

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JANUARY 15, 2013 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
License Agreement with China Cat Productions, LLC	✓ Resolution Ordinance Motion Discussion Only	Enza Petrarca Village Attorney

SYNOPSIS

A resolution has been prepared authorizing approval of a license agreement with China Cat Productions, LLC to maintain and operate an antenna on Village Property located at 3801 Highland Avenue.

STRATEGIC PLAN ALIGNMENT

The goals for 2011 to 2018 identified *Steward of Financial and Environmental Sustainability*.

FISCAL IMPACT

The proposed agreement is for one (1) year with four extension terms, which would commence February 1, 2013 or upon issuance of a building permit (whichever is later). Approval of the proposed agreement would result in the Village collecting \$2,000 in monthly license fees with a four percent increase in each year thereafter, terminating on December 31, 2017.

RECOMMENDATION

Approval on the January 15, 2013 consent agenda.

BACKGROUND

China Cat Productions, LLC is a provider of digital communications that is seeking use of the tower for a repeater site along a path that is part of a wireless point to point private network.

The proposed agreement will be for one (1) year with four (4) additional five (5) year extension terms. Beginning on February 1, 2013 or upon issuance of a building permit (whichever is later), the Village shall receive \$2,000 per month, with a four percent increase in fees each year thereafter and terminate on December 31, 2017. After January 1, 2016, the Licensee may request the Village to enter into negotiations to further renew or extend the license agreement.

ATTACHMENTS

- Resolution
- Agreement

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND CHINA CAT PRODUCTIONS, LLC TO INSTALL, MAINTAIN AND OPERATE ANTENNA EQUIPMENT ON VILLAGE PROPERTY LOCATED AT 3801 HIGHLAND 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 License Agreement (“Agreement”), between the between the Village of Downers Grove (“Village”) and China Cat Productions, LLC (“Licensee”) for the maintenance and operation of antenna equipment on Village property located at 3801 Highland 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

**LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS
GROVE AND CHINA CAT PRODUCTIONS, LLC TO INSTALL,
MAINTAIN AND OPERATE ANTENNA EQUIPMENT 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 3801 Highland Avenue, Downers Grove, Illinois, upon which is located upon a Village Water Tower (hereinafter referred to as the "Tower"); and

WHEREAS, China Cat Productions, LLC (hereinafter referred to as the "Licensee") has requested permission to install communications antenna dishes (hereinafter referred to as the "Antenna") on the top of the Tower (the "Tower Space") located at 3801 Highland Avenue and certain related equipment on the ground (the "Ground Space"); and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions, the Village and the 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 Antenna.
- b. Exhibit 2 - Plans and specifications (or upgrades thereto), as amended from time to time and approved by the Village, for the Antenna and any cables or utility lines installed on the Licensed Premises and the equipment cabinets to be installed on the License Premises and used for housing of the related Antenna equipment (collectively the "Licensee Improvements.")
- c. Exhibit 3 - Plans and specifications (or upgrades thereto), as amended from time to time and approved by the Village, for the Antenna and any cables or utility lines installed on the Licensed Premises for any sublicensee.

2. GRANT OF LICENSE: The Village hereby grants to the Licensee the right, permission and authority to install, operate and maintain Licensee's Improvements 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:** The Licensee shall comply with the following specifications:

a. *In general:* 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 shall be installed, attached to the Tower, and maintained in conformance with Exhibit 2 and any applicable State and federal requirements. The Antenna shall be located more than ten (10) feet from any existing antenna equipment and shall not exceed seventy-two (72) inches in height.

4. **CONSTRUCTION, INSTALLATION AND MAINTENANCE:** The Licensee may install, repair, maintain, or replace the Antenna, 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 Antenna. Further, the Licensee shall comply with all applicable laws and regulations of such regulatory authorities including, but not limited to the Federal Communications Commission.

c. All costs connected with the installation, maintenance, repair, use and removal of Licensee's Improvements and any related equipment shall be the responsibility of the Licensee.

d. Licensee shall not take any action or allow any action to be done which may impair the use of or damage the Tower.

e. The Licensee may not interfere with the use by the Village, its officers, agents and employees, of the Tower or the property on which it is located.

f. Licensee shall be entitled to access their equipment Monday through Friday, 7:00am to 3:30pm CST, 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 Operations Center at 630/434-5706 or 630/434-5707.

g. The Licensee shall maintain Licensee's Improvements in good repair, and in a clean and sightly condition.

h. Upon termination of this Agreement by either party, the Licensee shall, within thirty

(30) days and at its expense, remove the Licensee Improvements and restore the Licensed Premises to substantially its original condition, reasonable wear and tear excepted.

i. If Licensee abandons its use of Licensee's Improvements, 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's Improvements and restore the Tower to substantially its original condition. Licensee's Improvements will be presumed abandoned if it is not operated for a period of one month or more. If Licensee's Improvements are not removed within thirty (30) days, the Village may remove Licensee's Improvements and the Licensee shall reimburse the Village for the costs of such removal.

5. **NON-INTERFERENCE WITH VILLAGE OPERATIONS:** Neither this Agreement nor Licensee's Improvements shall interfere or obstruct the functioning of the Village's operations and services. Licensee warrants that Licensee's Improvements shall be constructed, installed, maintained and operated in such a manner as to not interfere 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 Improvements be immediately ceased where it determines that the Antenna or Licensee's Improvements 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 February 1, 2013, or upon the issuance of a building permit, (whichever occurs later), and ending December 31, 2013, and four (4) one-year Extension Terms. The extension terms shall automatically commence on the 1st of each year unless either party provides the Village with written notice of its election not to renew the License at least one hundred and twenty (120) days prior to the expiration of the current term. The final date of the agreement shall be December 31, 2017.

b. After January 1, 2016, 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:**

Upon execution of this agreement, Licensee shall pay to the Village a license fee of \$2,000.00 per month each month of 2013. **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 2%.** 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 site 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 Property, however, if Licensee terminates this Agreement without cause, it shall pay the Village a termination penalty equal to three 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 effect Licensee's use of the property, this Agreement shall be considered terminated.

9. **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 understands that its Antenna shall be removed from the Tower upon notice from the Village and that the Antenna shall not be reinstalled 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 site. The Village shall not be responsible for any costs of removal, relocation, and reinstallation of the Antenna as a result of the refurbishment and/or painting.

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, 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. The Licensee shall pay the Village for any reasonable costs of such restoration within fourteen (14) days after receiving a bill from the Village for such work.

11. 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 along 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 consumes 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 is solely responsible for payment of taxes on the leasehold (PIN # _____). 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 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 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 Licensee's Improvements; 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 attorney's fees.

14. INSURANCE: At all times while this Agreement remains in effect, and in recognition 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 to protect the Village, its officers, employees and agents from any liability for bodily injury, death, and property damage occasioned by the activities of the Licensee under this Agreement.

a. During the Term of the Agreement. Licensee shall procure, pay for and maintain in full force and effect during the entire term of the agreement (i) worker's compensation insurance as required by law and which insures Village against worker's compensation claims arising out of Licensee's activities on the Tower; (ii) fire and casualty insurance covering Licensee's Improvements 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, in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate covering bodily injuries or property damage occurring on the Tower.

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 be reasonably satisfactory to Village, shall name Village as an additional insured and shall be delivered to the Village, together with evidence of the payment of the premiums, prior to the commencement of the term of this Agreement. Licensee or, where applicable, Licensee's contractors shall furnish Village with a written notice of any cancellation, reduction or modification 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 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.

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, 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 such sublease in addition to the rental 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 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, 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.

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 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.

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:

China Cat Productions, LLC
540 West Madison Street, Suite 2500

Chicago, IL 60661

With Copy to:

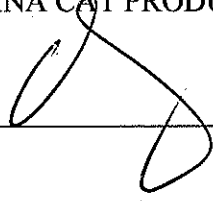
China Cat Productions, LLC
General Counsel
540 West Madison Street, Suite 2500
Chicago, IL 60661

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 20__.

LICENSEE
CHINA CAT PRODUCTIONS, LLC

By:



Title:

Authorized Signatory

Subscribed and sworn to
this 3 day of January, 2013.



Notary Public

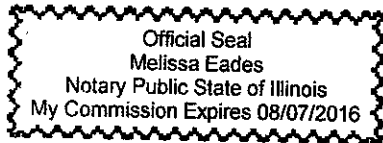
VILLAGE OF DOWNERS GROVE

By:

Village Manager

ATTEST:

Village Clerk



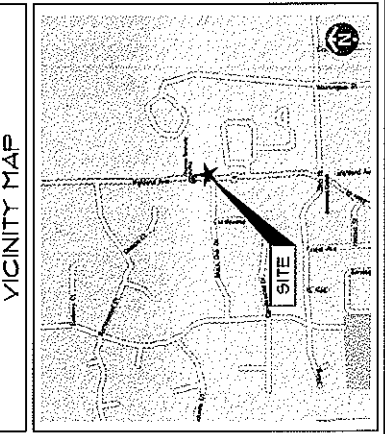
Site: 3801 Highland Avenue

Exhibit 1 &2
(See Attached)

SHEET INDEX	
NO.	DESCRIPTION
T-1	TITLE SHEET
C-1	SITE PLAN
C-2	ENLARGED PLAN VIEW
C-3	SITE ELEVATION
C-4	SITE DETAILS
C-5	MOUNT DETAILS
E-1	UTILITY PLAN AND DETAILS
E-2	GROUNDING DIAGRAM AND NOTES
GA-1	GENERAL NOTES

DRIVING DIRECTIONS

DEPART FROM CHICAGO INTERNATIONAL AIRPORT
 ON I-55 SOUTH FOR 10 MILES TO I-90 SOUTH
 TOWARD I-90/INDIANA IS TOLLWAY MERGE ONTO I-90
 FOR 81 MILES, TAKE THE INTERSTATE 55 WEST E-W
 TOLLWAY EXIT TOWARD AURORA, MERGE ONTO I-88U TAKE
 THE HIGHLAND AVE EXIT, TURN LEFT ONTO HIGHLAND AVE.
 DESTINATION WILL BE ON THE LEFT.



China Cat Productions

SITE NAME
DOWNERS GROVE
WATER TANK

SITE ADDRESS
3801 HIGHLAND AVE.
DOWNERS GROVE, IL 60515

PROJECT TYPE
NEW DISH INSTALLATION ON
WATER TOWER

PROJECT TEAM

China Cat Productions
 540 W MADISON ST.
 SUITE 200
 CHICAGO, IL 60661

APPLICANT

- SCOPE OF WORK:**
- INSTALL (2) NEW 17' DISHES
 - NEW DDB UNLIMITED BOX ON NEW H-FRAME
 - NEW 60A ELECTRICAL SERVICE
- REQUIREMENTS ARE NOT REQUIRED:**
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
 - FACILITY HAS NO PUMPING OR REFRIGERANTS
 - THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENTS

China Cat Productions
 540 W MADISON ST.
 SUITE 200
 CHICAGO, IL 60661

ENGINEER'S LICENSE
 I CERTIFY THAT THESE DRAWINGS 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 THE LICENSED ENGINEER - STATE OF ILLINOIS

ENGINEER'S LICENSE
 LICENSE NO. 062-063291
 EXPIRES 11/30/2013

APPROVALS

DRU CONS.	DATE
DRU RF	DATE
DRU OPS	DATE
LANDLORD	DATE

DRAWING SCALED TO 11"x17"

PROJECT SUMMARY

SITE NAME: DOWNERS GROVE WATER TANK

SITE ADDRESS: 3801 HIGHLAND AVE.
DOWNERS GROVE, IL 60515

COUNTY: DUPAGE

LANDLORD: VILLAGE OF DOWNERS GROVE
DAVE TELTON
(630) 371 6148

SITE COORDINATES: FROM GOOGLE EARTH
N 41.74095° (NAD 83)
W 88.00956° (NAD 83)
PUD

JURISDICTION: VILLAGE OF DOWNERS GROVE

BUILDING CODE: 2006 INTERNATIONAL BUILDING CODE

ELECTRICAL CODE: 2008 NATIONAL ELECTRICAL CODE

ENGINEER'S LICENSE

NO.	DATE	DESCRIPTION	INC.
1	07/02	PERM	RF

SITE NAME
DOWNERS GROVE WATER TANK

SITE ADDRESS
3801 HIGHLAND AVE.
DOWNERS GROVE, IL 60515

SHEET NAME
TITLE SHEET

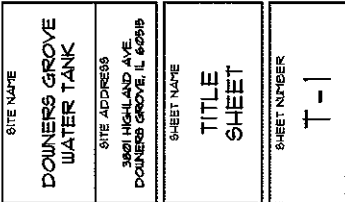
SHEET NUMBER
T-1

China Cat Productions
 540 W MADISON ST.
 SUITE 200
 CHICAGO, IL 60661

FULLERTON ENGINEERING DESIGN
 9400 W. BRYN MAWR AVE. SUITE 200
 ROSEMONT, ILLINOIS 60018
 TEL: 847-292-0208
 FAX: 847-292-0206
 DESIGN PERM NO. 194-00198
 www.fullertonengineering.com

DRIVING DIRECTIONS

DEPART FROM CHICAGO INTERNATIONAL AIRPORT
 ON I-55 SOUTH FOR 10 MILES TO I-90 SOUTH
 TOWARD I-90/INDIANA IS TOLLWAY MERGE ONTO I-90
 FOR 81 MILES, TAKE THE INTERSTATE 55 WEST E-W
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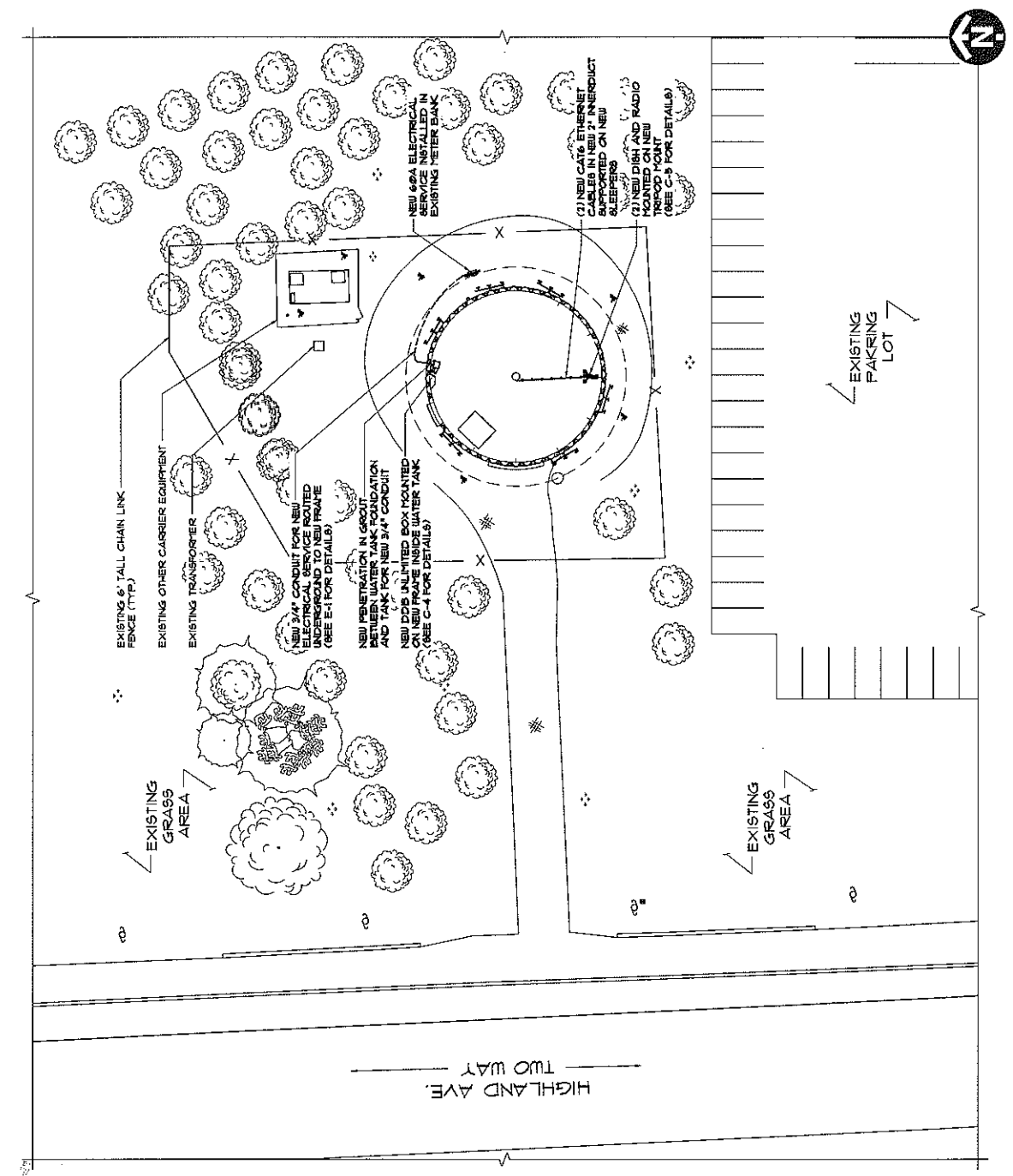


China Cat Productions
 540 W. MADISON ST.
 SUITE 100
 CHICAGO, IL 60661

FULLERTON
 ENGINEERING DESIGN
 9000 W. BROWN AVE. SUITE 200
 ROSELAND, IL 60442
 TEL: 847-392-0000
 FAX: 847-392-0006
 DESIGN PRINT NO. 194-002499
 www.fullertonengineering.com

DESIGNED BY:	JP
APPROVED BY:	JP
DATE:	07/07
DESCRIPTION:	PERM
DATE:	07/07
DESCRIPTION:	PERM

SITE NAME	DOWNERS GROVE WATER TANK
SITE ADDRESS	3600 HIGHLAND AVE. DOWNERS GROVE, IL 60515
SHEET NAME	SITE PLAN
SHEET NUMBER	C-1



ABBREVIATIONS

A/C AIR CONDITIONER
 A/F ABOVE FINISHED FLOOR
 AGL ABOVE GRADE LEVEL
 AHSL ABOVE MEAN SEA LEVEL
 APPROX APPROXIMATE
 BLDG BUILDING
 CAB CABINET
 COLLN COLLISION
 CONC CONCRETE
 CONDUIT CONDUIT
 DIVERSE DIVERSE ACCESS POINT
 DWG DRAWING
 FT FOOT (FEET)
 GROUND BAR GROUND BAR
 ELEC ELECTRICAL
 ELEV ELEVATION
 EMT ELECTRICAL METALLIC TUBING EQUIPMENT
 EQP EQUIPMENT
 FND FOUNDATION
 GALV GALVANIZED
 GROUND ACCESS POINT GROUND ACCESS POINT
 GROUND GROUND
 IN INCHES
 IN INCHES
 LB (L) POUNDS
 MAX MAXIMUM
 MIN MINIMUM
 MGR MASTER
 NEW NEW
 NEC NATIONAL ELECTRICAL CODE
 N/A NOT TO SCALE
 NTS NOT TO SCALE
 O/E/O OVERHEAD ELECTRIC/TELCO POSITION
 POS POSITION
 RIGID GALVANIZED STEEL RIGID GALVANIZED STEEL
 S&H SQUARE FOOT
 STL STEEL
 T, B TOP & BOTTOM
 TYP TYPICAL
 U/E/UT UNDERGROUND ELECTRIC/TELCO UNLESS NOTED OTHERWISE
 UNO UNLESS NOTED OTHERWISE
 W/F WITH
 W/P WITH ACCESS POINT
 XFR TRANSFORMER

SYMBOLS

— CENTERLINE
 □ FLATE
 △ REVISION
 ○ WORK POINT
 ○ UTILITY POLE
 [] BRICK
 [] COMPRESSED STONE
 [] CONCRETE
 [] EARTH
 [] GRAVEL
 [] MASONRY
 [] STEEL
 --- CENTERLINE
 --- PROPERTY LINE
 --- LEASE LINE
 --- EASEMENT LINE
 --- CHAIN LINK FENCE
 --- WOOD FENCE
 --- BELOW GRADE ELECTRICAL
 --- BELOW GRADE TELEPHONE

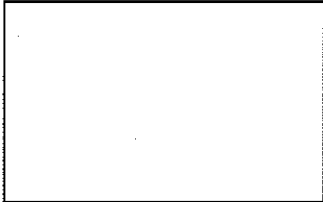
SECTION REFERENCE

LA

SCALE: N.T.S. 1
 SITE PLAN

China Cat Productions
 542 W. MADISON ST.
 SUITE 200
 CHICAGO, IL 60661

FULLERTON
 ENGINEERING DESIGN
 9600 W. BRYN MAWR AVE. SUITE 200
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 TEL: 815.232.0018
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 DESIGN FIRM NO. 19402498
 www.fullertoneng.com



DESIGNED BY:	J.P.
APPROVED BY:	J.P.
DATE:	07/02
DESCRIPTION:	PERMIT
REVISIONS:	
NO.	
DATE	
BY	

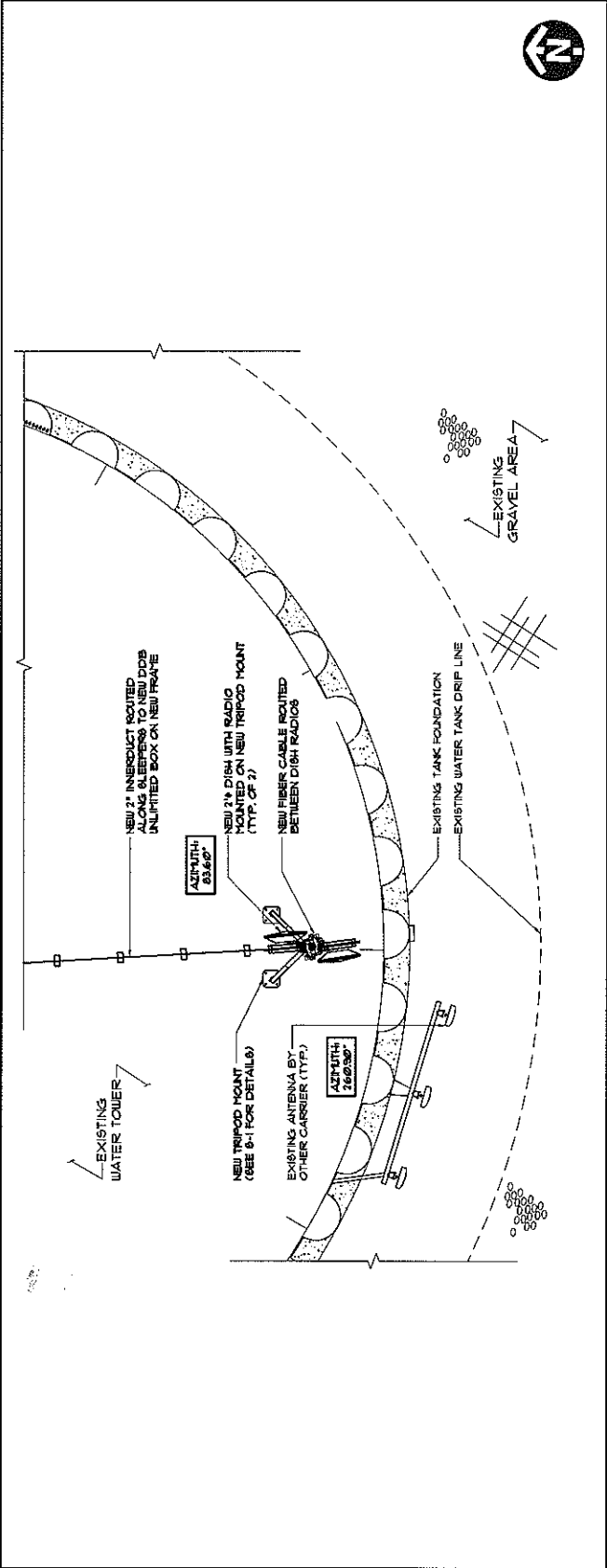
SITE NAME
DOWNERS GROVE WATER TANK

SITE ADDRESS
 3621 HIGHLAND AVE.
 DOWNERS GROVE, IL 60515

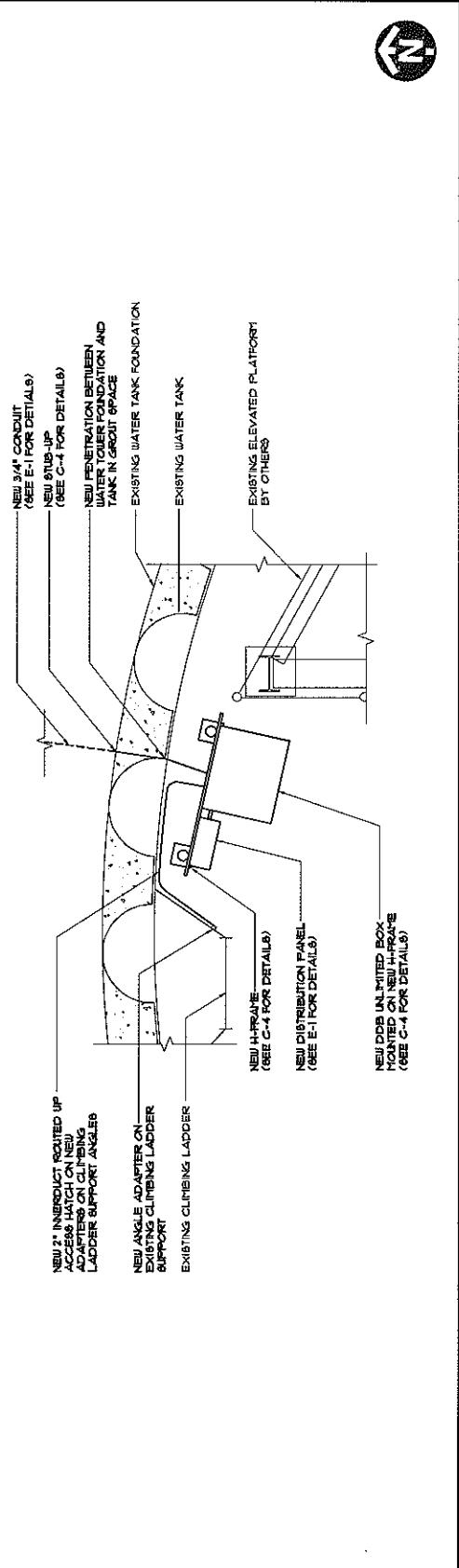
SHEET NAME

ENLARGED SITE PLAN

SHEET NUMBER
C-2



ENLARGED EXTERIOR PLAN VIEW. SCALE: 3/8" = 1'-0" 1



ENLARGED INTERIOR PLAN VIEW. SCALE: 3/8" = 1'-0" 2

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 TEL: 847.581.0200
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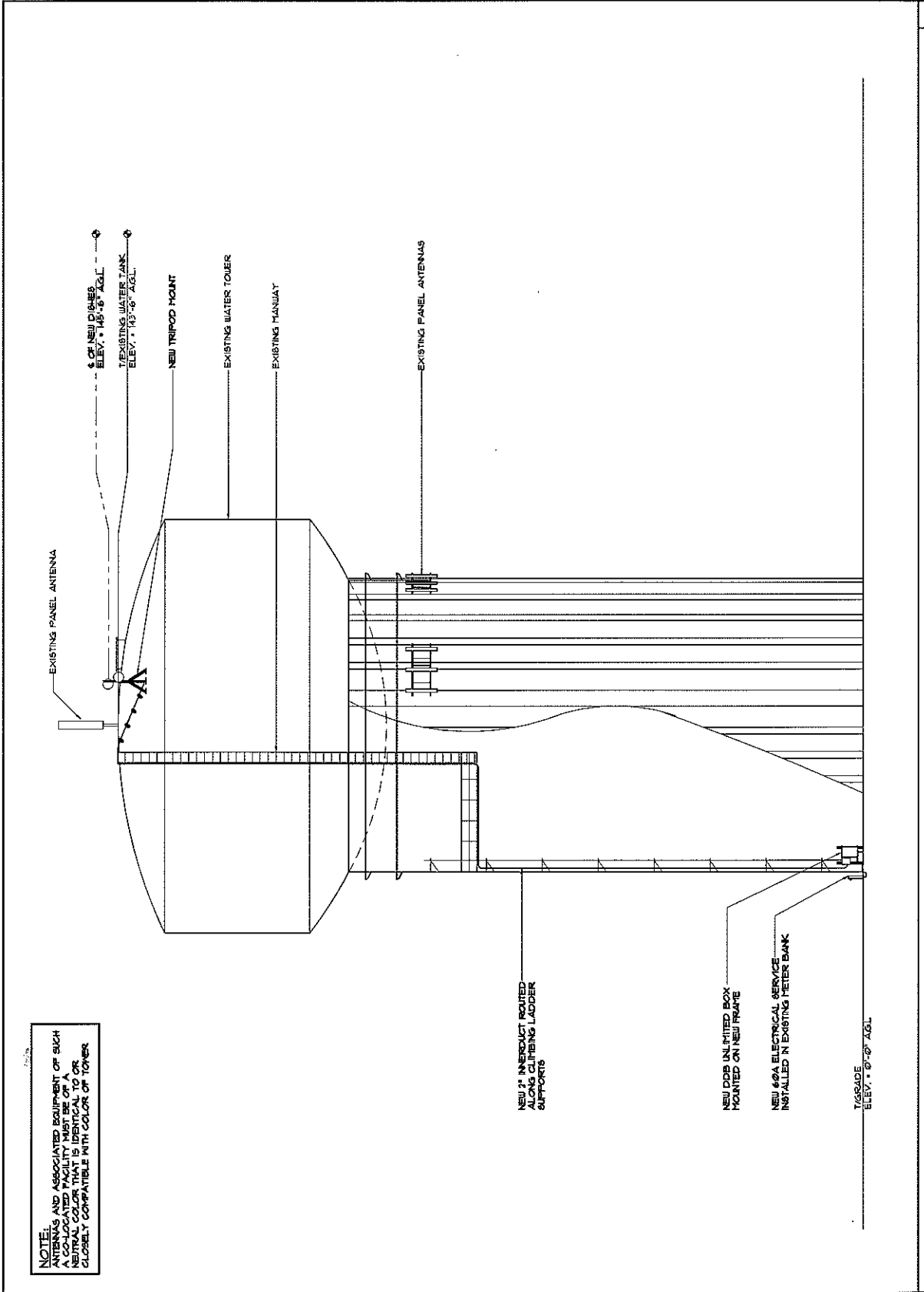
DESIGNED BY:	JIP		
APPROVED BY:	JIP		
#	DATE	DESCRIPTION	INT.
	07/02	PERIT	RF

SITE NAME
**DOINERS GROVE
 WATER TANK**

SITE ADDRESS
 3621 HIGHLAND AVE.
 DOINERS GROVE, IL 60918

SHEET NAME
**ELEVATION
 AND DETAILS**

SHEET NUMBER
C-3



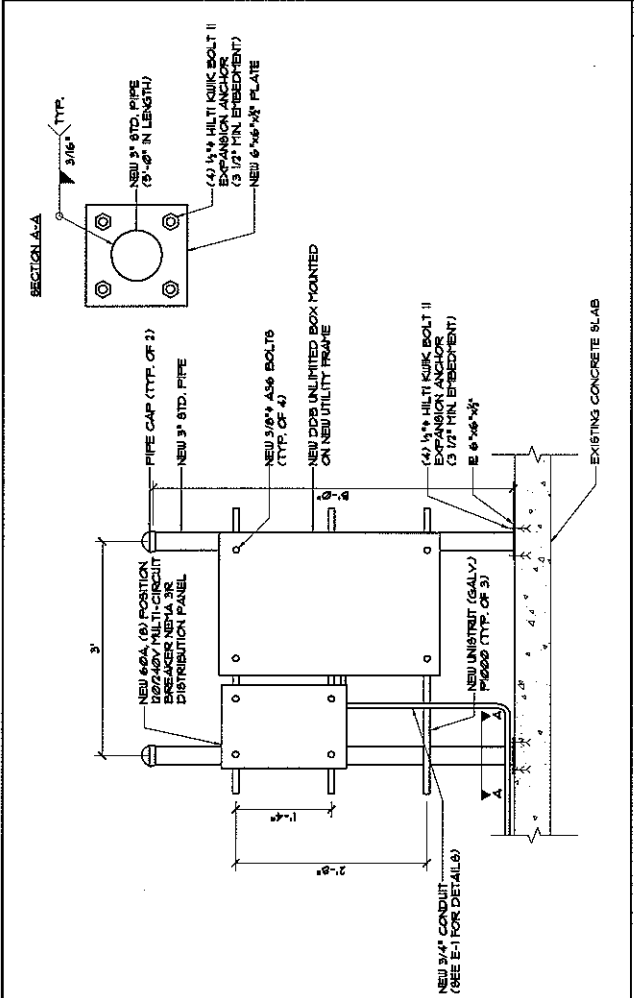
ELEVATION
 SCALE: N.T.S. 1

China Cat Productions
 5-40 W. MADISON ST.
 SUITE 2000
 CHICAGO, IL 60661

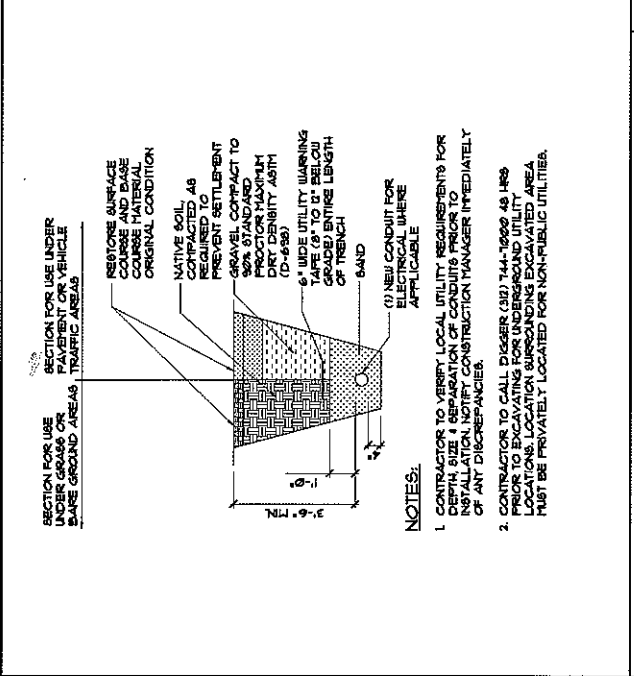
FULLERTON
 ENGINEERING, D.E.S.I.G.
 9600 W. BRYN MAWR AVE. SUITE 100
 ROSEMONT, ILL. 60018
 PHONE: 847-372-0700
 FAX: 847-372-0705
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 www.FullertonEngineering.com

DESIGNED BY:	JPD	
APPROVED BY:	JPD	
DATE:	DESCRIPTION	INT.
02/10	PERMIT	02

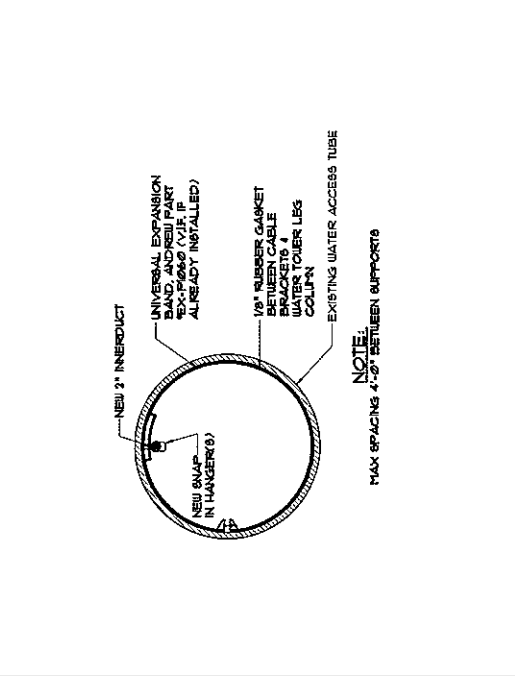
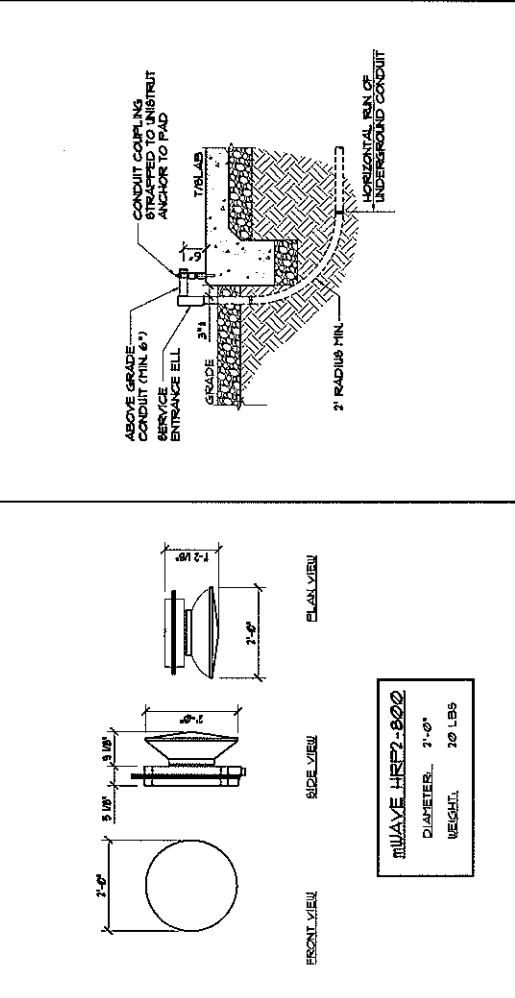
SITE NAME	
DOWNS GROVE WATER TANK	
SITE ADDRESS	
3402 HIGHLAND AVE DOWNS GROVE, IL 60695	
SHEET NAME	
SITE DETAILS	
SHEET NUMBER	
C-4	



SCALE: NTS. 1 H-FRAME DETAIL 2 SCALE: NTS. 2



SCALE: NTS. 3 TRENCH DETAIL 4 SCALE: NTS. 3



SCALE: NTS. 4 ANTENNA DETAIL 5 SCALE: NTS. 4

SCALE: NTS. 5 STUB-UP DETAIL 5 SCALE: NTS. 5

GENERAL NOTES:

- HEALTH AND SAFETY
- CONTRACTOR SHALL PROVIDE ALL SAFETY EQUIPMENT AND FALL PROTECTION TO INSURE THE SAFETY OF ON SITE PERSONNEL DURING CONSTRUCTION.
- ALL WORK SHALL BE PERFORMED UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER. THE CONTRACTOR SHALL NOT BE PERMITTED WITHOUT THE APPROVAL OF THE WATER DEPARTMENT SUPERVISOR. PRECAUTIONS SHALL BE TAKEN TO PREVENT WATER CONTAMINATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO.

GENERAL WELDING:

1. ALL WELDING SHALL BE IN ACCORDANCE WITH ASME DIVISION 1, SECTION 8, AND SECTION 5.
2. ALL WELDS TO THE TANK SURFACE SHALL BE MADE WITH E6010 OR E6011 ELECTRODES AND SHALL BE FULL PENETRATION WELDS.
3. NO WELDING SHALL BE DONE WHEN THE AMBIENT TEMPERATURE IS BELOW 40°F UNLESS THE REQUIREMENTS OF ASME DIVISION 1, SECTION 8, AND SECTION 5 ARE FOLLOWED.
4. WELDING THAT CAUSE BLISTERING OF THE INTERIOR PAINT OPPOSITE THE WELD, DAMAGED PAINT SURFACES SHOULD BE REPAIRED PRIOR TO THE NEXT WELDING OPERATION. THE CONTRACTOR SHALL COORDINATE ALL PAINT MATERIALS & METHODS WITH OWNER PRIOR TO WORK BEING DONE.
5. GALVANIZED COMPONENTS SHALL NOT BE WELDED DIRECTLY TO THE TANK SURFACE.
6. WELDING SHALL BE MADE IN A MANNER TO ENSURE COMPLETE FUSION WITH THE BASE METAL WITHIN THE LIMITS SPECIFIED FOR EACH JOINT, AND IN STRICT ACCORDANCE WITH THE QUALIFIED WELDING PROCEDURE SPECIFICATIONS.
7. WELDS FOR ANTENNA INSTALLATION SHALL BE SEAL WELDS.
8. CONTRACTOR SHALL REPAIR ALL DAMAGED PAINT AREAS OF TANK DUE TO CUTTING, WELDING AND GRINDING. DUE TO THE EXTENSION OF METAL FILINGS WHICH WILL STAIN THE INTERIOR SURFACE OF THE TANK, CONTRACTOR SHALL REMOVE ALL METAL FILINGS IMMEDIATELY. DAMAGED PAINT SURFACES SHOULD BE REPAIRED PER WATER TANK OWNER SPECIFICATIONS.
9. CONTRACTOR SHALL REPAIR ALL DAMAGED PAINT AREAS OF TANK WITH TANK OWNER PRIOR TO WORK BEING DONE.

PAINTING:

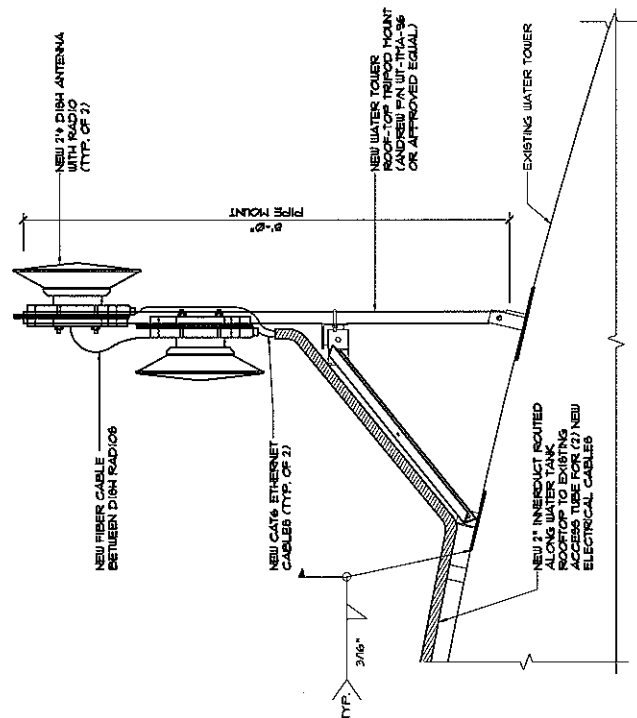
- SURFACE PREPARATION (EXTERIOR & DRY INTERIORS):
- AGGRESSIVE BLAST CLEAN ALL NEW STEEL COMPONENTS TO REMOVE ALL RUST, OIL, GREASE AND ALL OTHER CONTAMINANTS PRIOR TO APPLICATION OF PRIMER COAT.
- AFTER WELDING OR CUTTING CLEAN ALL DAMAGED SURFACES IN ACCORDANCE WITH SSPC-SP9 "POWER TOOL CLEANING" CONDITION PRIOR TO APPLICATION OF PRIMER COAT.
- COATINGS EXTERIOR:
- THE EXTERIOR PAINT REPAIR SYSTEM WILL BE ONE PRIME COAT OF INTERTEC SERIES 20, ONE INTERMEDIATE COAT OF INTERTEC SERIES 20, AND ONE COAT OF INTERTEC SERIES 20 TOPCOAT COLOR.
- THE THREE-COAT SYSTEM WILL BE APPLIED AT 2.0 - 3.0 MILS PER COAT TO A THICKNESS OF 6.0 - 9.0 MILS.
- COATINGS INTERIOR:
- THE DRY INTERIOR PAINT REPAIR SYSTEM WILL BE TWO COATS OF INTERTEC SERIES 20, PAINT THE DRY INTERIOR TO MATCH THE EXISTING TOPCOAT COLOR.
- THE TWO-COAT SYSTEM WILL BE APPLIED AT 3.0 - 4.0 MILS PER COAT TO A THICKNESS OF 6.0 - 8.0 MILS.
- THE DRY INTERIOR PAINT REPAIR SYSTEM WILL BE TWO COATS OF INTERTEC SERIES 20, PAINT THE DRY INTERIOR TO MATCH THE EXISTING TOPCOAT COLOR.
- THE TWO-COAT SYSTEM WILL BE APPLIED AT 3.0 - 4.0 MILS PER COAT TO A THICKNESS OF 6.0 - 8.0 MILS.

ANTENNA NOTES:

1. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
2. CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH DRAW REPRESENTATIVE.
3. ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.

STRUCTURAL NOTES:

STRUCTURAL CALCULATION PREPARED BY FULLERTON ENGINEERING CONSULTANTS. CONTRACTOR TO COORDINATE WITH DRAW REPRESENTATIVE TO OBTAIN A COPY.



Chitna Cat Productions
 5409 W. MADISON ST.
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CREATED BY:	JP		
APPROVED BY:	JP		
#:	DESCRIPTION:	DATE:	BY:
1	PERMIT	12/11/10	JP

SITE NAME
DOWNERS GROVE WATER TANK

SITE ADDRESS
 3801 HIGHLAND AVE.
 DOWNERS GROVE, IL 60515

SHEET NAME
MOUNT DETAILS

SHEET NUMBER
C-5

China Cat Productions
 5407 W. MADISON ST.
 SUITE 1800
 CHICAGO, IL 60661

FULLERTON
 ENGINEERING DESIGN
 9600 W. BRYN MAWR AVE. SUITE 200
 ROSEMOUNT, IL 60018
 TEL: 847-292-0208
 FAX: 847-292-0206
 DESIGN FIRN NO. 164-002898
 www.fullertongroup.com

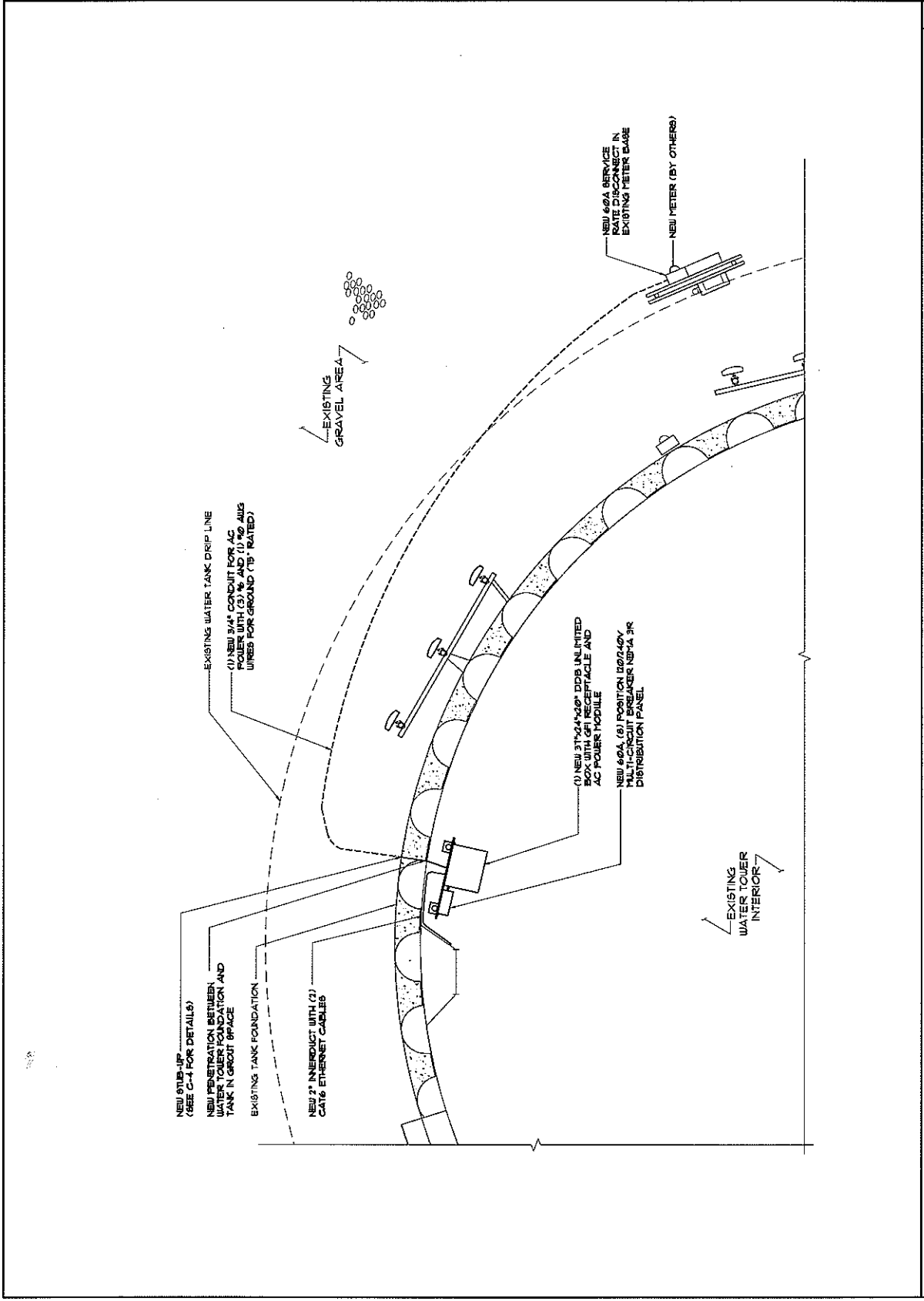
CHECKED BY:	JP
APPROVED BY:	JP
DATE	DESCRIPTION
2/21/07	PERMIT

SITE NAME
DOINERS GROVE WATER TANK

SITE ADDRESS
 3601 HIGHLAND AVE.
 DOINERS GROVE, IL 60918

SHEET NAME
UTILITY PLAN AND DETAILS

SHEET NUMBER
E-1



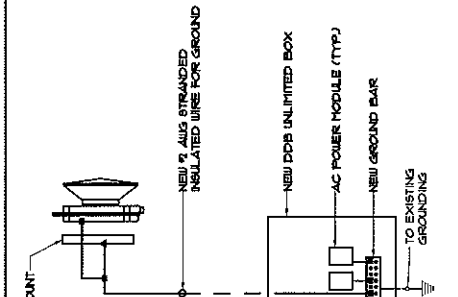
ELECTRICAL PLAN DETAIL

SCALE: 1/8" = 1'-0"

1

MECHANICAL CONNECTION

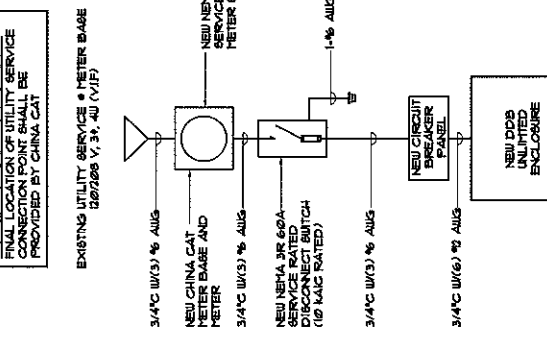
EXOTHERMIC CONNECTION



SCALE: NTS. 2

ANTENNA SINGLE LINE GROUNDING DIAGRAM

NOTE TO CONTRACTOR:
 ALL CONNECTIONS TO UTILITY SERVICE CONNECTION POINT SHALL BE PROVIDED BY CHINA CAT



SCALE: NTS. 3

CABINET LOAD ONE-LINE DIAGRAM

SERVICE EQUIPMENT NOTES:

- ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS.
- PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.

CONDUCTOR NOTES:

- ALL CONDUCTORS SHALL BE COPPER
- ALL WIRING SHALL BE COPPER WITH THIRTYTHIN DUAL RATED 600 VOLTS INSULATION
- GROUNDING CONDUCTORS SHALL BE SOLID TINNED COPPER UNLESS OTHERWISE NOTED.

CONDUIT NOTES:

- RIGID GALVANIZED STEEL (RGS) SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS, IN CONTACT WITH EARTH, OR EXPOSED ABOVE GRADE
- EHT SHALL BE USED ONLY FOR INTERIOR RUNS AND SHALL HAVE COMPRESSION TYPE FITTINGS & FULL SIZE EQUIPMENT GROUND WIRE
- BEAL TIGHT, FLEXIBLE CONDUIT MAY BE USED WHERE CODE PERMITS. ALL CONDUIT SHALL HAVE THESE CONDITIONS
- CONTRACTOR SHALL PROVIDE FULL BOXES AS NEEDED WHERE CONDUIT REQUIREMENTS EXCEED THESE CONDITIONS
- ALL CABLES, POWER AND/OR TELEPHONE AND/OR FIBER OPTIC CONDUITS SHALL HAVE A MINIMUM 24" RADIUS BENDS TO EQUIPMENT, FULL BOXES, ETC., UNLESS OTHERWISE NOTED, OR AS REQUIRED BY UTILITY COMPANIES

NEW CABLE GROUNDING NOTES:

- CONTRACTOR SHALL CONNECT GROUND KITS TO THE EXISTING GROUND BARS AT THE TOP AND BASE OF TOWER
- CONTRACTOR SHALL CONNECT GROUND KITS TO THE NEW GROUND BAR BEFORE ENTRY TO CABINET
- NO BACK TO BACK LUGGING OF SPRINT GROUND

GENERAL GROUNDING NOTES:

- VERTICAL DROPS SHALL BE 18"-48" OF #4 AWG SOLID TINNED COPPER WIRE. CADDLED TO GROUND BAR.
- ALL BENDS MINIMUM 9" RADIUS.
- APPLY ANTI-OXIDATION COMPOUND TO ALL CONNECTIONS.
- BARE COPPER CONDUCTORS SHALL NOT BE IN CONTACT WITH ANY DISSIMILAR MATERIAL. PLACE ON STANCHIONS IF NECESSARY TO ALLOW FOR PROPER INSTALLATION.
- SHARP BENDS IN GROUNDING CONDUCTORS SHALL BE AVOIDED. 90° BENDS SHALL NOT BE USED.
- ALL GROUNDING CONDUCTORS SHALL BE KEPT AS SHORT AS POSSIBLE. THE SHORTEST PRACTICAL ROUTE SHALL BE CHOSEN WITH THE LEAST AMOUNT OF BENDS AND SPLICES. USE THIS RULE AT ALL TIMES.
- ALL CONNECTIONS TO GROUND BARS SHALL BE WITH A 2-HOLE LUG UNLESS OTHERWISE SPECIFIED.
- WHEN GROUNDING MORE THAN ONE PIECE OF EQUIPMENT, DO NOT USE THE EQUIPMENT AS A GROUNDING CONDUCTOR. DOUBLE-STANCHIONS OR LUGS SHALL BE USED TO GET FROM EQUIPMENT TO EQUIPMENT.
- REMOVE ALL PAINT BENEATH THE SURFACE OF GROUND LUGS.

SCALE: NTS. 1

NOTES

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FULLERTON
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 FAX: 847-292-0005
 DESIGN FIRM NO. 184-002198
 www.fullertonengineering.com

CREATED BY:	JP
APPROVED BY:	JP
DATE:	DESCRIPTION:
02/07	PENET

SITE NAME
DOWNERS GROVE WATER TANK

SITE ADDRESS
 3601 HIGHLAND AVE.
 DOWNERS GROVE, IL 60515

SHEET NAME
GROUNDING DIAGRAM AND NOTES

SHEET NUMBER
E-2

China Cat Productions
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 FAX: 847.292.4006
 DESIGN FIRM NO. 184-00788
 www.fullertoneng.com

DESIGNED BY:	J.P.		
APPROVED BY:	J.P.		
#	DATE	DESCRIPTION	INT.
	07/07	PERMIT	RF

SITE NAME
**DOINERS GROVE
 WATER TANK**

SITE ADDRESS
 3621 HIGHLAND AVE.
 DOINERS GROVE, IL 60215

SHEET NAME
**GENERAL
 NOTES**

SHEET NUMBER
GN-1

GENERAL NOTES

1. ALL WORK SHALL BE ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES OR ORDINANCES. THE MOST STRINGENT CODE WILL APPLY. IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS, ANY DAMAGE TO ADJACENT PROPERTIES WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
2. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING WRITTEN NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS OF NOTICE SHOULD BE GIVEN AND THE BUILDING INSPECTION DEPARTMENT HAS REQUESTED THAT GROUPS OF TWO OR THREE SITES BE SCHEDULED AT ONE TIME IF POSSIBLE.
3. THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE SPECIFICATIONS AND STRUCTURAL ANALYSIS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF THE TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.
4. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
5. PERMITS, THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS, LICENSES, FEES, INSPECTIONS, ETC.
6. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS, ETC., BETWEEN THE WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
7. DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED/REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
8. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH THE PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.

SCALE: N.T.S. 1

GENERAL NOTES

Site: 3801 Highland Avenue

Exhibit #3
(N/A)