



**Telecommunications Advisory Commission  
February 20, 2025  
Gerald C. Turry Board Room  
6900 North Lincoln Avenue  
Lincolnwood, Illinois 60712  
7:00 P.M.**

- I. Call to Order
- II. Roll Call
- III. Approval of Minutes
  - a. January 23, 2024 Meeting Minutes
- IV. New Business
  - a. T-Mobile Lease Renewal
  - b. 2023-2025 Biennial Report
- V. Old Business
- VI. Public Forum
- VII. Adjournment

Posted: February 18, 2025

By: Madeline Farrell, Assistant Village Manager

**Village of Lincolnwood  
Telecommunications Advisory Commission  
Gerald C. Turry Board Room  
Village Hall  
January 23, 2024  
6900 North Lincoln Avenue**

**Commissioners Present**

Brad Fox, Chair  
Jeffrey Light (7:05 P.M.)  
Talha Rizvi  
Andrew Gavrilos  
Joan Friedman

**Commissioners Absent**

**Trustee Liaison**

Craig Klatzco

**Staff Present**

Charles Meyer, Assistant Village Manager

**I. Call to Order**

- a. The meeting was called to order at 7:00 P.M. By Commissioner Fox.

**II. Roll Call**

- a. Commissioner Fox called the Roll. A quorum was present.

**III. Approval of Minutes**

- a. A motion was made by Commissioner Friedman to approve the revised minutes of January 12, 2021 Telecommunications Advisory Commission. The Minutes were approved via a roll call vote.

The Minutes were approved as amended.

**IV. New Business**

None

**V. Old Business**

**a. Comcast Franchise Agreement**

The current status of the Comcast Franchise Agreement was presented by Assistant Village Manager Meyer via PowerPoint.

Mr. Meyer summarized the current status of the negotiation process and modifications made to the draft agreement between the Village and

Comcast to align the Village's agreement with the standard agreement through the Metropolitan Mayors Caucus.

Resident Mark Yohanna spoke before the Commission regarding his own experiences with Comcast and raised those concerns to the Commission for their information as they deliberate on the proposed agreement. Mr. Meyer shared that he would follow-up with the Village's Representation with Comcast regarding Mr. Yohanna's experiences and said that the Village will share resources available to the community to address their issues with Comcast and telecommunication providers. It was requested by the Commission that as residents report issues about Telecommunications providers that those concerns be provided as a report to the Commission going forward.

Mr. Meyer continued his presentation regarding the proposed agreement with Comcast.

Discussion ensued.

At the conclusion of the discussion, Chair Fox asked if there was a motion to recommend the proposed agreement for Comcast to the Village Board. The motion was made by Commissioner Light and seconded by Commissioner Friedman. The motion was approved via a voice vote.

Mr. Meyer shared that the agreement and corresponding Village Code changes that would be needed to mirror the new agreement would be presented at a future Village Board Meeting.

**b. Small Wireless Facility**

Mr. Meyer provided a status update regarding small wireless facilities (SWF) in the community. Mr. Meyer provided a summary on the current disbursement of SWF in the community and process taken by staff to respond to requests for SWF along with communication efforts going forward to neighboring residents to make them aware of the installation of any new equipment.

Discussion ensued.

It was the consensus of the Telecommunications Advisory Commission that efforts continue to communicate to the public on any pending site installations and to provide a regular report to the Commission if any activity occurs in the Village.

## **VI. Public Forum**

None

## **VII. Adjournment**

- a. Prior to a motion for adjournment, Commissioner Rizvi announced that he was moving to a nearby suburb in March and would no longer be able to serve on the Telecommunications Advisory Commission. The Commissioners thanked him for his service and asked that applications be sought for new members to join the Commission.
- b. Commissioner Gavrilos made a motion to adjourn the meeting. Commissioner Friedman seconded the motion. The meeting was adjourned via voice vote.

The meeting adjourned at 8:19 P.M.

Next Meeting: To be determined

**Minutes Prepared by: Charles Meyer, Assistant Village Manager**



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# MEMORANDUM

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**TO:** Chair and Commissioners of the Telecommunications Advisory Commission

**FROM:** Madeline Farrell, Assistant Village Manager

**DATE:** February 20, 2025

**SUBJECT:** T-Mobile Lease Renewal

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## **Background**

The original agreement between T-Mobile and the Village of Lincolnwood for the cellular tower located on a Village-owned water tower at 7034 Central Park Avenue was completed on November 2, 2000, and expired in November 2020. The original agreement was a five-year term with three additional five-year renewals. The initial rent was \$24,000 annually, paid monthly with 4% annual rent increases. Since the expiration of the agreement, T-Mobile has been on a month-to-month informal lease paying rent in accordance with the original agreement. The Village currently receives \$4,213.70 per month from T-Mobile.

## **Discussion**

T-Mobile submitted a proposed amendment to the original agreement. The Village engaged Cell at Auction LLC to analyze the proposal. Bud Blinick, President of Cell at Auction LLC, is an industry expert with experience negotiating and analyzing agreements and amendments with other municipalities.

The T-Mobile proposal includes renewing/extending the site lease with a new monthly rent of \$4,300 per month with 3% annual rent increases for four additional and successive five-year terms. This rent is at the high end of the market. The annual rent increase is in line with the current market. Mr. Blinick will attend the February 20, 2025 Commission meeting to discuss his analysis and answer any questions.

The Village Attorney has also reviewed the amendment. Attached are both the clean and redline versions of the amendment.

## **Financial Impact**

The Village will receive \$4,300 per month with 3% annual rent increases.

## **Recommendation**

It is recommended that the Telecommunications Advisory Commission motion to recommend the proposed amendment to the Village Board for approval. Pending the Telecommunications Advisory

Commission's recommendation, the amendment will be placed on a future Village Board agenda for approval.

**Documents Attached**

1. Expired Agreement with T-Mobile
2. Proposed Amendment from T-Mobile with Attorney Revisions – Redline
3. Proposed Amendment from T-Mobile with Attorney Revisions – Clean

## WATER TOWER LEASE AGREEMENT

This lease agreement ("Agreement") is entered into this 2<sup>nd</sup> day of November, 2000, by and between Cook Inlet/Voice Stream Operating Company, LLC, a Delaware limited liability company, by Voice Stream PCS BTA I Corporation, its Agent ("Lessee"), and the Village of Lincolnwood ("Village"), an Illinois Municipal Corporation ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1.0 Premises.** Lessor is the owner of a parcel of land ("Land") and a water tower ("Tower") located thereon, in the Village of Lincolnwood, County of Cook, State of Illinois, commonly known as the Village Water Tower ("Property"). The Land is more particularly described in Exhibit "A" attached hereto and made a part hereof. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately two hundred forty (240) square feet of space on and in the Property (collectively, the "Premises") in the location and as shown on Exhibit "B" attached hereto and made a part hereof. The area occupied by the antenna assemblies will be as shown on Exhibit "C" attached hereto and made a part hereof.

**2.0 Use.** The Premises may be used by Lessee for the provision of telecommunications services including the operation of communications and radio equipment, antennas and dishes and for transmitting and receiving communications signals, and in connection therewith, for the installation, repair, maintenance, operation, upgrade, replacement, and removal of antennas, dishes, wires, transmitters, receivers, appliances, trade fixtures and communications, radio and other equipment (collectively the "Equipment"), or for any other, related or similar, lawful purpose. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other approvals that may be required for Lessee's intended use of the Premises.

### **3.0 Tests and Construction.**

**3.1 Tests; Surveys; and Maps.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of: making necessary engineering surveys, inspections, soil test borings, other reasonably necessary tests and constructing the "Lessee Facilities" (as defined in Paragraph 6.1); provided, however, such tests and construction shall be at Lessee's sole cost and expense. Upon Lessee's request, Lessor agrees to provide promptly to Lessee copies of all plans, specifications, surveys and tower maps for the Land and Tower.

**3.2 Plans and Permits Required.** Prior to commencing construction, Lessee shall submit to Lessor a complete set of Lessee's plans for construction on the

Premises and pay reasonable fees and costs as required by the Village. The Village, and its consulting Engineer (Alvord, Burdick, & Howson) shall review such plans within a reasonable period of time, and, if the plans comply with all applicable Village building codes, and recommendations of the Village's Consulting Engineer, shall issue a building permit. Prior to the receipt of such building permit, Lessee will not begin construction on the Premises.

**3.3 Commencement and Completion of Work.** Lessee will, after the issuance of the building permit, notify the Village Administrator of the commencement date of the work, prior to Lessee commencing said work. Once work commences, Lessee will complete the work within one hundred twenty (120) days from the commencement date of said work.

**3.4 As Built Plans.** Lessee shall provide Lessor with a set of "As Built" drawings of the "Lessee Facilities" (as defined in Paragraph 6 below) within a reasonable time following completion of the construction of the "Lessee Facilities".

**4.0 Term.** The term of this Agreement shall be five (5) years commencing on the date a building permit is issued ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date ("Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for three (3) successive five (5) year periods ("Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor in writing of its intention not to renew at least sixty (60) days prior to commencement of the succeeding Renewal Term.

## **5.0 Rent.**

**5.1 Base Amount.** Lessee shall pay Lessor twenty-four thousand dollars (\$24,000.00) per year as full rental for the initial Term (the "Rent"), payable in monthly installments of two thousand dollars (\$2,000) each (the "Monthly Payment"). The first Monthly Payment of Rent (the "Initial Payment") shall be payable within thirty (30) days of the Commencement Date, prorated as appropriate. Subsequent Monthly Payments shall be payable on or before the fifth day of each calendar month. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at the Village of Lincolnwood, Village Hall, 6900 Lincoln Avenue, Lincolnwood, Illinois 60712; Attention: Finance Director.

**5.2 Increase.** On each annual anniversary of the Commencement Date, Lessee shall pay for the following twelve month period, the then current Rent, increased by four percent (4%) per annum.

**5.3 Security Deposit.** Within thirty (30) days of the Commencement Date, Lessee shall deposit with Lessor the sum of Two Thousand Dollars (\$2,000.00) (the "Security Deposit"). Said Security Deposit shall be held by Lessor as security for the faithful performance by Lessee of the covenants and conditions of this Agreement. If Lessee defaults under this Agreement, and such default is not cured by Lessee as provided in Paragraph 9, Lessor may use, apply or retain all or a part of this Security Deposit to compensate Lessor for any loss, damage or expense incurred or suffered by Lessor by reason of Lessee's uncured default. Prior to Lessor invading the Security Deposit, it shall first give Lessee written notice of its intention to do so and with that notice shall provide to Lessee written documentation of the loss, damage or expense for which Lessor seeks compensation from the Security Deposit. Such notice and documentation shall be provided by Lessor to Lessee within forty-five (45) days after the date of the occurrence which gives rise to Lessor's claimed loss, damage or expense. Failure to provide such notice and documentation within such time shall result in a waiver by Lessor of the right to invade the Security Deposit. If the Security Deposit is invaded by Lessor in accordance with this Paragraph, Lessee shall restore the Security Deposit within forty-five (45) days after the notice and demand from Lessor. Lessor shall return the Security Deposit to Lessee or Lessee's assignee within forty-five (45) days after the date of expiration or termination of this Agreement.

## **6.0 Facilities; Utilities; Access.**

**6.1 Facilities.** Lessee, at its sole cost and expense, has the right to erect, repair, upgrade, replace, remove, maintain and operate on the Premises radio communications facilities, including security fencing, utility lines, transmission lines, an air conditioned equipment shelter, electronic equipment, radio transmitting and receiving antennas and supporting structures thereto and emergency power generators ("Lessee Facilities"); provided, however, at all times Lessee Facilities shall be located within the Premises. In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. Lessee's construction and installation work shall be performed in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. Lessee's Facilities shall remain Lessee's personal property and are not fixtures. Lessee shall remove all Lessee's Facilities at its sole expense on or before the expiration or earlier termination of the Agreement, but such period of time may be extended one time for a period not to exceed 30 days beyond the expiration or termination date provided Lessee pays the then current Rent on a prorated basis for the period of time in which the Lessee's Facilities remain on the Premises; provided further that Lessee repairs any damage to the Premises caused by such removal and that Lessee restores the Property to its present condition, all at Lessee's sole cost and expense, reasonable wear and tear and loss by casualty or other

causes beyond Lessee's control excepted.

**6.2 Utilities.** Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity, by submeter, and other utilities from the existing utilities on the Property or obtain, at its sole cost and expense, separate utility service from any utility company that will provide service to the Property (including a standby power generator for Lessee's exclusive use). Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Premises. As partial consideration for Rent paid under this Agreement, Lessor hereby grants Lessee an easement ("Easement") for ingress, egress, and access to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Lessee Facilities at all times during the Term of this Agreement or any Renewal Term. Lessee, at its expense, may use any and all appropriate means of restricting access to the Lessee Facilities, including, without limitation, the construction of a fence.

**6.3 Access to Premises.** Lessee, Lessee's employees, agents and subcontractors shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge.

**6.4 Advertising and Signage Prohibited.** Lessee shall not use the Premises or the Property for any advertising, displays or signage except as required by the Federal Communications Commission.

## **7.0 Interference.**

**7.1 Noninterference.** Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor, other preexisting lessees or licensees of the Property. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements including the operation of all equipment.

**7.2 Location of Other Facilities.** This Agreement between Lessor and Lessee shall not prohibit Lessor from leasing space to other lessees for telecommunications uses, provided such uses shall not interfere with Lessee's telecommunications operations.

**7.3 Claims of Interference.** Should Lessor claim interference with existing uses due to Lessee Facilities, Lessee shall, at its sole cost and expense,

cooperate with Lessor to determine if Lessee Facilities are the source of such claimed interference. Such cooperation shall include but not be limited to, intermodulation studies. Should it be determined by such studies that such interference is directly attributable solely to the operations of the Lessee Facilities on the Premises, Lessee, at its sole cost and expense, shall take all reasonable measures to modify the Lessee Facilities in order to mitigate such interference to Lessor's reasonable satisfaction.

## **8.0 Taxes.**

**8.1 Obligation to Pay Taxes.** Lessee acknowledges that the municipal water supply function of the Tower and the Property constitutes the primary use of the Tower and the Property. Lessee acknowledges that the Tower and the Property may also be used for one or more separate, secondary uses that are municipal and real estate tax exempt in nature ("Exempt Uses") and/or non-municipal or non-tax exempt in nature such as the lease to others for telecommunications or other purposes which may be nonexempt from real estate taxes ("Non-Exempt Uses"), and that Lessee's use falls into the latter Non-Exempt Uses category. Unless and until Lessee terminates this Agreement and entirely removes its Facilities and restores the Premises pursuant to Paragraph 10.3 herein, (in which event, notwithstanding any other provision in this agreement to the contrary, Lessee shall have no obligation under this Paragraph 8.1 from and after such termination, except as hereinafter provided), Lessee shall be responsible to pay all real estate taxes which are levied during the Term and which are directly attributable to Lessee's leasehold interest in the Property and the Premises or to the construction of improvements thereon by Lessee ("Lessee Liability Taxes"). In Lessor's notification to any state or county official informing of the existence of this Agreement, and in its annual Certificate of Exempt Status to be filed annually with the Cook County Assessor, Lessor shall describe the real estate leased to Lessee as the Premises.

**8.2 Notices of Assessment and Payment.** Immediately following the receipt of any notice of assessment and/or levy relating to Lessee Liability Taxes, any party receiving such notice shall promptly send a copy thereof to the other party in order to provide the other party with the opportunity to respond thereto and/or contest any such assessment or levy within the applicable periods provided for to the extent that any such period is available when the recipient received the notice. Lessee will provide record/document of tax payments annually.

**8.3 Lessee to Reimburse Lessor.** Lessee shall directly reimburse Lessor for any personal or real property taxes which are assessed as a result of Lessee's improvements to the Property. Lessor shall provide to Lessee the documentation from the taxing authority, reasonably acceptable to Lessee, indicating the tax is due to Lessee's improvements.

**9.0 Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereby by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) business days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) Lessor may terminate this Agreement following a determination by a qualified engineer (using appropriate instruments which are properly calibrated) that the power density levels emitted from Lessee's equipment located on the Premises exceed the American National Standards Institute's ("ANSI") "Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields" as set forth in ANSI Standard C95.1-1982 (or any ANSI Standard(s) which supersede this standard), at points accessible to and intended for the general public and the inability of Lessee to bring its equipment into compliance with such standard within sixty (60) days receipt of a written copy of Lessor's engineering findings.

#### **10.0 Destruction or Condemnation.**

**10.1 Condemnation.** In the event of condemnation, Lessee's share of any condemnation award or proceeds from sale in lieu of condemnation shall be limited to compensation for Lessee Facilities. Lessee shall not receive any part or portion of condemnation award or sales proceeds relating to compensation for property owned by the Lessor.

**10.2 Destruction of Premises.** Lessee, at its sole cost and expense, shall maintain the Premises in accordance with all regulations of the Lessor for the duration of this Agreement. In the event the Premises is destroyed or damaged in whole or in part by casualty during the term of this Agreement, then the responsible party (Lessor or Lessee) that caused such damage through fault or negligence shall at its sole expense repair and restore the Premises. Such repair and restoration shall be performed within sixty (60) days of receipt of written notice of casualty by Lessor or Lessee. If such damage is caused by Lessee, the Lessee shall not have the right to terminate the Agreement until such repairs and restoration are performed. During the period of such repair, at the Lessor's sole discretion Lessee may be allowed to erect a temporary tower or pole at no extra cost sufficient to allow Lessee to continue coverage provided by the Lessee Facilities during such construction. Such permission to erect a temporary tower or pole shall not be reasonably withheld.

**10.3 Restoration Upon Expiration or Termination.** Upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof reasonable wear and tear and loss by casualty or damage caused by reasons beyond Lessee's control excepted.

**11.0 Relocation.**

**11.1 Alternate Premises.** Lessor shall have the right to relocate the Lessee Facilities during the Term or any Renewal Term of this Agreement upon not less than twelve (12) months prior written notice to Lessee; provided, however, that the new Premises (the "Alternate Premises") shall be virtually identical in area and radio signal strength for Lessee's purposes and any such substitution is effected for the purpose of razing the Tower and/or replacing the Tower. Lessee shall pay any and all expenses connected with moving the Lessee Facilities to the Alternate Premises on a one time basis, thereafter Lessor will be responsible for cost incurred for subsequent relocations.

**11.2 Suitability of Alternate Premises.** The size, location and dimensions of the Alternate Premises shall be chosen by Lessor but must, in Lessee's reasonable judgment, be at least as suitable for purposes of operating the Lessee Facilities as the size, location and dimensions of the Property. If the Alternate Premises are not suitable for Lessee's operations, as determined by Lessee in its sole judgment, then Lessor shall not require Lessee to relocate to such Alternate Premises and Lessee shall remain on the Premises until the expiration of the twelve (12) month period or, if Lessee is not willing to relocate, Lessee may terminate this Agreement upon thirty (30) days written notice to Lessor and Lessee shall have no further liability hereunder.

**11.3 Designation of Alternate Premises.** Upon this relocation of the Lessee Facilities from the Premises to the Alternate Premises, all references in this Agreement to the Premises shall be deemed to be references to the Alternate Premises. Following such relocation, Lessee may, at its expense, prepare plans delineating the Alternate Premises, which shall then replace Exhibit B of this Agreement.

**12.0 Insurance and Indemnification.**

**12.1 Insurance.** Lessee shall, at its sole cost and expense, obtain and maintain at all times during the term of this Agreement, on the Premises and on the Lessee Facilities, commercial general liability insurance (including bodily injury and property damage coverage) in an amount not less than One Million Dollars (\$1,000,000) annual aggregate for each personal injury liability. In

addition to the above, Lessee will provide the Village with a Four Million Dollar (\$4,000,000) excess liability umbrella policy. (The total limits of such coverage shall be not less than \$5,000,000 in the aggregate, divided between primary and excess, but in any event not less than \$1,000,000 primary.) The Lessee shall provide commercial automobile liability insurance protecting Lessee in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than One Million Dollars (\$1,000,000) annual aggregate for each personal injury liability. The Lessee shall provide workers compensation insurance at the maximum statutory level required in Illinois. All such primary insurance policies shall name the Village as an additional insured. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled or materially altered to reduce the policy limits until the Village has received at least thirty (30) days advance written notice of such cancellation or change. Lessee shall be responsible for notifying the Village of such change or cancellation.

## **12.2 Indemnification.**

A. Lessee will indemnify and hold harmless Lessor from and against all liabilities, obligations, claims, damages, causes of action, costs and expenses (including without limitation reasonable attorneys' and expert witnesses' fees and expenses) imposed upon or incurred by or asserted against Lessor by reason of any accident, injury to or death of any person or persons or damage to property occurring on the Land, the Tower, the Property, the Premises, property adjoining the Premises or the adjoining sidewalks, curbs, streets or ways resulting from any negligent act or omission or willful misconduct of Lessee or any of its employees or agents. In case any action, suit or proceeding is brought against Lessor by reason of any such occurrence, Lessee will, at Lessee's expense by counsel reasonably acceptable to Lessor, resist and defend such action, suit or proceeding or cause the same to be resisted and defended. This indemnity shall apply only with respect to events occurring after the date of this Agreement. The Lessee expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the responsibilities or liabilities of the Lessee or serve as a prohibition or limit in recovery under this Paragraph 12.2 A. The provisions of this Paragraph 12.2 A are applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render them void or unenforceable.

B. Lessee shall indemnify, defend and hold harmless Lessor and the Premises from all liens or claims for lien for labor or material by reason of any work done or material furnished Lessee (or furnished by or on behalf of Lessee) in connection with any work pursuant to this Agreement. If any such lien or claim for lien is filed against the Property or the Premises, Lessor shall give Lessee

notice thereof and demand that Lessee remove the same, and if the same is not removed within thirty (30) days after Lessee receives such notice and demand, then (and only then) Lessor may (unless within such thirty (30) day period Lessee furnishes to Lessor reasonable security to protect against such lien), without inquiring into the validity thereof, remove the same at its expense, and Lessee shall repay Lessor for any amounts so advanced within fifteen (15) days after receipt of Lessor's statement therefor.

**13.0 Performance Bond.** Within fifteen (15) days of the Commencement Date, Lessee shall deposit with Lessor a performance bond or letter of credit in the sum of Ten Thousand Dollars (\$10,000.00) ("Bond"). Said Bond shall be held by Lessor as security for the faithful performance by Lessee of the terms, covenants and conditions of this Agreement. If Lessee defaults under this Agreement, which default is not cured by Lessee, Lessor may use, apply or retain all or a part of this Bond to compensate Lessor for any loss, damage or expense incurred or suffered by Lessor by reason of Lessee's uncured default. Prior to Lessor using the Bond, it shall first give Lessee written notice of its intention to do so and with that notice shall provide to Lessee written documentation of the loss, damage or expense for which Lessor seeks compensation from the Bond. Such notice and documentation shall be provided by Lessor to Lessee within thirty (30) days after the date of the occurrence which gives rise to Lessor's claimed loss, damage or expense. If the Bond is used by Lessor in accordance with this Paragraph, Lessee shall restore the Bond within forty-five (45) days after the notice and demand from Lessor. Lessor shall return the Bond to Lessee or Lessee's assignee within forty-five (45) days after the date of expiration or termination of this Agreement.

**14.0 Assignment.** Lessee may not assign, or otherwise transfer all or part of its interest in this Agreement or in the Premises without the prior written consent of Lessor, except, however, that Lessee may assign its interest to its parent company or any subsidiary or affiliate. Lessor shall not unreasonably withhold consent for such assignment. For the purpose of this Paragraph, a "parent" shall mean a corporation which owns not less than fifty-one percent (51%) of the Lessee, a "subsidiary" shall mean any corporation not less than fifty-one percent (51%) of whose outstanding stock shall be owned by Lessee, and an "affiliate" shall mean any corporation under common ownership and/or control of Lessee. Upon such permitted assignment to a parent, subsidiary or affiliate of Lessee, such assignee shall succeed to all rights and options (including renewal options) of Lessee hereunder.

**15.0 Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent under the terms and conditions and in the manner set forth herein, and observing and performing all other terms, covenants and conditions on Lessee's part to be observed and performed within any applicable grace or cure periods, Lessee may peacefully and quietly enjoy the Premises.

**16.0 Repairs.** Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

**17.0 Marking and Lighting Requirements.** Lessor warrants that its Tower currently complies with all marking and lighting requirements of the Federal Aviation Administration and Federal Communications Commission. If either agency requires different or additional markings or lighting because of Lessee's use of the Tower, such compliance shall be at the expense of the Lessee.

**18.0 Attorneys' Fees and Recording Fees.** Lessee shall reimburse Lessor for attorneys' fees and any recording fees incurred in connection with this Agreement in an amount not to exceed one thousand dollars (\$1000) upon submission by Lessor to Lessee of an itemized statement of such fees.

**19.0 Miscellaneous.**

**19.1 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

**19.2 Severability.** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**19.3 Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

**19.4 Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below. Such notice shall be deemed effective five (5) business days after mailing, or in the event of notice by overnight courier service, upon receipt.

Lessor:

Village of Lincolnwood  
6900 Lincoln Avenue,  
Lincolnwood, Illinois 60712

ATTENTION: Village Administrator

Lessee:

Cook Inlet/ Voice Stream Operating Company, LLC  
C/o Voice Stream PCS BTA I Corporation  
3650 131<sup>st</sup> Avenue SE, Suite 400  
Bellevue, WA 98006  
Telephone (425) 586-8700  
Facsimile: (425) 586-8666  
Attn: Leasing Administrator  
With a copy to: Attn: Legal Department

With a copy to:

Cook Inlet/ Voice Stream Operating Company, LLC  
C/o Voice Stream PCS BTA I Corporation  
1375 E. Woodfield Road, Suite 400  
Schaumburg, IL 60173

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

**19.5 Corporate Standing.** Lessee represents and warrants that it is a limited liability company which is duly organized, validly existing and in good standing under the laws of the State of Delaware with power and authority to conduct its business in Illinois and as currently conducted and as contemplated by the Agreement.

**19.6 Corporate Authority.** All necessary corporate, regulatory, or other similar action has been taken to authorize and empower Lessee to execute, deliver and perform this Agreement.

**19.7 Compliance with Applicable Laws.** Lessee agrees to comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or (with respect to laws, regulations and rules promulgated by governmental entities other than the Village) which may be in effect during the Term of this Lease. Included within the scope of the laws, regulations and rules referred to in this Paragraph but in no way to operate as a limitation, public utility and

Interstate Commerce Commission regulations, Federal Communications Commission regulations, Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act including its requirement that all parties to a public contract have a sexual harassment policy that conforms to the requirements of 775 ILCS 5/2-105, and EEOC statutory provisions, rules and regulations.

**19.8 No Untrue Statements of Material Fact.** No information, document, certificate of an officer, statement furnished in writing, or report delivered to the Village by Lessee to the knowledge of Lessee, contains any untrue statement of a material fact or omits a material fact necessary to make the information, certificate, statement, or report not misleading.

**19.9 No Litigation Pending.** No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by Lessee which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this Agreement.

**19.10 Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Illinois (excluding its conflicts of laws rules) and any dispute arising as to the interpretation of this Agreement shall be heard in a court of competent jurisdiction sitting in Cook County, Illinois, and in no other court.

**19.11 Consents.** In any case where the approval or consent of one party is required, requested or otherwise to be given under this Agreement, such approval or consent shall not be unreasonably delayed or withheld.

**19.12 Attachments.** All Riders and Exhibits annexed hereto form material parts of this Agreement.

**19.13 Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

**19.14 Memorandum of Lease.** Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit D) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Agreement by either party. In the event the Property is encumbered by a mortgage or deed of trust, Lessor agrees, upon request of Lessee, to obtain and furnish to Lessee a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Lessee. Lessee may obtain title insurance on its interest in the Premises. Lessor agrees to execute such documents as the title company may require in connection therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

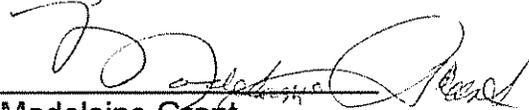
**Lessee**

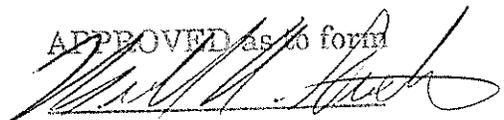
**Lessor**

Cook Inlet/Voice Stream  
Operating Company, LLC,  
a Delaware limited liability company,  
by Voice Stream PCS BTA I Corporation,  
its Agent

VILLAGE OF LINCOLNWOOD,  
an Illinois municipal  
corporation.

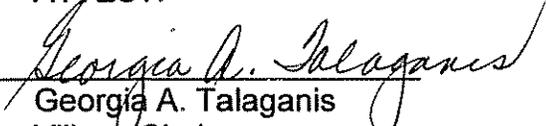
By:   
Its: GREG CISEWSKI  
REGIONAL VP OF OPS. AND DEV.

By:   
Madeleine Grant  
Village President

APPROVED as to form  
  
Michael A. Sievertson

By:   
Robert S. Bocwinski  
Village Administrator

ATTEST:  


ATTEST:  
  
Georgia A. Talaganis  
Village Clerk

Date: 11/2/00

Date: 11/2/2000

Commencement Date \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION

LOT 5 IN ANDREW BARKULES AND SON'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

DESCRIPTION OF PREMISES

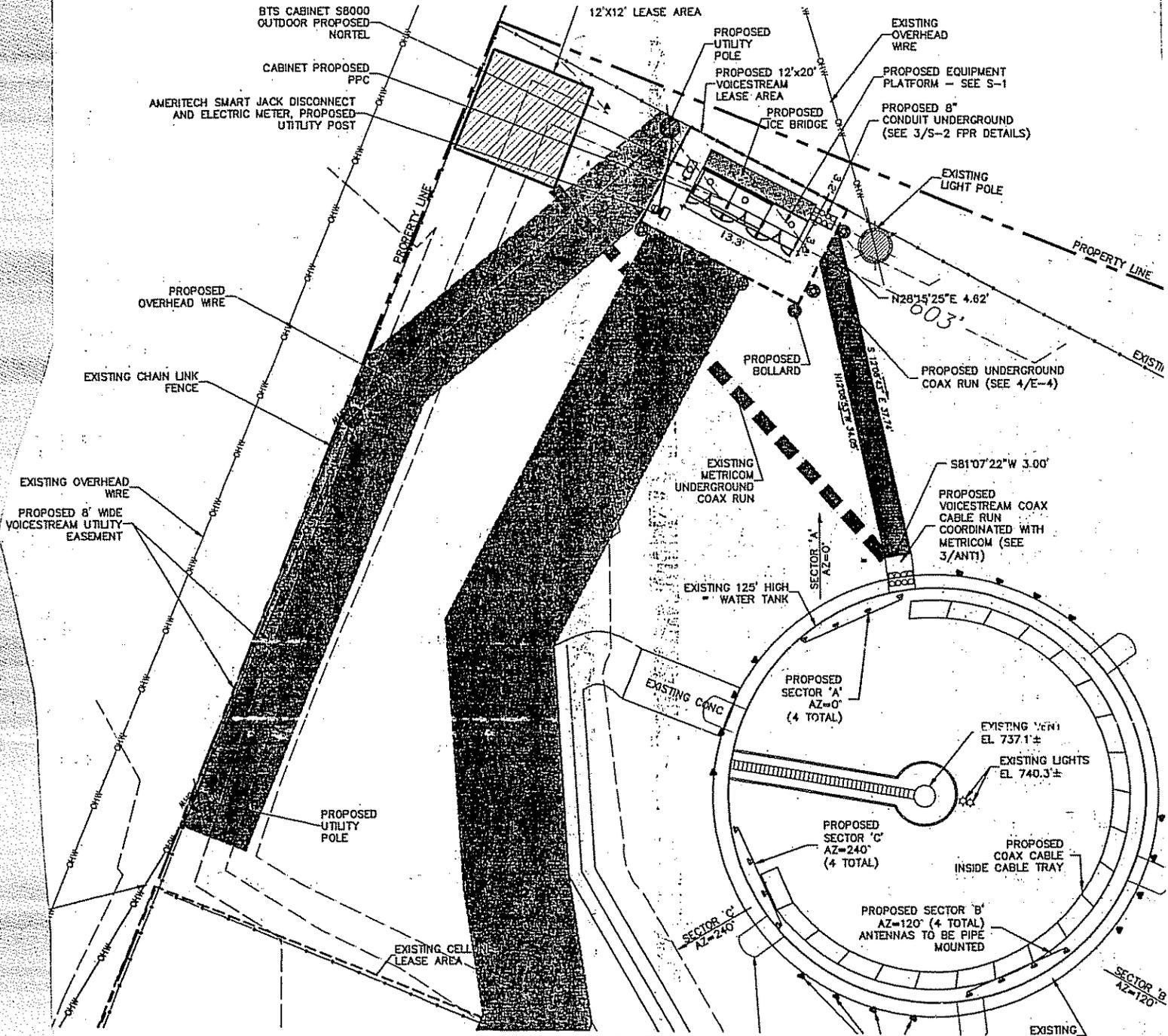


EXHIBIT C

DESCRIPTION OF ANTENNA ASSEMBLIES

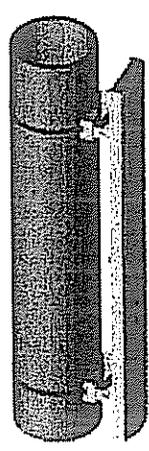
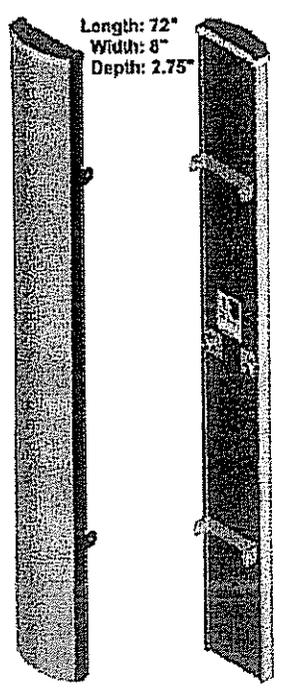
**Full Product Specs** **RR65-19-00DP**

**Mechanical**

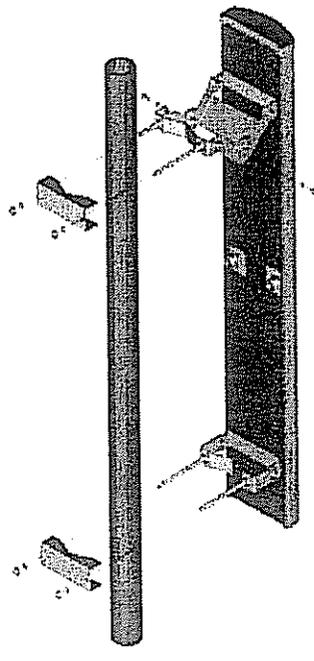
Dimension (LxWxD)	72 in x 8 in x 2.75 in (180 cm x 20 cm x 6.875 cm)
Rated wind Velocity	150 mph (241 kph)
Equivalent Flat Plate Area	4 ft <sup>2</sup> (0.37 m <sup>2</sup> )
Front Wind Load @ 100 mph (161 kph)	115 lbs (512 N)
Side Wind Load @ 100 mph (161 kph)	40 lbs (176 N)
Weight	23 lbs (10.45 kg)

**Electrical**

Azimuth Beamwidth	65°
Elevation Beamwidth	4.5°
Gain	19 dBi (16.9 dBd)
Polarization	DualPol
Front-to-Back Ratio	3 25 dB
Electrical Downtilt	00°
VSWR	1.35:1 Max
Connectors	2; Type N or 7-16 DIN (Female)
Power Handling	250 Watts CW
Passive Intermodulation	Less than -147dBc (2 tone @ 43 dBm 20W ea)
Lightning Protection	Chassis Ground



Band Mounted Option



**REINSTATEMENT AND [Category] AMENDMENT TO [Title]**

This Reinstatement and [Category] Amendment to [Title] (the “[Category] Amendment”) is effective as of the last signature below (the “Effective Date”), by and between Village of Lincolnwood, an Illinois Municipal Corporation (“[Company]”), and T-Mobile Central LLC, a Delaware limited liability company (“[Author]”) (each a “Party”, or collectively, the “Parties”).

[Company] and Lessee’s predecessor-in-interest Lessee (or their predecessors-in-interest) entered into that certain [Title] dated November 2, 2000, (the “[Subject]”), regarding the leased premises (“Premises”) located at 7034 Central Park Avenue (the “[Manager]”).

The [Subject] expired on or about November 19, 2020, since which time [Author] has continued to make all required payments and has remained on the [Manager], under the terms of the [Subject] with [Company]’s permission.

For good and valuable consideration, [Company] and [Author] agree as follows:

1. The [Subject] is hereby reinstated in its entirety, as amended herein, and is ratified and affirmed in all respects as if the [Subject] never expired. The [Subject] is in full force and effect and neither [Company] nor [Author] is in breach under the terms of the [Subject].
2. Effective October 1, 2024, the term of the [Subject] will automatically be extended for four (4) additional and successive five (5) year terms, each included as Renewal Term provided that [Author] may elect not to renew by providing [Company] at least thirty (30) days’ notice prior to the expiration of the then current Renewal Term.
3. Effective October 1, 2024, [Author] shall pay [Company] Four Thousand Three Hundred and 00/100 Dollars (\$4,300.00) per month as -[Rent], partial calendar month to be prorated in advance, by the fifth (5<sup>th</sup>) day of each calendar month. At the commencement of the first Renewal Term provided for in this First Amendment, the escalation set forth in the Lease Agreement shall terminate. Thereafter, the [Rent] will escalate by 3% of the License Fee in effect for the previous year on October 1, 2025, and on each anniversary thereafter. Where duplicate [Rent] would occur, a credit shall be taken by [Author] for any prepayment of duplicate [Rent] by [Author].
4. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. [Company] or [Author] may from time to time designate any other address for this purpose by providing written notice to the other Party.

Commented [ 1]: What scenario does this refer to?

If to [Author]:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/ CH11074A

If to [Company]:

Village of Lincolnwood  
6900 Lincoln Avenue  
Lincolnwood, IL 60712

5. [Author] and [Company] will reasonably cooperate with each other's requests to approve permit applications and other documents related to the [Manager] without additional payment or consideration (other than permit, application, or other similar fees required by law).

~~6. Any charges payable under the Agreement other than Rent shall be billed by Village to Lessee within twelve (12) months from the date in which the charges were incurred or due; otherwise, the same shall be deemed time barred and be forever waived and released by Village.~~

**Commented [ 2]:** Recommend deletion. If there are amounts due under the original agreement, those should be paid.

7-6. Except as expressly set forth in this [Category] Amendment, the [Subject] otherwise is unmodified. To the extent any provision contained in this [Category] Amendment conflicts with the terms of the [Subject], the terms and provisions of this [Category] Amendment shall control. Each reference in the [Subject] to itself shall be deemed also to refer to this [Category] Amendment.

8-7. This [Category] Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this [Category] Amendment will legally bind the Parties to the same extent as originals.

9-8. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this [Category] Amendment. [Company] represents and warrants to [Author] that the consent or approval of a third party has either been obtained or is not required with respect to the execution of [Category] Amendment. If [Company] is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) [Company] is solely responsible for all commission, fees or other payment to Agent and (b) [Company] shall not impose any fees on [Author] to compensate or reimburse [Company] for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this [Category] Amendment or any future amendment.

10-9. This [Category] Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this [Category] Amendment as of the Effective Date.

[Company]:

[Author]:

Village of Lincolnwood, an Illinois municipal corporation

T-Mobile Central LLC, a Delaware limited liability company

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

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

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

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

Title:

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

\_\_\_\_\_  
VIL  
LAGE MANAGER

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

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

**REINSTATEMENT AND [Category] AMENDMENT TO [Title]**

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T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/ CH11074A

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Village of Lincolnwood  
6900 Lincoln Avenue  
Lincolnwood, IL 60712

5. [Author] and [Company] will reasonably cooperate with each other's requests to approve permit applications and other documents related to the [Manager] without additional payment or consideration (other than permit, application, or other similar fees required by law).
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9. This [Category] Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this [Category] Amendment as of the Effective Date.

[Company]:

**Village of Lincolnwood, an Illinois municipal corporation**

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

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

Title: VILLAGE MANAGER

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

[Author]:

**T-Mobile Central LLC, a Delaware limited liability company**

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

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

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

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



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# MEMORANDUM

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**TO:** Chair and Commissioners of the Telecommunications Advisory Commission

**FROM:** Madeline Farrell, Assistant Village Manager

**DATE:** February 20, 2025

**SUBJECT:** Biennial Report of the Telecommunications Advisory Commission

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## **Background**

The purpose of this memorandum is to review the Biennial Report of the Telecommunications Advisory Commission (TAC) which will be part of the March 4, 2025 Committee of the Whole Meeting. This memorandum summarizes activities related to this Commission for 2023-2025. TAC serves as an advisory Commission with oversight of reviewing telecommunications regulations and franchise agreements, as needed.

## **Discussion**

This memorandum covers two segments including Membership and Meeting Frequency and Significant Initiatives. Those items are summarized below:

### *Membership and Meeting Frequency*

The membership of TAC includes:

Brad Fox, Chair  
Joan Friedman  
Andrew Gavrilos  
Jeffrey Light

There is currently one vacant position.

The TAC meets on an as-needed basis. In the time period identified, TAC met twice; once in January 2024 and once in February 2025. Topics that usually require TAC's deliberation include installation or significant refurbishment of large wireless facilities within the community along with franchise agreements.

### *Significant Initiatives*

In January 2024, TAC reviewed and recommended for approval a new 10-year Comcast franchise agreement. The majority of the proposed changes were in line with comparable communities and the Metropolitan Mayors Caucus template agreement that has been adopted by approximately 500 communities in Illinois. The agreement and corresponding code amendments were approved by the Village Board on February 20, 2024.

In February 2025, TAC reviewed a proposal from T-Mobile regarding the cellular tower at 7034 Central Park Avenue. The current lease expired in November 2020 and T-Mobile has been on a month-to-month informal lease paying rent in accordance with the original agreement.

**Financial Impact**

None

**Recommendation**

It is recommended that the Commission review the content of this memo and provide input on any necessary modifications.

**Documents Attached**

- 1) PowerPoint Presentation

# 2023-2025 Biennial Report

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TELECOMMUNICATIONS ADVISORY COMMISSION

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# Overview

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The Telecommunications Advisory Commission (TAC) serves as an advisory Commission with oversight of reviewing telecommunications regulations and franchise agreements, as needed.

This report covers activities from February 2023 through February 2025.

TAC meets on an ad-hoc basis and met twice during the above noted timeframe.

- The topics that usually require TAC's deliberation on the installation or significant refurbishment of large wireless facilities within the community and franchise agreements.

# Membership

---

Brad Fox, Chair

Joan Friedman

Andrew Gavrilos

Jeffrey Light

*Vacancy*

# Significant Initiatives

---

In January 2024, TAC reviewed and recommended for approval a new 10-year Comcast franchise agreement. The majority of the proposed changes were in line with comparable communities and the Metropolitan Mayors Caucus template agreement that has been adopted by approximately 500 communities in Illinois. The agreement and corresponding code amendments were approved by the Village Board on February 20, 2024.

In February 2025, TAC reviewed a proposal from T-Mobile regarding the cellular tower at 7034 Central Park Avenue. The current lease expired in November 2020 and T-Mobile has been on a month-to-month informal lease paying rent in accordance with the original agreement.

# Requested Action

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Discuss Telecommunications Advisory Commission Biennial Report