

RESOLUTION R-2025-29

A RESOLUTION AUTHORIZING THE EXECUTION OF LICENSE SUPPLEMENT #1 UNDER THE MASTER LICENSE AGREEMENT WITH CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS

WHEREAS, the City of Wheaton ("City") entered into a Master License Agreement ("MLA") with Chicago SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon") on July 19, 2022, establishing the terms and conditions for the deployment of small cell wireless facilities within the public rights-of-way; and

WHEREAS, the City and Verizon desire to execute a License Supplement, as provided in the MLA, to enable the deployment of a small cell wireless facility at a specific location; and

WHEREAS, the City and Verizon intend to facilitate the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, Federal Communication Commission Regulations and the City's Small Wireless Facilities in Rights-of-Way Ordinance (Chapter 58, Article IX Code of Ordinances); and

WHEREAS, the proposed License Supplement includes provisions for the location of the small cell wireless facility as well as associated terms such as fees, term length, and compliance requirements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that:

The Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to License Supplement #1 under the Master License Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless incorporated herein as Exhibit A.

ADOPTED this 21st day of April 2025.


Philip J. Sauer

Mayor

ATTEST:


Andrea Rosedale

City Clerk

Roll Call Vote:

Ayes: Councilman Barbier
Councilwoman Bray-Parker
Councilman Brown
Mayor Suess
Councilman Clousing
Councilwoman Robbins
Councilman Weller

Nays: None
Absent: None

Motion Carried Unanimously

LICENSE SUPPLEMENT

This License Supplement (Supplement), is made this 22nd day of April, 2025, between the City of Wheaton, whose principal place of business is located at 303 W. Wesley St., Wheaton, Illinois 60187 ("Licensor"), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Basking Ridge, NJ ("Licensee").

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the City of Wheaton and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, dated **July 19, 2022**, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement (note - Supplement should govern because there may be some site-specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms) shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The Property owned by Licensor is located in the City of Wheaton's R.O.W., in front of **1501 N Woodlawn St, Wheaton, IL 60187**. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit 1 attached hereto and made a part hereof.
3. **Term** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 9 of the Agreement.
4. **Consideration.** The Annual License Fee under this Supplement shall be \$200.00 per year, payable to Licensor at **303 W. Wesley Street – P.O. Box 727, Wheaton, IL 60187**. Thereafter, the Annual License Fee will be due at each annual anniversary of the "Commencement Date" of this Supplement. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR:

City of Wheaton, an Illinois Municipal Corporation

BY: Philip J. Suess
Name: PHILIP J. SUESS
Title: MAYOR
Date: APRIL 22, 2025

LICENSEE:Chicago SMSA Limited Partnership d/b/a Verizon Wireless
By Celco Partnership, its general partner

Signed by:
BY: Jessica Dewalt
Name: Jessica Dewalt
Title: Ass. Director, Verizon Wireless
Date Apr 15, 2025

EXHIBIT 1

Premises

(see attached site plans)

Site: Wheaton_A_SC018

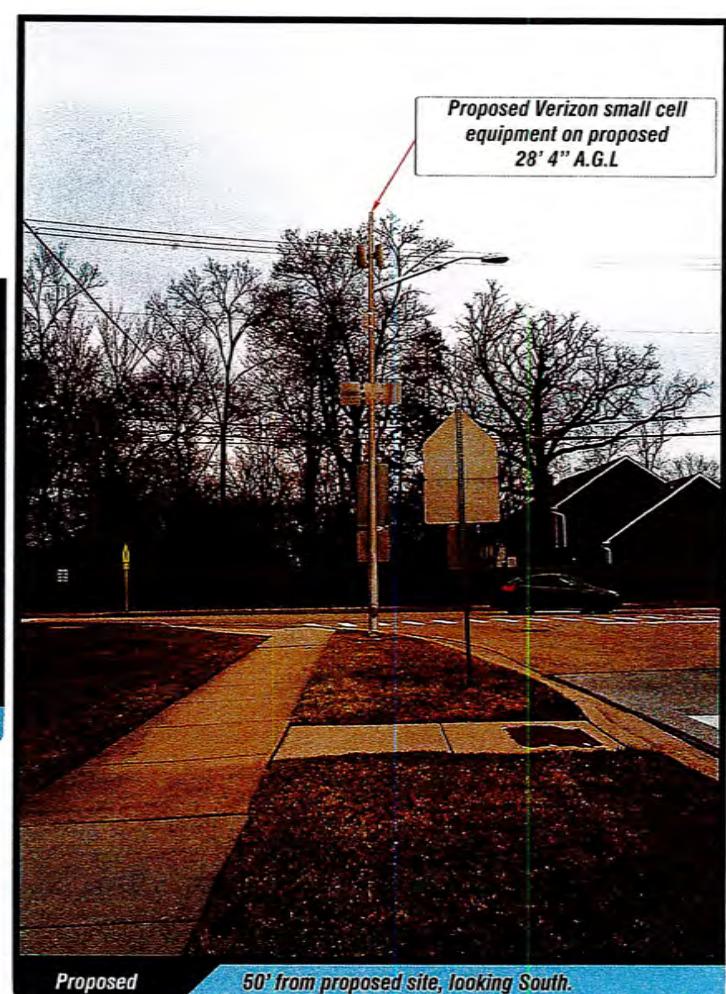
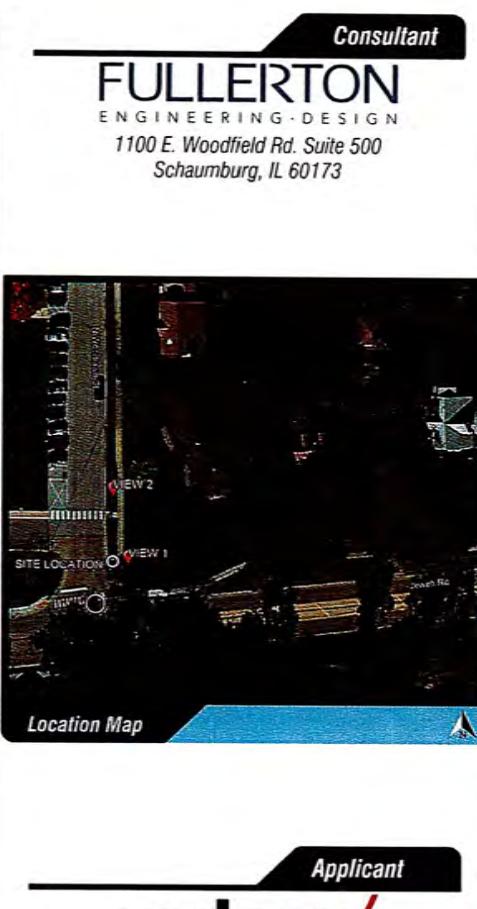
Latitude: 41.87886°

Longitude: -88.12494°

verizon✓

02/04/2022

View 1 of 2



Site: Wheaton_A_SC018

Latitude: 41.87886°

Longitude: -88.12494°

verizon✓

02/04/2022

View 2 of 2

