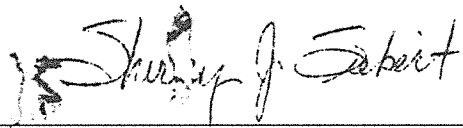


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Shirley J. Siebert, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Ordinance #**0-18-029 AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WOOD DALE TO PROVIDE FOR THE REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES** to The City Of Wood Dale, DuPage County, Illinois, IN WITNESS WHEREOF, I have hereunto Subscribed my name and affixed the seal of the City of Wood Dale, this 16TH day of August, 2018.



City Clerk, Shirley J. Siebert
City of Wood Dale
DuPage County, Illinois

SEAL

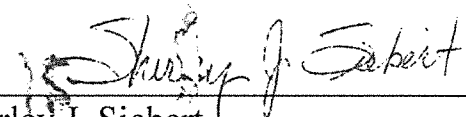


#O-18-029

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WOOD DALE
TO PROVIDE FOR THE REGULATION OF AND APPLICATION FOR SMALL WIRELESS
FACILITIES**

Passed: August 16, 2018
Published in Pamphlet Form: August 16, 2018

I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached Ordinance is a true and correct copy o **#O-18-029 AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WOOD DALE TO PROVIDE FOR THE REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES** Passed and approved by the City Council of the City of Wood Dale August 16, 2018, hereby published in pamphlet form August 16, 2018.



Shirley J. Siebert
City Clerk

SEAL



ORDINANCE NO. O-18-029**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF WOOD DALE TO PROVIDE FOR THE REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES****COMMITTEE VOTE:**

Approve 6-0

BACKGROUND:

The Small Wireless Facilities Deployment Act was recently signed into law, providing for regulation of 5G deployment and other wireless technology. The Act ensures that local governments have a role and authority in the permitting process of the new equipment.

ANALYSIS:

The Act was introduced in response to advanced and changing technologies and the need for infrastructure to better serve the communications industry. The Act applies to municipalities with a population below 1,000,000, exempting the City of Chicago. Many Illinois municipalities balked at the legislation, for a variety of reasons; but it was signed into law nonetheless. The Illinois Municipal League and various other attorneys groups worked together to develop model ordinances and associated documents in response to the new law. We have used the model documents as a basis for the attached ordinance and for the license agreement and application which will be used upon adoption of the ordinance. If the City does not adopt its own ordinance, those applying to install small cell facilities need only comply with the Act.

Note that any fees that are required or allowed as part of this Act will be incorporated into the Master Fee Schedule with its final approval.

DOCUMENTS ATTACHED

- ü An Ordinance Amending the Municipal Code of the City of Wood Dale to Provide for the Regulation of and Application for Small Wireless Facilities
- ü Master Pole Attachment Agreement

**AN ORDINANCE AMENDING THE MUNICIPAL CODE
OF THE CITY OF WOOD DALE TO PROVIDE FOR THE REGULATION
OF AND APPLICATION FOR SMALL WIRELESS FACILITIES**

WHEREAS, the City of Wood Dale (“City”) is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, the City has the authority under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances pertaining to the public health, safety and welfare; and

WHEREAS, the City is further empowered by the Illinois Municipal Code, 65 ILCS 5/11-80-1 *et seq.*, to regulate the use of public rights of way in the City to allow provision of utility and other essential services to City residents and businesses; and

WHEREAS, the demand for personal wireless telecommunications services has resulted in an increased demand nationwide and in the State from wireless operators to locate small wireless telecommunication facilities on utility and street light poles and other structures within the public rights-of-way and associated locations; and

WHEREAS, in response to this demand, the Illinois General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (“Act”), which became effective on June 1, 2018; and

WHEREAS, the City is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way as long as such regulations and restrictions do not conflict with State and federal law; and

WHEREAS, the Act sets forth the requirements for the collocation of small wireless facilities by local authorities; and

WHEREAS, in accordance with the requirements of the Act, the Mayor and City Council of the City find that it is in the best interests of the public health, safety and welfare of the City to amend the City of Wood Dale Municipal Code to establish regulations consistent with the Act for the regulation, design, permitting, location, construction, deployment, operation, maintenance, repair and removal of small wireless facilities within the public rights-of-way and in other locations within the jurisdiction of the City.

NOW, THEREFORE, be it ordained by the Corporate Authorities of the City of Wood Dale as follows:

SECTION ONE: The recitals set forth hereinabove are incorporated in this Section 1 as though fully set forth herein.

SECTION TWO: Chapter 16 of the Municipal Code is hereby amended as follows:

Chapter 16

CABLE, AND VIDEO AND SMALL WIRELESS FACILITIES

**Article I
GENERAL**

...

B. Definitions: Definitions for purposes of this article as pertaining to cable and video are contained in article III, section 16.302 of this chapter.

...

**Article III
CONSTRUCTION OF UTILITY FACILITIES IN RIGHTS OF WAY**

Sec. 16.301. Purpose And Scope.

...

C. Facilities Subject To This Article: This article applies to all facilities on, over, above, along, upon, under, across, or within the rights of way within the jurisdiction of the city, except for Small Cell Wireless Facilities which are subject to the provisions set forth in article VI. A facility lawfully established prior to the effective date of this article may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.

...

E. Effect Of Franchises, Licenses, Or Similar Agreements:

...

2. Telecommunications Providers: In the event of any conflict with, or inconsistency between, the provisions of this article and article VI and/or the provisions of any franchise, license or similar agreement between the city and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

...

**Article VI
SMALL WIRELESS FACILITIES**

- 16.601 Purpose and Scope
- 16.602 Definitions
- 16.603 Zoning

- 16.604 Permit, Application Process
- 16.605 Application Fees, Bond
- 16.606 Annual License Fee
- 16.607 Pole Attachment Agreement
- 16.608 Collocation Requirements and Conditions
- 16.609 Pre-Existing Agreements
- 16.610 Abandonment
- 16.611 Dispute Resolution
- 16.612 Indemnification
- 16.613 Insurance
- 16.614 Maintenance
- 16.615 Permit Suspension and Revocation
- 16.616 Exceptions to Application
- 16.617 Severability

Sec 16.601 Purpose and Scope.

- A. Purpose. The purpose of this article is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the city's jurisdiction, or outside the rights-of-way on property zoned by the city exclusively for commercial or industrial use, in a manner that is consistent with the Small Wireless Facilities Deployment Act.
- B. Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this article, the wireless provider shall comply with the requirements of this article to the maximum extent possible without violating federal or State laws or regulations.

Sec. 16.602. Definitions.

For the purposes of this article, the following terms shall have the following meanings:

ANTENNA: communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

APPLICABLE CODES: codes as adopted and amended by the City in Chapter 12, Articles III and IV, and including the National Electric Safety Code.

APPLICANT: any person who submits an application and is a wireless provider.

APPLICATION: a request submitted by an applicant to the city for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

COLLOCATE OR COLLOCATION: to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

COMMUNICATIONS SERVICE: cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended;

telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

COMMUNICATIONS SERVICE PROVIDER: a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

FCC: the Federal Communications Commission of the United States.

FEE: a one-time charge.

HISTORIC DISTRICT OR HISTORIC LANDMARK: a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the City pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

LAW: a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

MICRO WIRELESS FACILITY: a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

MUNICIPAL UTILITY POLE: a utility pole owned or operated by the city in public rights-of-way.

PERMIT: a written authorization required by the city to perform an action or initiate, continue, or complete a project.

PERSON: an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

PUBLIC SAFETY AGENCY: the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

RATE: a recurring charge.

RIGHT-OF-WAY: the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include city-owned aerial lines.

SMALL WIRELESS FACILITY: a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

UTILITY POLE: a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

WIRELESS FACILITY: equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

WIRELESS INFRASTRUCTURE PROVIDER: any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the city.

WIRELESS PROVIDER: a wireless infrastructure provider or a wireless services provider.

WIRELESS SERVICES: any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

WIRELESS SERVICES PROVIDER: a person who provides wireless services.

WIRELESS SUPPORT STRUCTURE: a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

Sec. 16.603. Zoning.

Small wireless facilities shall be classified as permitted uses and shall not be subject to zoning review, if collocated in rights-of-way in any zoning district. Small wireless facilities shall be permitted outside rights-of-way in the following zoning districts: C-1, C-2 and C-3, TCB and I-1 and I-2, as those districts are defined in Chapter 17 of this code, the city's unified development ordinance (UDO). In all other zoning districts, if the small wireless facility is located outside the right-of-way, the city's usual zoning approvals, processes and restrictions shall apply, if zoning approval, processes or restrictions are required by Chapter 17, Article IV of the city's UDO.

Sec. 16.604. Permit, Application Process.

- A. Permit Required. An applicant shall obtain one or more permits from the city to collocate a small wireless facility.
- B. Permit Not Required. The city shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
1. routine maintenance;
 2. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the city in writing at least ten (10) days prior to the planned replacement and includes equipment specifications for the replacement of equipment, including (i) equipment type and model numbers, for the replacement of equipment consistent with the equipment specifications information required on a permit application for original installation; and (ii) information sufficient to establish that the replacement is substantially similar. The city has the sole right and responsibility to determine if a proposed small wireless facility is substantially similar to the existing wireless facility; or
 3. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.
- C. Application Information. An application shall be received and processed, and permits issued shall be subject to the wireless provider providing the following information to the city, together with the city's Small Cell Facilities Permit Application:

1. site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
2. the location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
3. specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
4. the equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
5. a proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved;
6. certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge;
7. in the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the city, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation; and
8. application fee(s) as set forth in Sec. 16.605.

D. Application Process. The city shall process applications as follows:

1. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.
2. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the city fails to approve or deny the application within ninety (90) days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the city in writing of its intention to invoke the deemed approved remedy no sooner than seventy-five (75) days after the submission of a completed application.

The permit shall be deemed approved on the latter of the ninetieth (90th) day after submission of the complete application or the tenth (10th) day after the receipt of the deemed approved notice by the city. The receipt of the deemed approved notice shall not preclude the city's denial of the permit request within the time limits as provided under this article.

3. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the city fails to approve or deny the application within one hundred-twenty (120) days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the city in writing of its intention to invoke the deemed approved remedy no sooner than one hundred-five (105) days after the submission of a completed application.

The permit shall be deemed approved on the latter of the one hundred-twentieth (120th) day after submission of the complete application or the tenth (10th) day after the receipt of the deemed approved notice by the city. The receipt of the deemed approved notice shall not preclude the city's denial of the permit request within the time limits as provided under this article.

4. The city shall deny an application which does not meet the requirements of this article.

If the city determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The city shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant.

The applicant may cure the deficiencies identified by the city and resubmit the revised application once within thirty (30) days after notice of denial is sent to the applicant without paying an additional application fee. The city shall approve or deny the revised application within thirty (30) days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within thirty (30) days of denial shall require the application to submit a new application with applicable fees, and commencement of the city's review period.

The applicant must notify the city in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- E. Completeness of Application. Within thirty (30) days after receiving an application, the city shall determine whether the application is complete and notify the applicant. If an application is incomplete, the city must specifically identify the missing information. An application shall be deemed complete if the city fails to provide notification to the applicant within thirty (30) days after all documents, information and fees specifically enumerated in the city's permit application form are submitted by the applicant to the city.

Processing deadlines are tolled from the time the city sends the notice of incompleteness to the time the applicant provides the missing information.

- F. Tolling. The time period for applications may be further tolled by:

1. An express written agreement by both the applicant and the city; or
2. A local, state or federal disaster declaration or similar emergency that causes the delay.

- G. Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the city shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to twenty-five (25) small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the city may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The city may issue separate permits for each collocation that is approved in a consolidated application.

- H. Duration of Permits. The duration of a permit shall be for a period of not less than five (5) years, and the permit shall be renewed for equivalent durations unless the city makes a finding that the small wireless facilities or the new or modified utility pole

do not comply with the applicable city codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable city code provisions or regulations in effect at the time of renewal.

- I. Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the city by personal delivery to the City Clerk, at City Hall, 404 N. Wood Dale Road, Wood Dale, IL 60190, , or as otherwise allowed by the city. Two copies of all required documents shall be provided, with all drawings to be submitted in a size no larger than 11x17.

Sec. 16.605. Application Fees, Bond.

Application fee(s), bond and insurance requirements are as specified in the city's Master Fee Schedule.

- A. Notwithstanding any contrary provision of state law or local ordinance, application fees to be paid shall be non-refundable.
- B. A bond in the amount as specified in the city's Master Fee Schedule is required for each small wireless facility for the duration of each permit. A cash bond is preferred, but a performance or surety bond is acceptable. A letter of credit will not be accepted to meet this requirement.

Sec. 16.606 Annual License Fee.

A wireless provider shall pay to the city an annual recurring license fee as specified in the Master Fee Schedule to collocate a small wireless facility on a city utility pole located in a right-of-way. The fee shall be payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

Sec. 16.607 Pole Attachment Agreement.

In addition to providing a permit, to collocate a small wireless facility on a municipal utility pole, the city, by and through the city council, and the applicant shall enter into a Master Pole Attachment Agreement, provided by the city for the initial collocation. A copy of said Agreement is attached hereto and incorporated herein by reference as Exhibit A. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the city, by and through the city manager, or his designee, and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement in a form approved by the city manager for such purpose.

Sec. 16.608 Collocation Requirements and Conditions.

- A. Public Safety Space Reservation. The city may reserve space on municipal utility poles for future public safety uses, for the city’s electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the city reasonably determines that the municipal utility pole cannot accommodate both uses.
- B. Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this article. The wireless provider shall ensure that its employees, agents or contracts that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- C. No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The city may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

- D. Electric distribution or transmission system. The wireless provider shall not collocate small wireless facilities on city utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the city utility pole and on the top of the

pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

- E. Code compliance. The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.
- F. Design standards. The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in a city ordinance, written policy adopted by the city, a comprehensive plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.
- G. Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the city may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the city, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

- H. Height Limitations. The maximum height of a small wireless facility shall be no more than ten feet (10') above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

1. Ten feet (10') in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the city, that is located within three hundred feet (300') of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the city, provided the city may designate which intersecting right-of-way within three

hundred feet (300') of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or

2. Forty-five feet (45') above ground level.
 - I. Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variance to the requirements set forth herein pursuant to the provisions set forth in article III, Sec. 16.321.
 - J. Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by an agreement between the city and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
 - K. Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.
 - L. Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.
 - M. Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within one hundred-eighty (180) days after issuance of the permit, unless the city and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within sixty (60) days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the city grants an extension in writing to the applicant.

Sec. 16.609 Pre-Existing Agreements.

Existing agreements between the city and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on city utility poles, that are in effect on June 1, 2018, remain in effect for all

small wireless facilities collocated on the city’s utility poles pursuant to applications submitted to the city before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this article.

A wireless provider that has an existing agreement with the city on the effective date of the Act may accept the rates, fees and terms that the city makes available under this article for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the city that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the city’s utility poles pursuant to applications submitted to the city before the wireless provider provides such notice and exercises its option under this paragraph.

Sec. 16-610. Abandonment.

A small wireless facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within ninety (90) days after receipt of written notice from the city notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the city to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within ninety (90) days of such notice, the city may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the city if it sells or transfers small wireless facilities within the jurisdiction of the city. Such notice shall include the name and contact information of the new wireless provider.

Sec. 16.611. Dispute Resolution.

The Circuit Court of the Eighteenth Judicial Circuit, Wheaton, Illinois, shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the city shall allow the collocating person to collocate on its poles at annual rates as specified in the Master Fee Schedule, with rates to be determined upon final resolution of the dispute.

Sec. 16.612. Indemnification.

A wireless provider shall indemnify and hold the city harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of,

in whole or in part, the use or occupancy of the city improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this article and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the city or its employees or agents. A wireless provider shall further waive any claims that they may have against the city with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

Sec. 16.613. Insurance.

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance in amounts consistent with those set forth in Sec. 16.308, unless altered by the terms of its agreement with the city:

- A. property insurance for its property's replacement cost against all risks;
- B. workers' compensation insurance, as required by law;

OR

- C. commercial general liability insurance with respect to its activities on the city improvements or rights-of-way to afford minimum protection limits.

The wireless provider shall include the city as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the city in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the city. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this section. A wireless provider that elects to self-insure shall provide to the city evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the city.

Sec. 16.614. Maintenance.

A wireless provider shall maintain all small wireless facilities in the city in a condition that maintains the safety, integrity and aesthetics of such facilities. In the event of failure to maintain such facilities, the city shall notify the wireless provider, in writing, addressed to the individual set forth in the application for permit, of the identified maintenance issue. Except in the event of an emergency affecting the public health and safety which requires an immediate response, the wireless provider shall have thirty (30) days from the date of notice to cure the condition complained of, or to secure additional time for performance of said work, if needed. Failure to cure the condition to the satisfaction of the city in the time set forth in any notice may result in revocation of the permit.

Sec. 16.615. Permit Suspension and Revocation

The city retains the right to suspend or revoke any permit issued under this article for one or more of the following reasons:

- A. Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
- B. Noncompliance with this article;
- C. Permittee's physical presence or presence of permittee's facilities over, on, above, along, upon, under, across, or within the rights-of-way presents a direct or imminent threat to the public health, safety and welfare; or
- D. Permittee's failure to construct the facilities substantially in compliance with the permit and approved plans.

Sec. 16-616. Exceptions to Applicability.

Nothing in this article authorizes a person to collocate small wireless facilities on:

- A. property owned by a private party or property owned or controlled by the city or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;
- B. property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or
- C. property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this article do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this article shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this article.

Sec. 16.617. Severability.

If any provision of this article or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this article that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this article is severable.

SECTION THREE: This Ordinance shall have full retroactive effect to August 1, 2018.

SECTION FOUR: That all Ordinances and Resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION FIVE: That the City Clerk of the City of Wood Dale be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of Illinois.

SECTION SIX: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this 16th day of August, 2018

AYES: ALDERMEN CATALANO, JAKAB, MESSINA, SORRENTINO, E. WESLEY

NAYS: ALDERMAN R. WESLEY AND WOODS

ABSENT: ALDERMAN SUSMARSKI

APPROVED this 16th day of August, 2018

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Shirley J. Siebert
Shirley J. Siebert, City Clerk

Published in pamphlet form _____

MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement ("Agreement") made this ____ day of _____, 201_, between the City of Wood Dale, with its principal offices located at 404 N. Wood Dale Road, Wood Dale, IL 60190, hereinafter designated LICENSOR and _____, with its principal offices at _____, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LICENSOR is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property; and

WHEREAS, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in Section 2 of the Small Wireless Facilities Deployment Ordinance (Ordinance No. _____), (as now or hereafter amended) shall have the meaning provided therein; and

WHEREAS, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable.

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

WHEREAS, the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et. seq.* and Federal Communication Commission Regulations; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1) PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from duly authorized provider of such utilities, provided the location of such utilities shall be designated by LICENSOR.
- 2) PERMIT APPLICATION. For each small wireless facility, LICENSEE shall submit an application to LICENSOR for permit that includes:
 - a) Site specific structural integrity and, for LICENSOR'S utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
 - f) Certification that the collocation complies with LICENSOR's Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge.
 - g) The application fee due.
- 3) APPLICATION FEES. Application fees are subject to the following requirements:
 - a) LICENSEE shall pay an application fee of Six Hundred-Fifty and 00/100 Dollars (\$650.00) for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and Three Hundred-Fifty and 00/100 Dollars (\$350.00) for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

- b) LICENSEE shall pay an application fee of One Thousand and 00/100 Dollars (\$1,000.00) for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.
- d) LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
 - i) routine maintenance; or
 - ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies LICENSOR at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
 - iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

4) REQUIREMENTS.

- a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- b) LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond ten feet (10') of the poles existing height.
- c) LICENSEE shall install pole mounted equipment at a minimum of eight feet (8') from the ground.
- d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.
- e) LICENSEE shall paint antennas, mounting hardware, and other devices to match the structure upon which they are being mounted. In the event a color match is not possible, the color shall be black or silver.

- f) LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by LICENSEE on which devices are being installed as required by the LICENSOR.
- g) LICENSEE shall comply with all the terms and conditions of the Municipal Code, Chapter 6, Article XII, and Chapter 16, Article III, except as the provisions of either Article may conflict with Chapter 16, Article VI, in which case, the provisions of Chapter 16, Article V shall prevail.
- h) LICENSEE shall comply with requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- i) LICENSEE shall comply with requirements for location of facilities as set forth in Sec. 16.315, as now or hereafter amended, concerning the location of ground-mounted equipment located in the right-of-way. As need arises, the LICENSEE may apply for a variance from any requirement, pursuant to the variance provisions set forth in Sec. 16.321.
- j) LICENSEE shall comply with Chapter 6, Article XII, as now or hereafter amended, concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, if any. As need arises, the LICENSEE may apply for a variance from any requirement, pursuant to the variance provisions set forth in Sec. 16.321.
- k) LICENSEE shall comply with Chapter 6, Article XII, and Chapter 16, Article III, as now or hereafter amended, for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- l) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with all applicable regulations relative to work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
- m) LICENSEE shall comply with the provisions of Chapter 6, Article XII and Chapter 16, Article III, as now or hereafter amended, that concern public safety.
- n) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

o) At a minimum, LICENSEE's installation shall complement existing poles in the immediate neighborhood, for purposes of design and stealth. At a minimum, each new pole or installation shall be black. Additionally, LICENSEE shall comply with design standards for decorative utility poles, or stealth, concealment, and aesthetic requirements that are identified by LICENSOR as follows:

p) _____

_____.

q)

5) APPLICATION PROCESS. LICENSOR shall process applications as follows:

a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by LICENSOR shall be processed by LICENSOR and deemed approved if LICENSOR fails to approve or deny the application within ninety (90) days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than seventy-five (75) days after the submission of a completed application. The permit shall be deemed approved on the latter of the ninetieth (90th) day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under Ordinance _____.

b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if LICENSOR fails to approve or deny the application within 120 days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application. The permit shall be deemed approved on the latter of the one hundred-twentieth (120th) day after submission of the complete application or the tenth (10th) day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under Ordinance _____, as now or hereafter amended.

c) LICENSOR shall approve an application unless the application does not meet the requirements of Ordinance _____, as now or hereafter amended.

d) If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the Requirements of Ordinance _____ require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. LICENSOR must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day LICENSOR denies an application. LICENSEE may cure the deficiencies identified by LICENSOR and resubmit the revised application once within thirty (30) days after notice of denial is sent to the applicant without paying an additional application fee. LICENSOR shall

approve or deny the revised application within thirty (30) days after LICENSEE resubmits the application or it is deemed approved. However, LICENSEE must notify LICENSOR in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e) COMPLETENESS OF APPLICATION. Within thirty (30) days after receiving an application, the LICENSOR shall determine whether the application is complete and notify the applicant. If an application is incomplete, the LICENSOR shall specifically identify the missing information. An application shall be deemed complete if the LICENSOR fails to provide notification to the applicant within thirty (30) days after all documents, information and fees specifically enumerated in the LICENSOR's permit application form are submitted by the application to the LICENSOR. Processing deadlines are tolled from the time the LICENSOR sends the notice of incompleteness to the time the applicant provides the missing information.
 - f) TOLLING. The time period for applications may be further tolled by the express agreement in writing by both LICENSOR and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.
 - g) CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of LICENSOR shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to twenty-five (25) small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, LICENSOR may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. LICENSOR may issue separate permits for each collocation that is approved in a consolidated application.
- 6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within one hundred-eighty (180) days after issuance of the permit, unless LICENSOR and LICENSEE agree to extend this period or a delay is caused by make-ready work for a LICENSOR utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed three hundred-sixty (360) days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.
- 7) DURATION OF AGREEMENT. The duration of this agreement and the initial Supplement shall be for a period of (not less than five (5) years), and the agreement and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in Ordinance No. _____, as now or hereafter amended.

- 8) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.
- 9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LESSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any poles pursuant to this Agreement, shall be an annual fee of \$200.00 per each wireless facility which LICENSEE attaches to LICENSOR's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.
- 10) ABANDONMENT. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned and the LICENSEE must remove the small wireless facility within 90 days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless facility is not removed within ninety (90) days of such notice, LICENSOR may remove or cause the removal of such facility and charge said costs to the LICENSEE.

LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than thirty (30) days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

- 11) CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within sixty (60) days, of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rental for the effected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.

12) MAKE READY TERMS. LICENSOR shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan. Fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within sixty (60) days of written acceptance of the good-faith estimate by the LICENSOR at the LICENEE's sole cost and expense.

13) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in Ordinance No. _____, as now or hereafter amended. The good-faith estimate of the person owning or controlling LICENSOR's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.

14) NO AERIAL FACILITIES. For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, include pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within sixty (60) days of written acceptance of the good-faith estimate by LICENEE at LICENEE's sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the LICENSOR's utility pole to be replaced to support the requested collocation, LICENSOR may require LICENEE to replace LICENSOR's utility pole at LICENEE's sole cost and expense.

15) GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENEE may terminate this Agreement by giving written notice to the other party specifying the date of

Attachment: Small Cell Pole_Attachment_Agreement_872018 (O-18-029 : An Ordinance Amending the Municipal Code of the City of Wood Dale

termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.

- 16) ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall secure a separate meter. so that the LICENSEE shall pay the utility directly for its power consumption. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.
- 17) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. Such temporary power source shall be operated in such fashion as not to unduly interrupt the peaceful enjoyment of adjacent properties. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.
- 18) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 23 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.

- 19) INSURANCE. LICENSEE shall carry, at LICENSEE's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance with respect to its activities on LICENSOR improvements or rights-of-way to afford LICENSEE agrees that at its own cost and expense, the insurance set forth in the City's Master Fee Schedule.

LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures it is not required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. If LICENSEE elects to self-insure it shall provide to LICENSOR evidence sufficient to demonstrate LICENSEE'S financial ability to self-insure the insurance coverage and limits required by LICENSOR.

- 20) INDEMNIFICATION. LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

- 21) REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

- 22) RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.

- 23) NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:
City Manager
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60190

Copy to:
Bond, Dickson & Conway
400 S. Knoll Street, Unit C
Wheaton, IL 60187

LICENSEE:

Name
Company
Address
City, State Zip

Copy to:
Name
Company
Address
City, State Zip

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

25) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed ninety (90) days, as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching

Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the thirty (30) day cure period, as potentially extended to ninety (90) days based on circumstances.

- 26) REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.
- 27) APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).
- 28) BOND. LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR as set forth in the Master Fee Schedule to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than thirty (30) days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so.
- 29) MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.
- 30) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email

counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

31) AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

**CITY OF WOOD DALE,
an Illinois Municipal Corporation**

BY:

Name: _____

Title: _____

Date: _____

LICENSEE:

BY:

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement ("Supplement"), is made this ____ day of _____, _____, between **the City of Wood Dale**, whose principal place of business is 404 N. Wood Dale Road, Wood Dale, IL 60190, ("LICENSOR"), and _____, whose principal place of business is _____ ("LICENSEE").

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the City of Wood Dale and _____, dated _____, 20____, ("Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement (note – Supplement should govern because there may be some site specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms) shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The Property owned by LICENSOR is located at _____. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.
4. **Consideration.** Rent under this Supplement shall be Two Hundred and 00/100 Dollars (\$200.00) per year, payable to LICENSOR c/o City Manager, City of Wood Dale, 404 N. Wood Dale Road, Wood Dale, IL 60190. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

**City of Wood Dale,
an Illinois Municipal Corporation**

BY:

Name: _____

Title: _____

Date: _____

LICENSEE

BY:

Name: _____

Title: _____

Date: _____

EXHIBIT 1
Premises
(see attached site plans)