

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting

3/15/2022

SUBJECT:	SUBMITTED BY:
AT&T Cellular Antenna License Agreements	Enza Petrarca Village Attorney

SYNOPSIS

Resolutions have been prepared authorizing execution of a second amendment to license agreement between the Village of Downers Grove and New Cingular Wireless, PCS, LLC (f/k/a AT&T Wireless) to install, maintain and operate antenna equipment on the water tower at 801 Burlington and a third amendment to license agreement for the water tower at 4414 Downers Drive.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Steward of Financial, Environmental and Neighborhood Sustainability*.

FISCAL IMPACT

Approval of the proposed agreement would result in the Village collecting \$5,500 for the 801 Burlington site and \$5,150 for the 4414 Downers Drive site in monthly license fees with a 4% increase each year thereafter.

RECOMMENDATION

Approval on the March 15, 2022 consent agenda.

BACKGROUND

New Cingular Wireless PCS, LLC f/k/a AT&T is a provider of digital communications in the Chicagoland area. Representatives contacted the Village concerning its desire to renew its license agreement with the Village and continue their operation of antenna on the Village's water towers located at 801 Burlington Avenue and 4414 Downers Drive. They have had a license agreement with the Village on the 801 Burlington site since August 1, 1988 and a license agreement on the 4414 Downers Drive site since January 1, 2002. There will be no changes to the equipment or cabinets that currently exist on the property.

The proposed license agreements will commence upon execution. Approval of the proposed agreements would result in the Village collecting \$5,500 (801 Burlington site) and \$5,510 (4414 Downers Drive site) in monthly license fees, with a 4% increase each year thereafter. The agreements shall run for five, 5-year terms ending on December 31, 2046.

ATTACHMENTS

Resolutions
 Agreements

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A
SECOND AMENDMENT TO LICENSE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND NEW CINGULAR WIRELESS PCS, LLC
(801 BURLINGTON AVENUE)**

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 Second Amendment ("Agreement"), between the Village of Downers Grove ("Village") and New Cingular Wireless PCS, LLC f/k/a AT&T ("Licensee") for the maintenance and operation of antenna equipment on Village property located at 801 Burlington Avenue, 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

Market: IL / WI
Cell Site Number: IL1450
Cell Site Name: Downers Grove Public Works
Fixed Asset Number: 10095652

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT ("Second Amendment"), dated as of the latter 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, IL 60515 (hereinafter referred to as "Village"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "Licensee").

WHEREAS, Village and Licensee's predecessor in interest, AT&T Wireless PCS, Inc., entered into a License Agreement dated July 17, 1998, as amended by First Amendment and Restatement to License Agreement dated April 19, 2012, (hereinafter, collectively, the "Agreement"), whereby Village leased to Licensee certain premises ("Licensed Premises"), therein described, that are a portion of the property ("Property") located at 801 Burlington Avenue, Downers Grove, IL in order to install communication equipment (hereinafter collectively referred to as the "Antenna") on the Tower (the "Tower Space") and certain related equipment on the ground (the "Ground Space"); and

WHEREAS, Village and Licensee, in their mutual interest, wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Village and Licensee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. Exhibit 1, Exhibit 2 and Exhibit 3 attached to the Agreement, are hereby stricken and replaced by Exhibit 1, Exhibit 2 and Exhibit 3 attached hereto. Section 1. "Contract Documents" of the Agreement is stricken and replaced with the following:

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, 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 Licensee's Improvements.
 - b. Exhibit 2 - Plans and specifications (or upgrades thereto), as amended from time to time and approved by the Village, for the Building housing Licensee's ground based communications equipment and any cables, utility lines or equipment cabinets to be installed on the Licensed Premises (collectively with the Antenna, the "Licensee's Improvements").

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c. Exhibit 3 - Plans and specifications (or upgrades thereto), as amended from time to time and approved by the Village, for the Antenna installed on the Tower Space and any cables or utility lines installed on the Licensed Premises for any sublicensee.

2. Section 4.e of the Agreement is hereby deleted in its entirety and replaced with the following:

Licensee shall be entitled to access the Licensed Premises 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. Except in emergency situations, Licensee may be required to pay the Village for costs incurred for Tower access after-hours.

3. Section 6. "Term" of the Agreement is amended to extend the term of the Agreement as follows:

6. TERM:

The Agreement shall renew for five additional Extension Terms of five (5) years each beginning January 1, 2022 (the "Commencement Date"); January 1, 2027; January 1, 2032; January 1, 2037; and January 1, 2042, respectively. Each Extension Term shall automatically commence unless either party provides written notice to the other party of its election not to renew the Agreement at least one hundred and eighty (180) days prior to the expiration of the current term. If all extension terms occur, the final date of the Agreement shall be December 31, 2046.

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 Second Amendment.

4. Section 10. "Compensation" of the Agreement is hereby amended in accordance with the following:

10. COMPENSATION:

Notwithstanding anything in the Agreement to the contrary, commencing on the Commencement Date, the license fee paid by Licensee to the Village shall be \$5,500.00 per month each month. Thereafter, effective on the first day of January in each subsequent year during the term of the 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 license 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. In the event of any overpayment of the license fee, prior to or after the Commencement Date, Tenant shall have the right to deduct from any future license fee payments an amount equal to the overpayment amount.

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5. Section 7. "Termination" of the Agreement is amended as follows:

By deleting Section 7.a. in its entirety and replacing it with the following:

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 Licensee's Improvements, 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 license fee amount.

By adding the following sentence to the end of Section 7.b.:

Notwithstanding the preceding, if any default cannot be cured within thirty (30) days and the defaulting party has diligently commenced to cure such default within the 30-day period 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.

6. Section 8. "Tower" of the Agreement is stricken in its entirety and replaced with the following:

8. TOWER REPAIR/MAINTENANCE:

Upon receiving ninety (90) 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 remove, relocate, change or alter the position of Licensee's Improvements. 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, Licensee shall remove those Licensee Improvements requested by the Village from the Licensed Premises before expiration of the 90-day notice period and shall not reinstall the Licensee Improvements 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 the Antenna on a temporary telephone pole or bring a cell on wheels outside the shrouded area of the Tower in a location approved by the Village. 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 Licensee Improvements as a result of the refurbishment and/or painting. The Village shall remain entitled to receive payment of the license fee as provided in Section 10. COMPENSATION.

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7. Section 12. "Insurance" of the Agreement is amended by deleting it in its entirety and replacing it with the following:

12. INSURANCE:

At all times while this Agreement remains in effect, and in support of the indemnification provided in the foregoing Paragraph 13, the Licensee shall, at its own cost and expense, maintain a program of third party liability insurance and/or self-insurance and include the Village, its officers, employees and agents as additional insureds by endorsement with respect to this Agreement from liability for bodily injury, death, and property damage caused, in whole or in part, by the activities of the Licensee under this Agreement.

a. During the Term of the Agreement. Licensee shall carry, and maintain in effect during the entire term of this Agreement (i) worker's compensation insurance as required by law and which insures Licensee against worker's compensation claims arising out of Licensee's activities on the Tower; (ii) fire and casualty insurance or self-insurance covering Licensee's Improvements in an amount of one hundred percent (100%) of their actual replacement cost Licensee self-insures this risk; and (iii) commercial general liability insurance per ISO form CG 00 01 or its equivalent, including broad form property damage insurance for bodily injuries and property damage. Such General Liability Insurance shall include coverage for contractual liability, 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 by endorsement as respects the Agreement. 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 contractors and subcontractors 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. Licensee self-insures this risk.

c. Policies. The policy or policies of insurance required by subparagraphs (a) and (b) shall be underwritten by a company or companies eligible to do business in the State of Illinois, with an A.M. Best rating of at least A-VII. A certificate of insurance or Licensee's form of self-insurance shall be delivered to the Village prior to the Commencement Date of this Agreement. Licensee or, where applicable, Licensee's contractors shall furnish the Village with a written notice of any cancellation, or non-renewal of any required coverage that is not replaced.

d. Self-Insurance. Licensee may self-insure any of the required insurance under the same terms as required by this Agreement, provided that if Licensee elects to self-insure any

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coverage required herein, then the following provisions shall apply: (i) Licensee or its parent company shall have and continuously maintain a tangible net worth of at least One Hundred Million Dollars (\$100,000,000) as evidenced by Licensee's or its parent company's most recent annual report; (ii) Licensee shall continuously maintain appropriate loss reserves for the amount of its self-insurance obligations under this section, which reserves are annually approved by Ernst & Young, or any successor auditing company; (iii) Licensee shall undertake the defense of any self-insured claim for which a defense and/or coverage would have been available from the insurance company, including a defense of the Village, at Licensee's sole cost and expense, with counsel selected by Licensee and reasonably acceptable to the Village; (iv) Licensee shall use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for Licensee's election to self-insure; (v) Licensee shall pay any and all amounts due in lieu of insurance proceeds which would have been payable if Licensee had carried the insurance policies, which amounts shall be treated as insurance proceeds for all purposes under this Agreement; and (vi) all amounts which Licensee pays or is required to pay and all loss or damages resulting from risks for which Licensee has elected to self-insure shall not limit Licensee's indemnification obligations set forth in this Agreement.

8. Section 16. "Notices" of the Agreement is amended to indicate the current addresses of each party:

16. NOTICES:

Unless otherwise specified herein, all notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

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:

New Cingular Wireless PCS, LLC
Re: Cell Site #: IL1450
Cell Site Name: Downers Grove Public Works; Fixed Asset No.: 10095652

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Attn.: Tower Asset Group - Lease Administration
 1025 Lenox Park Blvd. NE, 3rd Floor
 Atlanta, GA 30319

With a required copy of the notice sent to the address above to AT&T Legal at:
 New Cingular Wireless PCS, LLC
 Attn.: Legal Dept – Network Operations
 Re: Cell Site #: IL1450
 Cell Site Name: Downers Grove Public Works; Fixed Asset No.: 10095652
 208 S. Akard Street
 Dallas, TX 75202

9. The Agreement is amended by adding a new Section 18. “Utilities” as follows:

18. UTILITIES:

Licensee shall be responsible for obtaining adequate utilities for operation of Licensee’s Improvements, including electricity from any source available on the Property as long as the electricity for Licensee's Improvements are separately metered. Any utilities to be installed must be underground and at a location approved by the Village. 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.

10. The Agreement is amended by adding a new Section 19 “Liens” as follows:

19. 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 ensure the removal of the same following the resolution of any dispute between Licensee and the lienholder, within sixty (60) days after such notice. Nothing in this provision shall restrict Licensee from granting a security interest in all or any part of Licensee's Improvements and to file of record UCC financing statements and/or fixture filings to perfect the same.

11. The Agreement is amended by adding a new Section 20 “Hazardous Substances” as follows:

20. HAZARDOUS SUBSTANCES:

The Village represents and warrants that it has no knowledge of any hazardous substance

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existing on the Property in violation of any applicable federal, State or local law, regulation or ordinance, and 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. 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, including all 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.

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 and any damage, loss, or expense or liability resulting from such release, including attorney's fees and consultant fees, costs and penalties, incurred as a result thereof, which was caused by Licensee or any of its employees or agents.

"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.

12. The Agreement is amended by adding a new Section 21 "Relocation" as follows:

21. RELOCATION:

- a. During the term of this License Agreement the Village shall have the absolute right to redevelop the site whereupon the Tower is located which may result in the destruction and/or relocation of the Tower. If the Tower is not replaced the Village shall have the right to terminate this Agreement upon a ninety (90) day written notice. If the Tower is relocated or replaced with a similar structure ("New Premises"), the Village shall have the right to require Licensee to relocate Licensee's Improvements to the New Premises at Licensee's sole cost and expense, subject to the following terms and conditions:
 - i. The Village shall not exercise its relocation option unless the Village intends to replace the Tower;
 - ii. The New Premises is similar to Licensee's existing location and is fully compatible for Licensee's use, in Licensee's sole and absolute discretion;
 - iii. The Village shall give Licensee at least two hundred seventy (270) days prior notice of the date the Village shall require Licensee to relocate Licensee's Improvements;
 - iv. The Village's relocation notice shall include a description of the proposed location and configuration of the New Premises; and

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- v. Licensee's use at the existing Licensed Premises shall not be interrupted or diminished during the relocation, and Licensee is allowed, if necessary, in Licensee's reasonable determination, subject to the Village's consent, which shall not be unreasonably withheld, to place a temporary installation on the Property during any such relocation at Licensee's sole cost and expense.
 - b. If Licensee accepts the Village's relocation notice, then prior to or promptly after the date which is two hundred seventy (270) days after the date of the Village's notice, Licensee shall relocate Licensee's Improvements to the New Premises, at its sole cost and expense. Following Licensee's relocation of Licensee's Improvements to the New Premises, the Village and Licensee shall promptly execute an amendment to this Agreement reciting the relocation of Licensee's Improvements and any other changes to this Agreement related thereto.
 - c. If Licensee determines in its sole and absolute discretion that the New Premises is not similar to the existing Licensed Premises, or that the New Premises is not fully-compatible for Licensee's use, then Licensee shall deliver notice thereof to the Village ("Termination Notice"), such Termination Notice to be delivered within two hundred seventy (270) days after Licensee's receipt of the Village's relocation notice. If Licensee delivers a Termination Notice, the term of this Agreement shall end on the date which is two hundred seventy (270) days after the Village's relocation notice, and from and after such date, the Village and Licensee shall have no further obligation or liability under this Agreement except those that expressly survive termination.
13. The Agreement is amended by adding a new Section 22. "Expansion of Permitted Use" as follows:

22. EXPANSION OF PERMITTED USE:

Licensee, its personnel, invitees, contractors, agents, sublessees, or its authorized sublessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and, with prior written notice to the Village, to modify, supplement, replace, upgrade, expand in existing space, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of this Lease for any reason, so long as these changes do not exceed the structural capacity of the Tower at this height, or at Licensee's sole expense upgrade the structural capacity, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. The Village shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If the Village does not comply with the terms of this section, in addition to any other rights it may have at law, Licensee may terminate this Lease and shall have no further liability to the Village. If the Village does not comply with the terms of this section, Licensee will have the right to exercise any and all rights available to it under law and equity, including the right to cure the Village's default and to deduct the costs of such cure from any monies due to the Village from Licensee.

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.

15. The Agreement is amended by adding a new Section 24. "Governing Law" as follows:

24. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Illinois.

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

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the _____ day of _____, ~~2021~~ 2022.

LICENSEE:
NEW CINGULAR WIRELESS PCS,
LLC

LICENSOR:
VILLAGE OF DOWNERS GROVE

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: Allean Smith

Print Name: _____

Print Name: Allean Smith

Title: Village Manager

Its: Senior-Tech Vendor Management

Date: _____

Date: 02/24/2022

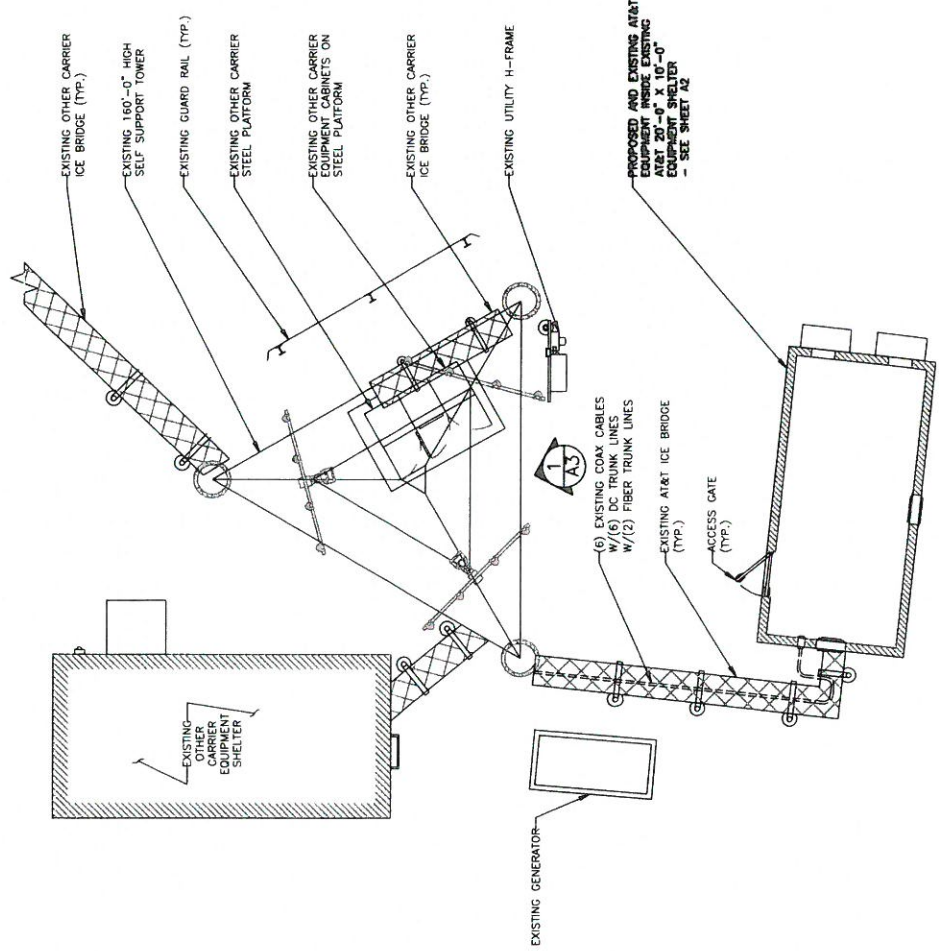
ATTEST:

Village Clerk

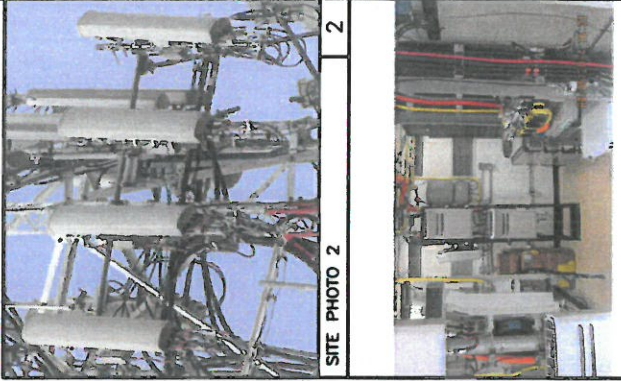
Market: IL / WI
Cell Site Number: IL1450
Cell Site Name: Downers Grove Public Works
Fixed Asset Number: 10095652

Exhibit 1

AVX LTE 5G SWAP AREA 4.21.20



LATITUDE: 41° 47' 42.61" N
 LONGITUDE: 88° 00' 14.23" W



<p>AT&T 100 INTERNATIONAL PARKWAY SCHUMBERG, IL 60155</p>		<p>SBC WIRELESS</p>		<p>SBC WIRELESS</p>		<p>5G NR RRU SWAP 10095652 DOWNERS GROVE PUBLIC WORKS 801 BURLINGTON AVE DOWNERS GROVE, IL 60515</p>		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>06/29/18</td> <td>FOR CONSTRUCTION</td> </tr> <tr> <td>A</td> <td>08/24/18</td> <td>SHED FOR RENEW</td> </tr> </tbody> </table> <p>NOT FOR CONSTRUCTION UNLESS LABELED AS SUCH FOR CONSTRUCTION</p>		NO.	DATE	DESCRIPTION	0	06/29/18	FOR CONSTRUCTION	A	08/24/18	SHED FOR RENEW	<p>NESTOR POPOWYCH #001-07638</p>		<p>COMPOUND PLAN</p>		<p>3 SITE PHOTO 1</p>		<p>1</p>	
NO.	DATE	DESCRIPTION																								
0	06/29/18	FOR CONSTRUCTION																								
A	08/24/18	SHED FOR RENEW																								
				<p>COMPOUND PLAN</p>				<p>2 SITE PHOTO 2</p>																		
				<p>COMPOUND PLAN</p>				<p>1</p>																		

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

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Exhibit 2

AT&T LTE 5G SWAP ASUB 4.21.20

ADK

DYROS
INC. ARCHITECTS

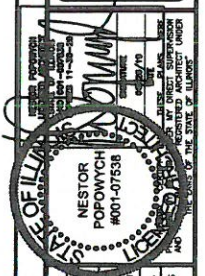


LATITUDE: 41° 47' 42.61" N
LONGITUDE: 88° 00' 14.23" W

SCALE: 1/4" = 1'-0" (HARD)
FOR 1/4" = 1'-0" (TEXT)

SHEET NUMBER
A2

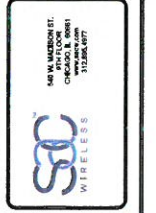
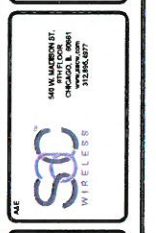
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EQUIPMENT PLAN



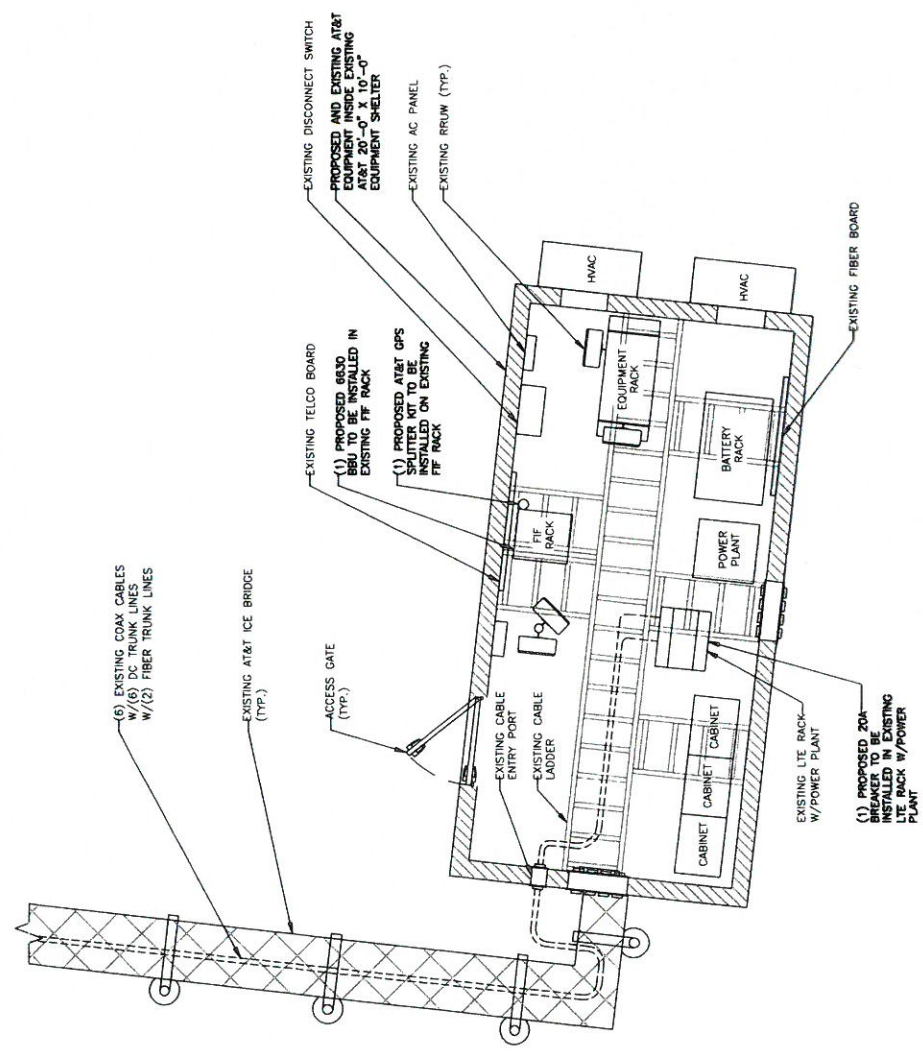
REV	DATE	REVISIONS	DESCRIPTION
0	09/26/19	FOR CONSTRUCTION	
A	09/24/19	ISSUED FOR REVIEW	

NOT FOR CONSTRUCTION UNLESS SPECIFICALLY LABELED AS SUCH FOR CONSTRUCTION

5G NR RRU SWAP
10095652
DOWNERS GROVE PUBLIC WORKS
801 BURLINGTON AVE
DOWNERS GROVE, IL 60515



EQUIPMENT PLAN



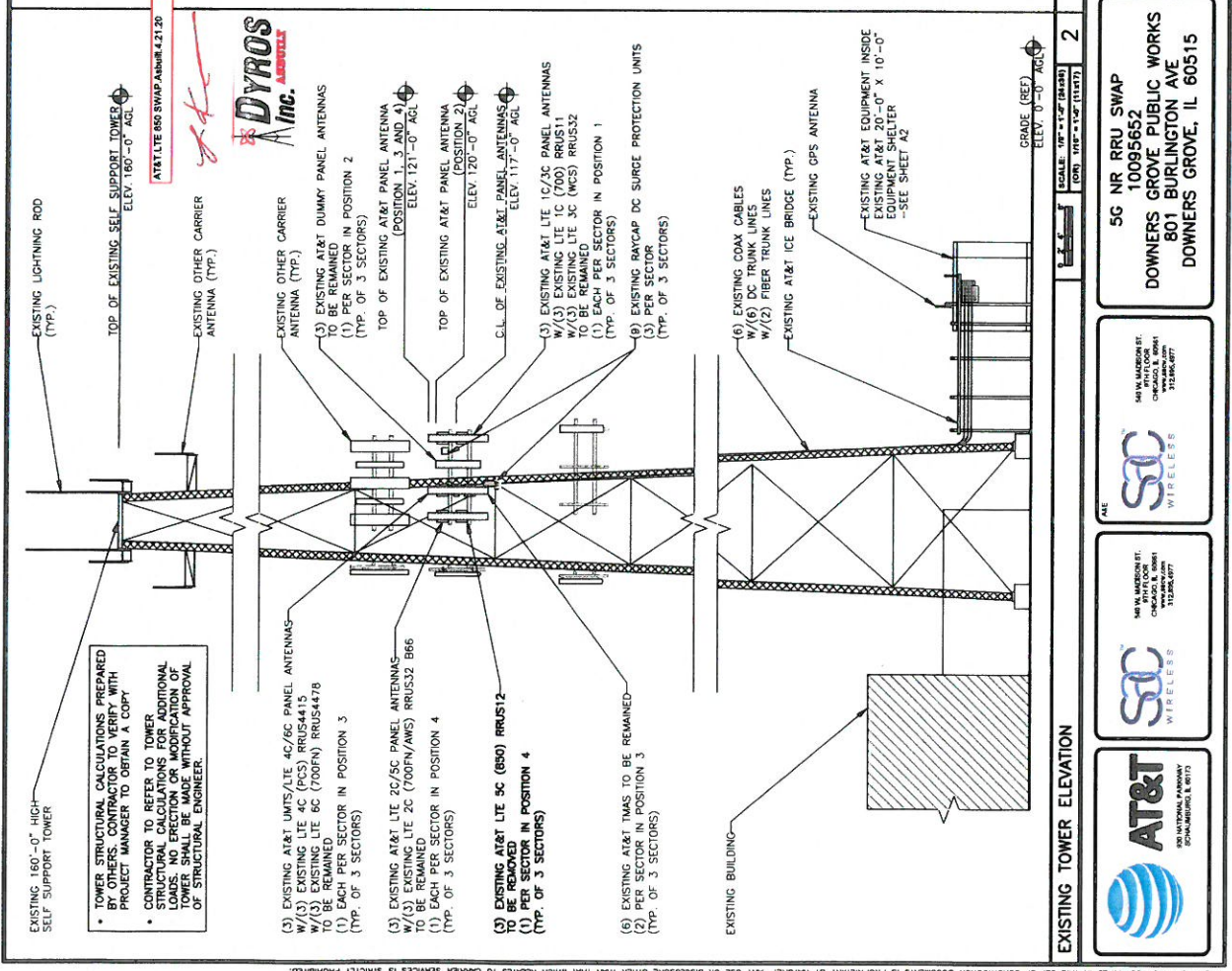
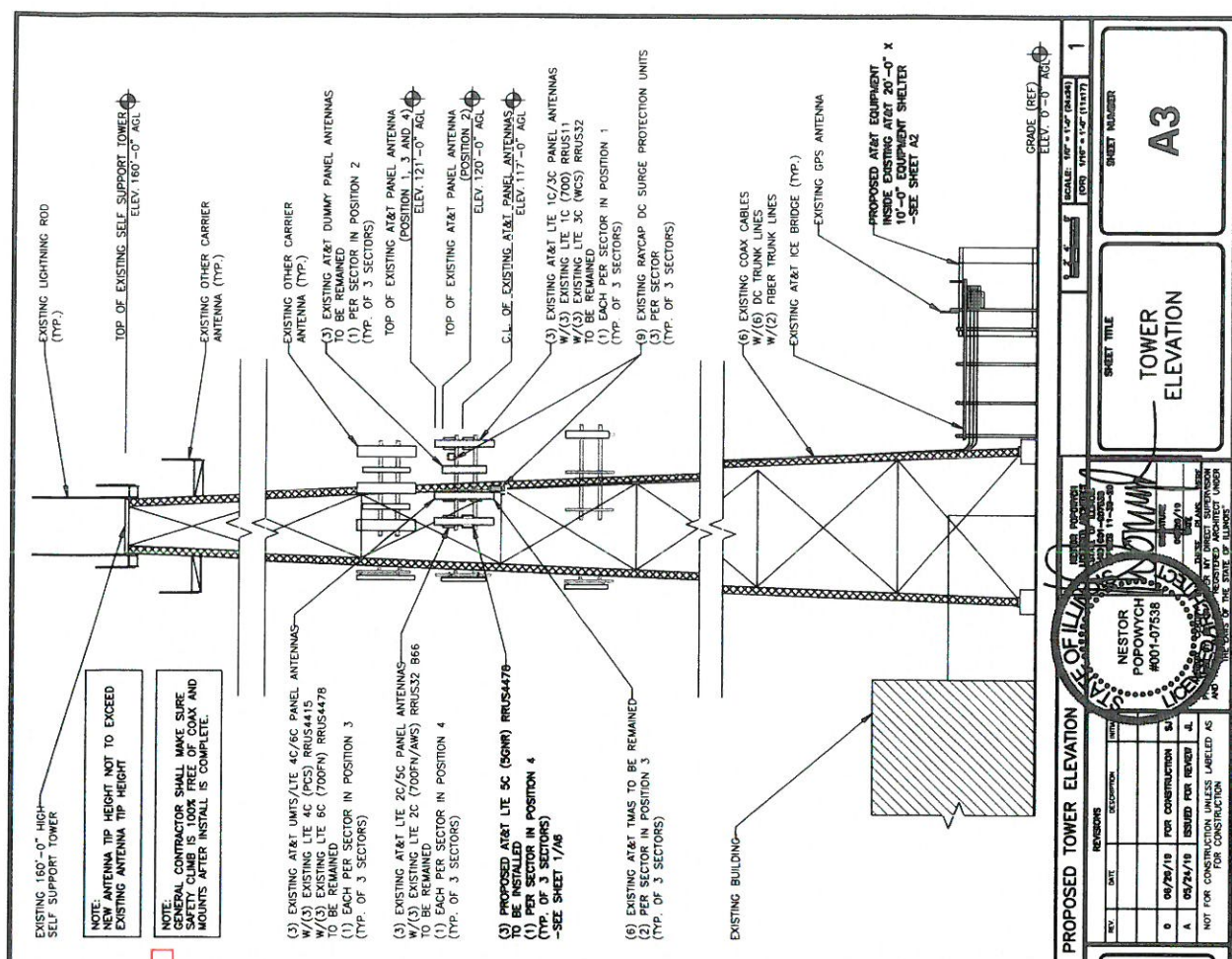
5G NR RRU SWAP GROUND SCOPE:

- REUSE EXISTING BREAKERS IN EXISTING POWER PLANT.
- INSTALL (1) PROPOSED 20A BREAKER IN EXISTING POWER PLANT
- INSTALL (1) PROPOSED 6030 BBU IN EXISTING FIB RACK.
- INSTALL (1) PROPOSED AT&T OPS SPLITTER KIT.

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

Market: IL / WI
Cell Site Number: IL1450
Cell Site Name: Downers Grove Public Works
Fixed Asset Number: 10095652

Exhibit 3



PROPOSED TOWER ELEVATION

SCALE: 1/8" = 1'-0" (TYP.)
 (FOR 1/4" = 1'-0" (TYP.) SEE SHEET A1)

SHEET NUMBER
A3

SHEET TITLE
TOWER ELEVATION

REVISIONS

REV.	DATE	DESCRIPTION
0	06/29/18	FOR CONSTRUCTION
1	06/29/18	ISSUED FOR REVIEW

NOT FOR CONSTRUCTION UNLESS LABELED AS SUCH FOR CONSTRUCTION

SEAL
 NESTOR POPOWYCH
 #001-07538
 LICENSED PROFESSIONAL ENGINEER
 STATE OF ILLINOIS
 LICENSE NO. 111-05456
 EXPIRES 12/31/2020
 REGISTERED PROFESSIONAL ENGINEER
 IN THE STATE OF ILLINOIS

EXISTING TOWER ELEVATION

SCALE: 1/8" = 1'-0" (TYP.)
 (FOR 1/4" = 1'-0" (TYP.) SEE SHEET A1)

5G NR RRU SWAP
10095652
DOWNERS GROVE PUBLIC WORKS
801 BURLINGTON AVE
DOWNERS GROVE, IL 60515

NEW WIRELESS
 SBC WIRELESS

NEW WIRELESS
 SBC WIRELESS

AT&T
 5G NATIONAL PARTNER
 COMMERCIAL & RETAIL

