



City of Waukesha
 201 Delafield Street
 Waukesha, WI 53188
 Tel: 262.542.3700
 waukesha-wi.gov

City of Waukesha Cover Sheet

Committee: Transit Commission Meeting	Transit Commission Meeting Date: 5/21/26
ID Number: #26-03636	Ordinance/Resolution Number (if applicable): N/A
Department Submitting: Public Works - Transit	Submission Date: 6/04/26
Agenda Item Title: Review and Act on Proposed Amendment to Clear Channel Bus Shelter Agreement	

Issue Before the Council:

This item is to review and act on the proposed amendment to the Clear Channel Bus Shelter Agreement that would reduce the number of bus shelters in the agreement from 22 to 20. The agreement is that Clear Channel maintains bus shelters (cleans, removes snow/ice, repairs) and in return they can advertise in the shelters. Clear Channel also pays the Transit Commission \$700/year per shelter from the revenue they generate from ad sales.

Two bus shelters were moved last Fall (2025) from Broadway & East, at the owner's request (Hope Center) as it was on private property, and from Summit & Grandview, the bus stop was eliminated due to service changes, to new stops that are not as desirable to generate ad revenue so Clear Channel is declining to include the new locations in the contract. The new locations had existing shelters in disrepair and ridership warranted continuing to have a shelter. There are very few bus stops without a bus shelter in the City that have the ridership to justify a shelter, enough space for a shelter and high enough traffic counts to make advertising at the shelter lucrative for Clear Channel.

This amendment reduces the revenue the Transit Commission receives by \$1,400 annually effective May 31, 2026 but maintains the overall agreement for the remaining 20 shelters through November 30, 2027 the expiration date of the agreement.

Options & Alternatives:

The only alternative would be to reject this amendment, but that runs the risk of Clear Channel wanting to end the agreement now and/or default on the agreement which Transit would then have to take on the expense of maintaining 20 additional bus shelters and lose out on the remaining \$12,600/year in ad revenue payments. It is highly unlikely to find another vendor that would agree to this type of contract as very few ad vendors offer shelter maintenance due

to the added cost involved (mainly labor). Transit would need to hire a contractor to maintain these additional 20 shelters which is estimated to cost \$20,000+ annually.

What is the Strategic Plan Priority this item relates to:

Financial Sustainability

What impact will this item have on the Strategic Plan Priority?

The amendment reduces revenue by \$1,400 but it maintains the agreement and generates \$12,600 in revenue annually and avoids a possible additional expense of \$20,000 or more.

Financial Remarks:

The amendment reduces revenue by \$1,400/year but it maintains the agreement and generates \$12,600 in revenue annually and avoids a possible additional expense of \$20,000 or more.

Executive Recommendation:

Recommend approval.

Reviewed By:

City Attorney Brian Running	Date Reviewed
Finance Director Joseph P. Ciarro	Date Reviewed
City Administrator Anthony W. Brown <i>Anthony Brown</i>	Date Reviewed 05/18/2026

**AMENDMENT
TO CONTRACT AGREEMENT
(Lease #31867-00)**

THIS AMENDMENT TO CONTRACT (this "Amendment"), dated to be effective this April 21, 2026, (the "Effective Date") is made and entered into by and between CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company, ("Tenant"), and CITY OF WAUKESHA [Waukesha Metro Transit] a Wisconsin Municipal Corporation ("Landlord").

RECITALS

- A. Landlord and Contractor (collectively, the "Parties" and each, individually, a "Party") are parties to that certain Contract agreement dated January 4, 2018, by and between Landlord and Contractor (as it may have been amended from time to time, the "Contract").
- B. Pursuant to the Lease, Contractor provided and installed bus shelters in the City of Waukesha per terms within the agreement, more particularly described therein for the purpose of maintaining outdoor advertising bus shelters.
- C. The Parties desire to amend and modify certain terms of the Contract as provided herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledge, the parties do hereby agree as follows:

- 1. Except as otherwise defined herein, capitalized terms used in this Amendment shall have the meanings assigned to such term in the Lease.
- 2. Removal of Shelter(s): Contractor and City may agree, by mutual written agreement appended to this Contract, that certain shelters shall be excluded from the Contract.
 - (a). Waukesha Metro Transit removed two bus shelters and relocated them to new bus routes. Bus shelter panel #5186/5187 (Broadway and East) and bus shelter panel #5284/5286 (Summit and Grandview) bring the current bus shelters from 22 shelters to 20 shelters as of 4/21/2026.
- 3. FEE: Commencing May 31, 2026, Rent will be reduced per the terms of the contract from the current annual rental amount of \$15,400.00 (\$7,700.00, 6-month pay period) to a new annual rental amount of \$14,700.00 (\$7,350.00, 6-month pay period)
- 4. Except as amended or modified hereby, all other terms of the Lease shall remain unaltered and in full force and effect.
- 5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

**LANDLORD:
CITY OF WAUKESHA**

By: _____

Name: Alicia Halvensleben

Title: Mayor

Date: _____

**TENANT:
CLEAR CHANNEL OUTDOOR, LLC**

By: _____

Name: Michelle Costa

Title: Regional President

Date: _____