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Doc#: 1601144066 Fee: \$74.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/11/2016 03:59 PM Pg: 1 of 19

Ordinance 2014-59

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 Approval of a Special Permit for Personal Wireless Service Antennas on a Tower Style Antenna Support Structure (New Cingular Wireless Pcs, LLC – 2705 Techny) (Plan Commission Docket No. 14-03)

shall be, and is hereby, adopted as follows:

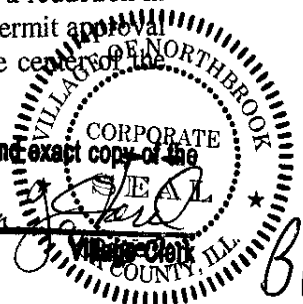
Section 1. BACKGROUND.

New Cingular Wireless PCS, LLC ("**Applicant**") is a potential lessee of a portion of that certain real property located at 2705 Techny in the Village of Northbrook ("**Property**") and proposes to use the Property to construct and operate personal wireless service antennas located on a tower-style antenna support structure. The Property is owned by North Suburban Young Men's Christian Association, an Illinois not-for-profit organization ("**Owner**") and its principal use is as a membership sports facility. The Applicant has requested, among other relief, a special permit to allow a "Personal Wireless Services Antennas Located on Tower-Style Antenna Support Structures, and Related Electronic Equipment and Equipment Structures, Within or In Excess of District Height Limitations" (SIC No. 4810.02) on the Property in accordance with and pursuant to Section 11-602 and subject to the standards established in Section 9-201 of the Northbrook Zoning Code (1988), as amended ("**Zoning Code**") ("**Requested Relief**"). The Owner has consented to the application for the Requested Relief by the Applicant.

On November 11, 2014, the Board of Trustees adopted (i) Ordinance No. 14-58 amending the Northbrook Zoning Code (1988), as amended ("**Zoning Code**") to allow for a reduction in the required distance separation between a wireless tower and nearby structure by special permit approval and to allow for decks on wireless towers to have a radius in excess of six feet from the center of the tower by special permit approval.

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

1-4-2016
Date



Bm

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Section 2. DESCRIPTION OF PROPERTY.

The Property, consisting of approximately 4.17 acres, is legally described in *Exhibit A* attached and, by this reference, made a part of this Ordinance. The Property is located within the IB Institutional Building District.

Section 3. PUBLIC HEARING.

A public hearing to consider the Applicant's Requested Relief was duly advertised on July 31, 2014 in the *Northbrook Star* and held at the Northbrook Plan Commission's regular meeting on August 19, September 16, and October 7, 2014. On October 21, 2014, the Plan Commission adopted Resolution No. 14-PC-11, recommending approval of the Applicant's Requested Relief.

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 allowing the location and operation of a "Personal Wireless Services Antennas Located on Tower-Style Antenna Support Structures, and Related Electronic Equipment and Equipment Structures, Within or In Excess of IB Institutional Building District Height Limitations" (SIC No. 4810.02) is hereby granted to the Applicant in accordance with and pursuant to Section 11-602 of the Code and the home rule powers of the Village of Northbrook.

Section 5. SPECIAL PERMIT CONDITIONS.

The special permit granted in Section 4 above shall be, and is hereby, expressly subject to and contingent upon the development, use, and maintenance of the Property in strict compliance with the following conditions:

A. Compliance with Plans. The development, use, and maintenance of the Property by the Applicant shall be in strict compliance with the following documents and plans, except for minor changes and site work approved by the Director of Development and Planning Services and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village codes, ordinances, and standards:

- i. Site Plan, sheet number C-1, consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10, 2014 attached as *Exhibit B* and, by this reference, made a part of this Ordinance.
- ii. Compound Plan, sheet number C-2, consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10, 2014 attached as *Exhibit C* and, by this reference, made a part of this Ordinance.
- iii. Fence Details, sheet number C-3, consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10, 2014 attached as *Exhibit D* and, by this reference, made a part of this Ordinance.
- iv. Tower Elevation, sheet number A-1, consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10, 2014 attached as *Exhibit E* and, by this reference, made a part of this Ordinance.
- v. Antenna Details, sheet number A-4, consisting of 1 page, prepared by Edge Consulting Engineers, Inc., dated October 10, 2014 attached as *Exhibit F* and, by this reference, made a part of this Ordinance.

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B. Tower Height. The tower-style support antenna support structure to be constructed and operated by the Applicant on the Property ("**Tower**") may not exceed 107 feet in height.

C. Number of Antennas. The number of panel antennas to be installed and maintained on the Tower by the Applicant may not exceed twelve (12).

D. Tower Construction. The Tower must be constructed, as certified by a licensed structural engineer at the time of building permit, to withstand wind forces of 150 miles per hour with no ice on the tower, and wind forces of 130 miles per hour with up to ¾" of ice on tower.

E. Distance from Structure. The Tower may be constructed no closer than 15.5' to the existing principal building on the Property as measured from the center of the tower base to the existing building exterior wall.

F. Tower Platforms. The proposed platform for the Applicant's antennas, and all platforms for collocation carriers' antennas, may have a radius no greater than 7'-6" from the center of the Tower to the outside of the deck.

G. Equipment Enclosure. The proposed brick equipment enclosure wall must be nine (9) feet in height, a height which is equal to the equipment cabinets being installed within the enclosed area.

H. Color. The Tower and all antennae equipment mounted on the Tower must be painted one color. Future carriers' equipment must also be painted to match the color of the tower and antennae equipment installed on the Tower by the Applicant.

I. Collocation. The Applicant shall make the Tower available for co-location for at least three additional carriers with no more than twelve antennae per carrier on commercially reasonable terms. The additional carriers shall contain all related equipment within the equipment enclosure area made available by the Applicant, and such equipment shall not exceed nine feet in height. Any such additional carrier may locate on the Tower upon compliance with the standards of Section 9-201 of the Northbrook Zoning Code (1988) as amended, standards of this Ordinance, and execution by that carrier of an unconditional agreement and consent in substantially the form of Exhibit G attached. The collocation of any additional carriers that do not comply with these standards shall require an amendment to this special permit.

J. Compliance with Standards. Except as specifically provided for in this Ordinance, all antenna facilities permitted by this Ordinance shall be constructed, maintained, and operated in compliance with Section 9-201 of the Zoning Code, including specifically, but without limitation, Subsection 9-201 N, entitled "Abandonment and Removal" which provides as follows:

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

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wireless services, then the period of non-use under this provision shall be measured from the cessation of operation at the location of such antenna support structure or related equipment by all such providers.

Section 6. FAILURE TO COMPLY WITH CONDITIONS.

Upon 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 and the variations 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 regular meeting of the Village Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the IB Institutional Building 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 and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 6, 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 7. AMENDMENT.

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 8. TERM.

The relief granted in this Ordinance shall automatically expire, and the designated use shall terminate, ten years after the effective date of this Ordinance, the Applicant shall have requested, and the Corporate Authorities, in their sole and absolute discretion, shall have granted a renewal in accordance with Section 11-602 K of the Zoning Code.

Section 9. BINDING EFFECT; NON-TRANSFERABILITY.

The special permit granted in Section 4 of this Ordinance is for the sole benefit of, and shall inure to the benefit of, and is and shall be binding on, the Applicant, except as otherwise expressly provided in this Ordinance. Nothing in this Ordinance shall be deemed to allow such special permit to be transferred to any person or entity other than the Applicant without a new application for approval for any person or entity other than the Applicant, except as otherwise expressly provided in this Ordinance.

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; and
- ii. Publication in pamphlet form in the manner required by law;

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- iii. Filing by the Applicant and the Owner 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. Such unconditional agreement and consent shall be in the form attached to and, by this reference, incorporated into this Ordinance as **Exhibit G**, and shall be executed by the Applicant;
- iv. Recordation of this Ordinance, together with such exhibits as the Village Clerk shall deem appropriate for recordation, with the Cook County Recorder of Deeds. The Applicant shall bear the full cost of such recordation; and

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 Paragraph A.iii above within 60 days after the date of passage of this Ordinance by the Board of Trustees, the Board of Trustees shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Adopted: 11/11/2014

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Karagianis, Trustee
SECONDER:	A.C. Buehler, Trustee
AYES:	Karagianis, Buehler, Heller, Ciesla, Israel, Frum
ABSENT:	Michael Scolaro

ATTEST:

/s/ Sandra E. Frum
Village President

/s/ Debra J. Ford
Village Clerk

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Ordinance 2014-59

An Ordinance Granting Approval of a Special Permit for Personal Wireless Service Antennas on a Tower Style Antenna Support Structure (New Cingular Wireless Pcs, LLC – 2705 Techny) (Plan Commission Docket No. 14-03)

Passed by the Board of Trustees, 11/11/2014
Printed and Published 11/12/2014

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees
VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

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

/s/ Debra J. Ford
Village Clerk

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EXHIBIT A

Legal Description of Property

THE EAST 289.0 FEET OF THE WEST 816.0 FEET OF THE SOUTH 452.55 FEET OF THE NORTH 485.55 FEET OF LOT 12 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-16-300-008-0000

Commonly known as 2705 Techny Road, Northbrook, Illinois 60062

Property of Cook County Clerk's Office

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EXHIBIT B

Unconditional Agreement and Consent of Applicant and Village

TO: The Village of Northbrook, Illinois ("**Village**");

WHEREAS, On November 11, 2014, the President and Village Board of the Village of Northbrook approved Ordinance 2014-59 which granted a special permit allowing the location and operation of "Personal Wireless Services Antennas Located on Tower-Style Antenna Support Structures, and Related Electronic Equipment and Equipment Structures, Within or In Excess of District Height Limitations" (SIC No. 4810.02) on a portion of that certain real property located at 2705 Techny in the Village of Northbrook ("**Property**"); and

WHEREAS, Ordinance 2014-59 was granted to New Cingular Wireless PCS, LLC ("**Applicant**") which had entered into a lease with the North Suburban Young Men's Christian Association, the owner of the Property ("**Owner**"); and

WHEREAS, Applicant has assigned its lease for the Property to TowerCo 2013, LLC, a Delaware limited liability company ("**TowerCo**") and the Owner and TowerCo have requested that the Village modify the special permit granted by Ordinance 2014-59 to allow TowerCo to construct and operate the proposed wireless tower on the Property on the condition that TowerCo agree and consent to all of the terms, conditions, and requirements set forth in Ordinance 2014-59; and

WHEREAS, Ordinance 2015-14, adopted by the President and Board of Trustees of the Village of Northbrook on February 24, 2015 ("**Ordinance**"), grants approval of the transfer of the special permit granted by Ordinance 2014-59 to TowerCo; and

WHEREAS, TowerCo and Owner desire to evidence to the Village their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in Ordinance 2014-59 and Ordinance 2015-14.

NOW, THEREFORE, TowerCo and Owner do hereby agree and covenant as follows:

1. TowerCo shall, and does hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of Ordinance 2014-59 adopted by the Village Board of Trustees November 11, 2014, and Ordinance 2015-14, adopted by the Village Board of Trustees on February 24, 2015 (collectively, the "**Ordinances**").
2. TowerCo 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 a 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 TowerCo against damage or injury of any kind and at any time.
3. TowerCo acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinances, has considered the possibility of the revocation provided for in the Ordinances, 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 TowerCo required by Section 7 of Ordinance 2014-59 is given.

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3. T-Mobile acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinances, has considered the possibility of the revocation provided for in the Ordinances, 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 Section 7 of Ordinance 2014-59 is given.
4. T-Mobile 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 any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinances, (c) the development, construction, maintenance, and use of the Property, and (d) the performance by T-Mobile of its obligations under this Unconditional Consent and Agreement.
5. T-Mobile shall, and does hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Consent and Agreement. 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.

ATTEST:

By: Carla J Tonk
Signature

By: CARLA J. TONK
Print Name

Its: _____

T-MOBILE CENTRAL LLC, a Delaware limited liability company

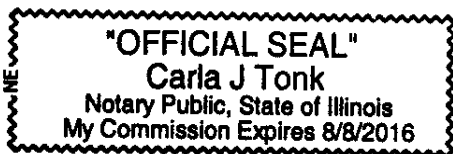
By: [Signature]
Signature

By: Raisel Afridi
Print Name **Area Director, Engineering & Operations**

Its: _____

SUBSCRIBED and SWORN to before me this 8th day of December, 2015.

Carla J Tonk
Notary Public



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**OVERSIZE
EXHIBIT**

**FORWARD ORIGINAL
DOCUMENT TO PLAT
COUNTER IMMEDIATELY
AFTER RECORDING FOR
SCANNING**