

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL WORKSHOP**  
**JANUARY 13, 2009 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
First Amendment to License Agreement with Verizon Wireless	✓ Resolution Ordinance Motion Discussion Only	Enza Petrarca Village Attorney

**SYNOPSIS**

A resolution has been prepared authorizing approval of a First Amendment to License Agreement between the Village of Downers Grove and Chicago SMA Limited Partnership d/b/a Verizon Wireless to Install, Maintain and Operate Antenna Equipment on Village Property, which is located at 801 Burlington in Downers Grove. This amendment changes the term of the agreement, monthly compensation and makes amendments to the existing plans for the installation of a generator for the telecommunication facility.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals for 2007-2012 identified one goal as an *Exceptional Municipal Organization* and explained what it means to the citizens was *Responsible Stewardship of Village Finances and Resources*.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval on the January 20, 2009 consent agenda.

**BACKGROUND**

Chicago SMA Limited Partnership d/b/a Verizon Wireless is a provider of digital communications in the Chicagoland area. It currently holds a license agreement to install an antenna on the lattice tower located at 801 Burlington Avenue. The Exhibits 1 and 3 to the agreement have been amended to indicate the addition of a generator to the plans. In addition, the term of the agreement has been extended to December 31, 2012 and then an additional automatic renewal for an addition 5 years or until December 31, 2018. Compensation has been increased to \$3,600 per month with a 4% annual increase.

**ATTACHMENTS**

Resolution  
Amendment

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT &  
REINSTATEMENT TO LICENSE AGREEMENT BETWEEN  
THE VILLAGE OF DOWNERS GROVE AND CHICAGO SMA LIMITED PARTNERSHIP  
D/B/A VERIZON WIRELESS TO INSTALL, MAINTAIN  
AND OPERATE ANTENNA EQUIPMENT ON VILLAGE PROPERTY**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois as follows:

1. That the form and substance of a certain First Amendment (“First Amendment”), between the between the Village of Downers Grove (“Landlord”) and Chicago SMA Limited Partnership d/b/a Verizon Wireless, (“Tenant”) for a license agreement to install, maintain and operate antenna equipment on Village property located at 801 Burlington Avenue, Downers Grove, IL, as set forth in the First Amendment submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Amendment, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the First Amendment.

4. That all resolutions or parts of resolutions in conflict with the provision of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

**FIRST AMENDMENT & RESTATEMENT  
TO LICENSE AGREEMENT**

THIS FIRST AMENDMENT & RESTATEMENT TO LICENSE AGREEMENT ("First Amendment"), dated as of the later of the signature dates below, is by and between the **Village of Downers Grove**, an Illinois municipal corporation, having a mailing address of 801 Burlington Avenue, Downers Grove, Illinois 60515 (hereinafter referred to as "Landlord") and **Chicago SMSA Limited Partnership, D/B/A Verizon Wireless**, having a mailing address of One Verizon Way, Mailstop 4AW100, Basking Ridge, NJ 07920 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a License Agreement entitled LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND CHICAGO SMSA LIMITED PARTNERSHIP TO INSTALL, MAINTAIN AND OPERATE AN ANTENNA AND ACCESSORY BUILDING ON PUBLIC PROPERTY IN CONJUNCTION WITH ITS CELLULAR TELEPHONE SERVICES dated May 17, 1993, and an Addendum to that License Agreement entitled ADDENDUM TO LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND CHICAGO SMSA LIMITED PARTNERSHIP TO INSTALL, MAINTAIN AND OPERATE AN ANTENNA AND ACCESSORY BUILDING ON PUBLIC PROPERTY IN CONJUNCTION WITH ITS CELLULAR TELEPHONE SERVICES dated November 30, 2001, copies of which are attached hereto, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 801 Burlington Avenue, Downers Grove, Illinois ("Agreement"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to provide that the term of the Agreement shall be restated, extended and to confirm compensation amounts and tax payment responsibility.

WHEREAS, Landlord and Tenant also desire to amend the Agreement to provide that any notice or communication shall be sent to the Landlord at its current address and to Tenant at its current address.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. "Section 1. Contract Documents." Exhibit 1 and Exhibit 3 have been revised to incorporate the installation of a generator on the property. Exhibit 1 and Exhibit 3 are incorporated herein by reference.
2. "Section 5. Term." of the Agreement is amended to extend the term of the current Agreement. With this First Amendment, the Agreement shall be automatically renewed for two (2) additional approximately five (5) year renewal terms as follows:

In order to establish an annual term commensurate with a calendar year, the initial renewal term will commence on June 1, 2008 and shall end December 31, 2008. Thereafter, and as part and parcel of the initial renewal term, four additional one (1) year periods shall automatically commence each January 1<sup>st</sup> and extend through December 31 of the same year, terminating the initial renewal term of this First Amendment on December 31, 2012. The second renewal term of this First Amendment shall automatically commence January 1, 2013 and shall end December 31, 2018, the final expiration date. Automatic renewal as provided herein will only cease upon at least ninety (90) days written notice of non-renewal in advance of the commencement of any annual term by one party to the other or until the final expiration date, which ever is sooner. Landlord agrees not to terminate this lease simply as a method to re-negotiate the terms contained herein.

After February 1, 2013, Tenant may request the Village to enter into negotiations toward renewing or extending this First Amendment to the Agreement. Any renewal or extension shall be according to terms that are mutually agreeable and the Village shall not be bound to accept any particular terms or to renew any or all of the rights granted by this Agreement.

3.. "Section 9. Compensation." of the Agreement is stricken and amended as follows:

Section 9. COMPENSATION

a. Beginning on December 1, 2008, Licensee shall pay to the Village a license fee of \$3,600.00 per month each month of 2008. Thereafter, effective on the first day of January in each subsequent year of the First Amendment of the Agreement, the monthly license fee shall increase in an amount equal to the fee for the preceding year multiplied by 4%. The monthly fee shall be paid to the Village of Downers Grove, Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515 each month by the 10<sup>th</sup> of the month

b. No sublease is permitted without Village approval. A sublease is only allowed upon permission granted by the Village in a written document and the Village shall be entitled to 50% of any sublease fee or rent in addition to the rental fee described in paragraph (a), above. Any contract or agreement to sublease shall be provided to the Village by Licensee.

4. "Section 15. Notices." of the Agreement is amended to indicate the current addresses of each party:

Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515  
Attn: Village Manager

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

5. There shall be added a section number 16 as follows:

“Section 16. Taxes.” Licensee is solely responsible for payment of taxes on the leasehold (PIN # 09-08-211-016). Licensee is solely responsible to determine the taxes owed and to comply with the DuPage County payment procedures. Licensee shall reimburse the Village for any personal or real property taxes which are assessed as a result of Licensee’s Improvements and directly attributable to its use of the Property under the terms of this First Amendment to the Agreement. Licensee shall have the right, at its own expense and without expense to the Village, to contest by appropriate proceedings, conducted with due diligence and in good faith, the validity of the amount of taxes or reassessment as applicable to the Licensed Premises or the Licensee Improvements. In the event that the Village becomes aware of any tax delinquency and that delinquency is not cured by the Licensee within a reasonable amount of time, the Village shall have the right to remove any of Licensee’s equipment and terminate this First Amendment to the Agreement.

6. Tenant shall be entitled to access their equipment Monday through Friday, 7am to 3:30pm CST, by contacting the Village Building Services Department at 630/434-5551. If access is required after business hours, on weekends, on a holiday or in the event of an emergency, Tenant shall contact the Village Operations Center at 630/434-5706 or 630/434-5707.

7.. Except as amended herein, all terms, conditions, provisions, covenants and agreements contained in the Agreement shall be reinstated and shall remain in full force and effect in their entirety. In the event of a conflict between this First Amendment and the Agreement, the First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

VILLAGE OF DOWNERS GROVE

By: \_\_\_\_\_  
Village Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
April Holden, Village Clerk

CHICAGO SMSA LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS by  
CELLCO PARTNERSHIP, ITS  
GENERAL PARTNER

By: Beth Ann Drohan  
Beth Ann Drohan  
Midwest Area Vice President - Network

Date: 11/17/08

Subscribed and sworn to before me this  
17th day of Nov, 2008.

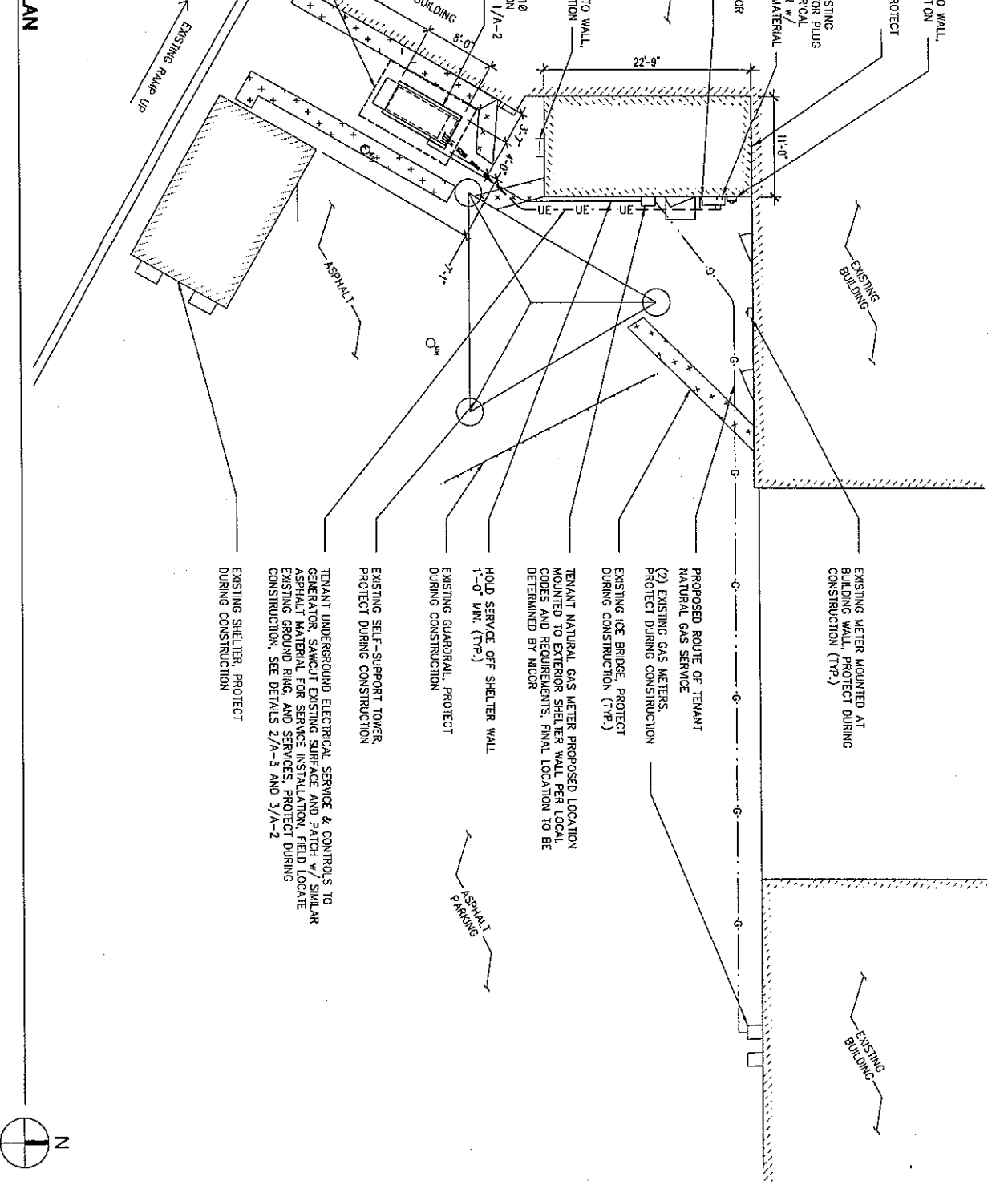
Latonya N Ellis  
Notary  


**Exhibit 1 - Revised**

**Site Map of Property**

**(See attached document)**

**1** COMPOUND PLAN  
SCALE 1/8"=1'-0"



<p><b>SHIVE HATTERY</b>          Cedar Rapids, IA • Iowa City, IA • Des Moines, IA          Moline, IL • Bloomington, IL • Chicago, IL          SHIVE-HATTERY, INC. 701 LEE STREET          100 PLAZA, ELKINS GLEN          PHONE (563) 290-1800 FAX (563) 290-1800</p>	<p><b>CHICAGO SMSA LIMITED PARTNERSHIP</b>          d/b/a Verizon Wireless</p>
	<p><b>PROJECT NO. 2000-04</b></p> <p><b>SHEET NO. 00</b></p> <p><b>DATE: 01/11/00</b></p> <p><b>DESIGNED BY: JAL</b></p> <p><b>CHECKED BY: JAL</b></p> <p><b>DATE: 01/11/00</b></p> <p><b>SCALE: AS SHOWN</b></p> <p><b>PROJECT LOCATION:</b></p> <p><b>CLIENT:</b></p> <p><b>DATE:</b></p> <p><b>SCALE:</b></p>
<p><b>WEST TOWER</b></p> <p><b>COMPOUND PLAN</b></p> <p><b>A-1</b></p>	<p><b>DOWNERS GROVE</b>          126705          SHERIFF &amp; LAMOND PL.          DOWNERS GROVE, IL 60018          SELF-SUPPORT TOWER</p>

**Exhibit 3 - Revised**

**Plans and Specifications for the Building**

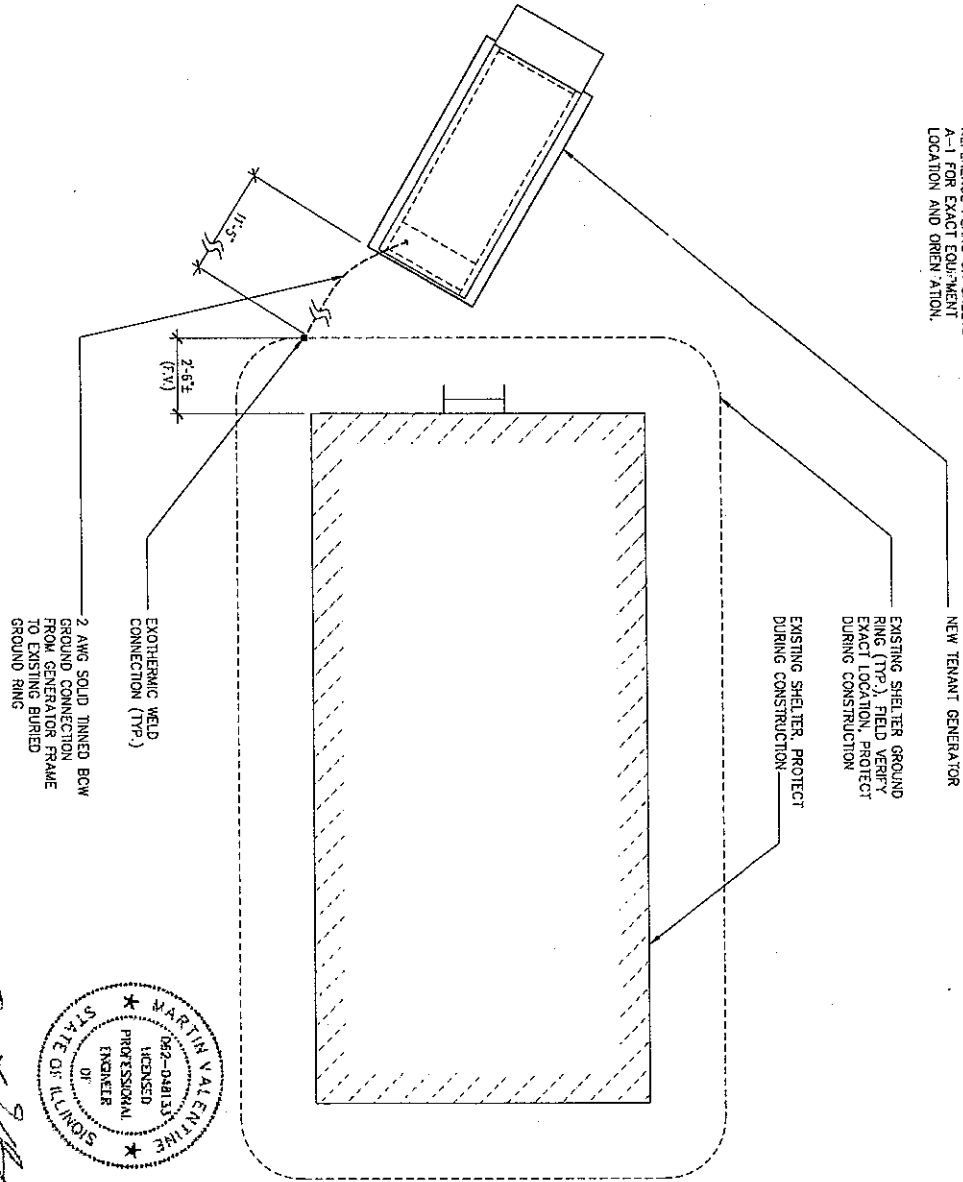
**(See attached document)**



**SEQUENCE OF CONSTRUCTION** VZM-01-06-07-001

1. ELECTRICAL CONTRACTOR TO INSTALL TEMPORARY FEEDER FROM EXISTING MAIN CIRCUIT BREAKER TO EXISTING PANEL. TEMPORARY FEEDER TO BE (3) 3/0 AND (1) 4 GROUND THIN CABLE. DO NOT TERMINATE AT MCB OR PANEL AT THIS TIME.
2. ELECTRICAL CONTRACTOR TO OPEN MAIN BREAKER TO DISCONNECT POWER.
3. DISCONNECT FEEDER FROM EXISTING MANUAL TRANSFER SWITCH TO EXISTING PANEL AND EXISTING MAIN CIRCUIT BREAKER TO EXISTING MANUAL TRANSFER SWITCH.
4. TERMINATE TEMPORARY FEEDER AT EXISTING PANEL AND EXISTING MAIN BREAKER.
5. CLOSE MAIN BREAKER TO TURN POWER BACK ON.
6. REMOVE EXISTING MANUAL TRANSFER SWITCH, MAIN SWITCH AND EXISTING PORTABLE GENERATOR PUGS AND CORRESPONDING FEEDERS. PATCH ALL HOLES IN WALL TO MATCH SURROUNDING AREA IF NECESSARY.
7. ELECTRICAL CONTRACTOR TO EXCAVATE FOR THE GENERATOR GROUND GRID AND FOR THE CONNECTION TO THE BUILDING GROUND GRID AS CALLED FOR ON THE NEW SITE PLAN, AS WELL AS EXCAVATE FOR THE CONDUITS FROM THE GENERATOR TO THE BUILDING. CALL OWNER FOR INSPECTION. ALSO NOTIFY LOCAL ELECTRICAL INSPECTOR IF REQUIRED.
8. INSTALL GENERATOR GROUND GRID, DRIVEN GROUND RODS, CONDUITS FROM GENERATOR TO BUILDING, MAKE TERMINATION AT BUILDING GROUND GRID AS CALLED FOR ON THE PLAN. CALL OWNER AND THE ELECTRICAL INSPECTOR FOR INSPECTIONS PRIOR TO BACKFILL.
9. RECEIVE, HANDLE, SET, INSTALL GENERATOR AND TRANSFER SWITCH AS SHOWN ON THE PLANS. PULL IN CONDUCTORS FROM GENERATOR TO TRANSFER SWITCH. TERMINATE CONDUCTORS AT GENERATOR MAIN BREAKER AND AT GENERATOR POWER LUGS IN TRANSFER SWITCH.
10. EXTEND NEW 2" EMT CONDUIT FROM NEW TRANSFER SWITCH TO EXISTING LOAD CENTER AND NEW (3) 3/0 THIN AND (1) 4 GREEN GROUND FROM LOAD LUGS IN TRANSFER SWITCH TO EXISTING LOAD CENTER. DO NOT TERMINATE IN LOAD CENTER AT THIS TIME.
11. OPEN MAIN BREAKER TO TURN OFF POWER. DISCONNECT AND REMOVE TEMPORARY FEEDER.
12. TERMINATE NEW ATS TO EXISTING MAIN BREAKER (LOAD SIDE) AND NEW ATS TO EXISTING PANEL. CLOSE MAIN BREAKER TO TURN POWER BACK ON.
13. NOTIFY OWNER OF READINESS FOR START UP TEST AND HAVE THEM/UDO PROVIDE START UP TESTS AS SPECIFIED.
14. WIRE FROM TRANSFER SWITCH TO ALARM WIRING BLOCK. SEE TERMINATION SCHEDULE ON THIS SHEET. CALL OWNER AND ELECTRICAL INSPECTOR FOR FINAL INSPECTION.
15. ELECTRICAL CONTRACTOR TO PROVIDE "DOCUMENT CLOSE OUT BINDER" ONE FOR SITE AND ONE FOR THE OWNER. BINDER TO CONSIST OF: BUT NOT LIMITED TO:
  - A. WARRANTY INFORMATION
  - B. INSTALLATION DOCUMENTATION
    1. DRAWINGS
    2. SCHEMATICS
  - C. AS-BUILT DRAWINGS
  - D. PHOTOS OF CONSTRUCTION/INSTALLATION
    1. DEPICTS OF CONDUITS AND GROUND LEAD SHOWING TAPE DROP
    2. DELIVERY OF THE GENERATOR
    3. ALL STAGES OF GENERATOR INSTALLATION
  - E. COPIES OF ALL PERMITS NEEDED
  - F. FINAL LUDL WAIVERS
  - G. ADDITIONAL ITEMS REQUESTED BY THE PROJECT MANAGER

NOTE:  
THIS REPRESENTS A TYPICAL GROUND CABLE INSTALLATION FOR THE GENERATOR. REFERENCE PLANS ON SHEETS A-1 FOR EXACT EQUIPMENT LOCATION AND ORIENTATION.



**1** TYPICAL SHELTER GROUNDING PLAN  
SCALE: NONE

Signature: *[Handwritten Signature]*  
Date: 4/21/07  
Exp. Date: 4/30/09

**MARTIN VALENTE**  
062-048131  
LICENSED PROFESSIONAL ENGINEER  
STATE OF ILLINOIS

<p><b>SHIVE HATTERY</b>                  808 W. PLANK, SUITE 300                  MOBILE, AL 36688                  PHONE (256) 286-1782 FAX (256) 286-1782</p>	<p><b>CHICAGO SMSA LIMITED PARTNERSHIP</b> d/b/a Verizon Wireless</p>
	<p><b>DOWNERS GROVE</b> 126705</p> <p>DATE: 4/21/07 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>