
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: MATT ANASTASIA, FINANCE DIRECTOR
SUBJECT: RESOLUTION: APPROVING AN AMENDED AGREEMENT WITH T-MOBILE FOR ANTENNA LEASE STAR
AGENDA: APRIL 18, 2023 REGULAR BOARD MEETING
DATE: APRIL 14, 2023

ISSUE

Shall the Board approve a resolution approving a lease with T-Mobile for space on our Water Tower at 100 New Bond Rd.

DISCUSSION

The Village has had a Lease agreement with T-Mobile for cell tower space on our water tower at 100 New Bond Road since March 2004. This lease was for 5-year terms, with (3) additional renewals. This agreement has reached its final year of renewal, ending March 2024. At the end of 2022, T-Mobile reached out to the Village to enter into an amendment for the lease at 100 New Bond Rd., for an additional 5 year agreement, with (5) additional renewal terms.

Currently, T-Mobile pays \$3,341.74 per month in alignment with the current agreement. T-Mobile has proposed a monthly lease fee of \$3,100 with 2% annual escalation beginning on March 26, 2025. The Village has reviewed this request internally with all Staff, and determined it is in the best interest of the Village to move forward with approving the amendment for renewal with T-Mobile.

In 2022, the Village lost the lease revenue from Sprint, as they removed their cell tower equipment from the Village as part of the merger with T-Mobile. This revenue was significant, and the Village does not want to lose the other T-Mobile revenue for the existing equipment. This revenue is budgeted in the Capital Projects Fund (30).

COST

There is no cost to renewing the T-Mobile lease. If not approved, there would be lost revenue of \$37,200 annually to the Capital Projects Fund (30) – account 30-00-3820 Rental Income.

RECOMMENDATION

That the Village Board approve Resolution No. 20230418L, approving an amended agreement with T-Mobile for Antenna Lease - 100 New Bond Rd.



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

Resolution No. 20230418L

**A Resolution Approving an Amended Agreement with T-Mobile
for Antenna Lease
Village of Sugar Grove,
Kane County, Illinois**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 18th day of April, 2023.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 18th day of April, 2023.

RESOLUTION 20230418L
A RESOLUTION APPROVING AN AMENDED AGREEMENT WITH T-
MOBILE FOR ANTENNA LEASE FOR VILLAGE OF SUGAR GROVE, KANE
COUNTY, ILLINOIS

BE IT RESOLVED, by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois as follows:

WHEREAS, the Village of Sugar Grove currently has an antenna lease; and

WHEREAS, it is necessary to enter into an amendment for such agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Sugar Grove, as follows:

1. That Village President Jennifer Konen or her designee is hereby authorized to sign the lease amendment as attached.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 18th day of April, 2023.

Jennifer Konen
President of the Board of Trustees
of the Village of Sugar Grove, Kane County, Illinois

ATTEST: _____
Alison Murphy
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____
Trustee Ryan Walter	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Village President Jennifer Konen	_____	_____	_____	_____

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (the "**Third Amendment**") is effective as of the last signature below (the "**Effective Date**") by and between Village of Sugar Grove, an Illinois municipal corporation ("**Landlord**") and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Landlord and Tenant (or their predecessors-in-interest) entered into that certain Lease Agreement dated March 3, 2004, including that certain Amendment Number One to Option Tower and Ground Space Lease dated June 10, 2013, and Second Amendment to Lease Agreement dated January 9, 2018 (including all amendments, collectively, the "**Lease**") regarding the leased premises ("**Premises**") located at 100 New Bond Road, Sugar Grove, IL 60554 (the "**Property**").

For good and valuable consideration, Landlord and Tenant agree as follows:

1. At the expiration of the Lease, the term of the Lease will automatically be extended for five (5) additional and successive five (5) year terms, each included as Renewal Term, provided that Tenant may elect not to renew by providing Landlord at least thirty (30) days' notice prior to the expiration of the then current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this Third Amendment, Tenant shall pay Landlord Three Thousand One Hundred and No/100 Dollars (\$3,100.00) per month as Base Rent, partial calendar months to be prorated in advance, by the fifth (5th) day of each calendar month.

Thereafter, notwithstanding anything to the contrary in the Lease, the Base Rent will escalate by two percent (2%) of the Base Rent in effect for the previous year on March 26, 2025 and each anniversary annually thereafter. Where duplicate Base Rent would occur, a credit shall be taken by Tenant for any prepayment of duplicate Base Rent by Tenant.

3. 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. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ CH47490A

If to Landlord:

Village of Sugar Grove
160 S. Municipal Drive; Suite 110
Sugar Grove, Illinois 60554-0049

Attn: Village Administrator

With a copy to:

Laura M. Julien
Village Attorney, Village of Sugar Grove
140 S. Municipal Drive
Sugar Grove, Illinois 60554

4. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Premises without additional payment or consideration.
5. Except as expressly set forth in this Third Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Third Amendment conflicts with the terms of the Lease, the terms and provisions of this Third Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Third Amendment.
6. This Third Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Third Amendment will legally bind the Parties to the same extent as originals.
7. 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 Third Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Third Amendment. If Landlord is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Landlord is solely responsible for all commission, fees or other payment to Agent and (b) Landlord shall not impose any fees on Tenant to compensate or reimburse Landlord for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this Third Amendment or any future amendment.
8. This Third Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS, the Parties execute this Third Amendment as of the Effective Date.

LANDLORD:

**Village of Sugar Grove,
an Illinois municipal corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

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

By: _____

Print Name: _____

Title: _____

Date: _____