
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO
COMMUNICATIONS SITE LEASE AGREEMENT WITH SPRINT**

JOHN BEARROWS, Mayor
SUE MESSER, City Clerk

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City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
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200 W. Adams, Suite 2125 Chicago, IL 60606

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COMMUNICATIONS SITE LEASE AGREEMENT WITH SPRINT**

RESOLUTION NO. _____

WHEREAS, the City of Rochelle (“City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5-1-1, et seq.; and

WHEREAS, The City owns and operates, certain facilities for its water utility including, but not limited to, water towers through the Rochelle Municipal Utilities (“RMU”), a department of the City;

WHEREAS, SprintCom, Inc., a Kansas corporation, successor in interest to Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications (“Sprint”) desires to continue leasing use of the RMU’s water tower for the purposes of affixing telecommunications equipment; and

WHEREAS, the City and Sprint previously entered into a Communications Site Lease Agreement on June 1, 2000, which is set to expire on August 15, 2020; and

WHEREAS, the RMU and Sprint wish to amend the terms of the lease to allow for the continued leasing of the water tower to Sprint; and

WHEREAS, the Mayor and City Council finds that it is in the best interest of the City and its residents for the City of Rochelle to enter into a First Amendment to Communications Site Lease Agreement with Sprint (attached hereto as Exhibit 1).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ROCHELLE, ILLINOIS as follows:

SECTION ONE. The foregoing Recitals are not mere preparatory language, but are hereby incorporated in this Section 1 as if said Recitals were fully set forth.

SECTION TWO. The City Manager is authorized to execute a First Amendment to Communications Site Lease Agreement with Sprint, in a form substantially similar to Exhibit 1, attached hereto, subject to review and revision as to form by the City Attorney.

SECTION THREE. The provisions of this Resolution are severable and if any court of competent jurisdiction shall declare any portion of this Resolution to be invalid or unenforceable, said decision shall not affect any portion of this Resolution, other than the part declared invalid or unenforceable. This City Council hereby declares that it would have enacted this Resolution even with the invalid or unenforceable portion deleted.

SECTION FOUR. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

SECTION FIVE. That any resolution or motion in conflict with this Resolution is hereby repealed insofar as it conflicts with this Resolution.

PASSED THIS 10th day of February, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 10th day of February, 2020.

MAYOR

ATTEST:

CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT WITH SPRINT” which was adopted by the Mayor and City Council of the City of Rochelle on February 10, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 10th day of February, 2020.

CITY CLERK