

ORDINANCE NO. 25-65

AN ORDINANCE APPROVING A SECOND AMENDMENT TO A LEASE AGREEMENT BETWEEN CHICAGO SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS AND THE CITY OF ROLLING MEADOWS, ILLINOIS (Former Fire Station No. 16 - 2455 Plum Grove Road)

WHEREAS, the City of Rolling Meadows owns the building and property, including a communications tower, at 2455 Plum Grove Road (“*Property*”) and has, from time to time, entered into lease agreements to allow for telecommunications companies to locate, place, attach, install, operate, and maintain their equipment on the Property; and

WHEREAS, the City entered into a lease agreement with Chicago SMSA Limited Partnership (“*Verizon*”) dated March 24, 1995, which was subsequently amended by a First Amendment authorized by to Ordinance No. 09-38 (the “*Lease Agreement*”); and

WHEREAS, Verizon has requested that the City approve a Second Amendment to the Lease Agreement (“*Second Amendment*”) in order to add additional equipment, modify the lease term, and make other modifications to the Lease Agreement, which Second Amendment is attached to this Ordinance as *Exhibit A*; and

WHEREAS, in the opinion of a three-fourths majority of the Corporate Authorities of the City, it is in the best interests of the City that the City approve the Second Amendment.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rolling Meadows, Illinois:

SECTION ONE: The recitals set forth above are incorporated herein by reference as the findings of the Corporate Authorities.

SECTION TWO: The Second Amendment to Lease Agreement by and between the City and Verizon is hereby approved in substantially the form attached as *Exhibit A* and in a final form acceptable to the City Attorney.

SECTION THREE: The City Manager and Deputy City Clerk are authorized and directed to execute and seal, on behalf of the City, the Second Amendment after receipt by the City of at least one original copy of the Second Amendment executed by Verizon.

SECTION FOUR: If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County, Illinois this 25th day of November, 2025.

AYES: Vinezeano, Boucher, Reyez, Budmats, O'Brien

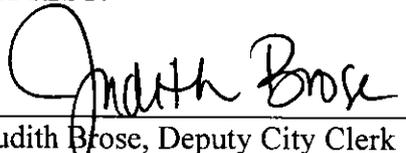
NAYS: 0

ABSENT: Koehler, McHale



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

Published this 12th day of November, 2025.



Judith Brose, Deputy City Clerk

EXHIBIT A

SECOND AMENDMENT TO LEASE AGREEMENT

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (the "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Rolling Meadows**, an Illinois municipal corporation ("**Landlord**"), and **Chicago SMSA Limited Partnership d/b/a Verizon Wireless** with a mailing address of **One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated March 24, 1995 (the "**Original Lease**"), as amended by that certain Amendment To The Lease Agreement dated November 10, 2009 (the "**First Amendment**") (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described in **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on February 14, 1995 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on February 13, 2035. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**").

Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant may request such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s).

2. **Rent and Escalation.** The Parties hereby acknowledge and agree that the current rent payable from Tenant to Landlord under the Lease is **Two Thousand Sixty Eight and 33/100 Dollars (\$2,068.33)** per

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month (the "**Rent**"). Upon full execution of this Amendment, the monthly rent shall immediately increase to Two Thousand Two Hundred Forty 69/100 Dollars (\$2,240.69). Commencing on February 14, 2026 and on each successive annual anniversary thereof, the then current Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to the **City of Rolling Meadows**.

3. **Tenant's Antenna Facilities.** Section 2.1(b) of the Lease is hereby amended to read as follows:
 - b. Up to thirteen (13) antennas for Tenant's business, and transmission and power cables, including underground transmission and power cables, and conduit for the extension, installation, and connection of such antennas by Tenant from the Antenna Structure to the Equipment Enclosure ("Tenant's Antennas"). Tenant shall be the sole and exclusive owner of Tenant's Antennas.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Access.** Tenant and its employees, agents, and contractors shall have access to the Leased Premises during normal business hours (defined as 8:00 AM to 4:30 PM) and after-hours (defined as all other times) so long as Lessee contacts the City of Rolling Meadows (847-963-0500) at least four (4) hours before Tenant intends to access the Leased Premises. Tenant shall only be allowed access to the Leased Premises if Tenant is accompanied by Landlord's authorized representative. Under no circumstances shall Tenant access the structure owned by the Landlord located on the Parent Parcel without being accompanied by the Landlord's authorized representative. Furthermore, during the Terms of this Lease, Tenant agrees to pay to Landlord a fee of Fifty Dollars and 00/100 (\$50.00) per hour for each accompanied access to the Leased Premises for regular or maintenance whether or not access is required during normal business hours or after-hours, which amount shall in no event exceed One Hundred Dollars and 00/100 (\$100.00) for any one visit ("Access Fee"). As a condition of Tenant's obligation to pay such Access Fee, Landlord shall provide to Tenant both a written notice and an invoice for each and every request for payment of an Access Fee. Tenant shall pay any such access fee within thirty (30) days of receipt from Landlord. Upon request, Tenant's representatives shall present a valid proof of identification verifying that said representative requires access on Tenant's behalf. While accessing the Leased Premises, Tenant, its employees, agents, and contractors shall not disrupt or damage or otherwise affect other uses or uses of the Parent Parcel. Nothing in this Section shall restrict Tenant's access to its enclosed ground structures located on the Leased Premises and such access shall not require payment of the Access Fee. Notwithstanding anything in this Section 5, the City shall waive the hourly access fee for the project identified by permit number BLDC25-0091 and initiated by Concordia Wireless on behalf of Tenant.
6. **Tenant Certifications.** Tenant hereby makes such representations and warranties as are contained in the Lessee Certifications attached hereto as Exhibit B and made a part hereof by reference, and will provide a fully executed copy of such Lessee Certifications at the time of execution of this Lease.

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7. **Notices.** From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 3600 KIRCHOFF RD., ROLLING MEADOWS, IL 60008; with a copy to: Storino, Ramello & Durkin, Attn: Rolling Meadows City Attorney, 9501 W. Technology Blvd., Suite 4200, Rosemont, IL 60018; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to: Basking Ridge Mail Hub, Attn: Legal Intake, One Verizon Way, Basking Ridge, New Jersey 07921. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State of Illinois, County of Cook.
10. **Taxes.** From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, leasehold, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date or which are assessed against or associated with any third-party users, other licensees or tenants of the Parent Parcel). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing unless otherwise directed by Tenant from time to time. Landlord shall submit requests for reimbursement in writing to: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to: Basking Ridge Mail Hub, Attn: Legal Intake, One Verizon Way, Basking Ridge, New Jersey 07921 unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord.

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11. **Conflict/Capitalized Terms**. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Site name: CH Rolling Meadow HD
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LANDLORD:

City of Rolling Meadows,
an Illinois municipal corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

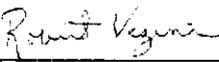
[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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TENANT:

Chicago SMSA Limited Partnership d/b/a Verizon Wireless

By: Cellco Partnership, its general partner

Signature: 
Print Name: Robert Vezina
Title: Assoc Director Engineering
Date: 11/5/2025

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EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Property located in Cook, IL Lot 2 of Consolidated School District 15 Subdivision being a part of the East 1/2 of the Southeast 1/4 of Section 27, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

AND BEING the same property conveyed to The City of Rolling Meadows, an Illinois municipal corporation from Trustees of Schools of Township 42 North, Range 10, East of the Third Principal Meridian, Cook County, Illinois by Quit-Claim Deed dated September 24, 1979 and recorded December 31, 1979 in Instrument No. 31-38-812.

Property Index Number 02-27-408-168-0000

Being situated in the County of Cook, State of IL, and being known as
Cook County APN: 36-600-8715 .

LEASED PREMISES

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any)

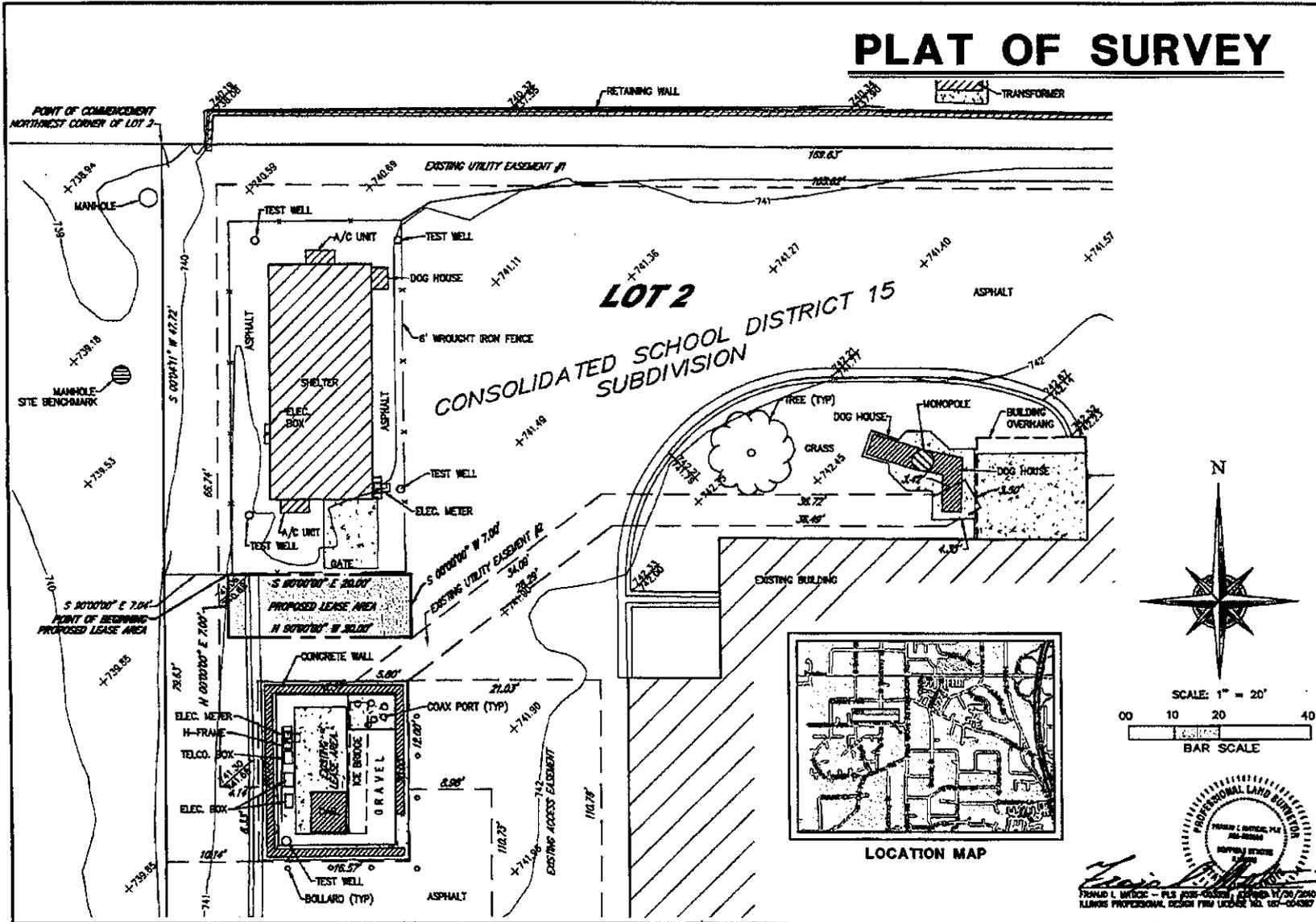
(see attached drawings)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

(see attached drawings)

PLAT OF SURVEY



DATE DRAWN	07/20/08
DRAWN BY	TWP
APPROVED BY	PLS

CHICAGO AREA LICENSED
 SURVEYOR
 4044 VINCENNA TRAILWAY
ROLLING MEADOWS
 #128842
 AREA BULK SURVEY #2008
 HOLLAND BLDG. & COMM.
 COOK COUNTY

WT
LAND SURVEYING
 1100 W. 110th Street
 Chicago, IL 60642
 A Licensee and Registered Professional Engineer

PROJECT NO. 50927
 SHEET NAME
 LAND SURVEY
 SHEET NUMBER
LS-2
 SHEET 2 OF 2

PROFESSIONAL LAND SURVEYOR
 FRANK L. WITCZE, PLS
 #01-000001
 EXPIRES 11/30/2010
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 007-004807

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EXHIBIT B

LESSEE CERTIFICATIONS

The assurances hereinafter made by the Tenant are each a material representation of fact upon which reliance is placed by the City of Rolling Meadows in entering into the Agreement with the Tenant. The City of Rolling Meadows may terminate the contract if it is later determined that the Tenant tendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, _____ hereby certify that I am the _____,
(Name of Person Certifying) (Office of Person Certifying)

of Chicago SMSA Limited Partnership d/b/a Verizon Wireless named as Tenant herein, and as such hereby represent and warrant to the City of Rolling Meadows, a unit of local government, that the Tenant, and if it is a partnership, its general partners and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- a. are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- b. are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- c. are in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Tenant may be declared ineligible for future agreements with the City, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation;
- d. are in compliance with equal employment opportunities and that during the performance of this Agreement:
 - 1) That Tenant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that Tenant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

That, if Tenant hires additional employees in order to perform this Agreement or any portion of this Agreement, Tenant will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which TENANT may reasonably recruit and Tenant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

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VZW Site No: 126842

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- 2) That, in all solicitations or advertisements for employees placed by Tenant or on its behalf, Tenant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
 - 3) That Tenant will send to each labor organization or representative of workers with which Tenant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of Tenant's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with Tenant in its efforts to comply with the Act and Rules and Regulations, Tenant will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Agreement.
 - 4) That Tenant will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.
 - 5) That Tenant will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
 - 6) That Tenant will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the Agreement obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, Tenant will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, Tenant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;
- e. are in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;
- f. are in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Tenant's workplace;

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- (b) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) Tenant's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph f.(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the City within ten (10) days after receiving notice under Subparagraph f.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- g. that during the performance of this Agreement Tenant will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing

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Dated: _____, 2025

Tenant:

**Chicago SMSA Limited Partnership
d/b/a Verizon Wireless**

By: Cellco Partnership, its general partner

Signature: _____

Print Name: _____

Title: _____

Date: _____

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