

**AGENDA
VILLAGE OF DEERFIELD
CABLE & TELECOMMUNICATIONS COMMISSION**

Tuesday, October 27, 2015
7:00 PM
Community Conference Room

- I.** CALL TO ORDER– 7:00 PM

- II.** APPROVAL OF MINUTES
 - A. May 5, 2015

- III.** PUBLIC COMMENT

- IV.** VERIZON LEASE UPDATE

- V.** AT&T REVISED LEASE OPTIMIZATION PROPOSAL

- VI.** SMALL CELL ORDINANCE DISCUSSION
 - A. Glencoe Example Ordinance
 - B. Small Cell Project –Verizon Wireless

- VII.** ADJOURNMENT

Next Meeting Date – TBD

**DRAFT MEETING MINUTES
CABLE AND TELECOMMUNICATIONS COMMISSION
May 5, 2015**

The Cable and Telecommunications Commission met in the Community Conference Room of the Village Hall at 7:00 p.m. on Tuesday, May 5, 2015. In attendance were:

Present:

Alan Barasky
Neil Charak
Greg Lapin
Steven Robinson
John Sanner
Adam Simon
Ken Urbaszewski

Absent:

Paul Diambri, Chair
John Chaput

Also Present:

Andrew Lichterman, Assistant to the Village Manager

In the absence of Chairman Paul Diambri; Vice-Chair Steven Robinson oversaw the meeting.

Minutes

A motion to approve the minutes from the March 24, 2015 meeting was made by Commissioner Urbaszewski and seconded by Commissioner Barasky. The motion passed unanimously.

Public Comment

There was no one present for public comment.

AT&T Annual Report

Vice Chair Robinson noted that there are large discrepancies between the number of complaints noted in the AT&T report compared to the Comcast report that was reviewed at last meeting. Vice Chair Robinson noted that AT&T reported 974 complaints in 2014 and Comcast reported 96 complaints. Commissioner Simon suspects since AT&T is a State franchise agreement their numbers reflect the entire State, whereas Comcast is specific to Deerfield. Commissioner Simon noted that these reports are presented to the Illinois Commerce Commission and the information contained in the reports is pursuant to the Cable and Video Customer Protection Law.

Verizon Lease Revisions

Vice Chair Robinson noted reviewed an email from Village Attorney Coblenz regarding the final revisions to the Verizon lease agreement, based on the Commission's input. He noted the lease requires liability insurance of \$2 million and authorizes the Village to review insurance limits once during each renewal term, and require an increase in insurance coverage at that time. This was recommended by Chairman Diambri at the last meeting.

Vice Chair Robinson also advised that Attorney Coblenz included a new requirement for submission of an engineering study including a right to terminate the lease if the engineering study discloses that the antenna facilities would prejudice or impair the primary function of the tower.

Lastly, it was noted that Verizon can only terminate the lease after the fifth anniversary date of the lease for technological reasons, or if Verizon determines the antenna facilities have become impracticable or unnecessary for wireless communications.

Vice Chair Robinson expressed his appreciation to all commissioners and of Attorney Coblenz to get the lease into this draft form. He noted that the changes in the lease are consistent with the motion for approval at the last meeting.

Mr. Lichterman thanked the Commission for their consent and stated that a report and recommendation seeking authorization to approve a lease with Verizon will be presented to the Village Board for consideration at an upcoming meeting.

AT&T Cable Broadcasting

Mr. Lichterman noted that the transition to broadcast AT&T public access completely in-house was successfully completed as of April 30, 2015. The Village no longer relies on the Highland Park Public Access Studio for any cable broadcasting and channels 17 & 18 have been eliminated. This transition will save the Village tens of thousands of dollars over the next 5 years.

T-Mobile Monopole Proposal

Commissioner Lapin and Commissioner Simon recused themselves from the discussion. Mr. Lichterman noted that in his conversations with Park District Executive Director, Rick Julison, it was noted that the Park Board would only want to move forward with the proposal from T-Mobile if they received a letter from the Village Board stating they are in favor of the use. Vice Chair Robinson acknowledged the obstacles with the Park District's request and as an alternative offered that the Cable and Telecommunications Commission could provide a letter to the Park District concurring with the need for the T-Mobile cellular antennas and offer technical review and assistance. Mr. Lichterman stated that he would convey that to the Park District and work with the Commission to prepare a letter if the Park District wanted to proceed in that direction.

Adjournment

Commissioner Barasky made a motion to adjourn. The motion was seconded by Commissioner Charak. The motion was unanimously approved. The meeting was adjourned at 8:11 PM.

Respectfully submitted,
Andrew S. Lichterman
Assistant to the Village Manager

Andrew Lichterman

From: Abe McDonald <amcdonald@md7.com>
Sent: Thursday, July 30, 2015 8:18 AM
To: Andrew Lichterman
Subject: FA Number: 10006369 - AT&T Antenna Lease for Deerfield
Attachments: FA 10006369 - Critical Review.pdf; MapRadius.PNG

Good Morning Andrew,

Thanks for taking time out of your day to speak with me about your site located at 850 WAUKEGAN ROAD. Per our discussion, AT&T is currently undertaking a review of its network in order to remain competitive in an ever-evolving industry fueled by rapidly advancing technology. Changes in consumer needs have forced carriers to re-evaluate how and where they build their networks, and in turn, how they derive value from their site leases.

After having reviewed the attached term sheet, please contact me so we can discuss how to proceed.

I look forward to speaking with you soon.

*Andrew – I have also included four (4) other antenna sites that we have currently worked and negotiated lower rents within a 2.5 mile radius of this location (map included in attachments [your site is the star on the map]). As mentioned, Andrew, AT&T really does need to work with on this site, as they aren't asking for the world in a reduction nor language changes to the lease, but in order for us to apply our small cell sites in this area and around these towers, this needs to make sense.

Sites within 2.5 miles:

1. 540 Lake Cook Rd. - \$2600/month
2. 102 Wilmot Rd. - \$1658.88/month
3. 1200 Saunders Rd - \$2400/month
4. 2051 Waukegan Rd - \$2000/month

Thank You,

Abe McDonald
Md7 | Lease Consultant
10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130
o 858.799.0433 | f 858.408.3090

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July 29, 2015

Andrew Lichterman
Village of Deerfield
850 Waukegan Rd.
Deerfield, IL 60015

Re: Communications Facility located at 850 WAUKEGAN ROAD, DEERFIELD, IL 60015

FA#: 10006369

Dear Landlord,

As you are aware, AT&T Mobility ("AT&T") has partnered with Md7 to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site's value to the network.

Changes in the Wireless Industry

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

Eliminating Risk and Increasing Value

AT&T is addressing this shift by reviewing its cell site portfolio. AT&T has partnered with Md7 to offer selected landlords like you the opportunity to minimize the business risks associated with industry uncertainties and to increase the value of your cell site lease.

Criteria for Cellular Site Retention/Rent Guarantee Period

AT&T is willing to offer the following option to secure a longer-term lease with you:

- **\$38,000.00** per year, commencing **December 12, 2015**
- **10%** rent increase every 5 years, commencing **December 22, 2020**
- Extension of Lease through **December 11, 2045**

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. This letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to work toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come.

Thank you for your consideration.

Sincerely,

Abe McDonald

Md7 | Lease Consultant
10590 West Ocean Air Dr.
San Diego, CA 92130
o 858-799-0433
amcdonald@md7.com

Authorized Agent for AT&T Mobility

cc: Gregory D. Ohmer

Area Manager Real Estate Transaction, AT&T Mobility



Sample Amendment Template

_____ **AMENDMENT TO LEASE/AGREEMENT/LICENSE**

THIS _____ AMENDMENT TO LEASE/AGREEMENT/LICENSE (“_____ Amendment”) dated as of the later date below is by and between _____, successor in interest to _____, having a mailing address at _____ (hereinafter referred to as “Landlord/Licensor”) and New Cingular Wireless PCS, LLC, successor by merger to _____, having a mailing address at 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as “Tenant/Licensee”).

WHEREAS, Landlord/Licensor and Tenant/Licensee (or their predecessors in interest) entered into a Lease/Agreement/License dated _____, _____, as amended by First Amendment to Lease/Agreement/License dated _____, _____, (hereinafter, collectively, the "Lease/Agreement/License"), whereby Landlord/Licensor leased to Tenant/Licensee certain Premises, therein described, that are a portion of the Property located at _____; and

WHEREAS, Landlord/Licensor and Tenant/Licensee desire to extend the term of the Lease/Agreement/License; and

WHEREAS, Landlord/Licensor and Tenant/Licensee desire to modify, as set forth herein, the Rent (as defined below) payable under the Lease/Agreement/License; and

WHEREAS, Landlord/Licensor and Tenant/Licensee, in their mutual interest, further wish to amend the Lease/Agreement/License 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, Landlord/Licensor and Tenant/Licensee agree as follows:

1. **Term.** The term of the Lease/Agreement/License shall be amended to provide that the Lease/Agreement/License has a new initial term of _____ (___) months (“New Initial Term”), commencing on _____, _____ (“New Term Commencement Date”). As of such New Term Commencement Date, all remaining renewal terms in the Lease/Agreement/License except as set forth herein shall be void and of no further force and consequence. The Lease/Agreement/License will be automatically renewed for up to _____ (___) additional _____ (___) month terms (each an “Extension Term”) upon the same terms and conditions of the Lease/Agreement/License, as amended herein, without further action by Tenant/Licensee, unless Tenant/Licensee notifies Landlord/Licensor in writing of Tenant/Licensee’s intention not to renew the Lease/Agreement/License at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter, the defined term “Term” shall include the New Initial Term and any applicable Extension Term. Landlord/Licensor agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant/Licensee may continue to use and exercise its rights under the Lease/Agreement/License as permitted prior to the New Initial Term.

2. **Modification of Rent.** Commencing on _____, _____, the Rent payable under the Lease/Agreement/License shall be _____ and ___/100 Dollars (\$_____.__) per month/year (the "Rent"), and shall continue during the Term, subject to adjustment, if any, as provided below.

3. **Future Rent Payments.** The Lease/Agreement/License is amended to provide that commencing on _____, _____, Rent shall be fixed during the Initial Term and all Extension Term(s).

4. **Future Rent Increase / Monthly/Annual Payments.** The Lease/Agreement/License is amended to provide that commencing on _____, _____, Rent shall increase by _____ (___ %) percent over the Rent paid during the previous year.

5. **Future Rent Increase / Extension Term Increase.** The Lease/Agreement/License is amended to provide that commencing on _____, _____, Rent shall increase by _____ (___ %) percent and at the beginning of each Extension Term, as applicable.

6. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Landlord/Licensor and Tenant/Licensee, Landlord/Licensor agrees that Tenant/Licensee may add, modify and/or replace equipment 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.

7. **Acknowledgement.** Landlord/Licensor acknowledges that: 1) this _____ Amendment is entered into of the Landlord/Licensor's free will and volition; 2) Landlord/Licensor has read and understands this _____ Amendment and the underlying Lease/Agreement/License and, prior to execution of this _____ Amendment, was free to consult with counsel of its choosing regarding Landlord/Licensor's decision to enter into this _____ Amendment and to have counsel review the terms and conditions of this _____ Amendment; 3) Landlord/Licensor has been advised and is informed that should Landlord/Licensor not enter into this _____ Amendment, the underlying Lease/Agreement/License between Landlord/Licensor and Tenant/Licensee, including any termination or non-renewal provision therein, would remain in full force and effect.

8. **Notices.** Paragraph/Section ___ of the Lease/Agreement/License is hereby deleted in its entirety and replaced with the following:

"NOTICES. All notices, requests, demands and communications 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 as follows:

If to Tenant/Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # _____
Cell Site Name _____ (___); Fixed Asset No.: _____

575 Morosgo Drive NE
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # _____
Cell Site Name _____ (____); Fixed Asset No: _____
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord/Licensor:

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

9. **Charges.** All charges payable under the Lease/Agreement/License such as utilities and taxes shall be billed by Landlord/Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord/Licensor, and shall not be payable by Tenant/Licensee. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord/Licensor. The provisions of this subsection shall survive the termination or expiration of the Lease/Agreement/License.

10. **Memorandum of Lease/Agreement/License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease/Agreement/License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

11. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease/Agreement/License and this _____ Amendment, the terms of this _____ Amendment shall control. Except as expressly set forth in this _____ Amendment, the Lease/Agreement/License otherwise is unmodified and remains in full force and effect. Each reference in the Lease/Agreement/License to itself shall be deemed also to refer to this _____ Amendment.

12. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease/Agreement/License.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this _____ Amendment on the date and year below.

LANDLORD/LICENSOR:

_____,

TENANT/LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

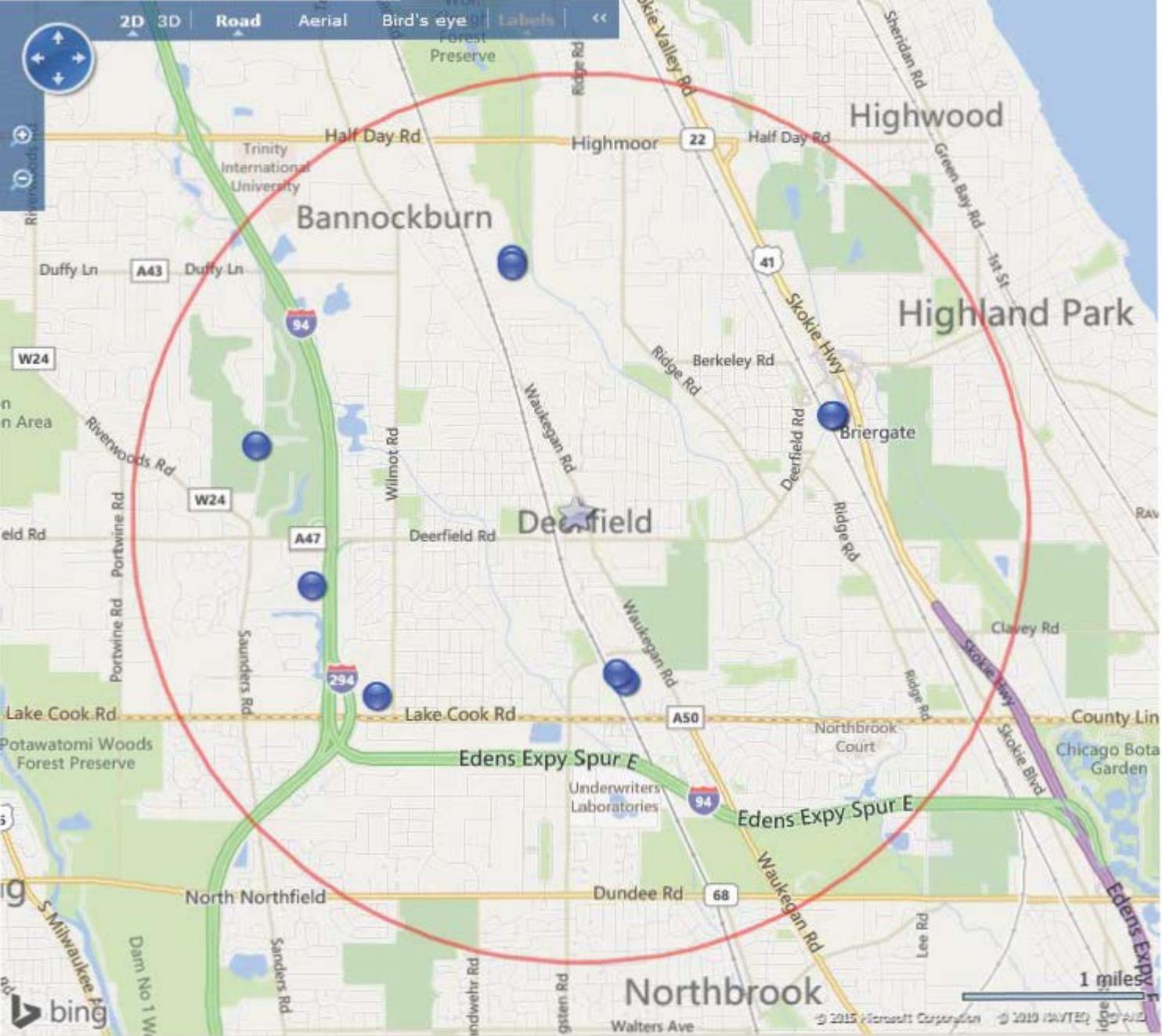
Title: _____

Date: _____

Date: _____

Attachment 1

Memorandum of Lease/Agreement/License



Search radius (m): 2.5

1 miles

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CELLULAR ANTENNA SURVEY

Village of Deerfield

Carrier	Type	Commencement	Terms	Initial Annual Rent	Current Annual Rent	Next Increase Date	Percentage of Next Increase
→ AT&T Mobility	Monopole	2010	10 years with 3 successive 5 year terms	\$36,000	\$41,733	2016	3%
T-Mobile	Monopole	2009	10 years with 3 successive 5 year terms	\$33,600	\$38,951	Sept. 2015	3%
US Cellular	Monopole	2009	10 years with 3 successive 5 year terms	\$36,000	\$40,518	Aug. 2015	3%
Verizon	Monopole	2008	10 years with 3 successive 5 year terms	\$38,400	\$44,516	Oct. 2015	3%
T-Mobile	Water Tower	2007	3 years with 7 successive renewal terms of 3 years	\$24,000	\$31,582	2016	4%
Verizon (proposed)	Water Tower	2015	5 years with 4 successive 5 year terms	\$34,560*	-	-	3%

*Plus \$5,000 one-time signing bonus

VILLAGE OF GLENCOE

ORDINANCE NO. 2012-_____-_____

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE
GLENCOE ZONING CODE RELATING TO PERSONAL WIRELESS
SERVICE AND PUBLIC UTILITY FACILITIES AND INFRASTRUCTURE**

WHEREAS, the Village of Glencoe Zoning Code contains existing regulations for public utility and personal wireless service ("**PWS**") facilities, and related infrastructure; and

WHEREAS, changes in technology have impacted the development, use, character, and deployment of PWS and utility facilities in the Village; and

WHEREAS, pursuant to Resolution R-09-2012, the Village Board authorized and directed the Zoning Commission to conduct a public hearing and recommend proposed amendments to the Village's Zoning Code regarding consideration of potential amendments to the Zoning Code relating to PWS and public utility facilities and infrastructure located on zoning lots and rights-of-way within the Village (collectively, the "**Facilities**"), including, without limitation, review of the following sections of the Zoning Code: 3-102A7, 3-103G, 4-102E4, 4-103E, and 8-101(D); and

WHEREAS, pursuant to notice duly published in the *Glencoe News*, the Zoning Commission of the Village of Glencoe did on June 4, 2012 commence a public hearing on possible modifications to the Glencoe Zoning Code regarding the Facilities, which public hearing concluded on _____, June 4, 2012; and

WHEREAS, based on the evidence presented at that public hearing, the Zoning Commission recommended approval of certain amendments to the Zoning Code regarding the Facilities; and

WHEREAS, having considered the recommendations of the Zoning Commission, the President and Board of Trustees have determined that the best interests of the Village and its residents will be served by amending the Village's Zoning Code as hereinafter set forth;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Glencoe, County of Cook, State of Illinois, as follows:

SECTION ONE: **Recitals.** The foregoing recitals are by this reference made a part of this Ordinance as if fully set forth in this Section.

SECTION TWO: **Amendments to Section 3-102A7 of the Glencoe Zoning Code.**
Paragraph 7, entitled "Personal Wireless Services Antennae," of Subsection A, entitled "R-A and R-B Single Family Residential Districts, of Section 3-102, entitled "Permitted Uses," of Article III, entitled "Residential Districts," of the Glencoe Zoning Code, shall be and is hereby amended to hereafter be and read as follows:

"3-102 PERMITTED USES

The following uses and no others are permitted as of right in residential districts.

A. R-A and R-B Single Family Residential Districts

7. Personal Wireless Services Antennae, with or without antenna support structures and related equipment, but only if: (a) located on property owned or occupied by the Village and lying west of the Edens Expressway ~~or on existing utility poles on zoning lots or rights-of-way~~, subject to the standards in Paragraph 5-101D12 of this Code, and not including personal wireless services antennae located on a tower-; or (b) on existing utility poles on zoning lots or rights-of-way, subject to the standards in Paragraph 5-101D14.

SECTION THREE: **Amendments to Section 3-103G of the Glencoe Zoning Code.**

Subsection G, entitled "Personal Wireless Service Antennae with or without Antenna Support Structures or Located on Towers," of Section 3-103, entitled "Special Uses," of Article III, entitled "Residential Districts," of the Glencoe Zoning Code, shall be and is hereby amended to hereafter be and read as follows:

"G. Personal Wireless Service Antennae with or without Antenna Support Structures or Located on Towers, provided that such personal wireless services antennae may be located only on a zoning lot owned or occupied by the Village, the Glencoe Park District, the Glencoe Elementary School District, the Forest Preserve District of Cook County, a place of public worship, a public right-of-way, or a private golf club. No special use

permits authorizing construction of a new antenna support structure or addition to, enlargement of, or expansion of use of an existing antenna support structure shall be authorized unless the applicant is able to demonstrate: (1) that no lawfully pre-existing antenna support structure, or (2) for a proposed tower, that no lawfully pre-existing building or structure is available, on commercially reasonable terms, and sufficient for the location of an antenna necessary for the provision of personal wireless services. Any such personal wireless services antennae shall also be subject to the standards in Paragraph 5-101D12 or Paragraph 5-101D13, as applicable.

SECTION FOUR: Amendments to Section 4-102E4 of the Glencoe Zoning Code.

Paragraph 4, entitled "Personal Wireless Services Antennae," of Subsection E, entitled "Transportation and Utility Services," of Section 4-102, entitled "Permitted Uses," of Article IV, entitled "Business Districts," of the Glencoe Zoning Code, shall be and is hereby amended to hereafter be and read as follows:

"4. Personal Wireless Services Antennae, with or without antenna support structures and related equipment, but only if: (a) located on property owned or occupied by the Village ~~or on existing utility poles on zoning lots or rights-of-way~~, and subject to the standards in Paragraph 5-101D12 of this Code, and not including personal wireless services antennae located on a tower-; or (b) on existing utility poles on zoning lots or rights-of-way, subject to the standards in Paragraph 5-101D14.

SECTION FIVE: Amendments to Section 5-101D124-103E of the Glencoe

Zoning Code. Subsection E, entitled "Personal Wireless Services Antennae Located on Towers," of Section 4-103, entitled "Special Uses," of Article IV, entitled "Business Districts," of the Glencoe Zoning Code, shall be and is hereby amended to hereafter be and read as follows:

E. Personal Wireless Services Antennae either: (1) located on the ground, a building, or a utility pole within a zoning lot or right-of-way but not otherwise permitted; or (2) located Located on Towers, provided, however, that no such special use permit shall be granted unless the Board of Trustees shall find that, in addition to the other applicable standards for a special use permit, the evidence establishes that there is a community need for such antenna and tower at the location proposed and that such antenna and tower comply with the standards set forth in Paragraph 5-101D13 of this Code. No special use permits authorizing construction of a new tower or addition to, enlargement of, or expansion of use of a lawfully existing tower shall be authorized unless the applicant is able to demonstrate that no lawfully pre-existing antenna support structure or lawfully pre-existing building or structure is available on commercially

reasonable terms, and sufficient for the location of an antenna necessary for the provision of personal wireless services.

SECTION SIX: Amendments to Section 5-101D of the Glencoe Zoning Code.

Subsection D, entitled "Special Regulations Applicable to Particular Accessory Structures and Uses," of Section 5-101, entitled "Accessory Structures and Uses," of Article V, entitled "District Regulations of General Applicability," shall be and is hereby amended by adding a new Paragraph 14 to be entitled "Personal Wireless Services Antennae and Related Equipment on Existing Utility Poles," which new Paragraph 14 shall hereafter be and read as follows:

14. Personal Wireless Services Antennae and Related Equipment on Existing Utility Poles. *Personal wireless services antennae and related equipment shall be permitted to be attached to existing utility poles within public rights-of-way and on zoning lots in the Residential and Business Districts, subject to the following regulations:*

(a) **Unavailability of Village Sites; Rights-of-Way.** *No personal wireless services antenna shall be permitted on any utility pole located on a lot that is not owned or occupied by the Village unless the applicant is able to demonstrate that no such Village-owned or occupied property is available, on commercially reasonable terms, and sufficient for the location of an antenna necessary for the provision of personal wireless services. Any personal wireless services antenna or related equipment may only be attached to an existing utility pole within a public right-of-way in accordance with the requirements of Article IX of Chapter 30 of the Village Code (or any successor provisions of the Village Code governing construction of utility facilities in the rights-of-way).*

(b) **Number Limitation.** ~~*[To be determined]*~~ **Not more than one personal wireless services antenna or antenna support structure may be located on a single utility pole.**

(c) **Attachment to Utility Poles; Limitations.** *No such personal wireless services antenna or antenna support structure shall be attached to a utility pole unless all of the following conditions are satisfied:*

(i) **Size.** *The personal wireless services antenna and related equipment shall not exceed ~~_____~~four (4) square feet in antenna surface area or ~~_____~~four (4) feet in any dimension.*

(ii) **Height.** *The personal wireless services antenna and related equipment shall not extend more than*

~~_____~~seven (7) feet above the height of the utility pole to which it is attached.

- (iii) Mounting. The personal wireless services antenna and related equipment shall be designed to withstand a wind force of 100 miles per hour without the use of supporting guy wires.
- (iv) Color. The personal wireless services antenna and related equipment shall be a color that blends with the ~~trees surrounding~~surroundings of the pole on which it is mounted. Any wiring on the pole must be covered with an appropriate cover or cable shield.
- (v) Grounding. The personal wireless services antenna and related equipment structure shall be bonded to a grounding rod.
- (vi) Other Standards. The personal wireless services antenna and related equipment shall satisfy such other design and construction standards as are required in the Building Code and other ordinances, codes, or regulations to ensure safe construction and maintenance of the personal wireless services antenna and its support structure.

(d) Separation and Setback Requirements. Personal wireless services antennae and related equipment attached to a utility pole shall be located no closer than 100 feet to any residential building, and no closer than 500 feet from any other personal wireless services antenna, unless expressly authorized in writing by the Village Manager or the Manager's designee pursuant to Article IX of Chapter 30 of the Village Code.

(e) Guy Wires Restricted. No guy or other support wires shall be used in connection with such personal wireless services antenna or its related equipment.

(f) Equipment Enclosures. All electronic and other related equipment and appurtenances necessary for the operation of any personal wireless services antenna shall comply fully with the Article IX of Chapter 30 of the Village Code.

(g) Screening. See ~~Subsections 5-106E~~Subsection 30-86(e) of ~~this~~the Village Code for landscaping and screening requirements applicable to ground mounted antennae and related equipment.

(h) Licenses and Permits. The provider of every personal wireless services antenna shall maintain all licenses and permits required by other agencies and governments with jurisdiction over

the design, construction, location and operation of such antenna. In addition, any such operation shall provide copies of such licenses and permits and provide evidence of renewal or extension thereof when requested by the Village Manager.

(i) Abandonment and Removal. When one or more personal wireless services antennae or related equipment are not operated for the provision of personal wireless services for a continuous period of 12 months or more, such personal wireless services antenna, antenna support structure, or related equipment may be deemed to be abandoned by the Village. The owner of such personal wireless services antenna or related equipment shall remove such items within 90 days following the mailing of written notice that removal is required. Such notice shall be sent by certified or registered mail, return receipt requested, by the Village to such owner at the last known address of such owner.

SECTION SIXSEVEN: Amendments to Section 8-101D of the Glencoe Zoning

Code. Subsection D, entitled "Exempt Uses," of Section 8-101, entitled "General Applicability," of Article VIII, entitled "Applicability, Scope, and Construction," of the Glencoe Zoning Code, shall be and is hereby amended to hereafter be and read as follows:

D. Exempt Uses. The following utility uses are exempt from the provisions of this Code: poles, wires, cables, ~~postal boxes~~, conduits, vaults, laterals, pipes, mains, and valves, and postal boxes or equipment cabinets not larger than 50 inches in width, 26 inches in depth, or 63 inches in height (but not including substations located on or above the surface of the ground), for the distribution to consumers of telephone, cable television or other communications, electricity, gas or water, or for the collection of sewage or surface water. All such uses shall, however, comply with the subdivision and other applicable ordinances of the Village. Any utility uses or facilities that are not exempt under this provision or otherwise permitted under the applicable Zoning District regulations of this Code may be authorized pursuant to a special use permit.

SECTION SEVENEIGHT: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, publication in pamphlet form, and posting in the manner provided by law.

PASSED THIS _____ DAY OF _____, 2012.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ DAY OF _____, 2012.

Village President

ATTEST:

Village Clerk

Published in pamphlet form this ____ day of _____, 2012.

Village Clerk

Posted this ____ day of _____, 2012.

Village Clerk

Approved as to form.

Village Attorney

Municipality	Does your municipality allow "small cell" wireless antenna facilities?	If yes, do you allow them on the:			If "small cell" wireless antenna facilities are allowed, does your municipality regulate them under:			Please provide citations to the relevant code sections:
		Public right-of way?	Private property?	Zoning Regulations	Streets and Rights-of-way Regulations	Other		
Arlington Hts.	Yes.	Yes.	Yes.	Yes.				
Bannockburn	Yes.	Yes.	No.			Special Use Permit required.		
Barrington	No. Special use in CT Overlay District.					Cellular facilities are only permitted by special use in the CT Overlay District.		
Bartlett								
Deerfield	Subject to Zoning but none currently.	Most likely.		Yes.		Would be subject to Zoning Approval.		
Elk Grove	Yes.	Yes.		No.	No.	Do not currently have specific regulations.		
Fox Lake	Fox Lake has no regulations and has never addressed the issue. We have nothing in our codes as relates to small cellular antennas.							
Hoffman Estates	Yes.	Yes.	Yes.	Yes.	No.	ROW requires license agreement - Private covered by Zoning	See attached.	
Niles	No.	No.						
Schaumburg	Yes. The village is currently talking with Verizon—we currently do not allow small cells within the village, but it would be a part of our ROW ordinance if we pursue small cell antennas and there would be certain zoning regulations for small cells on private property.			Yes.	Yes.			
Streamwood	Yes.	Yes.	Yes.	Yes.	Yes.			
Wilmette	Yes.	Yes.	Yes.	Yes - on private property.		They have been permitted in the public right-of-way on existing ComEd poles.	See attached.	

If your municipality regulates "small cell" wireless antenna facilities under its zoning powers, are these facilities:				On what types of structures has your municipality been approached for installation of "small cell" wireless antenna facilities?			
Municipality	Permitted uses?	Special or conditional uses?	Allowed with variations or other relief?	Municipal light standards	Municipally-owned utility poles	Utility company-owned utility poles	Other Describe:
Arlington Hts.	Yes.			Yes.			
Bannockburn		Yes.				Yes.	
Barrington	No.	Yes.	Yes.				No requests as of yet.
Bartlett							Antennas on Water Towers.
Deerfield		Yes.		Yes.	Yes.	Yes.	
Elk Grove							
Fox Lake							
Hoffman Estates	Yes.	Yes.	No.	Yes.	No.	No.	No.
Niles	No.	Yes.	Yes.	Yes.	Yes.	Yes.	Street Traffic Signals.
Schaumburg	No.	Yes.	No.	Yes.	Yes.	No.	No.
Streamwood		Yes.		No.	No.	Yes.	No.
Wilmette		Yes - on private property.				Yes - ComEd.	Metra parking lot light standards.

On what types of structures has your municipality authorized installation of "small cell" wireless antenna facilities?

Municipality	Municipal light standards	Municipally-owned utility poles	Utility company-owned utility poles	Other Describe:
Arlington Hts.	Yes.			
Bannockburn			Yes.	Only allowed in the retail district on a ComEd pole.
Barrington				No requests as of yet.
Bartlett				Antennas on Water Towers.
Deerfield				None as of yet.
Elk Grove				
Fox Lake				
Hoffman Estates	Yes.	No.	No.	No formal authorization for installation has taken place.
Niles	No.	No.	No.	
Schaumburg	No.	No.	No.	No.
Streamwood	No.	No.	Yes.	No.
Wilmette			Yes - ComEd.	