

**VILLAGE OF VERNON HILLS
RESOLUTION 2025-023**

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT
FOR CELL TOWER CONSULTING SERVICES WITH CELL AT AUCTION LLC**

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (“the Village”) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Community Development Department, Finance Department, and Public Works Department have identified a need for professional consulting services related to the management of cell tower leases on towers owned by the Village; and

WHEREAS, Cell at Auction LLC has provided a proposal to provide consulting services and leasing agent services to the Village, attached hereto as **Exhibit A**; and

WHEREAS, the total amount due to Cell at Auction LLC per the fee schedules included in the proposal may exceed \$25,000; and

WHEREAS, expenditures over \$25,000 require Board of Trustee approval.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, THAT THE VILLAGE MANAGER IS AUTHORIZED TO ENTER INTO A CONTRACT FOR BUILDING INSPECTION AND PLAN REVIEW CONSULTING SERVICES AS DESCRIBED HEREIN.

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required documents related to the proposal for cell tower consulting services, including the agent fee amendment, attached hereto as **Exhibit A**.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payments to Cell at Auction LLC in accordance with the fee schedules described Exhibit A.

SECTION 3: EFFECTIVE DATE: This Resolution shall be in full force and effect from its passage and approval.

SECTION 4: RESOLUTION NUMBER: This Resolution shall be known as Resolution Number 2025-023.

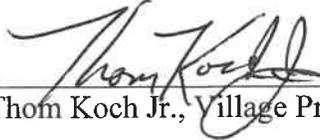
Dated this 20th day of May, 2025.

Adopted by roll call vote as follows:

AYES: 6 – Forster, Marquardt, Schenk, Lundeen, Oppenheim, Koch

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 – Takaoka


Thom Koch Jr., Village President

PASSED: 05/20/2025

APPROVED: 05/20/2025

ATTEST: 05/20/2025


Kevin Timony, Village Clerk



Exhibit A

**Proposal for Cell Tower Consulting Services and
First Amendment related to Agent Fees**



March 13, 2025

Andrew C. Jennings, AICP Community Development Director
290 Evergreen Drive | Vernon Hills, IL 60061

Dear Mr. Jennings,

The intent of the Agreement ("Agreement" or "Contract") is to assist the Village with performing certain direct assignments for the Village of Vernon Hills ("Village") existing cell site leases and municipal owned towers and to act as the Village's agent in future cell site lease negotiations ("Telecom Consulting Services" or "Work") on a case-by-case basis.

Consultant agrees to perform no professional services during the term of this Agreement for any person, firm, corporation and/or unit of government for any project or work that may be subject to the Village's review and/or inspection, to occur or occurring within the corporate limits of the Village without notification to the Village prior to rendering services. Consultant agrees to provide the Village with written notification whenever the Work provided under this Agreement shall require Consultant to review or inspect work performed by any other person, firm, corporation and/or unit of government for whom Consultant is or has within the previous twelve (12) months provided professional services, or with any of Consultant's partners or principals, have a financial interest.

Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

No Collusion. The Consultant represents and certifies that this Contract is made by the Consultant without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

Consultant states that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Vernon Hills, and that at all times it shall comply with applicable law. Consultant shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.



Consulting Fee

The Village shall pay Cell At Auction, LLC an hourly rate of \$150.00 for mutually agreed upon consulting services when requested by the Village. Any new assignment shall incur a minimum fee of one hours rate. Any assignment that may incur a cost in excess of two hours services must be requested and approved in advance by the Village prior to engaging said service.

Thank you for your continued support,
With Appreciation

A handwritten signature in black ink, appearing to read "Bud Blinick", written over a horizontal line.

Bud Blinick, AARE, ATS, Managing Broker

A handwritten signature in black ink, appearing to read "Kevin Timony", written over a horizontal line.

Kevin Timony

First amendment to Consulting agreement dated March 13, 2025 between the Village of Vernon Hills, Illinois and Cell At Auction, LLC.

Agent Fee

With respect to any additional carriers, such as the potential DISH site leases where they will require space in the Public Works, Police Station, Metra Station and Village Hall Buildings, we will be retained as your agent in the negotiations.

The Village shall pay Cell At Auction an Agent Fee equivalent of up to the first five (05) months of rent for acting as the Village's agent in negotiations resulting in a new agreement with a new lessee not currently in a lease with the Village or an existing lessee when requested by the Village. Prior to Cell at Auction acting as the Village's agent in this matter, Cell At Auction must receive written notification from the Village Manager or his designee. The Agent Fee shall be calculated as follows:

1. One month's rent for each year of the Term of the agreement up to a maximum of five (05) months.
2. All automatic and/or optional multi-year extension or renewal periods included in the initial agreement shall be included in the calculation of the Term and not subject to the Agent Fee.
3. The Agent Fee for agreements that include "automatic one-year renewals unless cancelled" shall be paid at the maximum rate of five (05) month's rent and any renewal after the fifth year shall not be subject to the Agent Fee.
4. In the event an initial period of "free rent" is provided for in the agreement, the Village shall pay the equivalent of up to the first five (05) months' of the actual paid rent to be received after the free rent period.
5. The Village shall not pay an Agent Fee for notices received for automatic and/or optional extension or renewal periods included in an executed agreement.



Bud Blinick, AARE, ATS, Managing Broker



Kevin Timony