

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**9/19/2017**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
First Amendment to License Agreement for Antenna on Village Property	Enza Petrarca Village Attorney

**SYNOPSIS**

A resolution has been prepared authorizing approval of a first amendment to License Agreement with China Cat Productions, LLC, for the continued operation of a dish antenna on Village property located at 3801 Highland Avenue.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2015-2017 include *Steward of Financial, Environmental and Neighborhood Sustainability*.

**FISCAL IMPACT**

Approval of the proposed agreement would result in the Village collecting \$2,208.16 effective January 1, 2018 in monthly license fees with a 2% increase each year thereafter.

**RECOMMENDATION**

Approval on the September 19, 2017 consent agenda.

**BACKGROUND**

China Cat Productions, LLC is a provider of digital communications in the Chicagoland area. China Cat contacted the Village concerning its desire to renew its license agreement with the Village and continue their operation of dish antenna on the Village's water tower located at 3801 Highland Avenue. China Cat has had a license agreement with the Village on the 3801 Highland Summit site since February 1, 2013. There will be no changes to the equipment that currently exists on the property.

Approval of the proposed agreement would result in the Village collecting \$2,208.16 in monthly license fees, effective January 1, 2018, with a 2% increase in each year thereafter. The contract shall run until December 31, 2027.

**ATTACHMENTS**

Resolution  
Agreement

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

**A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT  
TO 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 First Amendment to License Agreement ("Agreement"), 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

**FIRST AMENDMENT TO  
LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND  
CHINA CAT PRODUCTIONS, LLC TO INSTALL, MAINTAIN AND OPERATE AN  
ANTENNA ON VILLAGE PROPERTY**

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This First Amendment to License Agreement ("**First Amendment**") is made as of the date of the last party to sign below, by and between the Village of Downers Grove (hereinafter referred to as "**Village**"), and China Cat Productions, LLC, with its principal office located at 540 West Madison Street, Suite 2500, Chicago, IL 60661 (telephone number 312-542-1000), (hereinafter referred to as "**Licensee**"). The Village and Licensee are at times collectively referred to hereinafter as the "**Parties**".

WHEREAS, the Parties previously entered into a License Agreement (the "**Agreement**") dated January 5, 2013;

WHEREAS, there will be no modification to the site as referenced in Section 1. **Contract Documents** submitted with the original License Agreement and such exhibits shall be incorporated herein and attached hereto by reference; and

WHEREAS, Licensee desires to extend the term and modify certain provisions of the Agreement contained herein; and

WHEREAS, the Parties wish to amend the Agreement in order to address the above items and to reach new agreements with respect to the same;

NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following:

1. The recitals above are true and correct and are incorporated herein.
2. Paragraph 4(f) **Construction, Installation and Maintenance** of the Agreement is hereby deleted in its entirety and replaced with the following:
  - f. Licensee shall be entitled to access its 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 in the event of an emergency, Licensee shall contact the Village at 630/434-5600. Licensee shall be required to pay Licensor all costs incurred for Tower access after business hours or on weekends. An appointment for access to the Tower must be scheduled at least two (2) weeks prior to access. No work shall be permitted during holidays, unless emergency work is necessary. In some instances, building permits may be required.

3. Paragraph 6(a) and 6(b) **Term** of the Agreement are hereby deleted in their entirety and replaced with the following:

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 fourteen (14) one-year Extension Terms. The extension terms shall automatically commence on the 1<sup>st</sup> 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, 2027.

b. After January 1, 2025, 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.

4. Paragraph 7 **Compensation** of the Agreement is hereby amended by adding the following paragraph:

As of January 1, 2018, the current license fee under the Agreement will be \$2,208.16 per 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 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 10<sup>th</sup> of the month.

5. Paragraph 12 **Taxes** of the Agreement is hereby deleted in its entirety and replaced with the following:

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 Improvements 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 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.

6. Paragraph 14(a) **Insurance** is hereby deleted in its entirety and replaced with the following:

a. During the Term of the Agreement. Licensee shall procure, pay for and maintain in full force and 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 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. Such General Liability Insurance shall include coverage for the premises, operations, underground, collapse, explosion, products and the loss of use, and shall name 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.

7. Except as amended herein, all terms, conditions, provisions, covenants, and agreements contained in the Agreement are hereby ratified and confirmed in their entirety. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall take precedence. The terms used herein and not otherwise defined shall have the same meaning as set forth in the Agreement.
8. All capitalized terms used but not defined in this First Amendment shall have the meaning, if any, set forth elsewhere in the Agreement.
9. The Agreement may be further amended or modified only by a written agreement signed by both Parties.
10. This First Amendment shall bind and inure to the benefit of the successors and assigns of the Parties hereto, except to the extent any assignment or other transfer may be prohibited, limited or conditioned pursuant to any other term or condition contained in the Agreement.
11. This First Amendment may be executed in one or more counterparts, all of which counterparts taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to be effective as of the last date written below.

**VILLAGE:**

**VILLAGE OF DOWNERS GROVE**

**LICENSEE:**

**CHINA CAT PRODUCTIONS, LLC**


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

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

**ATTEST:**

By: \_\_\_\_\_  
April Holden  
Village Clerk

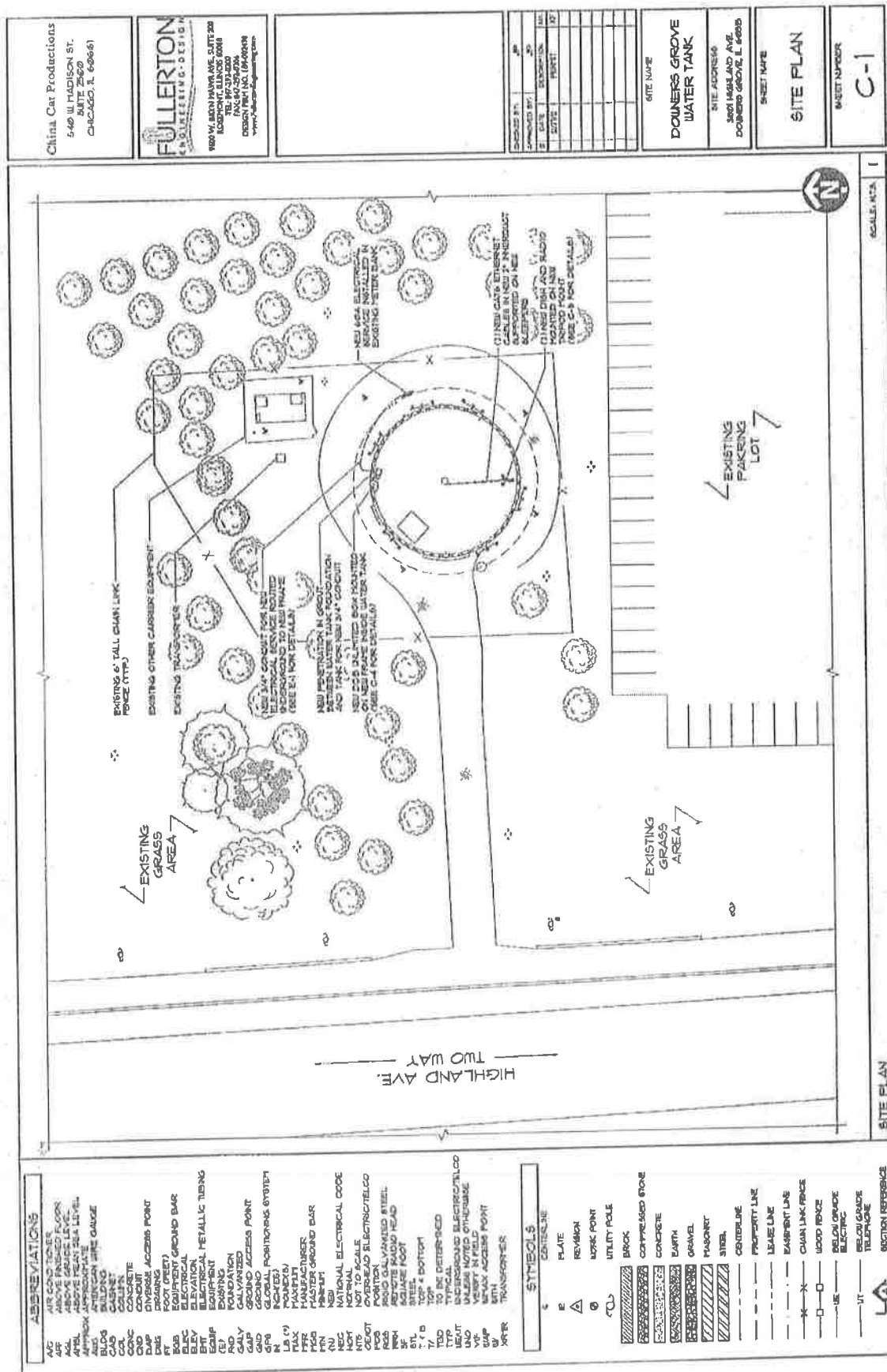
Date: \_\_\_\_\_

By:   
Jeffrey Leoff  
Title: Authorized Signatory  
Date: 9/7/17

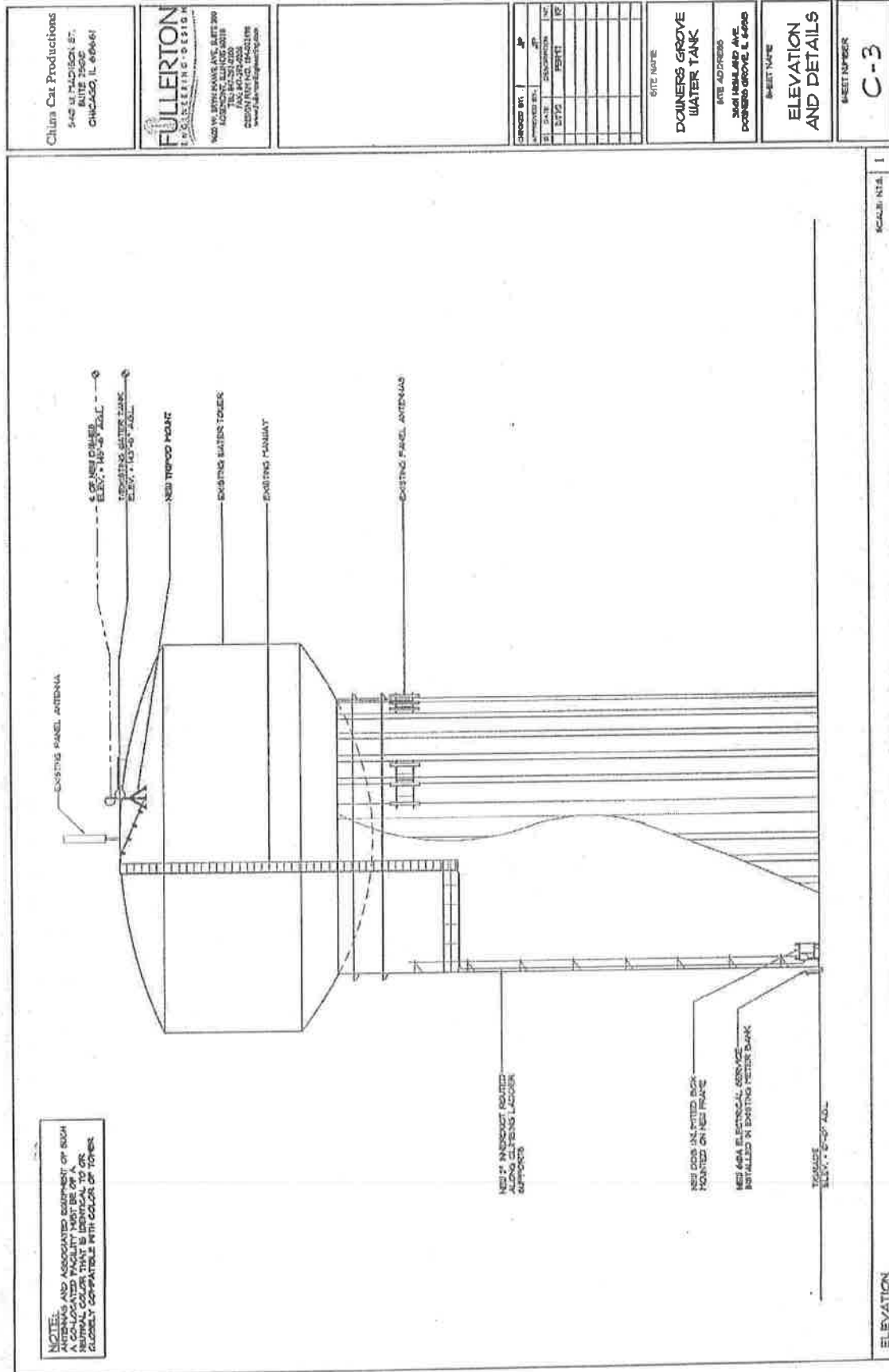
I:\mw\agr.17\ChinaCat-Highland-1<sup>st</sup> Amd-final

*[Exhibits 1&2 and Exhibit 3 Follow]*

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ENLARGED INTERIOR PLAN VIEW



[illegible]

### GENERAL NOTES:

- THE SOIL HEIGHT, AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
- CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH DND REPRESENTATIVE.
- ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.

### ANTENNA NOTES:

STRUCTURAL CALCULATION PREPARED BY FULLERTON ENGINEERING CONSULTANT TO OBTAIN A COORDINATE WITH DND REPRESENTATIVE TO OBTAIN A COORD.

### STRUCTURAL NOTES:

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### GENERAL NOTES:

- CONTRACTOR SHALL PROVIDE ALL SAFETY EQUIPMENT AND PERSONNEL DURING CONSTRUCTION.
- ACCESS TO THE TANK INTERIOR WATER COMPARTMENT SHALL BE MAINTAINED AT ALL TIMES. THE WORK DEPARTMENT APPROVAL PRESENTATION SHALL BE TAKEN TO PREVENT WATER CONTAMINATION.
- THE PAINT SYSTEM SHALL BE DESIGNED FOR MAXIMUM PROTECTED FROM CONTAMINATION.
- CONTRACTOR SHALL MAINTAIN ALL TANKS IN A ROUTE COAT CABLE IN A TANK THAT DOES NOT FEED OR INTERFERE WITH PERSONNEL ACCESS.

### GENERAL NOTES:

- ALL WELDING SHALL BE IN ACCORDANCE WITH ASME CODE SECTION 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
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- CONTRACTOR SHALL PROVIDE ALL SAFETY EQUIPMENT AND PERSONNEL DURING CONSTRUCTION.
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- THE PAINT SYSTEM SHALL BE DESIGNED FOR MAXIMUM PROTECTED FROM CONTAMINATION.
- CONTRACTOR SHALL MAINTAIN ALL TANKS IN A ROUTE COAT CABLE IN A TANK THAT DOES NOT FEED OR INTERFERE WITH PERSONNEL ACCESS.

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China Cat Productions  
540 W MADISON ST.  
SUITE 200  
CHICAGO, IL 60641

**FULLERTON**  
ENGINEERING & DESIGN

100 W. SOUTH WABER AVE. SUITE 200  
ROCKFORD, ILLINOIS 61101  
TEL: 815-398-1100  
FAX: 815-398-1101  
WWW.FULLERTON-ENG.COM

PROJECT NO. 100-100-100  
SHEET NO. 100-100-100  
DATE: 10/10/2010

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SHEET NO. 100-100-100  
DATE: 10/10/2010

PROJECT NO. 100-100-100  
SHEET NO.



### CABINET LOAD ONE-LINE DIAGRAM

China Cat Productions  
540 W MADISON ST.  
SUITE 2500  
CHICAGO, IL 60661

THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS, AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE INSURER AND SHALL BE RESOLVED BEFORE PROCEEDINGS WITH THE WORK. ALL WORK CONSTRUCTION SHALL BE IN A SUPERFICIAL MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.

IT IS THE INTENTION OF THESE DRAWINGS TO ALLOW THE COMPLETED INSTALLATION THE WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL ORDINANCES TO SAFELY ERECTED ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.

THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMEN WHO ARE COMPETENTLY FAMILIAR WITH THE WORK REQUIRED IN THE NEIGHBORHOOD AND WHO ARE COMPLETELY FAMILIAR WITH THE WORK REQUIRED AND TENDERS NEEDED FOR THE PROPER PERFORMANCE OF THE WORK.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES CONSTRUCTION CONTRACTOR WILL BE RESPONSIBLE TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR AND WITH CONSTRUCTION DURING THE COURSE OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER PERFORMANCE OF THE WORK.

THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL ORDINANCES, LATEST EDITION, LATEST VERSION WHEN LOCAL ORDINANCES ARE MORE STRINGENT, THEY SHALL GOVERN.

ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MARKINGS ARE REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA), IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE NECESSARY LIGHTING AND MARKINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER PERFORMANCE OF THE WORK.

1. ALL WORK SHALL BE ACCOMPLISHED IN CONFORMANCE WITH ALL LOCAL, STATE AND FEDERAL CODES OR ORDINANCES. THE RIGHT ATTENDANCE CODE SHALL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS. ANY PART DAMAGE TO ADJACENT PREMISES WILL BE CORRECTED AT THE CONTRACTORS EXPENSE.
2. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ACCESS TO THE BUILDING. THE CONTRACTOR SHALL BE GIVEN AND THE BUILDING INSPECTION DEPARTMENT WILL HAVE RECOMMENDED THAT GROUPED OF TWO OR THREE UNITS BE SCHEDULED AT ONE TIME IF POSSIBLE.
3. THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE TOTAL BID PACKAGE PRIOR TO BID ADVERTISING. IT IS RESPONSIBLE FOR REVIEW OF THE TOTAL BID PACKAGE PRIOR TO BID ADVERTISING.
4. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
5. FURNISH THE CONTRACTOR SHALL OBTAIN AND PAID FOR ALL REQUIRED PERMITS, LICENSES, THEIR INSTRUCTIONS, ETC.
6. RECORD DRAWINGS, MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS, ETC. BETWEEN THE WORK AS ORDERED AND INSTALLED, RECORDED 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 CONTRACTORS CONSTRUCTION SHALL BE REPAIRED AND REINSTALLED TO CORRECTS INTERACTION AT CONTRACTORS EXPENSE.
8. CONTRACTORS SHALL COORDINATE THE CONSTRUCTION OF BUILDING WITH THE PROPERTY OWNERS SO AS TO AVOID INTERFERENCES TO PROTECT OWNERS OPERATIONS.

[illegible]DOWNS GROVE  
WATER TANK

SITE ADDRESS:  
3001 HILLAND AVE  
OCEANOGRAPHY II 6000

<div style="border: 1px solid black; padding: 2px;"> <b>GUEST NAME</b> </div>
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GENERAL  
NOTES

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SCALE: NTA	1
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GENERAL NOTES

Site: 3801 Highland Avenue

Exhibit #3  
(N/A)