day of March, 2025

Jennifer Schutz  
Notary Public  
My commission expires 04/27/28



STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

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

Given under my hand and seal this 7 day of January, 2025

Denise M Doyle  
Notary Public  
My commission expires \_\_\_\_\_

