

VILLAGE OF DOWNERS GROVE
Report for the Village
12/3/2019

SUBJECT:	SUBMITTED BY:
License Agreement with TMobile to Install, Maintain and Operate Antenna Equipment on Village Property	Enza Petrarca Village Attorney

SYNOPSIS

A resolution has been prepared authorizing approval of a License Agreement with TMobile Central, LLC d/b/a TMobile to install, maintain and operate antenna equipment on Village property located at 4318 Downers Drive.

STRATEGIC PLAN ALIGNMENT

The goals for 2019-2021 include *Steward of Financial, Environmental and Neighborhood Sustainability*.

FISCAL IMPACT

Approval of the proposed agreement would result in the Village collecting \$4,000.00 in monthly license fees with a 4% increase each year thereafter.

RECOMMENDATION

Approval on the December 3, 2019 consent agenda.

BACKGROUND

TMobile Central, LLC d/b/a TMobile is a provider of digital communications in the Chicagoland area. TMobile contacted the Village concerning its desire to renew its license agreement with the Village and continue operation on the Village's water tower located at 4318 Downers Drive. TMobile has had a license agreement with the Village on the 4318 Downers Drive site since December 1, 2005. There will be no changes to the antenna or ground equipment that currently exist on the property.

Approval of the proposed agreement will result in the Village collecting \$4,000.00 in monthly license fees, with a 4% increase in each year thereafter. The agreement will run for ten (10) years, commencing on January 1, 2020 and shall expire December 31, 2029.

ATTACHMENTS

Resolution
License Agreement

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING EXECUTION OF A LICENSE AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE AND TMOBILE CENTRAL, LLC
TO INSTALL, MAINTAIN AND OPERATE ANTENNA EQUIPMENT
ON VILLAGE PROPERTY (4318 DOWNERS DRIVE)**

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 License Agreement ("Agreement"), between the Village of Downers Grove ("Village") and TMobile Central, LLC d/b/a TMobile ("Licensee") for the maintenance and operation of antenna equipment on Village property located at 4318 Downers Drive, Downers Grove, IL, as set forth in the Agreement 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 Agreement, 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 Agreement.

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

**LICENSE AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE AND
T-MOBILE CENTRAL LLC TO INSTALL, MAINTAIN AND OPERATE A
COMMUNICATIONS FACILITY ON VILLAGE PROPERTY**

WITNESSETH

WHEREAS, the Village of Downers Grove (hereinafter referred to as the "Village") is an Illinois municipal corporation and a home rule unit, pursuant to the laws of the State of Illinois; and

WHEREAS, the Village is the owner and lessor of certain real estate located at 4318 Downers Drive, Downers Grove, Illinois (the "Property"), upon which is located a Village Water Tower (hereinafter referred to as the "Tower"); and

WHEREAS, T-Mobile Central LLC, a Delaware limited liability company (hereinafter referred to as "Licensee") desires to install and operate a wireless telecommunications facility on the Property and Tower; and

WHEREAS, Licensee's predecessor in interest and Village entered into that certain License Agreement dated December 1, 2005 ("Original Agreement"), the term of which is set to expire on November 30, 2020; and

WHEREAS, Licensee has requested permission to license space on the Tower (the "Tower Space") for the continued installation of its antennas, coax cabling, TMA's and ancillary equipment related thereto (hereinafter collectively referred to as the "Antenna Equipment") on the Tower and ground space (the "Ground Space") for the placement of its cabinets, radios, backup batteries and other ground based equipment ("Ground Equipment")(the Tower Equipment and Ground Equipment are sometimes collectively referred to herein as the "Licensee Facilities").

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions, the Village and Licensee agree as follows:

1. **CONTRACT DOCUMENTS:** The provisions set forth in the preamble and the following exhibits are incorporated into and made a part of this Agreement:

- a. Exhibit 1 - Site map(s) of the Property (or upgrades thereto), as amended from time to time and approved by the Village, showing the Tower Space and the Ground Space, together with the areas on the Property licensed to Licensee to provide access and utility service to the Ground Space (collectively, the "Licensed Premises") which includes location of any proposed underground utilities necessary for operation of the Licensee Facilities.
- b. Exhibit 2 - Plans and specifications (or upgrades thereto), as amended from time to time and approved by the Village, for the Licensee Facilities, including any conduit routes, cabling runs, and utility lines to be installed on the Property.

- c. Exhibit 3 - Plans and specifications (or upgrades thereto), as amended from time to time and approved by the Village, for the antennas and any cables or utility lines installed on the Licensed Premises for any sublicensee, if any.
2. **GRANT OF LICENSE:** The Village hereby grants to the Licensee the right, permission and authority to install, operate, maintain, repair and remove the Licensee Facilities upon the terms and conditions hereinafter specified. This Agreement shall not terminate upon the sale, assignment or transfer of the Property, but shall run with the land.
3. **SPECIFICATIONS:** Licensee shall comply with the following specifications:
 - a. During the term of this Agreement, there shall be no substantial variations, modifications, or upgrades from the plans and specifications contained in the attached Exhibits without the prior written approval of the Village, which approval shall not be unreasonably withheld or delayed.
 - b. The Antenna Equipment shall be installed, attached to the Tower, and maintained in conformance with Exhibit 2 and any applicable State and federal requirements. The Antenna Equipment shall be located more than ten (10) feet from any existing antenna equipment installed prior to Licensee's Antenna Equipment and shall not exceed ninety-six (96") inches in height.
4. **CONSTRUCTION, INSTALLATION AND MAINTENANCE:** Licensee may install, repair, maintain, or replace the Licensee Facilities, subject to the following conditions:
 - a. Licensee shall obtain all required permits and authorizations from the Village, in accordance with the applicable ordinances, prior to commencing any work under this Agreement. Such work shall comply with applicable codes and regulations and shall be conducted in a workmanlike manner.
 - b. Licensee shall obtain all necessary approvals from any regulatory authorities for the operation of the Licensee Facilities. Further, the Licensee shall comply with all applicable laws and regulations of such regulatory authorities including, but not limited to the Federal Communications Commission ("FCC").
 - c. All costs connected with the installation, maintenance, repair, use and removal of the Licensee Facilities and any related equipment shall be the responsibility of the Licensee.
 - d. Licensee shall not take any action, or allow any action by parties acting at the direction of Licensee, to be done which may impair the use of or damage the Tower.
 - e. Licensee may not interfere with the use by the Village, its officers, agents and employees, of the Tower or the Property.

- f. Licensee shall be entitled to access the Licensee Facilities Monday through Friday, 7:00 a.m. to 3:30 p.m. Central Time, by contacting the Village Building Services Department at (630) 434-5551 (801 Burlington Tower) or the Public Works Department at (630) 434-5460 (for all other Towers). If access is required after business hours, on weekends, on a holiday or in the event of an emergency, Licensee shall contact the Village at (630) 434-5600.
- g. Licensee shall maintain the Licensee Facilities in good repair, and in a clean and sightly condition.
- h. Upon termination of this Agreement by either party, Licensee shall, within thirty (30) days and at its expense, remove the Licensee Facilities and restore the Licensed Premises to substantially its original condition, reasonable wear and tear excepted.
- i. If Licensee abandons its use of the Licensee Facilities, Licensee shall, within thirty (30) days of receipt of written notice from the Village notifying the Licensee of such abandonment and at its expense, remove the Licensee Facilities and restore the Tower Space to substantially its original condition. The Licensee Facilities will be presumed abandoned if they are not operated for a period of one month or more. If the Licensee Facilities are not removed within thirty (30) days, the Village may remove the Licensee Facilities and Licensee shall reimburse the Village for the costs of such removal.

5. **NON-INTERFERENCE WITH VILLAGE OPERATIONS:** Neither this Agreement nor the Licensee Facilities shall interfere with or obstruct the functioning of the Village's operations and services. Licensee warrants that the Licensee Facilities shall be constructed, installed, maintained and operated in such a manner as to not interfere with or obstruct any radio or electronic equipment or signals of the Village's radio and data systems. In the event such interference occurs, and the interference cannot be eliminated by Licensee after reasonable efforts, the Village may terminate this Agreement, in accordance with Paragraph 8(b) of this Agreement. Provided, after notice to Licensee, the Village may immediately terminate this Agreement, or require that operation of the Antenna or any of Licensee's Facilities be immediately ceased where it determines that the Licensee Facilities present an immediate and serious danger to the public health, welfare or safety due to interference with the operation of the Village's radio and data systems.

6. **TERM:**

- a. This Agreement shall have an initial term beginning January 1, 2020 (the "Commencement Date") and ending December 31, 2029.
- b. After January 1, 2027 Licensee may request the Village to enter into negotiations towards renewing or extending this 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.

7. **COMPENSATION**: Beginning on January 1, 2020 the monthly license fee shall be Four Thousand Dollars (\$4,000.00). In each subsequent year during the term of this Agreement, the monthly license fee shall increase in an amount equal to the fee for the preceding year multiplied by four percent (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 10th of the month.

8. **TERMINATION**: This Agreement may be terminated as follows:

- a. Licensee may terminate this Agreement at any time upon sixty (60) days written notice to the Village without further liability if Licensee does not obtain all permits or other approvals required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if the Village fails to have proper ownership of the Tower or Property or authority to enter into this Agreement, or if Licensee, for any other reason, in its sole discretion, determines that it will be unable to use the Tower or the Property; however, if Licensee terminates this Agreement without cause, it shall pay the Village a termination penalty equal to three (3) months of the current rental amount.
- b. In the event either party fails to comply with the terms of this Agreement, such party shall be considered in default and the non-defaulting party may serve written notice of its intent to terminate this Agreement. Except where the public health or safety is threatened, the notice shall give the defaulting party not less than thirty (30) days to correct such non-compliance. In the event the default is not corrected within thirty (30) days of such notice, the non-defaulting party may terminate this Agreement by serving a written notice of termination. Notwithstanding the preceding, if any default cannot be cured within thirty (30) days and the defaulting party has diligently commenced and continues to take reasonable action necessary to cure the default, the defaulting party shall be entitled to a reasonable extended period of time in order to cure the default.
- c. In the event the Tower is destroyed or substantially damaged so as to substantially affect Licensee's use of the Property, this Agreement shall be considered terminated.

9. **TOWER REPAIR/MAINTENANCE**: Upon receiving one hundred eighty (180) days' notice from the Village that it intends to repair or perform maintenance to the Tower, Licensee shall, at its own expense and in such manner as the Village shall reasonably request, immediately temporarily remove, relocate, change or alter the position of the Antenna Equipment. During the term of this Agreement, the Tower may be refurbished and/or painted. Refurbishment and/or painting will take several months to complete (approximately five to eight months). Prior to beginning refurbishment and/or painting, the Village will notify Licensee in writing at least one hundred eighty (180) days' prior to the beginning of the refurbishment and/or painting. Licensee shall temporarily remove its Antenna Equipment from the Tower Space on or before the expiration of the one hundred eighty (180) day notice period and shall not reinstall such equipment until the refurbishment and/or painting is completed and the Village has approved such reinstallation, which approval shall not be unreasonably withheld, conditioned or delayed. During such period, Licensee may, at its sole cost and expense, install its Antenna Equipment on a temporary telephone pole or

bring a cell on wheels outside the shrouded area of the Tower in a location approved by both the Village and Licensee. However, such temporary arrangement shall not interfere with the refurbishment and/or painting of the Tower or with other Village operations on the Property. The Village shall not be responsible for any costs of removal, relocation, and reinstallation of the Antenna Equipment as a result of the refurbishment and/or painting and Licensee's obligation to pay the license fee shall abate until its commercial on-air operations are restored on the Tower.

10. **RESTORATION**: When the Licensee does any work on or affecting the Licensed Premises, it shall, at its own expense, restore the Licensed Premises to as good a condition as existed before the work was undertaken, normal wear and tear excepted, unless otherwise directed by the Village. If the Licensee fails to restore the Licensed Premises, the Village may, after communications with the Licensee and after affording the Licensee a reasonable opportunity to correct the situation, restore the Licensed Premises, or remove the obstruction therefrom. No such prior written notice shall be required in the event that the Village determines that an emergency situation exists. Licensee shall pay the Village for any reasonable costs of such restoration within fourteen (14) days after receiving a bill and supporting documentation from the Village for such work.

11. **UTILITIES**: Licensee shall be responsible for obtaining adequate utilities for operation of the Licensee Facilities, including electricity from any source available on the Property as long as the electricity for the Licensee Facilities are separately metered. Any utilities to be installed must be underground and at a location approved by the Village, such approval not to be unreasonably withheld, conditioned or delayed. Licensee shall pay for the electricity or any other utility it uses in its operations at the rate charged by the servicing utility company and the Village shall not be liable for such charges.

12. **TAXES**: Licensee shall obtain a leasehold PIN and shall be solely responsible for payment of taxes on the leasehold on the Property (PIN # _____) which are assessed as a result of Licensee's Facilities and directly attributable to its use of the Property under the terms of this Agreement. **Licensee shall provide a copy of this Agreement to the DuPage County Supervisor of Assessments and shall request and insure that the tax bill for the leasehold is sent directly to Licensee.** Licensee shall then pay the taxes owed directly to the County Assessor's Office by the due date indicated on the tax bill. Licensee shall be solely responsible to pay any late fees, interest or penalties if not paid by the due date. 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 Facilities. In the event that the Village becomes aware of any tax delinquency and that delinquency is not cured by the Licensee within thirty (30) days from the date the Village sends written notice, the Village shall have the right to remove any of Licensee's equipment and terminate this Agreement.

13. **INDEMNIFICATION**: Licensee shall indemnify, become responsible for and hold harmless the Village, its boards, committees, commissions, officers, agents and employees from any and all liability arising out of the existence of this Agreement; the installation, existence, maintenance or repair of the Licensee Facilities, or any act or omission of Licensee, its officers,

agents and employees, except for liability which arises from the Village's or its employees' or agents' negligence or intentional misconduct.

For purposes of this Agreement, the term "liability" includes, but is not limited to: actual or claimed loss or damage to property or injury to or death of persons; actual or claimed responsibility for such loss, damage, injury or death; and any and all judgments, decrees, costs and expenses of every sort and kind of incident to such loss, damage, injury, death or responsibility, including, but not limited to, court costs, fines and reasonable attorney's fees.

14. INSURANCE: At all times while this Agreement remains in effect, and in recognition of the indemnification provided in the foregoing Section 13, Licensee shall, at its own cost and expense, maintain a program of liability insurance and/or self-insurance as follows:

- a. During the Term of this Agreement, Licensee shall procure, pay for and maintain in full force and effect (i) workers' compensation insurance as required by law and which insures Licensee against workers' compensation claims arising out of Licensee's activities on the Tower; (ii) special causes of loss insurance covering the Licensee Facilities in an amount not less than one hundred percent (100%) of their actual replacement cost; and (iii) commercial general liability insurance, including broad form property damage insurance for bodily injuries and property damage. Such General Liability Insurance shall include coverage for the premises, operations, underground, collapse, explosion, products and the loss of use, and shall include as additional insureds the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees. Such insurance shall be in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.
- b. During Construction/Installation. During construction/installation, Licensee's contractor shall also maintain and provide Village with evidence of each of the insurance coverages specified in subparagraph (a) and in the amounts so specified. In addition, the contractor shall provide builder's risk insurance on an "all risks" basis for one hundred percent (100%) of the insurable value of all construction work in place or in progress from time to time, insuring the project, including materials in storage and while in transit, against loss or damage by fire or other casualty, with extended coverage, vandalism and malicious mischief coverage, bearing a replacement cost agreed amount endorsement.
- c. Policies. The policy or policies of insurance required by subparagraphs (a) and (b) shall be underwritten by a company or companies authorized to do business in the State of Illinois, shall maintain a minimum A.M. Best's rating of A-VII, shall include the Village as an additional insured and a certificate of insurance shall be delivered to the Village prior to the commencement of the term of this Agreement. Licensee or, where applicable, Licensee's contractors shall furnish the Village with a written notice of any cancellation of insurance required under this Section.

15. **LIENS:** Licensee agrees that it will not permit or suffer any lien to be put upon or arise or accrue against the Property in favor of any person or persons, individual or corporate, furnishing either labor or material in any work herein proposed, and the Licensee further covenants and agrees to hold the Village and its property free from any and all liens, or rights or claim of lien, which may or might arise or accrue under or be based upon any mechanic's lien law of the State of Illinois. If any such lien or claim for lien is filed or recorded against the Property, the Village shall give Licensee notice thereof and demand that Licensee remove the same, or post adequate security to insure the removal of the same following the resolution of any dispute between Licensee and the lienholder, within thirty (30) days after receiving such notice. Nothing in this provision shall restrict Licensee from granting a security interest in all or any part of the Licensee Facilities and to file of record UCC financing statements and/or fixture filings to perfect the same.

16. **ASSIGNMENT AND SUBLEASING:** This Agreement may not be assigned or transferred without the express written consent of the Village, which shall not be unreasonably withheld, conditioned or delayed. The Village agrees to respond to any such request within thirty (30) days from receipt of the request. Any assignment or transfer without such written consent shall, at the option of the Village, be deemed to be void and of no effect. Provided, however, this Agreement may be assigned or transferred to Licensee's parent or subsidiary of its parent, successor legal entity or other affiliate of Licensee without the Village's written consent as long as the Village is given written notice of the assignment or transfer within thirty (30) days thereof.

The Village must approve any sublease to any entity that is not Licensee's parent or subsidiary, successor legal entity or other affiliate of Licensee and the Village shall be entitled to fifty percent (50%) of any sublease revenue in addition to the license fee as described in Section 7. COMPENSATION, above.

17. **HAZARDOUS SUBSTANCES:**

- a. The Village represents and warrants that it has no knowledge of any Hazardous Substance (as defined below) existing on the Property in violation of any applicable federal, State or local law, regulation or ordinance. The Village further agrees to hold Licensee harmless from and indemnify Licensee against any damage, loss or expense or liability resulting from the existence on the Property of any such Hazardous Substance(s), including all reasonable attorney's fees and consultant fees, costs and penalties, incurred as a result thereof, unless caused by Licensee or any of its employees or agents.
- b. Licensee represents and warrants that its use of the Licensed Premises will not generate any hazardous substance, and that it will not store or dispose on the Licensed Premises, nor transport to or over the Licensed Premises, any Hazardous Substance in violation of any applicable federal, State or local law, regulation or ordinance. Licensee further agrees to hold the Village harmless from and against and indemnify the Village against any release of such Hazardous Substance to the extent caused by Licensee, or any of its employees or agents, and any damage, loss, or expense or liability resulting therefrom, including reasonable attorney's fees and consultant fees, costs and penalties, incurred as

a result thereof.

- c. "Hazardous Substance" as used herein shall mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic materials, hazardous or toxic radioactive substance, or other similar term by any federal, State or local environmental law, regulation or ordinance presently in effect or promulgated in the future.

18. **COST OF ENFORCEMENT:** The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement shall be entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing party.

19. **INVALIDITY:** If any section, paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

20. **FORCE MAJEURE:** Neither party shall be deemed in violation of this Agreement for the delay in performance or failure to perform in whole or in part its obligations under this Agreement due to strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond such party's control.

21. **NOTICES:** Unless otherwise specified herein, all notices under this Agreement shall be made in writing and delivered to:

Village:

Village Manager
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515
630.434-5500

With Copy to:

Village Attorney
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515
630.434-5541

Licensee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No.: CH45434A

Site CH45434A/84997

22. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Illinois.

23. **MISCELLANEOUS.**

- a. If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.
- b. This Agreement and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.
- c. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2019.

LICENSEE:
T-MOBILE CENTRAL LLC,
a Delaware limited liability company

VILLAGE OF DOWNERS GROVE

By:



By:

 Village Manager

Title:

VP, CIP & CM 11/15/19

ATTEST:

 Village Clerk

Kelly Dunham 11/11/19
 T-Mobile Contract Attorney, as to form



I:\nw\agr.19\antenna\TMobile-Downers Drive\Draft-08-29-19

Site CH45434A/84997

EXHIBIT 1

Site Map(s) of the Property

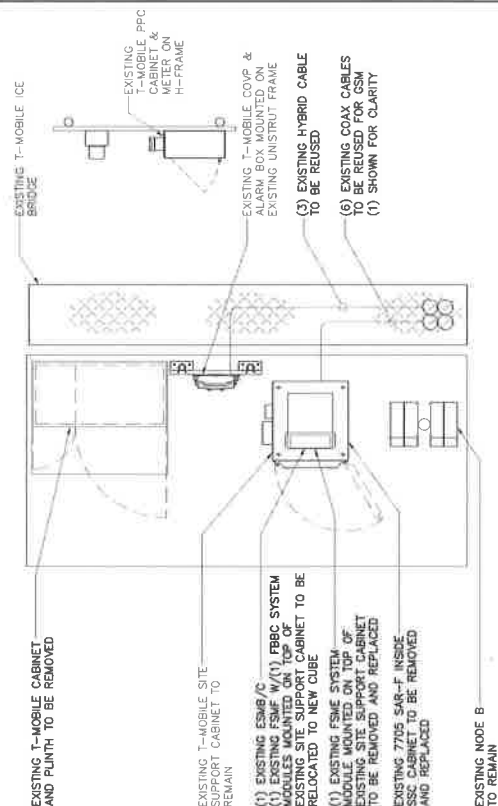
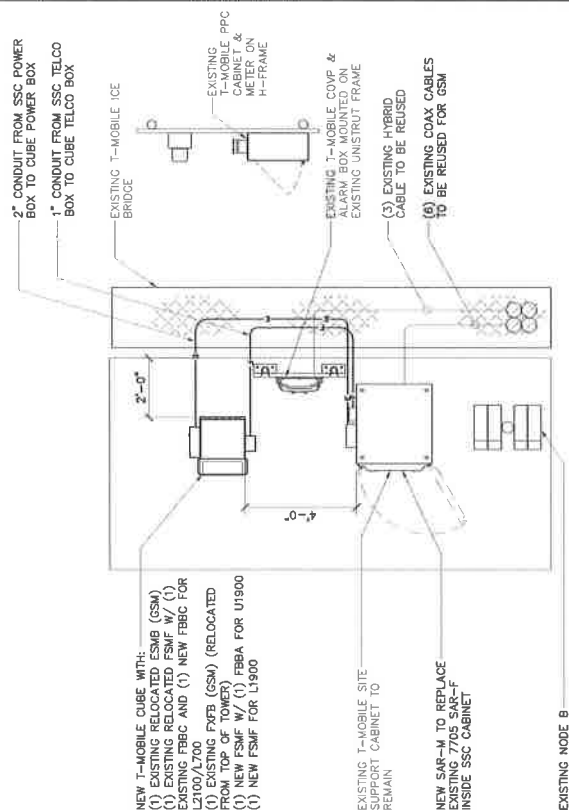
Site CH45434A/84997

EXHIBIT 2

Antenna Facility Plans and Specifications

[illegible]

- NOTES:
1. INSTALL (1) 10A DC BREAKER FOR NEW FSMF LITE PCS
 2. INSTALL (1) 83A DC BREAKER FOR NEW FSMF LITE AWS+700
 3. INSTALL (1) 83A DC BREAKER FOR NEW FSMF UMITS PCS
(REPLACEMENT OF EXISTING 10A DC BREAKER)
 4. INSTALL (1) 83A DC BREAKER FOR EXISTING ESMB GSM
(REPLACEMENT OF EXISTING 10A DC BREAKER)



T-Mobile
stick together

8550 BRYN MAWR, SUITE 100
CHICAGO, ILLINOIS 60631



15660 MIDWEST RD. STE. 140
OAKBROOK TERRACE, IL 60161

FULLERTON
TRAINING DESIGN

100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
COA# 3620-11
www.FullertonEngineering.com

DATE	DESCRIPTION	INT.
3/21/17	90% REVIEW	KC
3/24/17	FINAL	WV

HEREBY CERTIFY THAT THESE DRAWING
WERE PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND CONTROL, AND
TO THE BEST OF MY KNOWLEDGE AND
BELIEF COMPLY WITH THE REQUIREMENTS
OF ALL APPLICABLE CODES.

DOWNERS GROVE
WTCH45434A
SITE NO:

SITE ADDRESS
18 DOWNERS DRIVE
PETERS GROVE II 60515

SHEET NAME

EQUIPMENT PLAN

SHEET NUMBER

C-2

PROJECT# 2017 0084 0012

SCALE: 1/4" = 1'-0"	2
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FINAL EQUIPMENT PLAN

SCALE: 1/4" = 1'-0"

EXISTING EQUIPMENT PLAN

LOC.	AZI. (DEG)	ANT. H (FT)	TECH.	ANTENNA MODEL #	MCH -TILT (DEG)	ELEC -TILT (DEG)	RRIU TYPE	TMA QTY. AND MODEL #	HCS CABLE DIA. (IN) AND TYPE	ACTUAL LENGTH (FT)	COAX CABLE DIA. AND QTY	JUMPER CABLE DIA. AND QTY
ALPHA A1	0	80	LTE/UMTS PCS	(E) TMBXX-6517-A2M	1/4	(OEG)	(N) FPHB	-	(E) 1.584" (HIGH CAP)	175	N/A	N/A
ALPHA A2	0	80	LTE 700/GSM PCS	(N) SBNH-D6SC	2	2/0	(N) FRBG	-	SHARED	N/A	(2) (E) 1-5/8"	
ALPHA A3	0	80	LTE AWS	(E) TMBXX-6517-A2M	(E)	2/2	(E) FRGC	-	SHARED	-	N/A	
BETA B1	120	80	LTE/UMTS PCS	(E) TMBXX-6517-A2M	(E)	0/0	(N) FPHB	-	(E) 1.24" (LOW CAP)	300	N/A	
BETA B2	120	80	LTE 700/GSM PCS	(N) SBNH-D6SC	2	1/0	(N) FRBG	-	SHARED	N/A	(2) (E) 1-5/8"	
BETA B3	120	80	LTE AWS	(E) TMBXX-6517-A2M	(E)	1/1	(E) FRGC	-	SHARED	-	N/A	
GAMMA C1	240	80	LTE/UMTS PCS	(E) TMBXX-6517-A2M	(E)	3/3	(N) FPHB	-	(E) 1.24" (LOW CAP)	100	N/A	
GAMMA C2	240	80	LTE 700/GSM PCS	(N) SBNH-D6SC	2	3/1	(N) FRBG	-	SHARED	N/A	(2) (E) 1-5/8"	
GAMMA C3	240	80	LTE AWS	(E) TMBXX-6517-A2M	(E)	3/3	(E) FRGC	-	SHARED	-	N/A	

SCALE: N.T.S. 1

Coax Color Coding

☐ Antennas will be labeled (back of antenna view) Right to left 1 - X ports

☐ Coax/Jumper lines will be identified by sector color and by number of bands around the coax/jumper

Example – Coax with four bands of RED tape will represent Alpha sector, and the 4th port of antenna.

Antenna and Cable Schedule

#	DATE	DESCRIPTION	UNIT
A	3/23/17	90% REVIEW	RC
O	3/24/17	FINAL	RY

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS.

DANIEL W. SMITH
LICENSED PROFESSIONAL ENGINEER
STATE OF ILLINOIS
#02-066258

1000 E WOODFIELD ROAD, SUITE 500
SCHAMBERG, ILLINOIS 60173
TEL: 847-938-8400
www.fullertonengineering.com

PLAN VIEW SIDE VIEW FRONT VIEW

COMMSCOPE – SBNH-1D65C
ANDREW DUTLAND ANTENNA
FREQUENCY RANGE
698–806 MHz
806–860 MHz
1710–1880 MHz
1850–1950 MHz
1920–2200 MHz
2300–2380 MHz
MAX WEIGHT
12.3 Lbs
TOTAL WEIGHT
61.9 Lbs

ANTENNA DETAIL SCALE: N.T.S. 5

CABLE TIE
WRAPS OF INSULATION TAPE (OVERLAPPING 50%)
STRETCH WRAPPED WRAPS OF SELF AMALGAMATING TAPE (STRETCH 30% OVERLAPPING 50%)
JUMPERS TO BE TORQUED TO 221.27 IN./LBS

RF JUMPER CONNECTION DETAIL SCALE: N.T.S. 3

NEW TOWER STANDOFF KIT
SITE PRO PART #STK3
BC124
NEW COAX BLOCK MOUNTING HARDWARE SITE PRO PART #H50
NEW COAX BLOCK—SITE PRO PART #CXB158
3" STD. (3-1/2" O.D.) PLATFORM SUPPORT ARM

RF JUMPER MOUNTING DETAIL SCALE: N.T.S. 4

COMMSCOPE-ETW190VS12UB
TOWER MOUNTED TWIN AMPLIFIER
MANUFACTURER: COMMSCOPE-ANDREW
MODEL # ETW190VS12UB
DIMENSIONS (WxDxH): 6.7' x 3.7' x 10.2'
WEIGHT: 14.6 lbs

PLAN VIEW FRONT VIEW SIDE VIEW

FHFB SPEC SCALE: N.T.S. 7

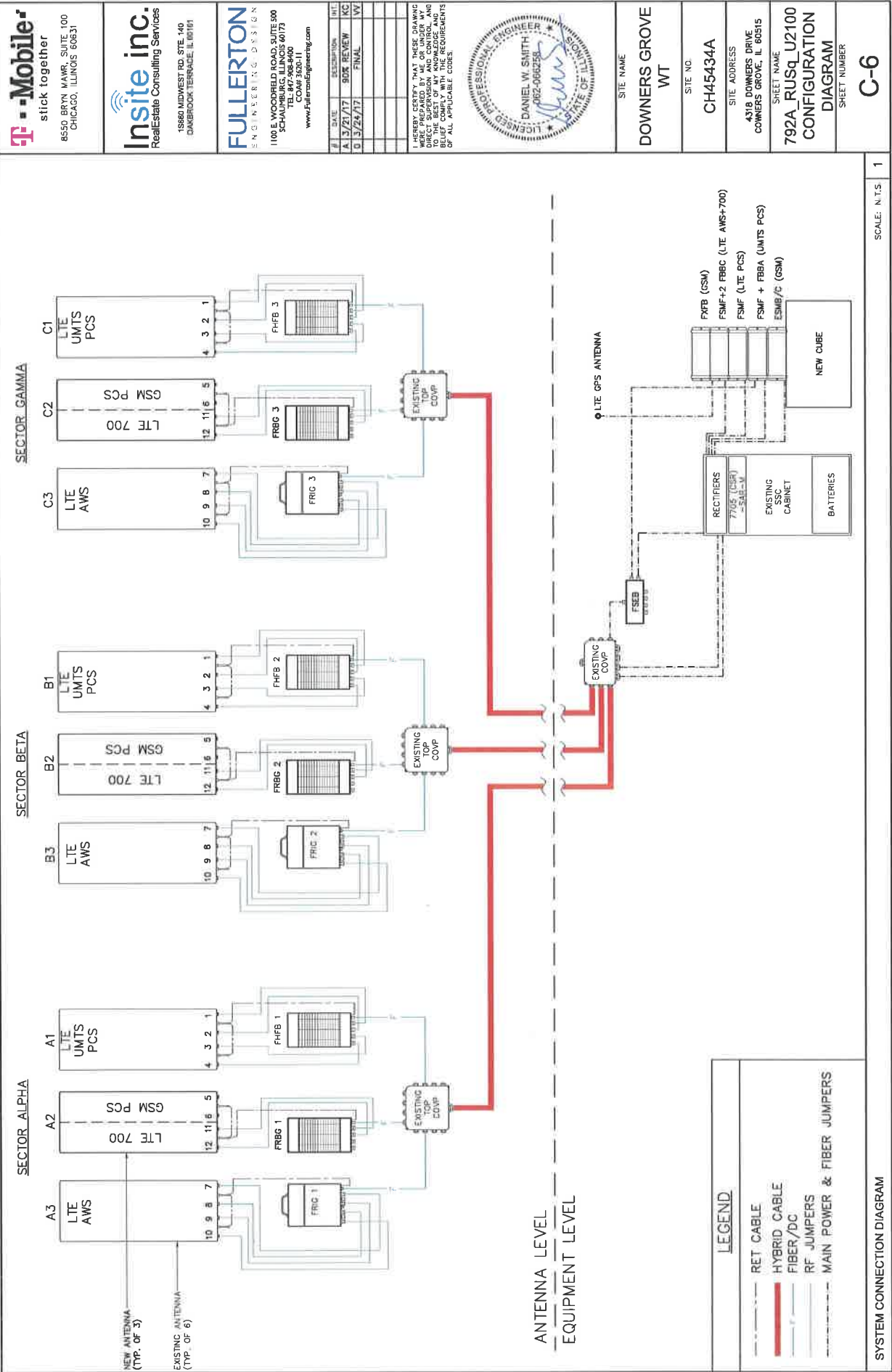
FSMF MODULE SPEC SCALE: N.T.S. 6

TMA SPEC

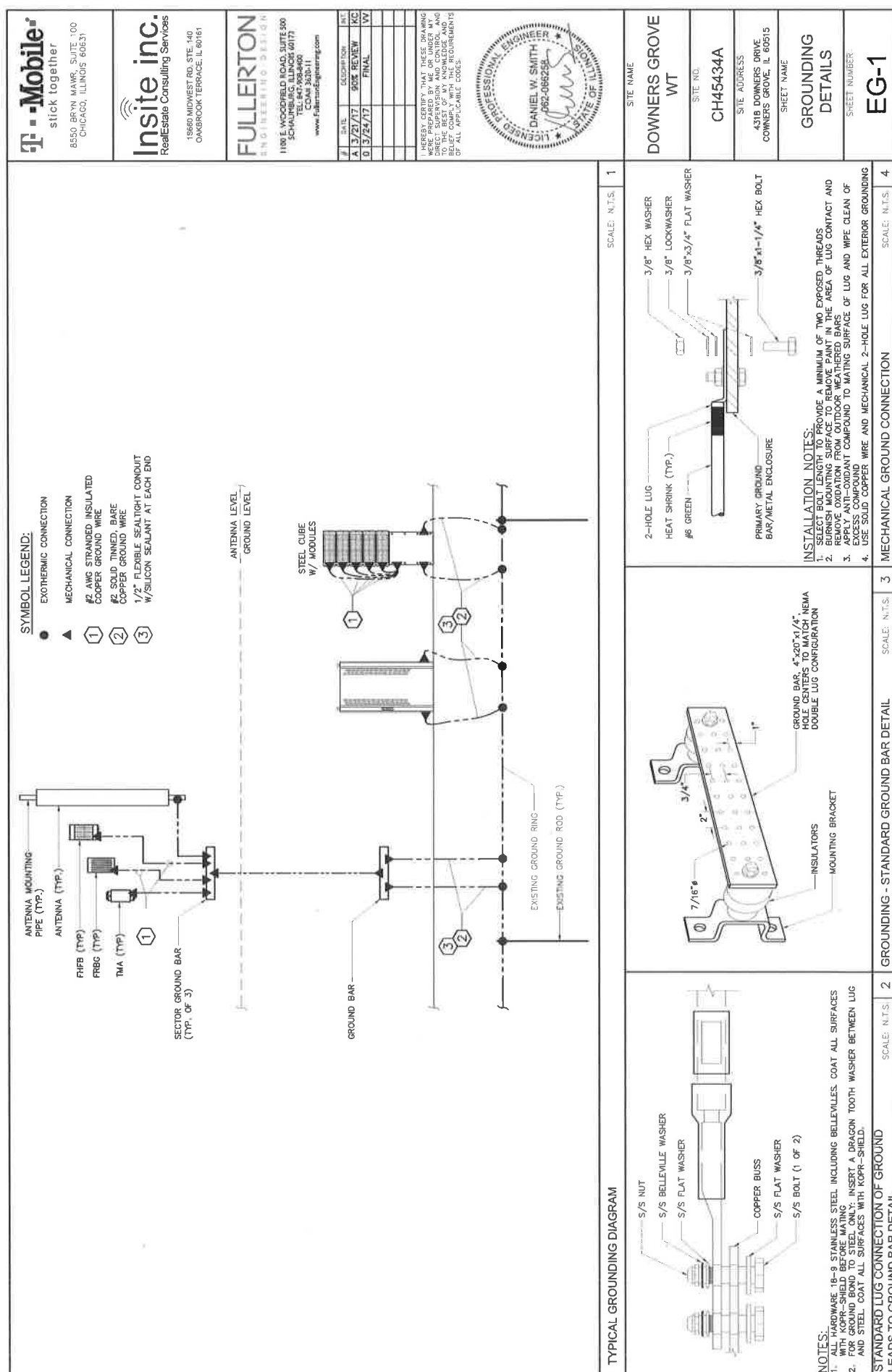
COLOR CODING

DOWNERS GROVE WT
SHEET NO CH45434A
SITE ADDRESS 4318 DOWNERS DRIVE DOWNERS GROVE, IL 60515
SHEET NAME EQUIPMENT DETAILS AND SPECIFICATIONS
SHEET NUMBER C-5

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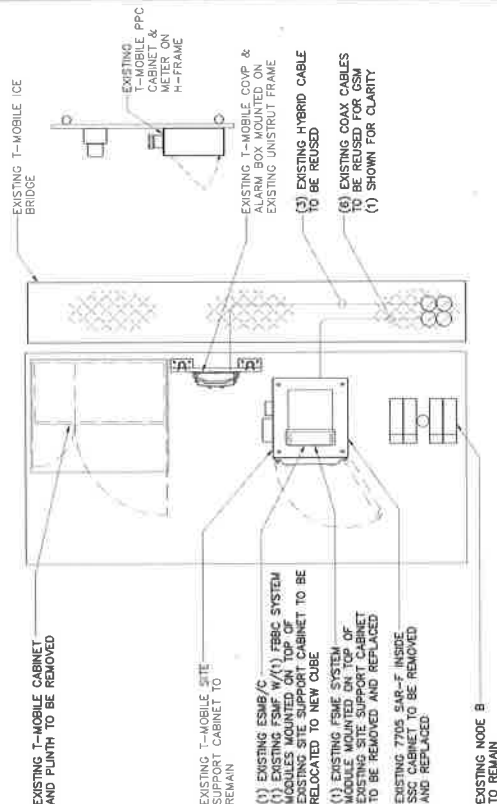
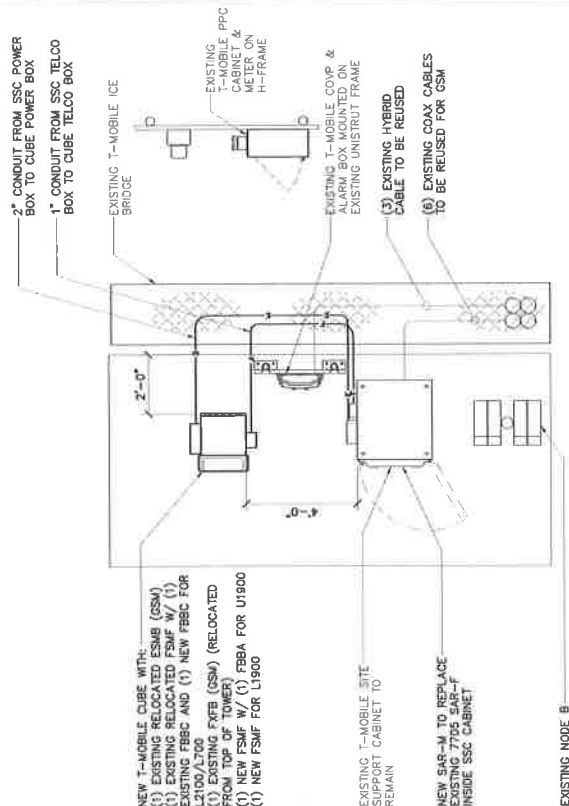
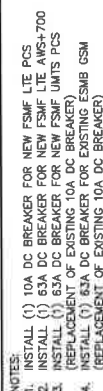


PROJECT# 2017.0084.0012



Site CH45434A/84997

EXHIBIT 3

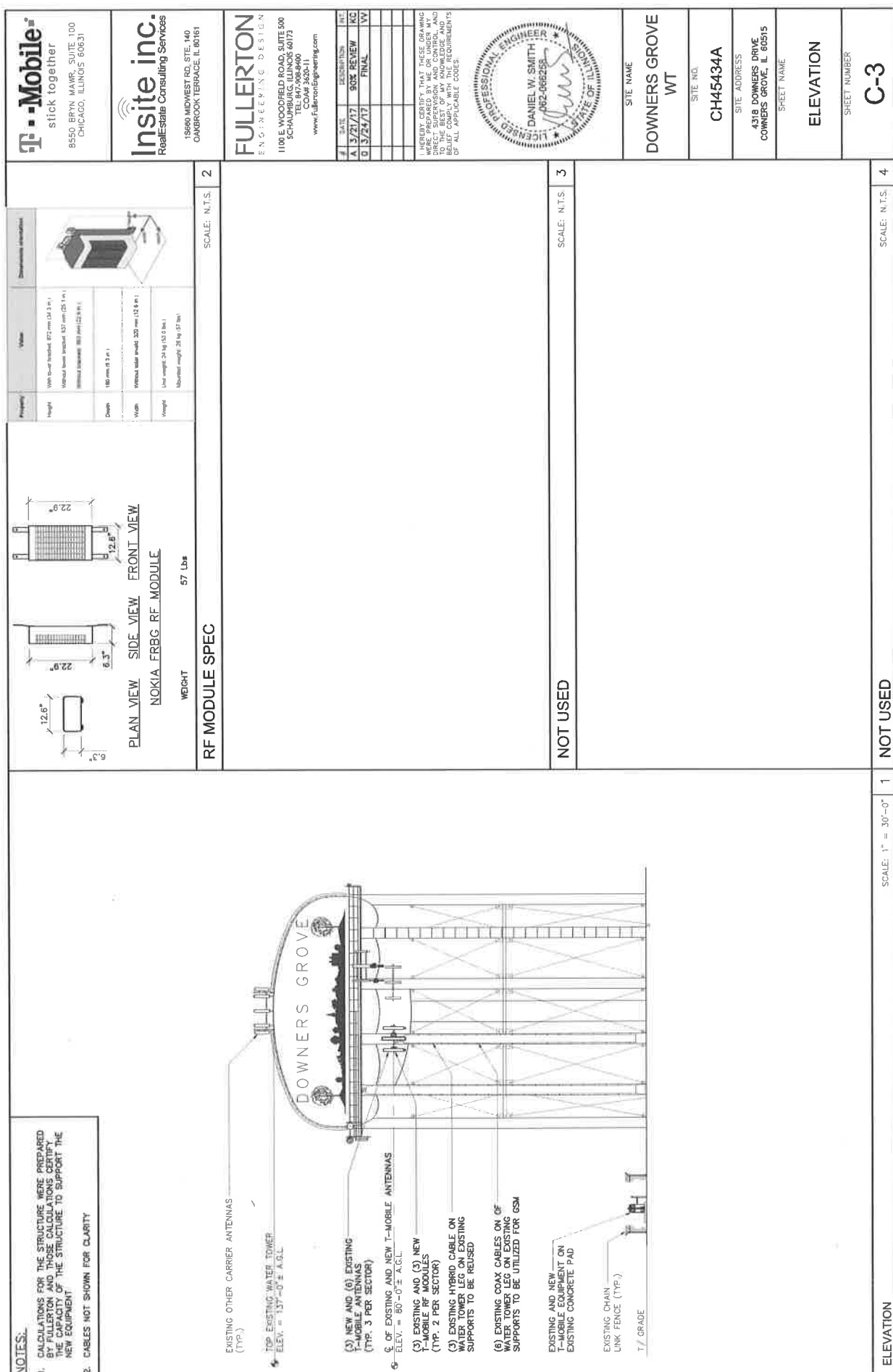


FINAL EQUIPMENT PLAN

SCALE: 1/4" = 1'-0"	1
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EXISTING EQUIPMENT PLAN

SCALE: 1/4" = 1'-0"



DATE	DESCRIPTION	INT.
3/21/17	90% REVIEW	KC
3/24/17	FINAL	W

HEREBY CERTIFY THAT THESE DRAWING
WERE PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND CONTROL, AND
TO THE BEST OF MY KNOWLEDGE AND
BELIEF COMPLY WITH THE REQUIREMENTS
OF ALL APPLICABLE CODES.



SITE NAME
DOWNERS GROVE
WT

CH45434A
SITE NO.

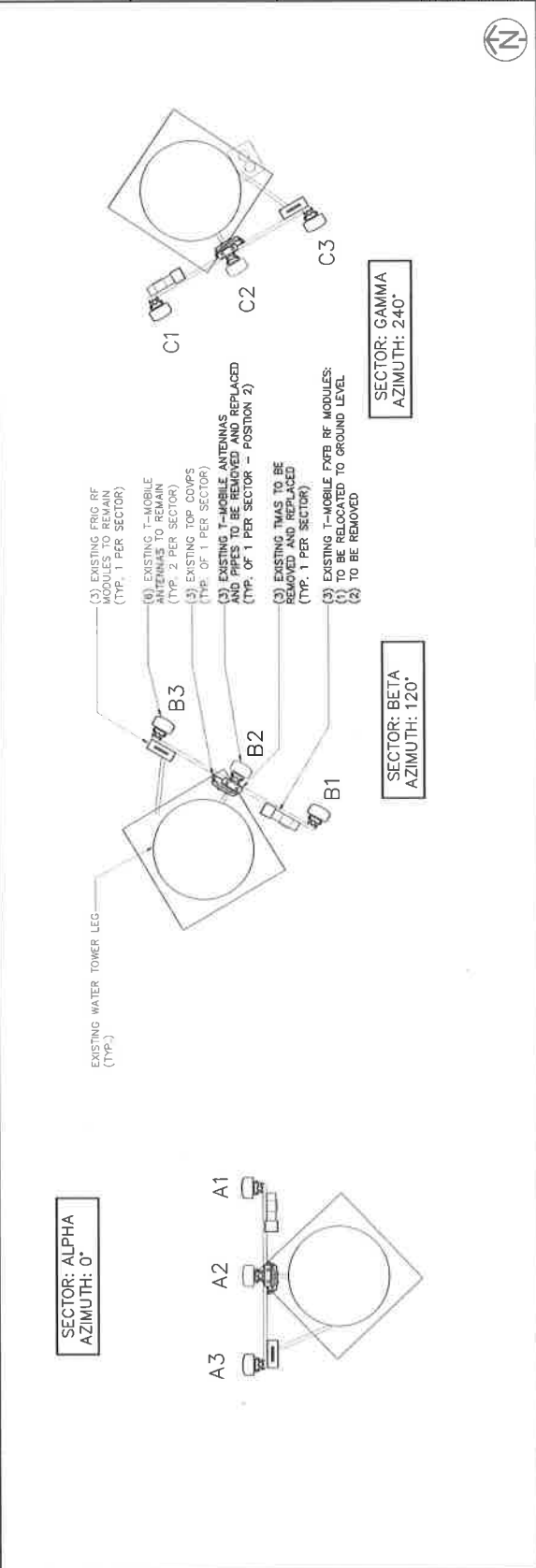
SITE ADDRESS
4318 DOWNERS DRIVE
COWNERS GROVE, IL 60515

SHEET NAME

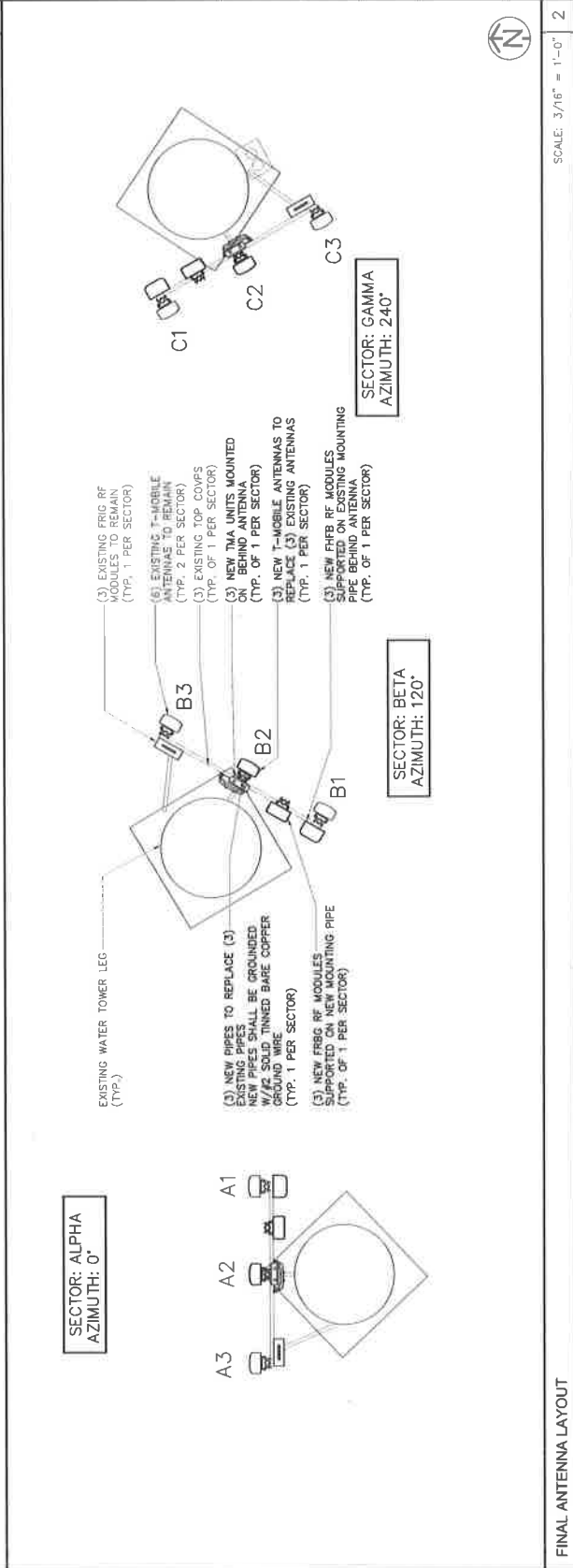
SHEET NUMBER

C-4

PROJECT# 2017 0084 0012



EXISTING ANTENNA LAYOUT



FINAL ANTENNA LAYOUT