

89-R-09

A RESOLUTION

**Authorizing the City Manager to Execute an
Amendment to the Lease Agreement
Between the City and Chicago SMSA Limited Partnership d/b/a
Verizon Wireless.**

WHEREAS, on March 27, 1987, the City entered into an lease agreement with Verizon Wireless for space located at 2100 Ridge Ave, Evanston, Cook County Illinois for the purpose of installation and operation of equipment used in connection with the provision of mobile communications services; and

WHEREAS, the term of the existing agreement expires on February 29, 2012.

WHEREAS, Verizon Wireless desires to execute an Amendment to the lease agreement ("Amendment") to include the addition of two (2) five (5) year renewal terms upon the expiration of the current term as well as to permit the use of additional space for the purpose of adding new lines and modifying the existing antenna as described and depicted in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Amendment increases the rent paid to the City by Verizon Wireless by twelve thousand dollars (\$12,000.00) annually through the lease period ending in 2012 and allows for a five percent (5%) increase in the base rent level per year thereafter; and

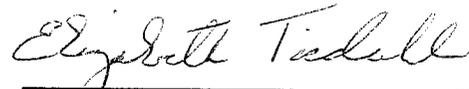
WHEREAS, the term of the Amendment expires on February 28, 2022.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

SECTION 1: That, contingent upon Verizon Wireless obtaining a valid City building permit, the City Manager is hereby authorized to sign, and the City Clerk hereby authorized to attest to, the amended lease agreement marked as Exhibit A and attached hereto and incorporated herein.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement as may be determined to be in the best interests of the City.

SECTION 3: That this Resolution 89-R-09 shall be in full force and effect from and after its passage and approval in the manner provided by law.



Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: December 14, 2009

EXHIBIT A

**Amendment to the Lease Agreement
Between the City and Verizon Wireless**

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO THE LEASE AGREEMENT ("Amendment") is made this 22nd day of Dec., 2009, between the City of Evanston, a municipal corporation ("Landlord") and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 ("Tenant").

Whereas, there is now in full force and effect between the parties a Lease Agreement that is dated March 27, 1987 ("Lease") that provides for the operation of Tenant's communications equipment and improvements within and upon a building ("Building") and observatory tower ("Tower") located at a common address of 2100 Ridge Avenue, Evanston, IL ("Property"); and

Whereas, pursuant to the Lease, Tenant has leased a portion of the Building to house and operate telecommunications equipment ("Building Space") and space in the Tower to mount and operate up to six (6) antennas (the "Tower Space") as well as other space such as transmission line space and utility connections as depicted on Exhibit B to the Lease and known collectively as "Premises"; and

Whereas, the parties agree that Tenant shall be permitted to use an additional area of Landlord's Property for the purpose of adding utility lines as depicted in Exhibit A-1 and modify Tenant's antenna installation, including the addition and modification of antennas as described and depicted in Exhibit A-1 attached hereto ("Antenna Modification"); and

Whereas, Landlord has agreed to the location of the aforementioned additional utility lines, the installation of the utility lines, the Antenna Modification and ancillary improvements provided that Tenant makes the installation in accordance with Exhibit A-1 and this Amendment; and

Whereas, it is now the intention of Landlord and Tenant to enter into an agreement amending the Lease on the terms and conditions discussed below, including extending the term of the Lease.

NOW THEREFORE, for good and valuable consideration including the mutual covenants and agreements hereinafter set forth, Landlord and Tenant agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein as set forth in their entirety.

2. **Utility Line Space.**

a. Landlord agrees to allow Tenant to install and maintain utility lines, conduit, and necessary ancillary equipment below the surface of the Land and in the foundation of the Building as depicted in Exhibit A-1 to this Amendment. The aforementioned space is called the "Utility Line Space." The Parties agree that, upon execution of this Amendment, the Utility Line Space shall be considered a part of the Premises.

b. Landlord shall, at all times, be the sole and exclusive owner of the Utility Line Space. Tenant shall at all times be the sole and exclusive owner of the utility lines, conduit, and necessary ancillary equipment installed by Tenant in the Utility Line Space.

c. Prior to the commencement of any work pursuant to Paragraph 2a of this Amendment, Tenant shall coordinate a pre-installation conference at the Building with Landlord, Tenant, and Tenant's contractor(s) to review the location of any and all buried utilities, all installation details, and Tenant's proposed method of procedure. Prior to commencing installation, Tenant shall contact JULIE (Joint Utility Locating Information for Excavators), Inc. to locate any and all buried utilities. Tenant shall restore all existing grades, utilities, and foundational walls affected by Tenant's work in the Utility Line Space. Tenant shall replace all plantings affected by the work in the Utility Line Space with plantings of

the same size and species as existed prior to the beginning of said work. Tenant agrees to provide a one-year warranty on all plantings.

3. **Modification of Tenant's Antenna Installation.** Landlord agrees that Tenant may make modifications to Tenant's antenna installation currently located on the Building provided that said modification is in accordance with applicable law. Tenant agrees to perform a structural analysis to demonstrate to Landlord that the Antenna Modification will be in accordance with all structural standards set forth by authorized state and federal governmental authorities. Landlord and Tenant agree that Tenant shall install the antennas and ancillary equipment in the location and manner depicted in Exhibit A-1. Tenant may operate said antennas and associated equipment in the areas depicted on Exhibit A-1 attached hereto, which shall be included as a part of Tenant's Premises. The aggregate antenna installation is described on Exhibit A-1, attached hereto and incorporated herein. Prior to the commencement of any work pursuant to Paragraph 3 of this Amendment, Tenant agrees to perform a structural analysis to demonstrate to Landlord that said work will be in accordance with all structural standards set forth by authorized state and federal governmental authorities.

4. **Insurance.** Prior to the commencement of any work pursuant to Paragraph 2 or Paragraph 3 of this Amendment, Tenant shall provide evidence of insurance coverage as set forth in Paragraphs 5a, 5b, 5c, and 5d of the Lease. Landlord is to be named as an additional insured on the face of the certificate with an insurance company of an A-minus rating or better. The policies of insurance coverage as set forth shall not be cancelled or permitted to lapse as long as any utility lines, conduit, or any other equipment installed by or belonging to Tenant remains on the Premises. These requirements are in addition to and in no way relieve Tenant from any other obligations related to insurance or otherwise contained in the Lease.

Paragraph 5 shall be amended to include the following term:

The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

Paragraph 5(a) shall be amended to include the following term:

or \$2,000,000.00 combined single limit coverage for bodily injury and property damage.

Paragraph 5(d) shall be amended to include the following term:

or \$2,000,000.00 combined single limit coverage / \$2,000,000.00 in the aggregate covering bodily injury and property damage.

Paragraph 5(d) shall be amended as follows:

The policies as set forth shall not be cancelled or permitted to lapse as long as the Tenant's equipment remains in the Building. All policies shall contain a provision that the policy will not be

cancelled until at least ten (10) days after the Landlord has received written notice by mail that cancellation of such policy is contemplated.

A. Certificate of Insurance will be supplied to the Landlord showing all coverage details and confirming the "City of Evanston" as an additional insured on the general and automobile liability insurance coverage ten (10) days before the date of installation.

5. **Indemnity.** Paragraph 6 of the Lease is hereby deleted in its entirety and the following is hereby substituted therefor:

Except to the extent caused by the negligence or willful misconduct of Landlord, Tenant hereby agrees to indemnify, defend, and hold harmless the Landlord, its agents and employees from any and all liabilities, claims, costs, damages, expenses, losses and attorney's fees resulting from, or attributable to, any act or omission (constituting negligence or greater culpability) of the Tenant occurring in connection with or arising out of the existence of this Lease. Tenant shall be responsible for any and all injury due to damage to any person and/or property including loss of human life arising directly or indirectly from or in connection with the installation, maintenance, or use of equipment in or on the Building or the Land in a negligent or more culpable manner.

6. **Term Extension.** Paragraph 2 of the Lease shall be modified to include the addition of two (2) five (5) year renewal terms upon the expiration of the current term:

Upon the expiration of the existing term, this Lease shall be automatically extended for two (2) additional terms of five (5) years each at the annual rental listed in Exhibit F. If either party desires to not extend any term of this Lease it shall give the other party written notice of its intention to not extend the term at least one (1) year prior to the expiration of the then-current term whereupon the Lease shall be deemed cancelled upon the expiration of the then-current term. The right to not renew would be effective only for the subsequent extension term beginning in 2017. Landlord agrees that it may only exercise Landlord's right not to extend the Lease for the subsequent extension term if Landlord no longer owns and controls the Building as of the date one year prior to the termination date of the first extension term.

7. **Rent Payment for Remainder of Current Term.** Beginning on December 1, 2009 and continuing for each successive month of the current term of the Lease, Tenant agrees to pay Landlord monthly rent in the amount of One Thousand Dollars (\$1,000.00) to be paid on the first day of the month ("Current Term Rent"), in advance, to Landlord or to such other person, firm or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 9 below. Landlord and Tenant acknowledge and agree that initial rental payment(s) shall not actually be sent by Tenant until thirty (30) days after full execution of this Amendment. The parties acknowledge that the current term of the Lease shall expire on February 28, 2012. The parties agree that the final payment of Current Term Rent shall be for February 2012.

8. **Extension Term Rent.** Beginning on March 1, 2012, the total annual rent shall be increased to Thirty-Eight Thousand Eighty-Two Dollars (\$38,082.00) to be paid in equal monthly installments on the first day of the month, in advance, to Landlord or to such other person, firm or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 9 below. Rent shall be paid for each subsequent year in the amount and schedule as listed in Exhibit F attached hereto.

9. **Notice.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular

business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Landlord: City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60204
Attn: City Manager

Tenant: Chicago SMSA Limited Partnership, d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

10. Tenant shall be permitted to record a Memorandum of the Amendment to the Lease Agreement in the form set forth in Exhibit C-1.

11. Capitalized terms in this Amendment shall have the same meaning ascribed to them in the Lease, unless otherwise noted in this Amendment.

12. Other than as specifically amended herein, all other terms and conditions of the Lease shall remain in full force and effect. Where there is conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have executed this lease Amendment on the day and year first above written.

LANDLORD:

City of Evanston, a municipal corporation

BY: Wally Bobkiewicz
NAME: WALLY BOBKIEWICZ
ITS: CITY MANAGER
DATE: 12/18/09

TENANT:

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

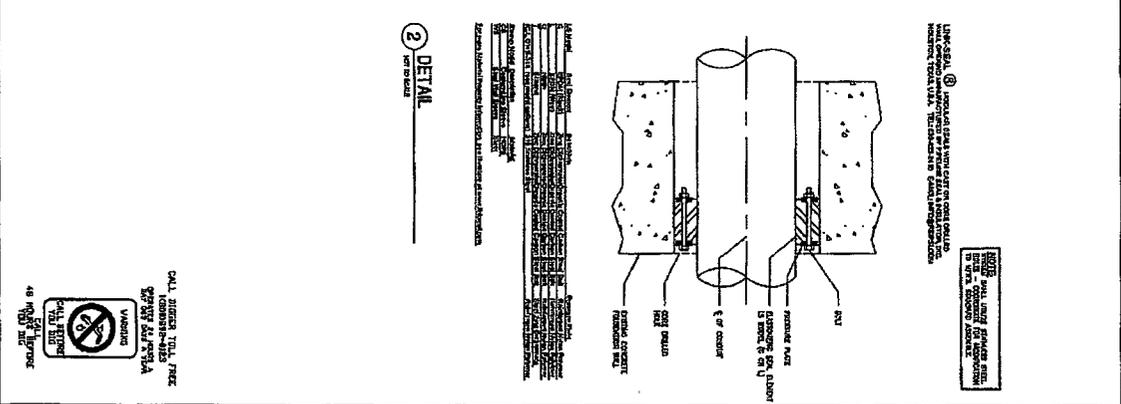
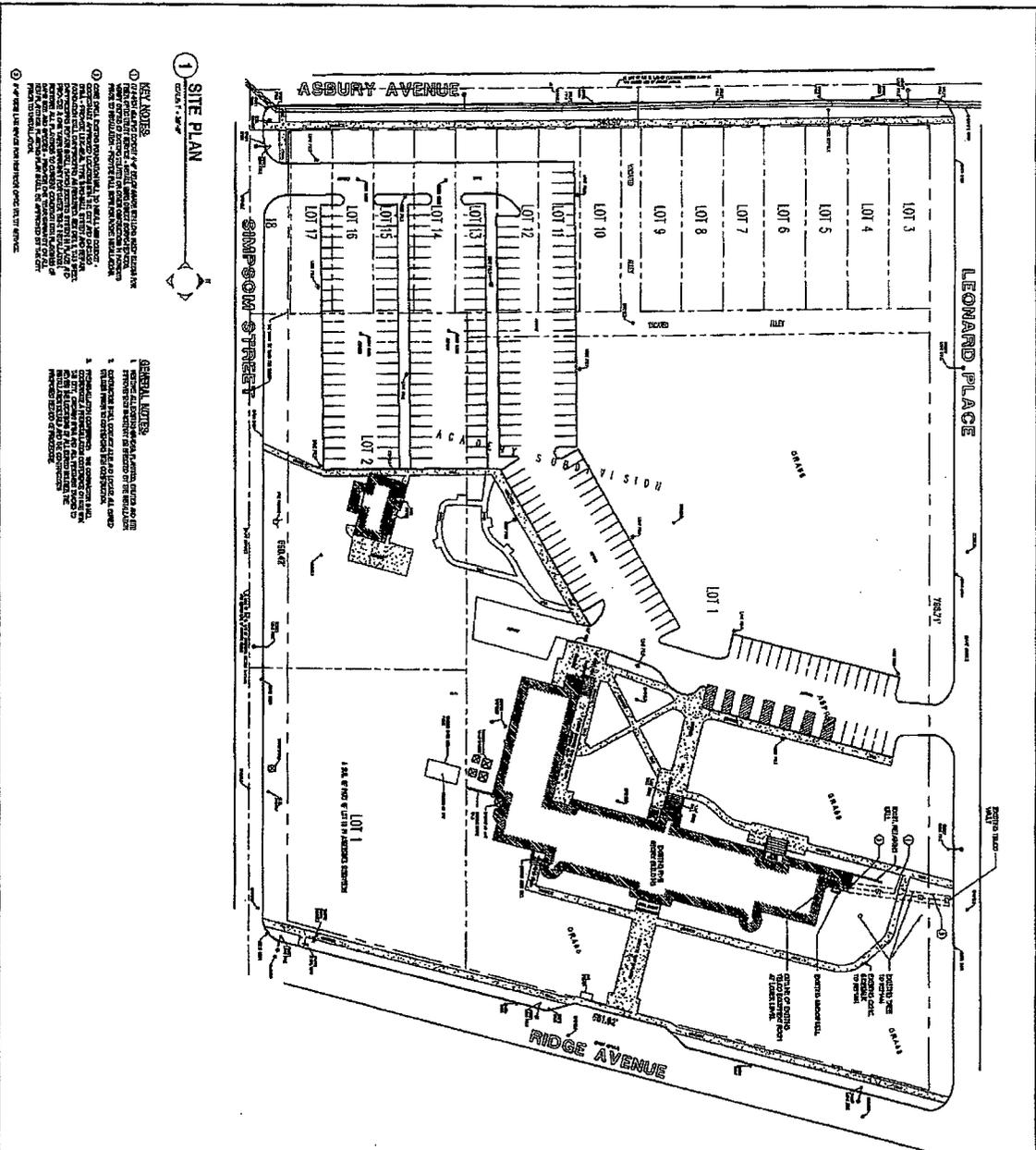
By: Cellco Partnership, its general partner

BY: Beth Ann Drohan
NAME: Beth Ann Drohan
TITLE: Area Vice President Network
DATE: 12/23/09

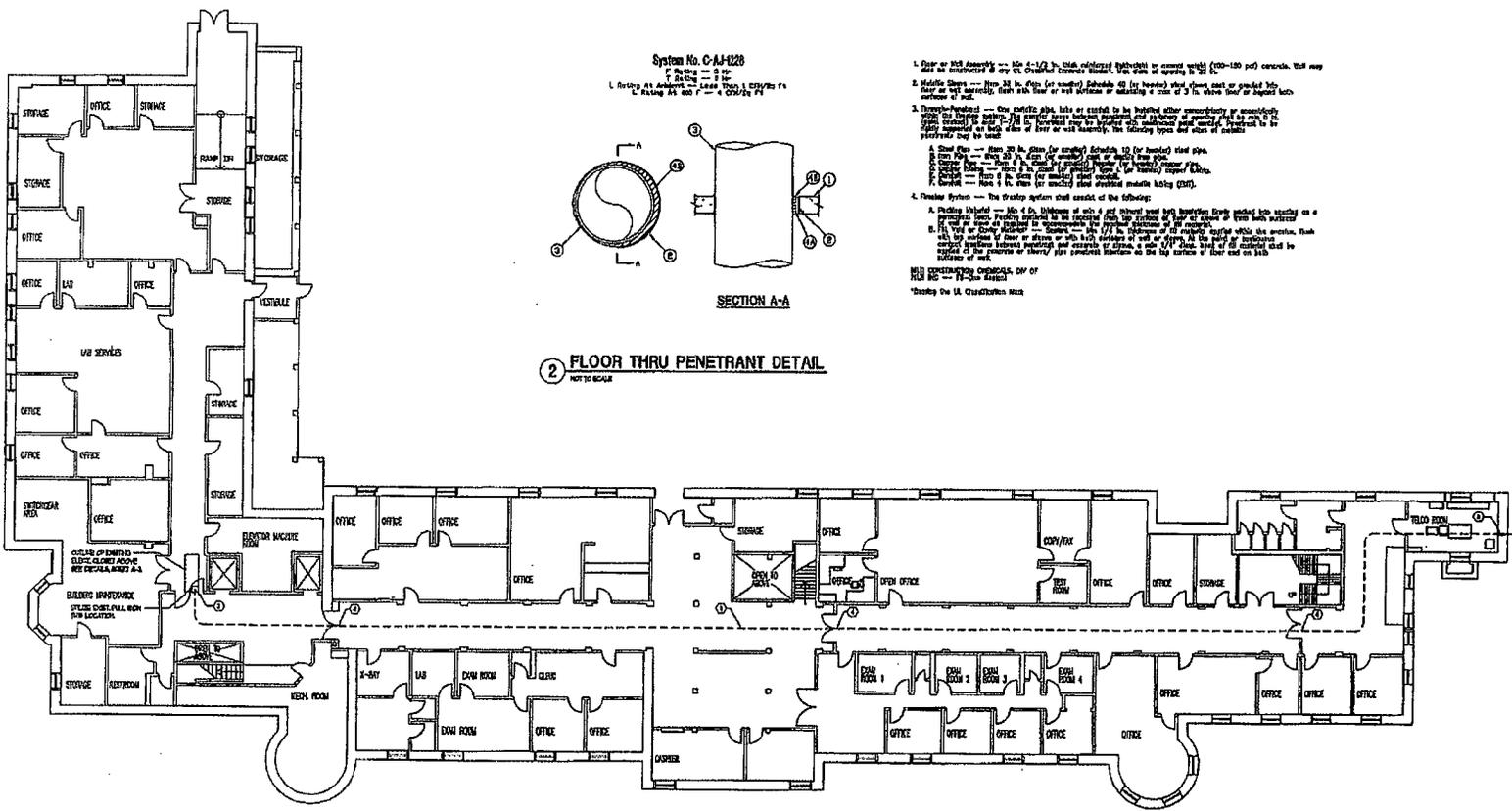
EXHIBIT A-1

Additional Utility Easement and Antenna Modification

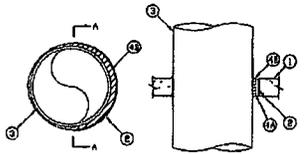
(See attached site sketch documents)



<p>CALL THESE TOLL FREE NUMBERS FOR MORE INFORMATION</p> <p>WYNNE ARCHITECTS</p> <p>48 WEST 32nd STREET CHICAGO, ILL. 60616</p>	<p>SITE PLAN</p> <p>EVANSTON CIVIC CENTER</p> <p>FBIEN INSTALLATION</p> <p>2100 RIDGE AVENUE EVANSTON, ILL. 60201</p>	<p>CHICAGO SMSA</p> <p>LIMITED PARTNERSHIP</p> <p>918 WOODFIELD ROAD NICHOLSVILLE, ILLINOIS 60208</p>	<table border="1"> <tr> <th>REV</th> <th>DATE</th> <th>ISSUE</th> </tr> <tr> <td>4</td> <td>11-21-01</td> <td>REVISED PER CITY REVIEW</td> </tr> <tr> <td>3</td> <td>11-21-01</td> <td>REVISED PER CITY REVIEW</td> </tr> <tr> <td>2</td> <td>11-21-01</td> <td>REVISED PER CITY REVIEW</td> </tr> <tr> <td>1</td> <td>11-21-01</td> <td>REVISED PER CITY REVIEW</td> </tr> <tr> <td>1</td> <td>11-21-01</td> <td>REVISED PER CITY REVIEW</td> </tr> </table>	REV	DATE	ISSUE	4	11-21-01	REVISED PER CITY REVIEW	3	11-21-01	REVISED PER CITY REVIEW	2	11-21-01	REVISED PER CITY REVIEW	1	11-21-01	REVISED PER CITY REVIEW	1	11-21-01	REVISED PER CITY REVIEW	<p>Madden + McMillan Architects</p> <p>Architecture Engineers</p> <p>3100 Gladstone Court, Suite C Glenview Heights, IL 60139 (820) 639-8100 Fax: (820) 896-1287</p>
	REV	DATE	ISSUE																			
4	11-21-01	REVISED PER CITY REVIEW																				
3	11-21-01	REVISED PER CITY REVIEW																				
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1	11-21-01	REVISED PER CITY REVIEW																				
<p>C-1</p>																						



System No. C-AA-4228
 F. 2000 - 2 1/2"
 T. 2000 - 2 1/2"
 L. 2000 - 2 1/2"
 R. 2000 - 2 1/2"
 S. 2000 - 2 1/2"



SECTION A-A

2 FLOOR THRU PENETRANT DETAIL

1. Door or Wall Assembly - Use 4-1/2" x 1/2" thick mineral (perlite) or cement (100-150 pcf) concrete. Wall may also be constructed of any 12" thick concrete block. Use door of opening 18" x 6".
2. Wall or Ceiling - Use 1/2" x 1/2" x 1/2" (or smaller) Schedule 40 (or heavier) steel pipe, flange end or welded to wall or ceiling. Seal with foam or sealant at contact of pipe with wall or ceiling.
3. Through-Penetrant - Use specific pipe, hole or detail to be installed after construction or assembly. Seal with foam or sealant. Do not use any other material. Do not use any other material. Do not use any other material. Do not use any other material.
4. Flasher System - The flasher system shall consist of the following:
 - A. Flasher Material - No. 4 or 5, minimum of 1/4" x 1/4" x 1/4" (or heavier) heavy gauge hot rolled steel or galvanized steel.
 - B. Sealant - Use a high quality sealant (e.g., Sikaflex, Duro Seal, etc.) applied to the back of the flasher.
 - C. Flasher - Use a 1/2" x 1/2" x 1/2" (or heavier) steel pipe, flange end or welded to wall or ceiling.
 - D. Sealant - Use a high quality sealant (e.g., Sikaflex, Duro Seal, etc.) applied to the back of the flasher.

SEE SPECIFICATIONS, DIV. 07
 DIV. 07 - 17.0000
 *Check the U.I. Construction Book

1 GROUND FLOOR PLAN

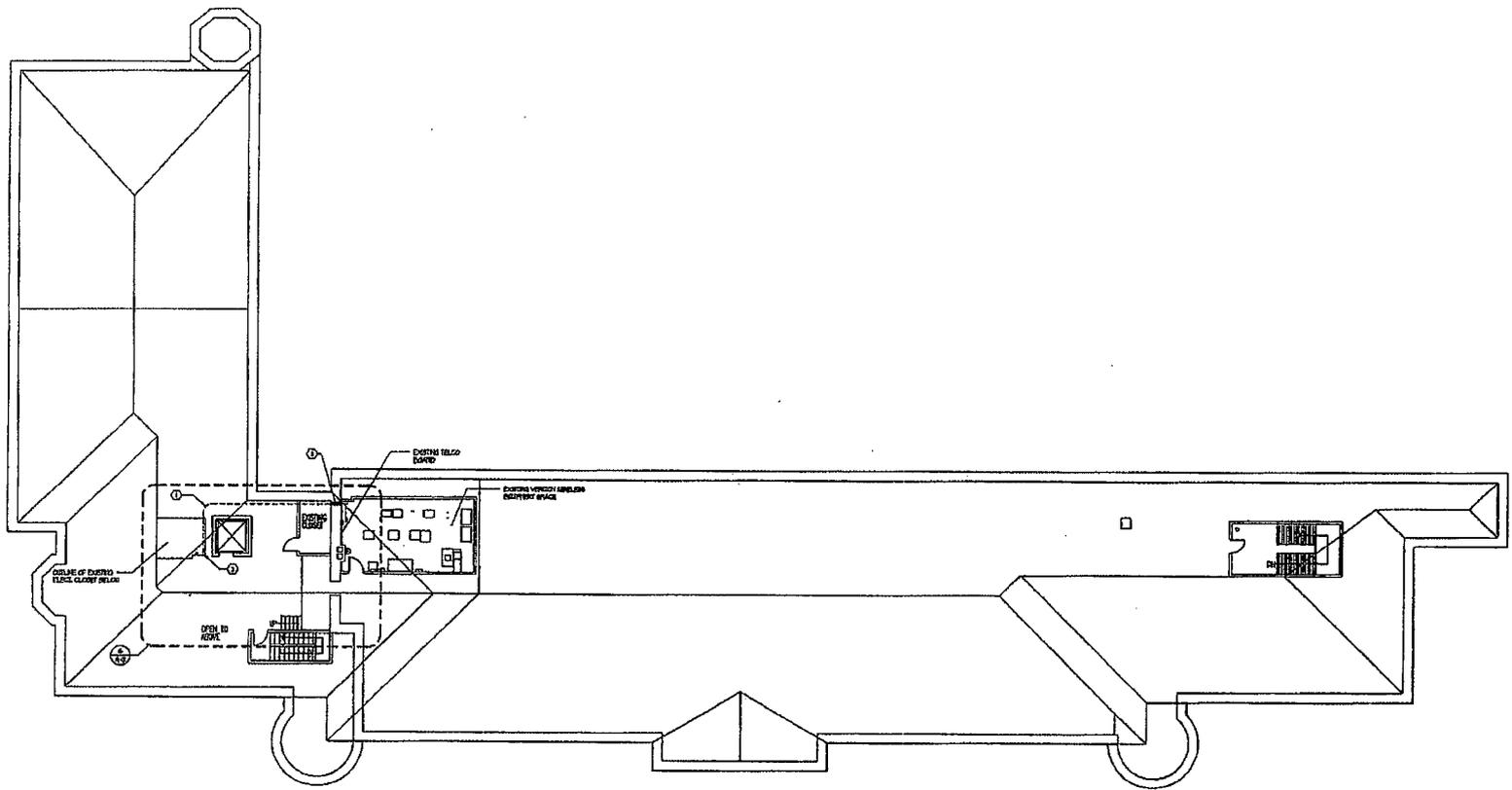
- KEY NOTES:
1. TO BE A CONCRETE FOUNDATION WALL - APPROVED FOR CITY AND CHICAGO PERMITS. PROVIDE DETAILS AT 1/4" = 1'-0" OR AS SHOWN. PROVIDE ALL REINFORCEMENT.
 2. CORE SHALL BE CONCRETE FLOOR SLAB - APPROVED FOR CITY AND CHICAGO PERMITS. PROVIDE DETAILS AT 1/4" = 1'-0" OR AS SHOWN. PROVIDE ALL REINFORCEMENT.
 3. CORE SHALL BE CONCRETE FOUNDATION WALL TO BEBELL AND CHICAGO PERMITS. PROVIDE DETAILS AT 1/4" = 1'-0" OR AS SHOWN. PROVIDE ALL REINFORCEMENT.
 4. PROVIDE ALL DETAILS AS SHOWN.

Madden + McMillan Architects
 ARCHITECTS
 2000 CHICAGO CENTER, SUITE C
 CHICAGO, ILLINOIS 60601
 PHONE: 312-467-1100 FAX: 312-467-1101

CHICAGO SMSA
 LIMITED PROFESSIONAL SERVICE
 2000 CHICAGO CENTER, SUITE C
 CHICAGO, ILLINOIS 60601
 PHONE: 312-467-1100 FAX: 312-467-1101

FLOOR PLAN
EVANSTON CIVIC CENTER
 FRESH INSTALLATION
 2000 CHICAGO CENTER, SUITE C
 CHICAGO, ILLINOIS 60601
 PHONE: 312-467-1100 FAX: 312-467-1101

JOB NUMBER: 0412-0-09
 DRAWN BY: CHEN
 CHECKED BY:
 DATE ISSUED:
A-1



1 ATTIC PLAN
SCALE: 1/8" = 1'-0"

- KEY NOTES:**
- 1) PROPOSED CORNER ROOMS TO BE BUILT TO MATCH EXISTING ROOMS VERY CLOSE TO EXISTING WALLS - PROVIDE ALL FIRE WALL CONDITIONS - THIS CORNER ROOMS ARE TO BE BUILT TO MATCH EXISTING
 - 2) CORNER ROOMS EXISTING AT FLOOR - COORDINATE APPROVED LOCATION WITH ALL CITY AND CHICAGO DEPT. APPROVED OPENING AS REQUIRED. THIS IS TO BE BUILT TO MATCH EXISTING
 - 3) PROVIDE MAINTENANCE ROOM AT CORNER ROOMS

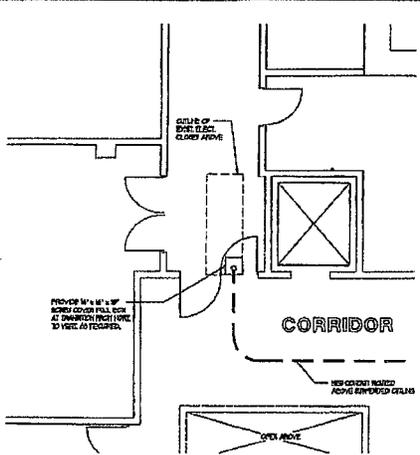
Madden + McMillan Architects
Architects - Interiors - Environmental
488 South Dearborn Street, Suite 200
Chicago, Illinois 60605
312.467.8800 Fax 312.467.8807

NO.	DATE	DESCRIPTION
1	10/10/07	ISSUED FOR PERMITS
2	10/10/07	ISSUED FOR PERMITS
3	10/10/07	ISSUED FOR PERMITS
4	10/10/07	ISSUED FOR PERMITS
5	10/10/07	ISSUED FOR PERMITS
6	10/10/07	ISSUED FOR PERMITS
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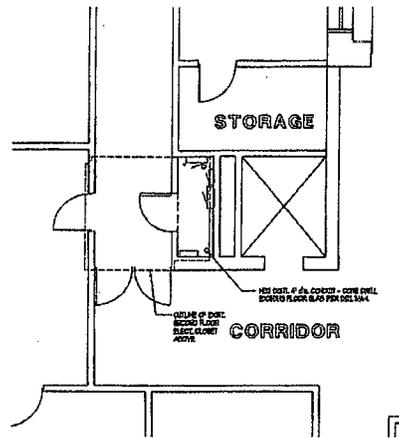
CHICAGO SMSA
Local Government
100 W. Wacker Drive
Chicago, IL 60601

ATTIC PLAN
EVANSTON CIVIC CENTER
PRESERVATION
2300 JACOB AVENUE
EVANSTON, IL 60201

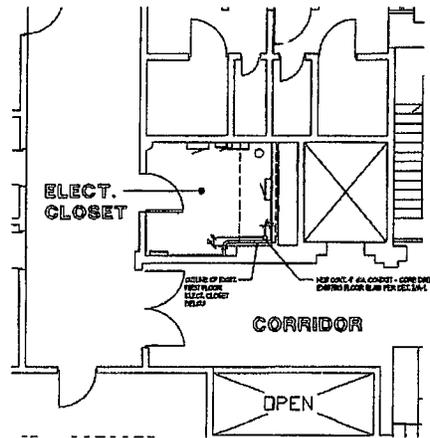
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DRAWN: CHICAGO
CHECKED:
DESIGN NUMBER:
A-2



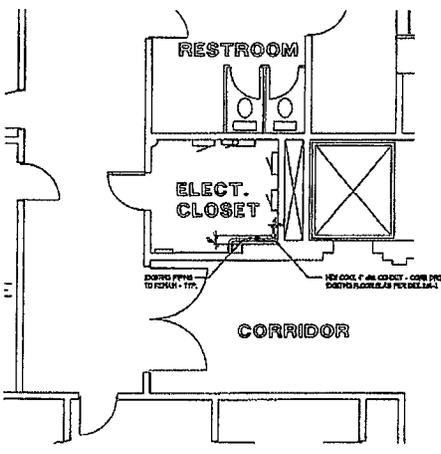
1 GROUND FLOOR PLAN
SCALE: 1/4" = 1'-0"



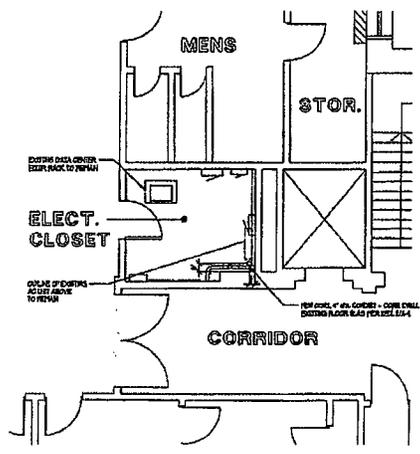
2 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



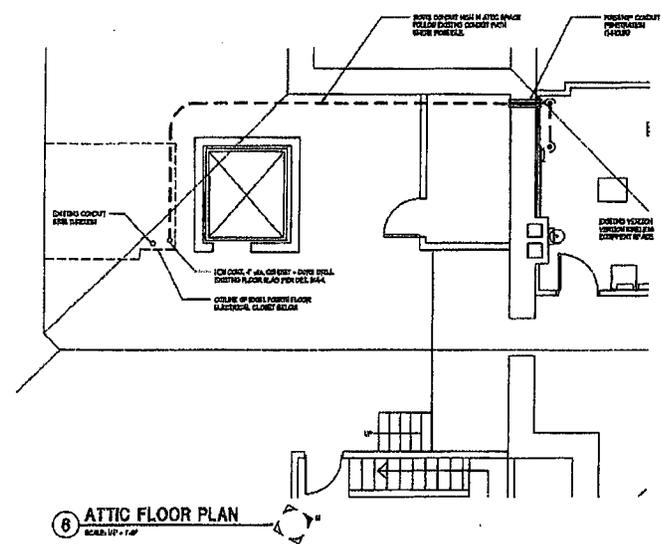
3 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



4 THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



5 FOURTH FLOOR PLAN
SCALE: 1/4" = 1'-0"



6 ATTIC FLOOR PLAN
SCALE: 1/4" = 1'-0"

Madden + McMillan Architects
Architecture • Engineering
2308 Randolph Court, Suite C
Oakland Heights, IL 60450
(815) 520-0100 Fax (815) 520-0107

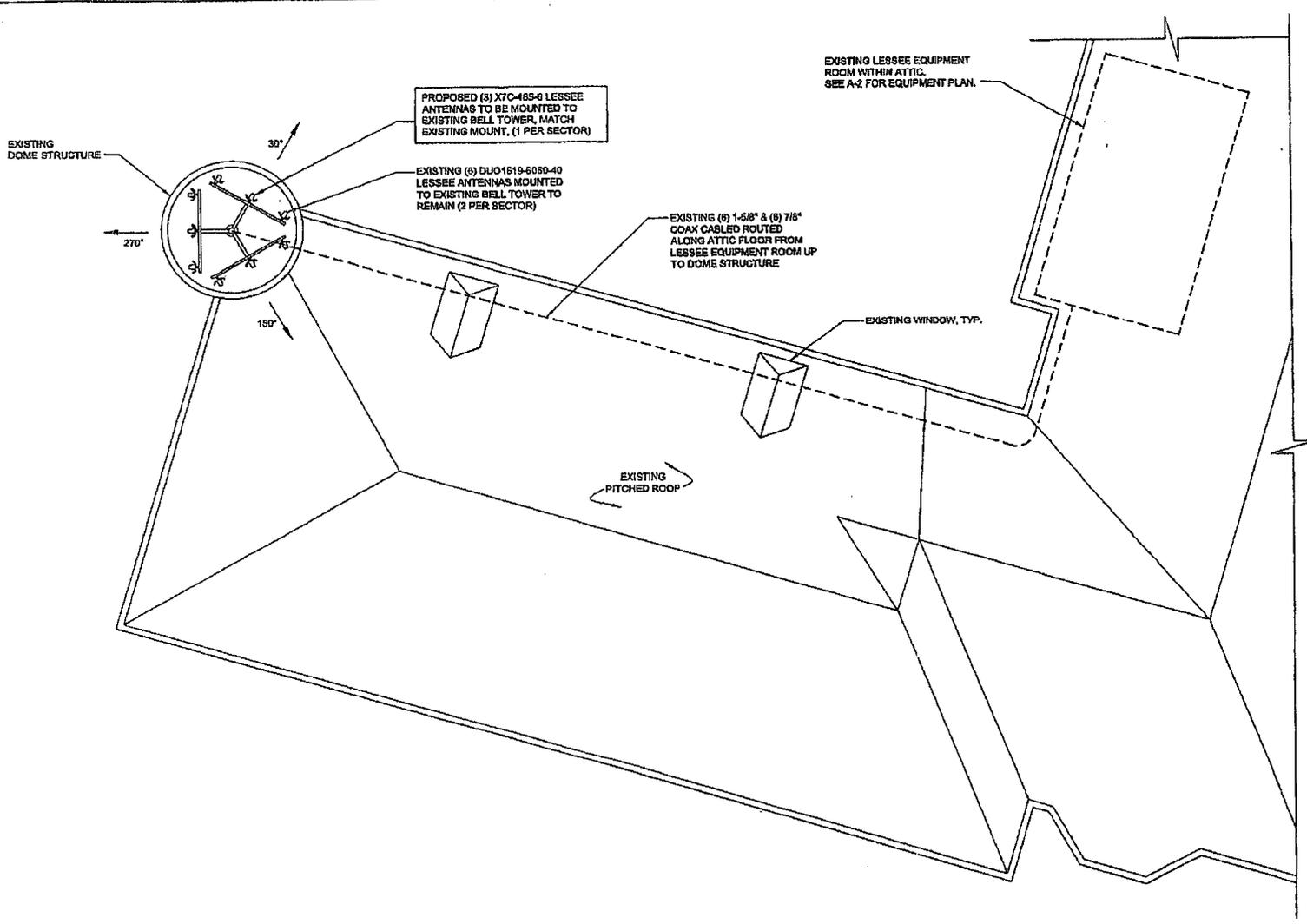
NO.	DATE	ISSUE
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3	11/11/11	REVISED PER CITY COMMENTS
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5	11/11/11	REVISED PER CITY COMMENTS
6	11/11/11	REVISED PER CITY COMMENTS
7	11/11/11	REVISED PER CITY COMMENTS
8	11/11/11	REVISED PER CITY COMMENTS

CHICAGO SMSA
LIMITED PARTNERSHIP
1818 W. JACKSON ST. SUITE 200
CHICAGO, ILLINOIS 60612

ATTIC PLAN
EVANSTON CIVIC CENTER
FLOOR INSTALLATION
2100 BLOOR AVENUE
EVANSTON, IL 60201

JOB NUMBER: GATED-13-09
DRAWN BY: CHEROKEE

PRINT NUMBER
A-3



EQUIPMENT CHANGE REQUEST FORM- ECR

Location Number	4722200	Cell ID	4 530
Dept of Account	Trishia Blyden	Cell Name	Civic Center
RF Engineer	Chasms HSA	Address	2100 Ridge Ave.
Market	Chicago MSA	City/State/Zip	EVANSTON, IL 62201

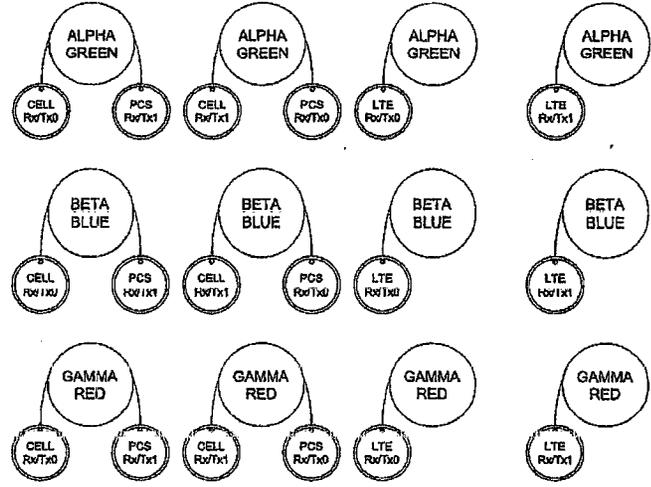
Current Configuration							
Sector	Position	Antenna Manufacturer	Antenna Model	Centerline	Azimuth	Variable TR	Mechanical
Alpha	ACEL - RefTxD	CSS	DUC1819-6090-40	105	350	N/A	2
	APCS - RefTxD	CSS	DUC1819-6090-40	105	350	N/A	2
	ALTE - RefTxD	CSS	DUC1819-6090-40	105	350	N/A	2
Beta	BCEL - RefTxD	CSS	DUC1819-6090-40	105	150	N/A	2
	BPCS - RefTxD	CSS	DUC1819-6090-40	105	150	N/A	2
	BLTE - RefTxD	CSS	DUC1819-6090-40	105	150	N/A	2
Gamma	GCEL - RefTxD	CSS	DUC1819-6090-40	105	270	N/A	2
	GPCS - RefTxD	CSS	DUC1819-6090-40	105	270	N/A	2
	GLTE - RefTxD	CSS	DUC1819-6090-40	105	270	N/A </tr	

Proposed Configuration							
Sector	Position	Antenna Manufacturer	Antenna Model	Centerline	Azimuth	Variable TR	TR
Alpha	ACEL - RefTxD	CSS	DUC1819-6090-40	105	350	N/A	2
	APCS - RefTxD	CSS	DUC1819-6090-40	105	350	N/A	2
	ALTE - RefTxD	CSS	XTC-495-S	105	350	N/A	0
Beta	BCEL - RefTxD	CSS	DUC1819-6090-40	105	150	N/A	2
	BPCS - RefTxD	CSS	DUC1819-6090-40	105	150	N/A	2
	BLTE - RefTxD	CSS	XTC-495-S	105	150	N/A	0
Gamma	GCEL - RefTxD	CSS	DUC1819-6090-40	105	270	N/A	2
	GPCS - RefTxD	CSS	DUC1819-6090-40	105	270	N/A	2
	GLTE - RefTxD	CSS	XTC-495-S	105	270	N/A	0

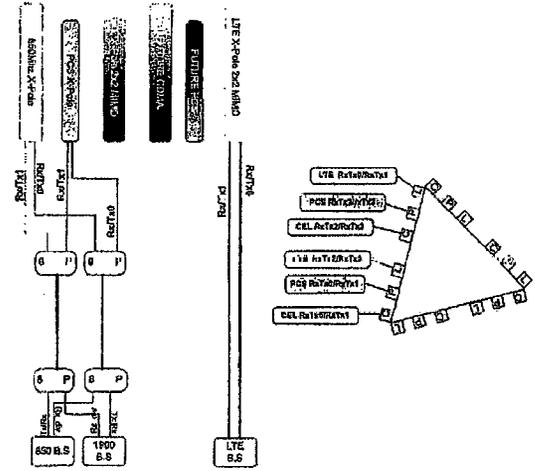
Diplexers	Diplexer Manufacturer	Diplexer Model	Count
Top (Platform)	Andrew	CRCT1818-DF	6
Bottom (Shelter)	Andrew	641265-DF	6

Coax	Sector	Coax Manufacturer	Type	Size	Count
Alpha	ACEL	Andrew	7/8" x 1.58"	2 x 2 = 4	2 x 2 = 4
Beta	BCEL	Andrew	7/8" x 1.58"	2 x 2 = 4	2 x 2 = 4
Gamma	GCEL	Andrew	7/8" x 1.58"	2 x 2 = 4	2 x 2 = 4

1 ANTENNA SCHEDULE
SCALE: N.T.S.



VIEW LOOKING AT ENTRY PORT FROM INSIDE EQUIPMENT SHELTER
2 PREFERRED COAX & COAX TAG ORIENTATION
SCALE: N.T.S.



3 ANTENNA LINE / PLATFORM SCHEMATIC
SCALE: N.T.S.

CHICAGO SMSA
limited partnership
dba VERIZON WIRELESS

TERRA
COMMUNICATIONS NETWORK, INC.
500 Grosse Pointe
Per: 847-951-6000
Fax: 847-768-6401

DATE	BY

CIVIC CENTER
2100 RIDGE AVE.
EVANSTON, IL

DRAWN BY	JAY
CHECKED BY	TAX
DATE	3/20/09
PROJECT #	45028

SHEET TITLE
ANTENNA INFORMATION
SHEET NUMBER
ANT-1

EXHIBIT F

Rent for Extension Terms

March 1, 2012 to February 28, 2013	\$38,082.00
March 1, 2013 to February 28, 2014	\$39,986.10
March 1, 2014 to February 28, 2015	\$41,985.40
March 1, 2015 to February 29, 2016	\$44,084.67
March 1, 2016 to February 28, 2017	\$46,288.90
March 1, 2017 to February 28, 2018	\$48,603.34
March 1, 2018 to February 28, 2019	\$51,033.50
March 1, 2019 to February 29, 2020	\$53,585.18
March 1, 2020 to February 28, 2021	\$56,264.44
March 1, 2021 to February 28, 2022	\$59,077.66

EXHIBIT C-1

Memorandum of Amendment to Lease Agreement



Interdepartmental Memorandum

To: Honorable Mayor and Members of the City Council
Administration and Public Works Committee

From: Douglas J. Gaynor Director Parks, Forestry, Recreation and Facilities Management
David Cook Superintendent Facilities Management Division

Subject: Cell Tower Community Survey Results for Cell Tower Lease Terms

Date: December 4, 2009

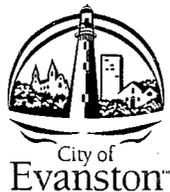
On Monday November 30, 2009 staff sent the following request for information to 41 local communities via e-mail:

The City of Evanston is currently negotiating a cell tower lease.
We are looking to be competitive with nearby communities.
Please let me know the following:
Does your community lease space on any of your buildings to Cell phone providers?
If so, what is the annual rent?
How long is the lease for?
What year was it initiated?
Is there any annual increase built in to the lease rate?

Of the 41 communities that were contacted, ten responded with the following information.

Community	Cell Tower Lease	2009 Rent	2012 Rent	Multiplier	Duration	Start Date
Evanston Civ. Ctr.	1	\$2,000	\$38,082	5%	2X5 yrs	2012
Gurnee	12	\$22,000	\$23,795	3% to 4%	30	1997
Highland Park	1	\$20,000	\$20,604	1%-2%		1989
Kenilworth	3	\$2,839	\$3,070	4%	15	1999
Lincolnwood	2	\$24,223	\$25,449	2.50%	35 yrs	
Lincolnshire	None					
Mundelein	1	\$37,056	\$40,080	4%	10 + 3X5	2009
Niles	6	\$26,235	\$28,104	3-4%%	5x5yr	varies
Northbrook	4	\$37,601	\$40,669	4%	5	1998
Rolling Meadows	5	\$22,840	\$25,722	4	3X5	2008
St Charles	2	\$28,400	\$30,130	3%	5	2003

While each cell site has different value to different vendors due to the demographics and geographical distribution of the nearby population, the proposed terms in the amended lease agreement with Verizon for the Civic Center Observatory Tower are well within the industry standard for this area.



Memorandum

To: Honorable Mayor and Members of the City Council
Administration and Public Works Committee

From: Douglas J. Gaynor Director Parks, Forestry, Recreation and Facilities
Management
David Cook Superintendent Facilities Management Division

Subject: Resolution 89-R-09 authorizing the City Manager to enter into an amended Lease Agreement with SMBC for the Observation Tower Cell Site in the Lorraine H. Morton Civic Center.

Date: December 4, 2009

Recommended Action: Staff recommends approval of Resolution #89-R-09 to amend and extend the existing lease between Verizon Wireless and the City of Evanston for the observatory space in the Lorraine H. Morton Civic Center for continued use as a cell tower.

Funding Source: N/A

Summary:

This Item was held in committee at the November 23 Administration and Public Works (A&PW) Committee meeting to allow staff time to provide the committee with more information indicating that the negotiated lease was consistent with local industry standard. In an effort to provide the requested information, staff contacted 41 nearby communities including the Northwest Municipal Conference. By December 4, staff had received input from nine nearby communities. A copy of the survey results is attached to this memo. These results indicate that the proposed lease agreement is well within the industry standard for lease rates in this area. In addition to this survey, staff contacted Ken Schmidt of Steel in the Air a consulting firm specializing in lease negotiations for cell tower property (Resume attached)

Mr. Schmidt reviewed this proposed lease as well as each of the other current and proposed leases for Cellular sites that the City of Evanston currently. Mr. Schmidt's report is attached. While each site provides different value to different cellular providers, Mr. Schmidt believes that the proposed lease amendment and extension is within or is near the top of industry standards for this area.

In March of 1987 the City of Evanston entered into a 25 year lease agreement with Chicago SMSA Limited Partnership with its general partner Ameritech Mobile Phone

Service of Chicago, Inc. In 2000 Ameritech, GTE, Bell Atlantic Mobile All Tell and Primco formed Verizon Wireless and SMSA began doing business as Verizon Wireless. Verizon Wireless is currently interested in adding an underground utility line space to the leased building space at the north end of the property to allow them to connect their existing communications equipment to the new fiber optic cable that was installed by AT&T throughout the city. In June 2009, Verizon initially indicated that other municipalities were not charging for this addition to the rental space. Staff checked with Wilmette regarding their policy for the lease agreement. They responded that they had entered into negotiations with Verizon regarding a underground utility line space addition to their lease agreement. They stated that Wilmette was not charging additional rent for this space. Never the less, Evanston City staff insisted that the space was increasing, and therefore the city should be compensated for allowing the tenant the use of this increased space. An additional fee of \$1,000/month was agreed upon. This amount was found to be fair by the consultant Mr. Ken Schmidt.

While amending the existing lease to account for the additional space, Verizon requested to re-negotiate the existing lease since it will be ending in March 2012. To maintain parity between our other cell tower tenants and the proposed lease extension at the Civic Center, the existing cell tower leases at the water towers were consulted. The current lease rate for each of these cell sites is \$33,941 per year in 2009. This amount was brought forward to 2012 to a rate of \$38,082.00 for a starting lease rate for the cell tower in the Civic Center with a comparable 5% increase per year. The proposed ammended term will renew for two 5-year extensions according to the current terms. If notification is provided 365 days prior to the end of the current term the terms and conditions may be renegotiated or the lease may be terminated. This lease was prepared and reviewed by the City of Evanston Law Dept.

Staff Recommends approval of Resolution 89-R-09

Alternatives:

- Attempt to negotiate more favorable terms as directed by the committee or City Council
- Attempt to market the Observation Tower Cell Site to another Cellular vendor
- Eliminate the Observation Tower all together

Attachments:

- Resolution 89-R-09
- Proposed Lease agreement with attachments
- Community Survey results
- Ken Schmidt resume
- Report from Ken Schmidt of Steel in the Air