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2000-10-04 12:15:59
Cook County Recorder 43.00



ORDINANCE NO. 00-45

AN ORDINANCE GRANTING A SPECIAL PERMIT
TO ERECT PERSONAL WIRELESS TELECOMMUNICATIONS ANTENNAS
ON THE EXISTING BUILDING AT
899 SKOKIE BOULEVARD

(COOK INLET/VOICESTREAM OPERATING COMPANY, L.L.C.: 899 SKOKIE BOULEVARD)
(PLAN COMMISSION DOCKET NO. 00-15)

Passed by the Board of Trustees, August 22, 2000

Printed and Published August 23, 2000

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

BOX 337

I hereby certify that this document
was properly published on the date
stated above.

/s/ Lona N. Louis
Village Clerk

I hereby certify this to be a true and exact copy of the
original.

9/27/00 Lona N. Louis
Date Village Clerk

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Property of Cook County Clerk's Office

BOX 381

I hereby certify this to be a true and exact copy of the original.

Village Clerk

Date

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ORDINANCE NO. 00-45

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

AN ORDINANCE GRANTING A SPECIAL PERMIT
TO ERECT PERSONAL WIRELESS TELECOMMUNICATIONS ANTENNAS
ON THE EXISTING BUILDING AT
899 SKOKIE BOULEVARD

(COOK INLET/VOICESTREAM OPERATING COMPANY, L.L.C.: 899 SKOKIE BOULEVARD)
(PLAN COMMISSION DOCKET NO. 00-15)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Cook Inlet/VoiceStream Operating Company, L.L.C. ("Applicant") is the lessee of a portion of the property located at 899 Skokie Boulevard ("Property") in the Village of Northbrook ("Village"). The lessor is Bank of Waukegan, under trust No. 3886, dated April 1, 1993 ("Lessor"). The Applicant has requested a special permit to allow for the installation of a maximum of 12 antennas and related electronic equipment and equipment structures to be mounted on the existing building on the property, which is located in the O-3 General Office and within that District's height limitations (Northbrook SIC Code No. 4810.02) on the Property, subject to the standards established in Section 9-201 of the Village's Zoning Code (1988), as amended ("Code"). The Lessor has consented to the application for the special permit by the Applicant.

Section 2. DESCRIPTION OF PROPERTY.

The Property is commonly known as 899 Skokie Boulevard, and is legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance.

Section 3. PUBLIC HEARING.

A public hearing to consider the subject application for a special permit was duly advertised on May 18, 2000 in the *Northbrook Star* and was held at the Plan Commission's regular meeting on June 6, 2000 and June 20, 2000, with a formal recommendation being rendered during the Plan Commission's regular meeting on July 18, 2000 (Plan Commission Resolution No. 00-PC-18).

Section 4. SPECIAL PERMIT.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, a special permit to install, on the existing building on the Property, a maximum of 12 antennas and related electronic equipment and equipment structures ("Antenna Facilities") (Northbrook SIC Code No. 4810.02) is hereby granted to the Applicant in accordance with and pursuant to Subsection 11-602 E1 of the Code and the home rule powers of the Village.

00775379

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Section 5. SPECIAL PERMIT CONDITIONS.

The special permit granted in Section 4 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon each of the following conditions, restrictions, and provisions:

A. Compliance with Plans. The construction, use, and maintenance of the Antenna Facilities shall be in strict accordance with the following plans, except for minor changes and site work approved by the Director of Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards:

- i. Site Plan, Sheet C-2, prepared by Scientech, Inc., dated July 25, 2000, attached as Exhibit B1 and, by this reference, made a part of this Ordinance.
- ii. Elevations, Sheet C-2A, prepared by Scientech, Inc., dated July 25, 2000, attached as Exhibit B2 and, by this reference, made a part of this Ordinance.
- iii. Antenna Drawing and Technical Specifications for model number RR65-19-XXDP, prepared by EMS Wireless, attached as Exhibit B3 and, by this reference, made a part of this Ordinance.

C. Number of Antennas. The Antenna Facilities shall be composed of a maximum of 12 antennas.

D. Location of Antenna Facilities. The Antenna Facilities shall be mounted on the roof of the existing building on the Property. The height of the top of the 12 antennas shall not exceed the 70 foot maximum height permitted in the C-3 General Office District.

E. Color of Antennas. The 12 antennas and all portions of the Antenna Facilities on the exterior of the existing building shall be painted to match the exterior of the existing building on the Property.

Section 6. TERM.

The special permit granted in Section 4 above shall automatically expire, and the designated use shall terminate, on the date that is five years after the effective date of this Ordinance, unless, prior to such date, the Applicant shall have requested, and the Village's corporate authorities, in their sole and absolute discretion, shall have granted, a renewal in accordance with Subsection 11-602 K of the Code.

Section 7. FAILURE TO COMPLY WITH CONDITIONS.

Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permit granted in Section 4 of this Ordinance shall, at the sole discretion of the Village Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided however that the Village Board of Trustees may not so revoke the special permit unless it shall first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a

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regular meeting of the Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the O-3 General Office District, as the same may, from time to time, be amended. Further, in the event of such revocation of the special permit, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Applicant acknowledges that public notices have been given and public hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Applicant required by this Section is given.

Section 8. AMENDMENT TO SPECIAL PERMIT.

Any amendment to the special permit granted in Section 4 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

Section 9. BINDING EFFECT; NON-TRANSFERABILITY.

The privileges, obligations, and provisions of each and every Section of this Ordinance, are for the sole benefit of, and shall be binding on, the Applicant, except as otherwise expressly provided in this Ordinance. Nothing in this Ordinance shall be deemed to allow this Ordinance to be transferred to any person or entity without a new application for approval for any person or entity other than the Applicant.

Section 10. EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

- i. passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law;
- ii. publication in pamphlet form in the manner required by law;
- iii. the filing by the Applicant with the Village Clerk of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be executed by the Applicant and the Owner and shall be in the form of Exhibit C, attached to and made a part of this Ordinance by this reference;
- iv. the submission to the Village Clerk of a fully executed lease agreement between the Lessor and the Applicant for a term of not less than five years from the effective date of this Ordinance; and
- v. recordation of this Ordinance, together with such exhibits as the Village Clerk shall deem appropriate for recordation, with the Cook County

00775379

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Recorder of Deeds. The Applicant shall bear the full cost of such recordation.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 10.A.iii of this Ordinance within 90 days after the date of passage of this Ordinance by the corporate authorities, the corporate authorities shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED: This 22nd day of August, 2000.

AYES: (7) Trustees Jaeger, Frum, Karagianis, Buehler, Donewald and Meek and President Damisch

NAYS: (0)

ABSENT: (0)

ABSTAIN: (0)

/s/ Mark W. Damisch

Village President

ATTEST:

/s/ Lona N. Louis

Village Clerk

00775379

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1: Lots 9 and 10 in Block 2 and all of Block 3 in Hughes Brown Moores Corporation first addition to North Shore Villa, being a subdivision of part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: All that part of vacated Sheridan Place lying West of the West line of Sunset Ridge Road, East of the East line of Skokie Boulevard and lying between Blocks 2 and 3 in Hughes Brown Moores Corporation first addition to North Shore Villas, aforesaid; East of the Third Principal Meridian in Cook County, Illinois.

Parcel 3: Lot 8 in Block 2 in Hughes Brown Moores Corporation first addition to North Shore Villa aforesaid, being a subdivision of part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

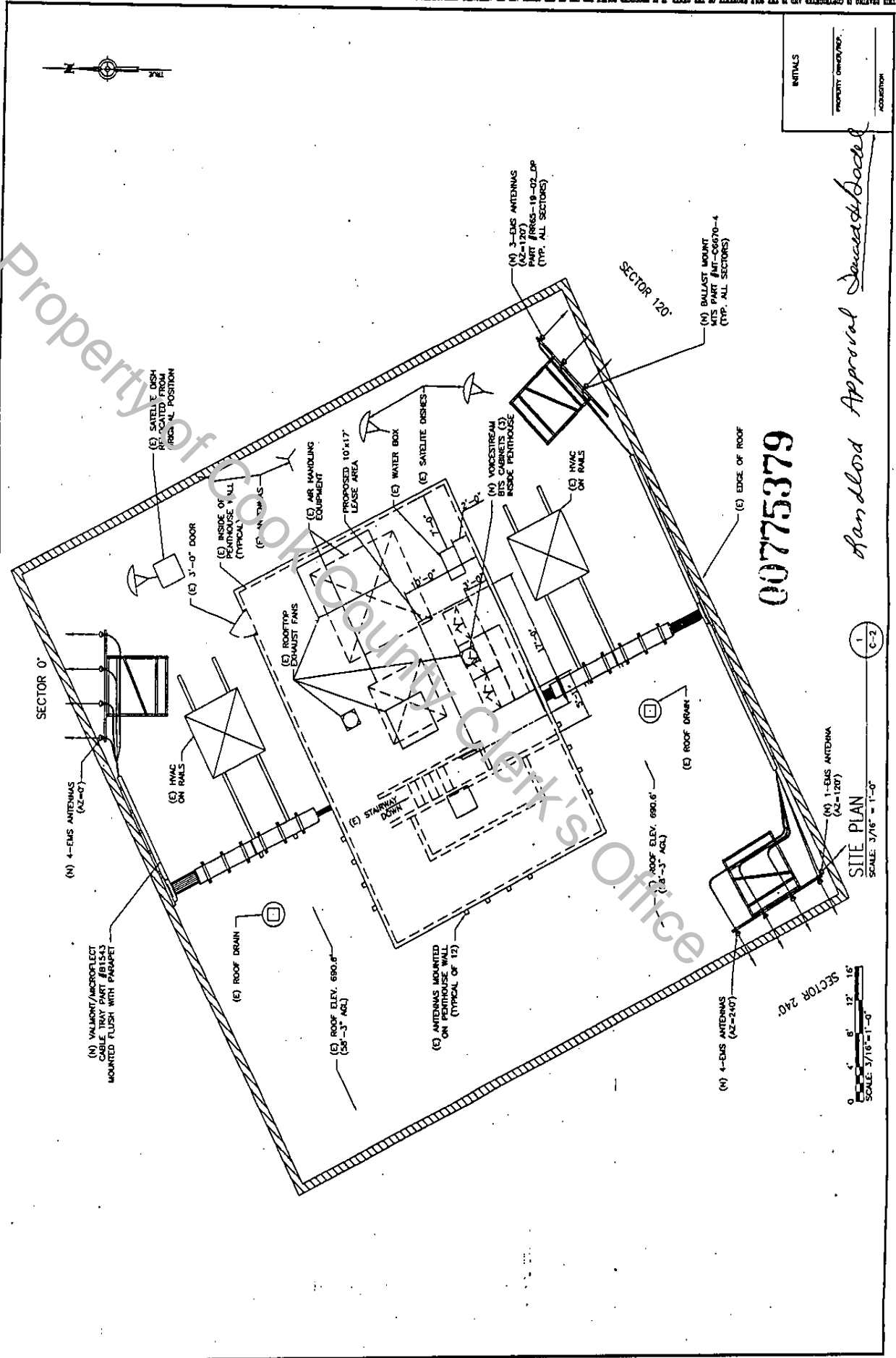
Commonly known as 899 Skokie Boulevard, Northbrook, Illinois

P.R.E.I. No.: 04-11-204-018

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REVISIONS NO. DATE BY	SCIENTECH, INC. 1420 BURNING TREE LANE, SUITE 150 DOMERS GROVE, IL 60015 PHONE: (630) 789-1110 FAX: (630) 789-1115 WWW: WWW.SCIENTECH.COM	SITE PLAN 899 SKOKIE BLDG. CH11-154B NORTHBROOK, IL 60062	VOICESTREAM WIRELESS
DRAWN BY: S. BURDEGAU CHECKED BY: P. SMITH DATE: 11.4.2009 PROJECT NO.: 154B-02-01	THIS PLAN IS CONTAINED IN THE TITLE PROPERTY OF THE OFFICE. IT IS PROPOSED ONLY FOR USE BY THE OWNER AND ITS AFFILIATE. REPRODUCTION OR USE OF THIS PLAN AND/OR THE INFORMATION CONTAINED HEREIN IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE OFFICE.		

Exhibit B1



Approval Stamp: *Handlod Approval [Signature]*

00775379

1
C-2

SITE PLAN
 SCALE: 3/16" = 1'-0"



(N) 4-EMS ANTENNAS (AZ=240)
 (N) 1-EMS ANTENNA (AZ=120)
 (E) ROOF DRAIN
 (E) ROOF ELEV. 690.6' (± 3'-3" AQL)
 (E) ANTENNAS MOUNTED ON PENHOUSE WALL (TYPICAL OF 12)
 (E) STAIRWAY DOWN
 (E) HVAC ON RAILS
 (N) VOICESTREAM BIS CABINETS (3) ROOF PENHOUSE
 (E) SATELITE DISHES
 (E) WATER BOX
 (E) AIR HANDLING EQUIPMENT
 PROPOSED 10'x17' LEASE AREA
 (E) IN CHARGES
 (E) INSIDE OF PENHOUSE WALL (TYPICAL)
 (E) 3'-0" DOOR
 (E) SATELITE DISH MOUNTED FROM ROOF AT POSITION
 (N) 3-EMS ANTENNAS (AZ=190-02_DP) (TYP. ALL SECTORS)
 (N) BALLAST MOUNT MTS PART (#11-0670-4) (TYP. ALL SECTORS)
 SECTOR 0° SECTOR 120° SECTOR 240°

EXTENSIONS	BT
CONCRETE	5AD
REINFORCING	5AB
REINFORCING	5AB
REINFORCING	5AB
REINFORCING	5AB
REINFORCING	5AB
REINFORCING	5AB
REINFORCING	5AB
REINFORCING	5AB

SCIENTECH, INC.
1430 BRANSON LANE, SUITE 150
OWNERS CHASE, N. 60315
Phone: (830) 788-1110
Fax: (830) 788-1112
www.scientechnet.com

ELEVATIONS
899 SKOKIE BLDG.
CH11-154B
899 SKOKIE BLDG.
NORTHROCK # 40082

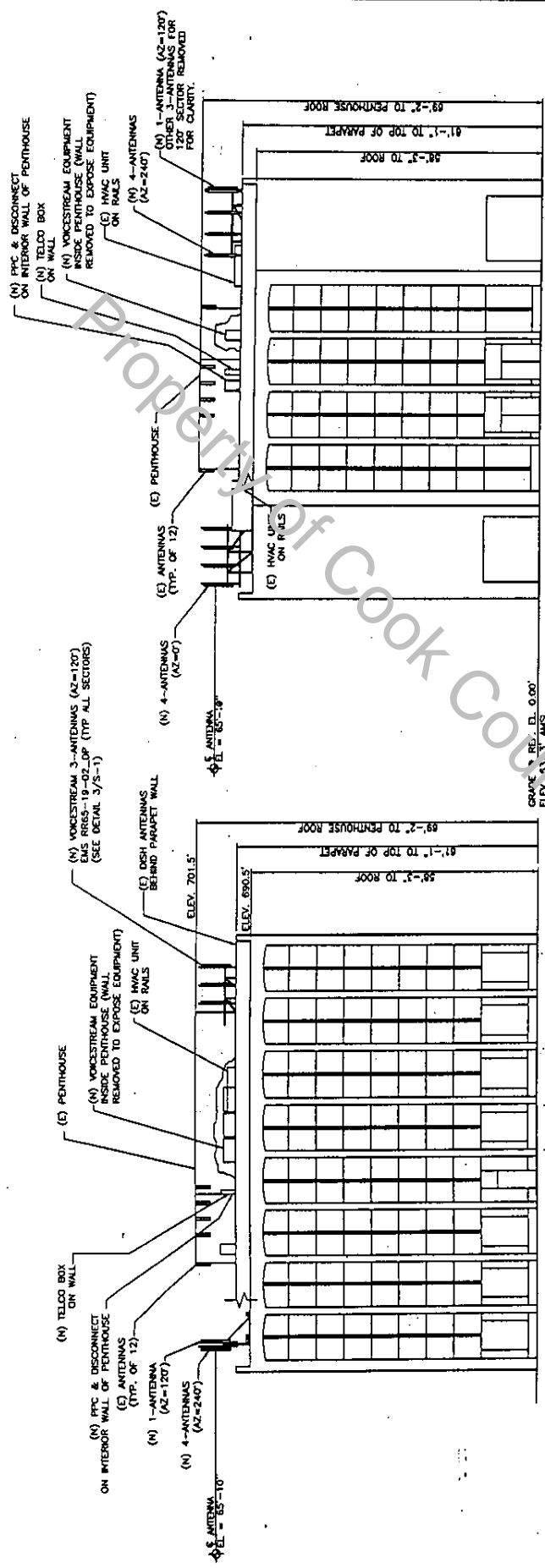
Voicestream
WIRELESS

REVIEW

C-2A

THIS DRAWING IS CONTRACTED BY AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PROVIDED AS A SERVICE AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

REFER TO APPROPRIATE SHEETS FOR MORE INFORMATION ON BUILDING. NO MODIFICATION OF EXISTING BUILDING STRUCTURE WITHOUT THE WRITTEN APPROVAL OF BUILDING OFFICE & STRUCTURAL ENGINEER.



2
C-2A

SOUTHWEST ELEVATION
SOUTHWEST LOOKING WESTERLY
SCALE: 1"=10'

1
C-2A

SOUTHEAST ELEVATION
SOUTHWEST LOOKING EASTERLY
SCALE: 1"=10'

- NOTES:
1. CONTRACTOR TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO POWER/TELCO CONNECTIONS.
 2. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
 3. CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH VOICESTREAM PCS.
 4. ALL AZIMUTHS ARE FROM TRUE NORTH.
 5. DO NOT EXCEED (E) ANTENNA HEIGHTS.

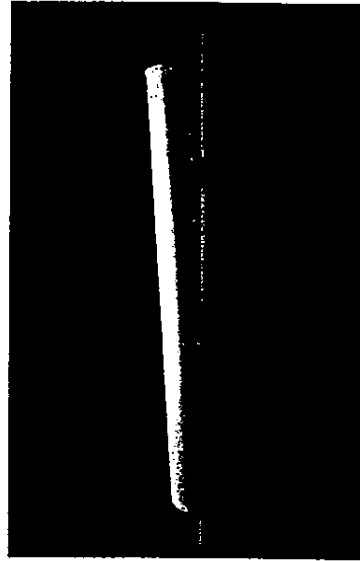
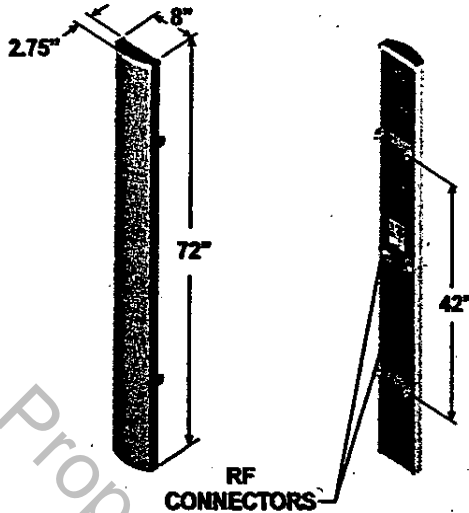
INITIALS
PROPERTY OWNER/NOI
DATE

Approval

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Exhibit B2

1850 MHz - 1990 MHz (P)



- 65° beamwidth
- 19.0 dBi gain
- ±45° DualPol™
- 72 inch

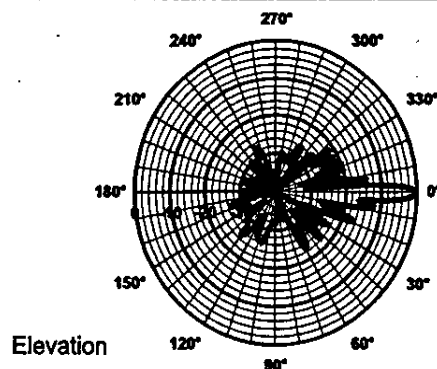
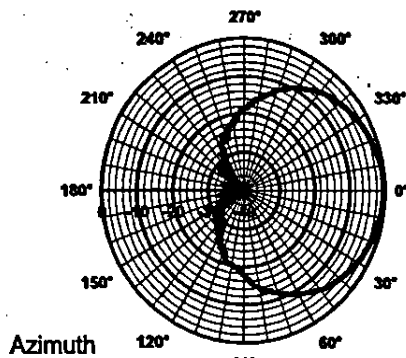
SPECIFICATIONS

Electrical		Mechanical	
Azimuth Beamwidth	65°	Dimensions (L x W x D)	72in x 8in x 2.75in (183 cm x 20.3 cm x 7.0 cm)
Elevation Beamwidth	4.5°	Rated Wind Velocity	150 mph (241 km/hr)
Gain	19.0 dBi (16.9 dBi)	Equivalent Flat Plate Area	4ft ² (0.37 m ²)
Polarization	Slant, ± 45°	Front Wind Load @ 100 mph (161 kph)	115 lbs (512 N)
Port-to-Port Isolation	≥ 30 dB	Side Wind Load @ 100 mph (161 kph)	40 lbs (176 N)
Front-to-Back Ratio	≥ 25 dB (≥ 30 dB Typ.)	Weight	23 lbs (10.4 kg)
Electrical Downtilt Options	0°	Note: Patent Pending and US Patent number 5, 757, 246. Values and patterns are representative and variations may occur. Specifications may change without notice due to continuous product enhancements. Digitized pattern data is available from the factory or via the web site www.emswireless.com and reflect all updates.	
VSWR	1.35:1 Max		
Connectors	2; Type N or 7-16 DIN (female)		
Power Handling	250 Watts CW		
Passive Intermodulation	< -147 dBc (2 tone @ +43 dBm (20W) ea.)		
Lightning Protection	Chassis Ground		

MOUNTING OPTIONS

Model Number	Description	Comments
MTG-P00-10	Standard Mount (Supplied with antenna)	Mounts to Wall or 1.5 inch to 5.0 inch O.D. pole (3.8 cm to 12.7 cm)
MTG-S02-10	Swivel Mount	Mounting kit providing azimuth adjustment.
MTG-DXX-20°	Mechanical Downtilt Kits	0° - 10° or 0° - 15° Mechanical Downtilt
MTG-CXX-10°	Cluster Mount Kits	3 antennas 120° apart or 2 antennas 180° apart
MTG-C02-10	U-Bolt Cluster Mount Kit	3 antennas 120° apart, 4.5" O.D. pole.
MTG-TXX-10°	Steel Band Mount	Pole diameters 7.5" - 45"

* Model number shown represents a series of products. See mounting options section for specific model number.



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EXHIBIT C

Applicant's and Owner's Unconditional Agreement and Consent

TO: The Village of Northbrook, Illinois (the "Village"):

WHEREAS, Cook Inlet/VoiceStream Operating Company, L.L.C. ("Applicant") is the lessee of a portion of the property commonly known as 899 Skokie Boulevard in the Village of Northbrook ("Property"); and

WHEREAS, the Applicant has applied for a special permit to allow for the installation and operation of personal wireless telecommunications antennas on the Property ("Requested Relief"); and

WHEREAS, Ordinance No. 00-45, adopted by the President and Board of Trustees of the Village of Northbrook on the 22nd day of August, 2000 ("Ordinance"), grants the Requested Relief, subject to certain conditions; and

WHEREAS, the Applicant desires to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions and limitations set forth in said Ordinance; and

WHEREAS, Bank of Waukegan U/T/A No. 3886 ("Owner") has reviewed the Ordinance and desires to evidence its unconditional consent and agreement to each of the terms, conditions and limitations set forth in said Ordinance;

NOW, THEREFORE, the Applicant does hereby agree and covenant as follows:

1. The Applicant shall and does hereby unconditionally agree to, accept, consent to, and agree to abide by all of the terms, conditions, restrictions, and provisions of Ordinance No. 00-45.
2. The Applicant acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.
3. The Applicant acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right.
4. The Applicant agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the Village's review and approval of plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the

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Property, and (d) the performance by the Applicant of his obligations under this Unconditional Agreement and Consent.

5. The Applicant shall, and does hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.

6. The Owner shall and does hereby accept, consent to, and agree to abide by all of the terms, conditions, restrictions, and provisions of Ordinance No. 00-45.



Cook Inlet / VoiceStream Operating Company, L.L.C.,
by Its Agent, VoiceStream PCS BTA I Corporation

By: [Signature]
Ha/Tank
Director of Ops and Dev.
APPROVED as to form
[Signature]
Michael A. Sievertson

SUBSCRIBED and SWORN to
before me this 20th day of
September, 2000.

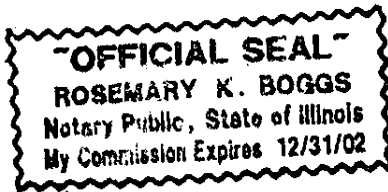
[Signature]
Notary Public

BANK OF WAUKEGAN U/T/A NO. 3886
AND NOT INDIVIDUALLY

By: [Signature]
Trust Officer

SUBSCRIBED and SWORN to
before me this 27th day of
September, 2000.

[Signature] 12/31/02
Notary Public



RIDER ATTACHED HERETO IS EXPRESSLY
MADE A PART HEREOF
AS EXHIBIT "2"

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EXHIBIT "Z"

TRUSTEE'S EXONERATION RIDER

This APPLICANT AND OWNER'S UNCONDITIONAL AGREEMENT AND CONSENT executed by BANK OF WAUKEGAN, not personally or individually, but as Trustee under Trust Agreement dated 04/01/93 and known as Trust No. 3886 in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements including environmental conditions, duties, or obligations concerning the property herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements including any environmental conditions, duties, or obligations concerning the premises of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements including environmental conditions, duties, or obligations concerning the premises whether under any federal, state, or local statute, rule, regulation, or ordinance or for the purpose of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against the BANK OF WAUKEGAN under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties herein and all persons claiming by through or under said parties. The beneficiaries of this trust have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee. The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any, or of any environmental condition, duties, or obligations concerning the property whether under any federal, state or local statute, rule, regulation, or ordinance.

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