



MEMO

Engineering Department

To: Common Council

From: John Neumeier, Director of Public Works/City Engineer

Date: 07/21/2026

Re: Amendment to Lease and Memorandum of Understanding for Public Safety Radio Communications Tower – 809 Boyd Avenue

Background information:

In 2014, the City entered into a Lease and Memorandum of Understanding, and associated easements for access and utilities, with Outagamie County for the installation and maintenance of a communications tower at 809 Boyd Avenue. The easement and agreement were not recorded and were not identified by City staff as part of the recent CSM for the Kaukauna Water Treatment Plant #1. The existing easement would cause issues with the development of the site for KU. KU and Outagamie County have discussed the changes needed to make the site work for both parties. The City and Outagamie County can make amendments to the agreement to adjust the width of the easement to accommodate, and those amendments must be approved by Common Council of the City and by the County Board of Supervisors.

A sketch of the area is attached along with the signed agreement for your review.

Strategic Plan:

NA

Budget:

Possible surveyor expenses and recording fees.

Staff Recommended Action:

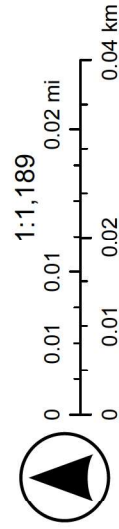
Direct staff to draft an amendment and new easement exhibit for review by Plan Commission and Common Council.

ArcGIS Web Map



7/16/2026, 9:04:49 AM

- ☐ Tax Parcel Information
- ☐ Property Address
- ☐ Highway Labels
- ☐ Plat Boundary
- ☐ LOCAL
- ☐ PVT
- ☐ CTH
- ☐ Red
- ☐ Green
- ☐ Blue



LEASE AND MEMORANDUM OF UNDERSTANDING

WHEREAS Outagamie County (hereinafter referred to as "the County") and the City of Kaukauna (hereinafter "the City"), for the benefit and protection of the people of the City of Kaukauna and Outagamie County, wish to enter into a Lease Agreement that will facilitate the construction of a new public safety radio communications Tower with the City of Kaukauna, and:

WHEREAS both the County and the City agree that the optimal location for said Tower for the purposes of ensuring the radio communication of public safety officers within the City is the "Pool Hill" site owned by the City, and:

WHEREAS the County, for the purposes of the construction and operation of said Tower, wishes to lease under this Agreement a 60ft x 60ft parcel of land owned by the City located immediately to the south of the existing archery range located on municipal property on Boyd Avenue, in the City of Kaukauna, and as depicted in Exhibit A to this Agreement.

WHEREAS the City wishes to lease said property to the County for the express and limited purpose of the construction, operation and maintenance of said Tower and its associated facilities, and:

WHEREAS both parties wish to fully record the scope and intent of their Agreement regarding the lease of the land and the rights and limitations related to its use, and the rights retained and enjoyed by both parties under this Agreement:

NOW THEREFORE for mutual consideration as indicated below, the parties do hereby enter into this Agreement subject to the following terms and conditions:

PROPERTY TO BE LEASED

1. The City agrees to lease to the County the 60ft x 60ft parcel of land located to the west of Boyd Avenue in the City of Kaukauna and to the south of the archery range as it exists on the date of the execution of this Agreement, said parcel being depicted in Exhibit A and as attached to this Agreement.

EASEMENTS

2. The City further agrees to grant all necessary access and utility easements to the County and its contractors to facilitate the construction and operation of a telecommunications Tower at the location described herein and depicted in Exhibit A as attached to this Agreement.

CONTINGENCIES

3. This lease is contingent upon the approval of a Special Exception Permit by the City for the construction of a telecommunications Tower at the location described herein and depicted in Exhibit A and attached to this Agreement. Said permit shall not be unreasonably denied. A denial of a Special Exception Permit by the City shall result in the immediate termination of this lease and Agreement.
4. This lease is further contingent upon the successful testing of soils and other preconstruction examinations of the site and a determination that the site is appropriate for the construction of a self-supporting communications Tower sufficient to suit the needs of the County.
5. The City will permit the County and its Contractors access to the parcel in question to facilitate the testing and examinations necessary to determine whether the site is appropriate for the construction of a self-supporting communications Tower.
6. The County shall notify the City of the outcome of any testing or examinations prior to construction. A determination that the site is not appropriate for the construction of a self-supporting communications Tower shall result in the termination of this Agreement.

RESTRICTIONS ON USE

7. The County agrees that the leased parcel shall be utilized solely for the construction, operation and maintenance of a communication Tower whose primary purpose shall be the placement and operation of public safety radio communication equipment.
8. The County agrees that it will abide by City ordinance regulating the construction and operation of telecommunication Towers as written in §17.32(13) of the City's municipal code at the time of the execution of this Agreement.

COLLOCATION AGREEMENTS

9. The City recognizes the County's obligation to attempt to recover some portion of the costs incurred by the construction and operation of the Tower. The City agrees therefore that, pursuant to the policy articulated in its municipal code and specifically within §17.32(13)(f) of that code, the County may pursue collocation agreements with third parties who wish to place communication antennas on said Tower. Such collocation agreements shall not be the basis of any claim that the primary purpose of the Tower is no longer the placement and operation of public safety radio equipment, and shall not be the basis of a Notice of Termination as provided for in Paragraph 12 of this Agreement. All revenue generated by such Agreements shall belong to the County.
10. The County agrees to allow the City and/or Kaukauna Utilities to place a communication antenna upon the Tower for use by the City and Kaukauna Utilities. The County shall

not charge any fees to the City or Kaukauna Utilities for allowing such placement and maintenance of a communication antenna upon the Tower.

TERM/TERMINATION

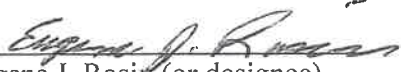
11. The TERM of this lease shall be 50 years commencing at the date of execution of this Agreement.
12. Both parties shall have the right to Terminate the lease and associated Agreement in the event the Tower reaches the end of its useful life prior to the expiration of the original Term, or in the event that the Tower is no longer utilized for public safety radio communication. Termination under either of those circumstances shall be effected by the provision of 180 days written notice by the party exercising its right of Termination.
13. The parties agree that this lease and the construction and operation of the Tower is for the mutual benefit of both the City and the County and for the safety and protection of its citizens. Therefore the County shall make annual payments in the amount of \$1 to the City throughout the term of this lease. The first such payment shall be rendered within 10 days of the execution of this Agreement and the issuance of a Special Exception Permit. Subsequent payments shall be made by March 31st of each respective year throughout the term of the lease or until termination under Paragraph 12 of this Agreement.
14. The City agrees that regardless of the time for the removal of an abandoned Tower provided for within §17.32(13)(i) of its municipal code at the time of the execution of this Agreement, or in any subsequently revised or issued section of the City's municipal code, the County and/or its contractors shall have 180 days to remove the Tower at the end of its useful life.

COMPLETE AGREEMENT/AMENDMENT

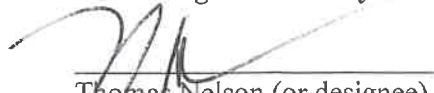
15. This document and the attached Exhibit A constitute the full and complete description of any and all agreements between the City and the County regarding the lease and use of the property described herein. This Agreement shall not be amended without the express authorization of both the Common Council of the City and the County Board of Supervisors. Any such Amendment shall be done in the written form, shall be fully executed by the parties, and shall be attached hereto.

Dated this 31 day of AUGUST, 2014.

For the City of Kaukauna:


Eugene J. Rosin (or designee)
Mayor
City of Kaukauna

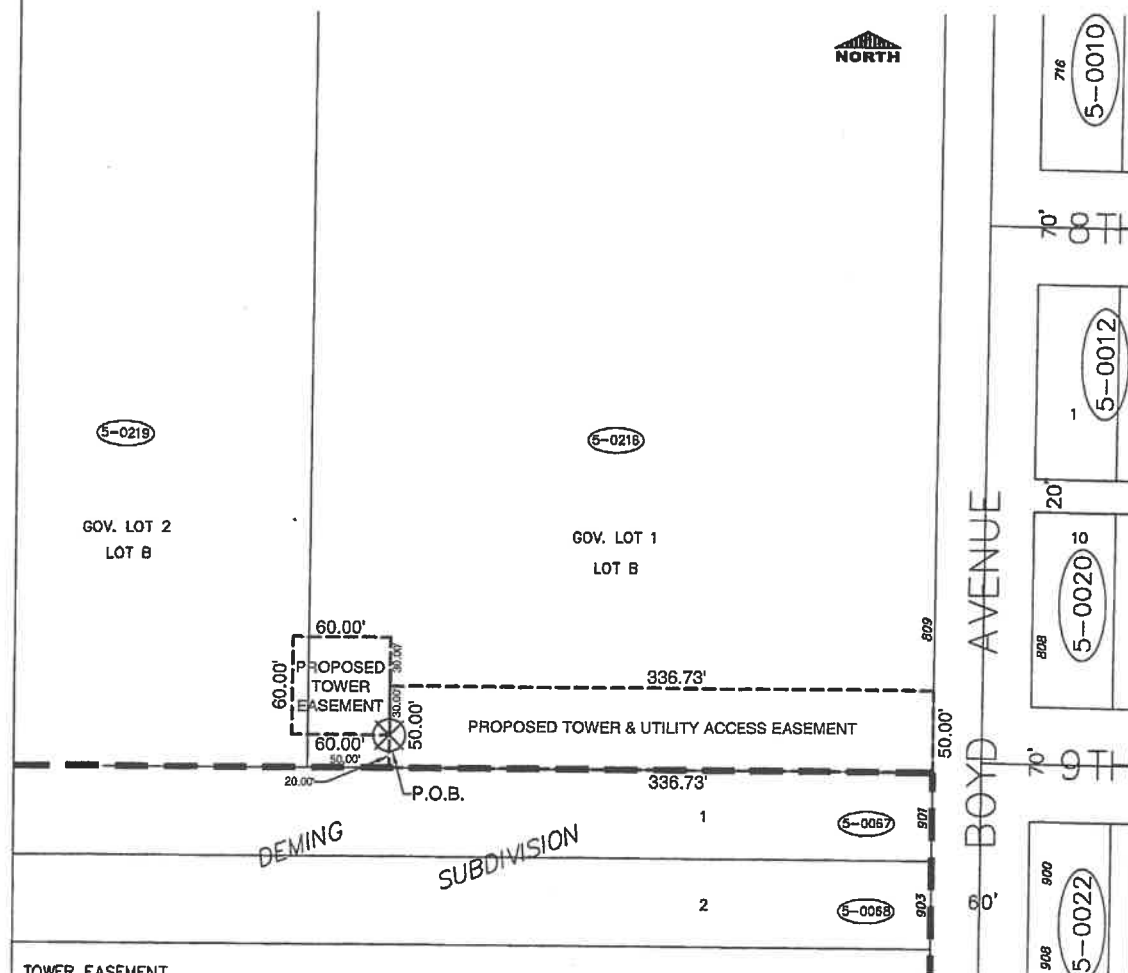
For Outagamie County:


Thomas Nelson (or designee)
County Executive
Outagamie County

APPROVED AS TO FORM:


Mark G. Schroeder
Assistant Corporation Counsel

POOL ROAD TOWER, UTILITY & ACCESS EASEMENT



TOWER EASEMENT

PART OF LOT B, GOVERNMENT LOT 1 AND PART OF LOT B, GOVERNMENT LOT 2, LOCATED IN SECTION 22, TOWNSHIP 21 NORTH, RANGE 18 EAST, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF GOVERNMENT LOT 1, LOT B WITH THE NORTH LINE OF THE DEMMING SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF LOT 1 OF THE DEMMING SUBDIVISION A DISTANCE OF 50.00 FEET; THENCE NORTHERLY 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY A DISTANCE OF 60.00 FEET; THENCE WESTERLY A DISTANCE OF 60.00 FEET; THENCE SOUTHERLY A DISTANCE OF 60.00 FEET; THENCE EASTERLY A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 360.0 SQUARE FEET (.008 ACRES) MORE OR LESS.

ACCESS & UTILITY EASEMENT

PART OF LOT B, GOVERNMENT LOT 1 LOCATED IN SECTION 22, TOWNSHIP 21 NORTH, RANGE 18 EAST, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF GOVERNMENT LOT 1, LOT B WITH THE NORTH LINE OF THE DEMMING SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF LOT 1 OF THE DEMMING SUBDIVISION A DISTANCE OF 50.00 FEET; THENCE NORTHERLY 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY A DISTANCE OF 30.00 FEET; THENCE EASTERLY A DISTANCE OF 336.73 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BOYD AVENUE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY OF BOYD AVENUE A DISTANCE OF 50.00 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF LOT 1 OF THE DEMMING SUBDIVISION A DISTANCE OF 336.73 FEET; THENCE NORTHERLY 20.00 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 16,847.50 SQUARE FEET (0.39 ACRES) MORE OR LESS.

THE CITY OF KAUKAUNA HEREBY RESERVES THE RIGHT TO AMEND THE LOCATION AND DIMENSIONS OF SAID ACCESS AND UTILITY EASEMENT FROM TIME TO TIME. SUCH AMENDMENT SHALL BE MADE IN ACCORDANCE WITH THE LEASE AGREEMENT AND SHALL PROVIDE ALL NECESSARY ACCESS FOR THE CONTINUED OPERATION AND MAINTENANCE OF THE TELECOMMUNICATIONS TOWER.

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

CITY OF KAUKAUNA

ENGINEERING DEPARTMENT

DRAWN BY: STRELCHER

APPROVED BY: SUNDELIUS

DATE: MARCH 4, 2014

REVISED: MARCH 18, 2014 D.S.

SHEET 1 OF 1

FILE: **EXHIBIT A**