

## MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator



DATE: Friday, July 6, 2018

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: *Monday, July 9, 2018 at 7:00 p.m.*

## A G E N D A

I. PLEDGE TO THE FLAG

II. ROLL CALL

III. APPROVAL OF MINUTES

IV. RECOGNITION OF AUDIENCE

V. REPORTS OF VILLAGE COMMISSIONS

1. BEAUTIFICATION COMMISSION - Matt Conner

2. FOURTH OF JULY COMMISSION - Marcy Meyer/Greg Szymanski

3. YOUTH COMMISSION - Stacy Mazurek

4. HISTORIC PRESERVATION COMMISSION - Scott Wehling

VI. CONSIDER A MOTION APPROVING THE TREASURER'S REPORT AND THE REPORT OF FINANCIAL ACTIVITY IN THE PRIOR MONTH. - Frank Basile

VII. VARIANCE REPORTS FOR THE PRECEDING MONTH are enclosed for your review - Frank Basile.

VIII. APPROVAL OF BILLS FOR THE PRIOR MONTH - Frank Basile

IX. CONSIDER BID AWARD TO BISPING CONSTRUCTION OF NEW LENOX, IL IN THE AMOUNT OF \$220,046.64: REPLACING WATERMAIN ON DUNBAR FROM HODGES TO INDIANA AVENUE. Bid opening occurred on June 28<sup>th</sup>. Six bids were received and opened. The bid tab sheet is enclosed. The Watermain Replacement Account has sufficient funding for this project. The engineer's estimate was \$379,400. The lowest compliant bidder was Bisping Construction in the amount of \$220,046.64.

X. CONSIDER ORDINANCE #1288 REGULATING SMALL CELL WIRELESS FACILITIES IN VILLAGE RIGHTS OF WAY. This is the Illinois Municipal League Model Ordinance based on the new state law and reviewed and approved by the Village Attorney. This new law goes into effect August 1<sup>st</sup> so we have to get the ordinance in place now. Staff recommends approval. Please see the enclosed ordinance and supporting material.

XI. CONSIDER AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE WILL COUNTY AGGREGATION GROUP. If this motion passes this means we are staying with the Will County Governmental League program. If this motion is not made or fails then the Board can either authorize an amendment of the Governance ordinance for the next meeting to become part of the Nania energy plan or it can decide to let all residential accounts in the Village go back to Com Ed. The Nania alternative does require the Village Board to conduct two public hearings in two consecutive weeks before it can adopt an amended ordinance which is also enclosed. If the Board chooses to do nothing then no further action is required and Village residents would go back to Com Ed on October 1<sup>st</sup>. The referendum adopted allows for all three options to be legally considered and a copy of that certification is also enclosed. Since the electric market is speculative staff does not have a firm recommendation. It is also possible that the Will County Group does not receive an adequate bid and recommend all participants to go back to Com Ed. Action on this matter is at the discretion of the Board, but a decision has to be made at this meeting due to the 60 day notification requirements and the fact that the Will County Group is going to bid in two weeks. Please see the enclosed material.

XII. OLD BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT



**MINUTES OF THE REGULAR MEETING OF THE PRESIDENT  
& BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER  
HELD AT THE BEECHER VILLAGE HALL,  
625 DIXIE HIGHWAY, BEECHER, ILLINOIS  
JUNE 25, 2018 -- 7:00 P.M.**

All present joined in the Pledge to the Flag.

President Szymanski called the meeting to order.

**ROLL CALL**

**PRESENT:** President Szymanski and Trustees Basile, Meyer, Mazurek, Kypuros and Wehling.  
**ABSENT:** Trustee Kraus.

**STAFF PRESENT:** Clerk Janett Conner, Administrator Robert Barber, Public Works Crew Leader Matt Conner and Chief Greg Smith.

**GUESTS:** George Schuitema, Ron Stluka, Bill Glass and Becky Thompson.

President Szymanski asked for consideration of the minutes of the June 11, 2018 Board meeting. Trustee Kypuros made a motion to approve the minutes as written. Trustee Basile seconded the motion.

**AYES:** (4) Trustees Basile, Meyer, Mazurek and Kypuros.

**NAYS:** (0) None.

**ABSTAIN:** (1) Trustee Wehling.

Motion Carried.

**CLERK'S REPORT**

A report on income received since the last meeting was provided.

**RECOGNITION OF AUDIENCE**

None.

**A. FINANCE AND ADMINISTRATION COMMITTEE**

The Board considered the future of electrical aggregation for the Will County Aggregation group and whether the Village should stay with the aggregation group, go out on its own, or go with ComEd for the Village's accounts and residential accounts. The current contract with Dynegy through the Will County group expires on October 1<sup>st</sup>. If a new contract isn't signed by August 1<sup>st</sup>, the accounts will flip back to ComEd.

Another option available would allow Beecher to obtain rate quotes on its own. Washington Township had an individual rate with Nania which saved them money over ComEd's rate last year. Becky Thompson from Nania Energy was at the meeting to explain this option to the Board. Washington Township just locked in rates for 3 years at \$0.0689. The Village is currently \$0.0719 until October 1<sup>st</sup>. The current ComEd rate is \$0.07358. The new ComEd rate for October 1, 2018 will be \$0.0790. Staff did not have a recommendation on this at this time. However, if the Village does go local we will have to re-write our plan of governance to include a local bid and broker process. It was the consensus of the Board to table action on this matter until the next meeting to give the Board time to consider it.

The Board decided to table action on the Ordinance establishing rules and regulations for the installation of small cell wireless facilities in the Village rights of way since the Ordinance was just provided by the Attorney that day. Administrator Barber explained the small cell wireless facilities.

ORDINANCE #1289 – An Ordinance establishing prevailing wages for Fiscal Year 2018/2019. Trustee Basile made a motion to approve Ordinance #1289. Trustee Kypuros seconded the motion.

AYES: (5) Trustees Basile, Meyer, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

The Board considered an Ordinance granting the expansion of a special use permit for an outdoor seating and recreation area (beer garden) at 618 Gould Street (The Gould Vault) from Ron Stluka/Bill Glass. The Planning and Zoning Commission (PZC) continued its hearing from the previous meeting and drafted a special use permit with ten (10) conditions that met the demands of the neighbors. Trustee Kypuros suggested that condition #4 about pouring beer outside be clarified that it can't be poured or served outside, and no bottles or cans allowed outside in the beer garden. Trustee Kypuros also asked about cutting the beer garden back from being so close to the Park. It was noted that there will be an 8' solid fence which will be 5' off the property line. The 5' off property line will be clarified within the wording of the Ordinance. The petitioner said he has no plans to have outside music or bands. It was noted that all requests relating to the outdoor seating area are subject to approval by the Liquor Commissioner. Some discussion followed.

ORDINANCE #1290 – An Ordinance granting the expansion of a special use permit for an outdoor seating and recreation area (beer garden) at 618 Gould Street, subject to the following 10 conditions, as amended by the Board on items #4 and #8.

1. Sound from exterior amplification must be contained within the property unless a special outdoor entertainment permit is issued by the Liquor Commissioner.
2. All exterior amplification must be off by 10 p.m. unless a permit allows otherwise.
3. All lighting inside the beer garden must be contained within the property and shine towards the building.
4. Alcohol must be poured from inside the building to be consumed outside. No bottles or cans.

5. All outdoor seating and beer garden areas must be closed by 10 p.m. on all nights except 11 p.m. on Friday and Saturday nights.
6. No banners or signage are allowed on the outside of fence. Signage and banners are allowed on the fence as long as facing inward toward the beer garden area.
7. Fence must be solid and be 8 feet in height with rounded edges on the top.
8. Landscaping buffer to be provided along exterior side of the fencing facing the park. A total of 14 arbor vitae bushes should be provided spaced six (6) feet apart; fence to be 5' from north property line.
9. Total occupancy of the beer garden shall be posted not to exceed 120 persons.
10. An exterior emergency exit with one way latch on the fence shall be provided. A sign shall be placed on the gate saying "Emergency Exit Only."

Trustee Mazurek made a motion to approve Ordinance #1290 as amended. Trustee Kypuros seconded the motion.

AYES: (5) Trustees Basile, Meyer, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

An update on the Comprehensive Plan was provided. Mike Hoffman and Pete Iosue spent all day Thursday in town talking to members of the community and visiting certain sections of town and then met with the PZC as the steering committee to go over the next phase of the planning process, which involves community visioning. A community visioning workshop is planned for Thursday, July 26<sup>th</sup>, which will have different stations for participants to visit.

A loss control service letter from the Illinois Public Risk Fund was provided in the packet for review.

## **B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE**

Crew Leader Conner reported on the generator at the Police station. Bids were obtained and the cost came in at \$10,700. The generator was also placed on a trailer. It should take 4-6 weeks to get the transfer switch and do the work to complete the project.

Trustee Wehling reported on the Tot Lot in Firemen's Park. An account has been set up and the Village will transfer \$5,000 towards the project. The Lions Club is donating \$3,000. Trustee Mazurek said the Youth Commission will also be considering this at their next meeting.

Trustee Wehling stated that he will have an update on the Firemen's #2 ballfield lights after July 4<sup>th</sup>.

An update on a video security system in Firemen's Park was provided by Chief Smith. The equipment is up and running but the video feed is not working yet. It should be done before the Fourth of July festival.

### **C. PLANNING, BUILDING AND ZONING COMMITTEE**

The Building Department monthly report was provided in the packet for review.

### **D. PUBLIC SAFETY COMMITTEE**

The Police Department monthly report was provided for review.

The E.M.A. monthly report was provided in the packet for review.

The Code Enforcement monthly report was provided in the packet for review.

ORDINANCE #1291 – An Ordinance authorizing an intergovernmental agreement for the proper dissolution of the Eastern Will County Communications Center (Eastcom) and all of its assets. Trustee Wehling made a motion to approve Ordinance #1291. Trustee Basile seconded the motion. AYES: (5) Trustees Basile, Meyer, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

Trustee Kypuros asked about Code Enforcement and when subdivisions will be mowed. He said Hunter's Chase (Phillippe) was warned many years ago about no more warnings for cutting their lots. Lots are supposed to be cut by the end of this week.

### **E. PUBLIC WORKS COMMITTEE**

The Water and Sewer Department monthly reports were included in the packet for review.

A Dunbar Street watermain update was provided. Bids will be opened on June 28<sup>th</sup> and will be considered at the July 9<sup>th</sup> meeting.

A sewer plant project update was provided. A site has been secured for the removal of 500 semi loads of fill and a stone road has been built to the dumping site as excavation sets to begin. Weekly progress meetings will also begin after July 1<sup>st</sup>. This project will last through September, 2019.

A Gould Street re-striping update was provided by Crew Leader Conner. He reached out to the contractor that day and hasn't received a response.

Trustee Kypuros reported that the Illinois Environmental Protection Agency (IEPA) completed an inspection of the Village water system. The Village was found not to have any violations or concerns mentioned by the inspector.

The IEPA also completed an inspection of the wastewater treatment plant operations. This inspection occurred on Tuesday, June 19<sup>th</sup> and the Village will not receive a letter for another month on the results of this inspection. Administrator Barber said he was told inspection went well and no excursions are expected.

The Board considered waiving the bidding requirements due to an emergency repair at the Miller Street lift station. One of the single phase pumps is failing and we were scheduled to replace these two pumps with 3-phase heavier duty pumps with new piping and check valves later this summer. This was a budgeted project recommended by the Committee and approved by the Board. Public Works went to two of our pump repair vendors and received proposals for the work to be done. Since the proposals are slightly more than the \$20,000 threshold for bidding a job the Village Board has to pass a motion waiving the bid requirements and this motion has to pass with 2/3 vote. Both vendors have been used by the Village in the past. Trustee Kypuros made a motion to waive bidding requirements due to an emergency repair of the Miller Street lift station. Trustee Wehling seconded the motion.

AYES: (5) Trustees Basile, Meyer, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

Trustee Kypuros made a motion approving the proposal from Superior Pump in the amount of \$22,865 for the replacement of pumps, electrical components, check valves, slide rails, and piping at the Miller Street lift station. Trustee Wehling seconded the motion.

AYES: (5) Trustees Basile, Meyer, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

Trustee Kypuros reported that Crew Leader Conner talked to him this morning about making repairs to Superintendent Cowger's old pickup truck. Two bids were obtained and the estimated cost is \$5,000 to get the truck repaired. There were no objections to repairing the truck.

#### **F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE**

ORDINANCE #1292 – An Ordinance dissolving the Ribbon of Hope Commission and establishing a perpetual care escrow account for the memorial. Trustee Meyer made a motion to approve Ordinance #1292. Trustee Mazurek seconded the motion.

AYES: (5) Trustees Basile, Meyer, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

#### **G. VILLAGE PRESIDENT'S REPORT**

President Szymanski reported that Sophia's Café requested a road closure from his business to Reed Street to hold an anniversary party on Sunday, July 29, 2018. There were no objections from the Board.

President Szymanski said the Fire Department requested permission to put up a training center with intermodal containers to the east of the Public Works garage. They were asked to put a formal proposal together and bring it to the Village. Chief Falaschetti is working with Crew Leader Conner and Chief Smith on this. This would be a lease for the property.



**H. OLD BUSINESS**

Trustee Mazurek commented on the Beecher 2040 project. The website is up and running for the comprehensive plan and she wanted to make everyone aware of it.

There being no further business, President Szymanski asked for a motion to adjourn. Trustee Meyer made a motion to adjourn the meeting. Trustee Kypuros seconded the motion.

AYES: (5) Trustees Basile, Meyer, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

Meeting adjourned at 8:00 p.m.

Respectfully submitted by:

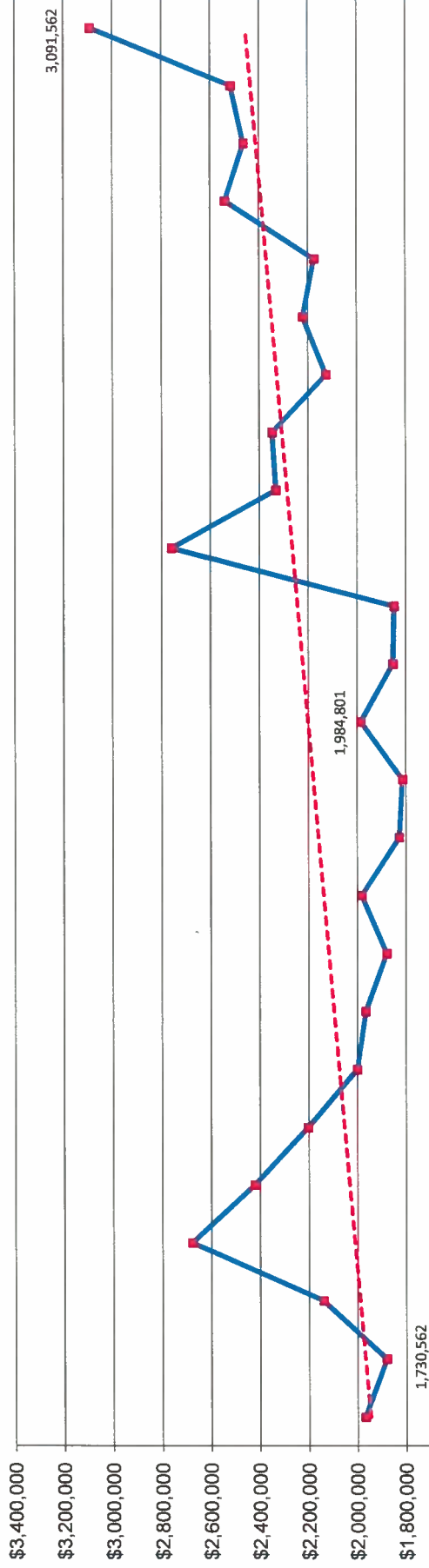
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Janett Conner  
Village Clerk

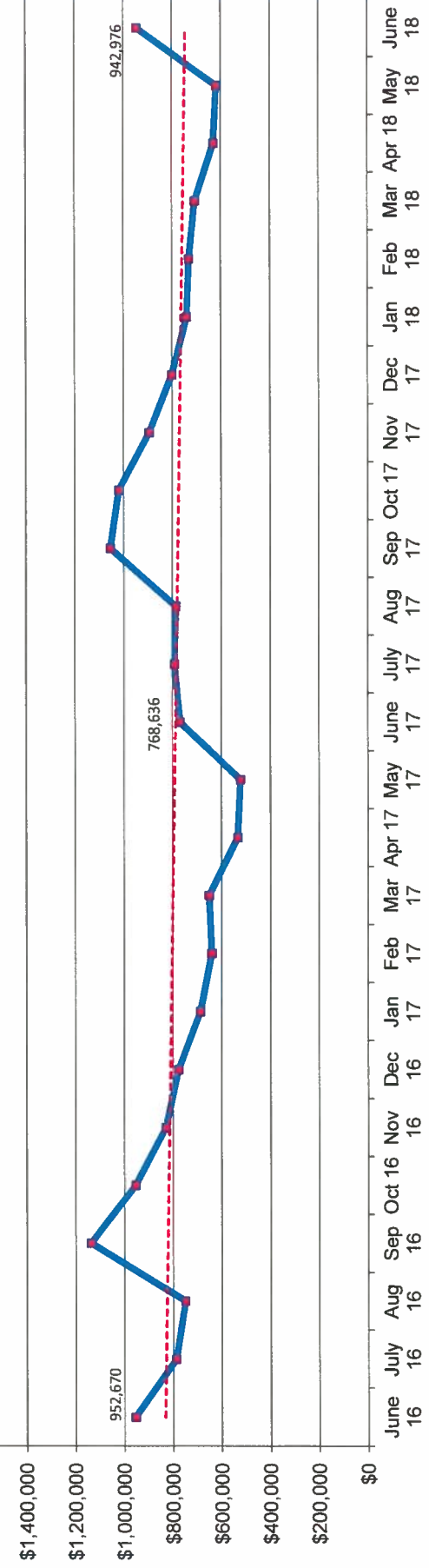
**VILLAGE OF BEECHER  
ACCOUNT BALANCES**

<u>Account</u>	<u>Number</u>	<u>5/31/2017</u>	<u>6/30/2017</u>	<u>5/31/2018</u>	<u>6/30/2018</u>	<u>Change</u>
MFT	Ck. 9016	\$ 121,431.16	\$ 98,709.26	\$ 101,832.95	\$ 107,808.72	\$ 5,975.77
Refuse	Ck. 59692	\$ 79,652.92	\$ 66,273.77	\$ 80,630.15	\$ 69,015.09	\$ (11,615.06)
Joint Fuel	Ck. 70041	\$ 42,577.07	\$ 44,476.17	\$ 38,053.34	\$ 40,529.02	\$ 2,475.68
W/S Debt	Ck. 107689	\$ 186,428.23	\$ 158,444.30	\$ 413,542.71	\$ 713,093.39	\$ 299,550.68
O&M	Ck. 9210	\$ 141,090.54	\$ 105,874.60	\$ 198,608.75	\$ 149,951.15	\$ (48,657.60)
W/S Main Replace	Ck. 162043	\$ 326,025.87	\$ 325,481.20	\$ 481,064.21	\$ 474,194.89	\$ (6,869.32)
W/S Capital	Ck. 7609	\$ 62,380.72	\$ 62,035.93	\$ 70,708.87	\$ 55,523.88	\$ (15,184.99)
Central	Ck. 62618	\$ 43,641.01	\$ 59,250.67	\$ 19,258.97	\$ 27,922.25	\$ 8,663.28
Infrastructure	Ck. 140074	\$ 249,414.43	\$ 256,911.47	\$ 291,629.22	\$ 299,271.21	\$ 7,641.99
General Ck.	Ck. 9008	\$ 521,477.35	\$ 768,635.98	\$ 617,941.16	\$ 942,976.37	\$ 325,035.21
Bond Redemption	Ck. 150649	\$ 1,081.98	\$ 1,082.12	\$ 5,539.60	\$ 5,540.74	\$ 1.14
CapEquipSinkFund	Ck. 164186	\$ 37,620.99	\$ 37,625.94	\$ 20,157.81	\$ 19,862.30	\$ (295.51)
All Village Accounts		\$ 1,812,822.27	\$ 1,984,801.41	\$ 2,338,967.74	\$ 2,905,689.01	\$ 566,721.27
<b>Commission &amp; Spec Accts</b>	<b>Number</b>	<b>5/31/2017</b>	<b>6/30/2017</b>	<b>5/31/2018</b>	<b>6/30/2018</b>	
4th July	Ck. 102989	\$ 35,273.12	\$ 51,878.77	\$ 37,213.00	\$ 36,919.38	\$ (293.62)
Builders Escrow	Ck. 130567	\$ 17,534.41	\$ 17,476.71	\$ 17,118.38	\$ 17,031.90	\$ (86.48)
Beautification	Ck. 130834	\$ 3,438.63	\$ 2,651.59	\$ 1,915.82	\$ 1,842.38	\$ (73.44)
Asset Forfeiture PD	Ck. 179752	\$ 596.30	\$ 596.42	\$ 2,098.80	\$ 2,099.23	\$ 0.43
Youth Commission	Ck. 135895	\$ 14,849.01	\$ 18,211.44	\$ 10,023.11	\$ 20,067.80	\$ 10,044.69
Ehlers Fund	Ck. 179744	\$ 11,118.35	\$ 11,119.81	\$ 11,143.99	\$ 11,146.29	\$ 2.30
Nantucket Escrow	Ck. 153303	\$ 62,851.30	\$ 62,859.57	\$ 58,887.24	\$ 58,899.40	\$ 12.16
Newsletter	Ck. 153745	\$ 977.85	\$ 977.98	\$ 2,427.39	\$ 306.14	\$ (2,121.25)
Escrow 170 Ind.	Ck. 165891	\$ 34,824.66	\$ 34,829.24	\$ 34,893.64	\$ 34,900.85	\$ 7.21
Ribbon of Hope	Ck. 9900058259	\$ 4,687.41	\$ 5,687.41	\$ 659.85	\$ 659.85	\$ -
Tot Lot	Ck. 1000519325				\$ 2,000.00	\$ 2,000.00
Commission & Spec Accts		\$ 186,151.04	\$ 206,288.94	\$ 176,381.22	\$ 185,873.22	\$ 9,492.00
All Total		\$ 1,998,973.31	\$ 2,191,090.35	\$ 2,515,348.96	\$ 3,091,562.23	\$ 576,213.27

### Village Accounts at Month End



### General Fund at Month End



**Commission Bills / Non AP Payments**

**6/1/2018 - 6/30/2018**

Date	Account	Num	Description	Memo	Amount
6/4/2018	4th July,ck102989	3296	Will County Health Department	appl for temporary food event	(45.00)
6/8/2018	4th July,ck102989	3297	Jim's Trees	memorial tree	(400.00)
6/8/2018	4th July,ck102989	3298	Beecher Hardware	glue, socket & tape	(11.49)
6/8/2018	4th July,ck102989	3299	Ken Bobowski	tent for pull tab tent	(94.44)
6/8/2018	4th July,ck102989	3300	Chase Card Services	PA & microphone	(268.80)
6/8/2018	4th July,ck102989	3301	Walt's Food Center	pop/powerade - park workers	(12.49)
6/11/2018	4th July,ck102989	3302	Holland Printing	advertising - brochures	(8,285.80)
6/21/2018	4th July,ck102989	3303	Dacav Industries	magnets for parade	(24.00)
6/21/2018	4th July,ck102989	3304	The Daily Journal	advertising/flyer insertion	(615.00)
6/21/2018	4th July,ck102989	3305	Chase Card Services	fest decorations	(176.39)
6/21/2018	4th July,ck102989	3306	B & B Publishing	newspaper inserts	(1,132.66)
6/21/2018	4th July,ck102989	3307	Home Depot	paint	(383.84)
6/27/2018	4th July,ck102989	3308	Cash	Start up cash for 4th of July fest	(20,000.00)
6/28/2018	4th July,ck102989	3309	Kyle Mitchell	Park cleanup	(200.00)
6/28/2018	4th July,ck102989	3310	Joe Campione	Park cleanup	(200.00)
6/28/2018	4th July,ck102989	3311	Steven Zellner	Park cleanup	(200.00)
6/28/2018	4th July,ck102989	3312	Matt Conner	Park cleanup	(200.00)
6/28/2018	4th July,ck102989	3313	Larry Stenger	Park cleanup	(200.00)
6/28/2018	4th July,ck102989	3314	Nick Strba	Park cleanup	(200.00)
6/28/2018	4th July,ck102989	3315	James Pratl	Park cleanup	(200.00)
6/29/2018	4th July,ck102989	3316	First Community Bank	sponsorship postage	(27.26)
6/29/2018	4th July,ck102989	3317	Creative Brick & Concrete	Larry Cox memorial brick	(111.04)
	<b>4th July,ck102989 Total</b>				<b>(32,988.21)</b>
6/14/2018	Beautification,ck130834	1165	Steve Weishaar	reimburse for flowers	(73.84)
	<b>Beautification,ck130834 Total</b>				<b>(73.84)</b>
6/7/2018	Builders Escrow,ck130567	1122	Tadpole's Aquascapes	mowing charges, Inv. 5990	(90.00)
6/28/2018	Builders Escrow,ck130567	1123	Olthof Homes	1754 Bucksport reimburse escrow	(2,100.00)
	<b>Builders Escrow,ck130567 Total</b>				<b>(2,190.00)</b>
6/1/2018	Central_ck62618	EFT	IPBC	Health Ins auto debit 06/2018	(18,349.40)
6/13/2018	Central_ck62618	EFT	Net Pay	Net Pay payroll 06/13/18	(38,919.28)
6/27/2018	Central_ck62618	EFT	Net Pay	Net Pay payroll 06/27/18	(36,345.28)
	<b>Central_ck62618 Total</b>				<b>(93,613.96)</b>
6/1/2018	General,ck9008	24010	ICMA	ICMA	(300.00)
6/1/2018	General,ck9008	24011	Teamsters Union Local # 727	Police Union health ins	(6,110.50)
6/1/2018	General,ck9008	ACH	Fed Payroll Taxes	Fed w/h, ss, med payroll 05/30/18	(14,715.15)
6/1/2018	General,ck9008	ACH	State Of Illinois	IL w/h tax payroll 05/30/18	(2,544.26)
6/1/2018	General,ck9008	TXFR	IPBC	Health Ins auto debit 06/2018	(12,284.57)
6/7/2018	General,ck9008	24012	Operating Engineers Local 399	PW & Clerical Union Dues	(115.50)
6/8/2018	General,ck9008	EFT	IMRF	IMRF	(16,469.72)
6/11/2018	General,ck9008	24013	Teamsters Union Local # 700	p.d. union dues May	(376.72)
6/12/2018	General,ck9008	24014	AFLAC	Aflac suplimental ins	(260.54)
6/13/2018	General,ck9008	EFT	Illinois State Disbursement Unit	Little - 06/13/18 payroll	(1,200.00)
6/14/2018	General,ck9008	EFT	Illinois Department Of Revenue	Fraher State Tax Levy	(259.87)
6/15/2018	General,ck9008	EFT	Fed Payroll Taxes	Fed w/h, ss, med payroll 06/13/18	(15,250.84)
6/15/2018	General,ck9008	EFT	State Of Illinois	IL w/h tax payroll 06/13/18	(2,630.90)
6/18/2018	General,ck9008	24015	Humana Dental	181934041	(1,644.75)
6/25/2018	General,ck9008	EFT	Ill Dept. Of Revenue	Fraher State Tax levy	(63.18)
6/26/2018	General,ck9008	24016	VSP Of Illinois	vision ins	(300.37)
6/27/2018	General,ck9008	EFT	State Of Illinois	IL w/h tax payroll 06/27/18	(2,398.35)
6/27/2018	General,ck9008	EFT	Illinois State Disbursement Unit	Little - 06/27/18 payroll	(1,200.00)
6/28/2018	General,ck9008	24017	Kozol Brothers	4th fest - beer deposit	(23,164.44)
6/28/2018	General,ck9008	24018	NCPERS Group Life Ins.	supp. life ins., 47250718	(48.00)
6/28/2018	General,ck9008	24019	Icma	302933 deferred comp.deducts	(200.00)
6/29/2018	General,ck9008	EFT	Fed Payroll Taxes	Fed w/h, ss, med payroll 06/27/18	(13,806.14)
	<b>General,ck9008 Total</b>				<b>(115,343.80)</b>

6/15/2018	Infrastructure,ck140074	ACH	First Community Bank	loan payment June 2018	(2,640.98)
	<b>Infrastructure,ck140074 Total</b>				<b>(2,640.98)</b>
6/1/2018	Joint Fuel,ck70041	1317	Heritage FS	Inv. 80853	(3,558.82)
6/4/2018	Joint Fuel,ck70041	1318	Washington Township	Monthly internet and electric	(100.00)
6/4/2018	Joint Fuel,ck70041	TXFR	Village Of Beecher	Administrative duties reimbursemer	(300.00)
6/12/2018	Joint Fuel,ck70041	1319	Heritage FS	Inv. 80942 & 80945	(4,302.94)
6/15/2018	Joint Fuel,ck70041	1320	Heritage FS	Inv. 81003	(2,484.17)
6/26/2018	Joint Fuel,ck70041	1321	Heritage FS	Inv. 81077	(3,080.66)
	<b>Joint Fuel,ck70041 Total</b>				<b>(13,826.59)</b>
6/1/2018	O & M,ck9210	8165	Icma	302933 deferred comp.deducts	(1,826.80)
6/1/2018	O & M,ck9210	TXFR	IPBC	Health Ins auto debit 06/2018	(6,064.83)
6/4/2018	O & M,ck9210	TXFR	Misc Checks	credit card deposit	(3,295.89)
6/8/2018	O & M,ck9210	EFT	IMRF	IMRF	(7,059.73)
6/12/2018	O & M,ck9210	8166	Operating Engineers Local 399	PW & Clerical Union Dues	(322.50)
6/19/2018	O & M,ck9210	ACH	Credit Card Charges	fees for May Credit Card payments	(14.37)
6/28/2018	O & M,ck9210	8167	Icma	302933 deferred comp.deducts	(1,213.62)
	<b>O &amp; M,ck9210 Total</b>				<b>(19,797.74)</b>
6/4/2018	Refuse,ck59692	777	Star / A&J Disposal	pick up, May 2018,#11-28728	(25,245.97)
	<b>Refuse,ck59692 Total</b>				<b>(25,245.97)</b>
6/3/2018	W-S Debt,ck107689	ACH	First Community Bank	loan payment June 2018	(557.56)
	<b>W-S Debt,ck107689 Total</b>				<b>(557.56)</b>
6/11/2018	Youth Comm.,ck135895	1385	Petty Cash	reimbursement of receipts	(208.78)
6/15/2018	Youth Comm.,ck135895	1386	On The Square	Deposit - Back to School Event	(100.00)
	<b>Youth Comm.,ck135895 Total</b>				<b>(308.78)</b>
	<b>Grand Total</b>				<b>(306,587.43)</b>

# VILLAGE OF BEECHER (BEEFND)

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<b>Operating Revenue</b>				
01-00-311 REAL ESTATE TAX	100,574.83	100,574.83	969,716.00	869,141.17
01-00-321 LIQUOR LICENSES	625.00	625.00	12,900.00	12,275.00
01-00-323 BUSINESS LICENSES	300.00	300.00	3,050.00	2,750.00
01-00-324 ANIMAL LICENSES	475.00	475.00	8,960.00	8,485.00
01-00-325 CONTRACTOR'S LICENSES	3,250.00	3,250.00	17,650.00	14,400.00
01-00-326 AMUSEMENT DEVICE LICENSES	50.00	50.00	1,250.00	1,200.00
01-00-327 VIDEO GAMING TAX	8,211.34	8,211.34	59,032.00	50,820.66
01-00-331 BUILDING PERMITS	4,021.80	4,021.80	49,706.00	45,684.20
01-00-332 RE-INSPECTION FEES	0.00	0.00	100.00	100.00
01-00-333 PARK IMPACT FEES	0.00	0.00	0.00	0.00
01-00-341 STATE INCOME TAX	59,784.02	59,784.02	417,592.00	357,807.98
01-00-343 REPLACEMENT TAX	1,053.92	1,053.92	4,700.00	3,646.08
01-00-345 SALES TAX	31,273.21	31,273.21	445,764.00	414,490.79
01-00-347 STATE USE TAX	8,538.90	8,538.90	106,502.00	97,963.10
01-00-352 IPRF GRANT - PPE FOR PW	0.00	0.00	0.00	0.00
01-00-353 E 9-1-1 GRANT	0.00	0.00	1,500.00	1,500.00
01-00-354 DCEO GRANT - BALLFIELD LIGHTS	0.00	0.00	0.00	0.00
01-00-355 GRANTS	0.00	0.00	0.00	0.00
01-00-356 CMAP LTA PLANNING GRANT	0.00	0.00	0.00	0.00
01-00-359 INTERGOVERNMENTAL REVENUES	0.00	0.00	42,119.00	42,119.00
01-00-361 COURT FINES	3,588.72	3,588.72	43,952.00	40,363.28
01-00-362 LOCAL ORDINANCE FINES	775.00	775.00	9,900.00	9,125.00
01-00-363 TOWING FEES	3,500.00	3,500.00	17,000.00	13,500.00
01-00-381 INTEREST INCOME	139.15	139.15	1,610.00	1,470.85
01-00-382 TELECOMM/EXCISE TAX	7,075.98	7,075.98	90,000.00	82,924.02
01-00-383 FRANCHISE FEES - CATV	0.00	0.00	75,135.00	75,135.00
01-00-384 REIMBURSEMENTS - ENGINEERING	0.00	0.00	9,000.00	9,000.00
01-00-386 MOSQUITO ABATEMENT FEES	20,460.01	20,460.01	20,376.00	(84.01)
01-00-387 FINGERPRINT FEES	180.00	180.00	600.00	420.00
01-00-389 MISCELLANEOUS INCOME	369.85	369.85	15,900.00	15,530.15
01-00-392 FIXED ASSET SALES	0.00	0.00	500.00	500.00
01-00-393 INTERFUND OPERATING TRANS	0.00	0.00	125,418.00	125,418.00
01-00-396 RESERVE CASH	0.00	0.00	20,000.00	20,000.00
01-00-397 ENCUMBERANCES	0.00	0.00	30,800.00	30,800.00
<b>Total Operating Revenue</b>	<b>\$254,246.73</b>	<b>\$254,246.73</b>	<b>\$2,600,732.00</b>	<b>\$2,346,485.27</b>
<b>Total Revenue</b>	<b>\$254,246.73</b>	<b>\$254,246.73</b>	<b>\$2,600,732.00</b>	<b>\$2,346,485.27</b>
<b>Operating Expense</b>				
01-01-441 ELECTED OFFICIALS SALARIES	0.00	0.00	22,900.00	22,900.00
01-01-442 APPT OFFICIALS SALARIES	0.00	0.00	17,500.00	17,500.00
01-01-461 SOCIAL SECURITY	0.00	0.00	2,700.00	2,700.00
01-01-536 DATA PROCESSING SERVICES	0.00	0.00	0.00	0.00
01-01-552 TELEPHONE	560.00	560.00	560.00	0.00
01-01-561 DUES AND PUBLICATIONS	0.00	0.00	8,205.00	8,205.00
01-01-565 CONFERENCES	401.20	401.20	8,000.00	7,598.80
01-01-566 MEETING EXPENSES	0.00	0.00	250.00	250.00
01-02-441 APPOINTED OFFICIALS SALARIES	0.00	0.00	1,440.00	1,440.00
01-02-442 FICA	0.00	0.00	110.00	110.00
01-02-533 ENGINEERING SERVICES	0.00	0.00	9,000.00	9,000.00
01-02-535 PLANNING SERVICES	11,168.60	11,168.60	13,000.00	1,831.40
01-02-561 DUES AND PUBLICATIONS	0.00	0.00	175.00	175.00
01-02-566 MEETING EXPENSES	0.00	0.00	0.00	0.00
01-03-421 SALARIES FULL-TIME	18,753.64	18,753.64	99,242.00	80,488.36

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01-03-451 HEALTH INSURANCE	2,062.04	2,062.04	24,419.00	22,356.96
01-03-461 SOCIAL SECURITY	1,434.65	1,434.65	7,592.00	6,157.35
01-03-462 IMRF	792.23	792.23	10,688.00	9,895.77
01-03-532 AUDITING SERVICES	0.00	0.00	9,150.00	9,150.00
01-03-534 LEGAL SERVICES	991.33	991.33	15,672.00	14,680.67
01-03-536 DATA PROCESSING SERVICES	0.00	0.00	4,150.00	4,150.00
01-03-539 CODIFICATION	0.00	0.00	1,500.00	1,500.00
01-03-551 POSTAGE	157.07	157.07	1,950.00	1,792.93
01-03-552 TELEPHONE	700.00	700.00	9,800.00	9,100.00
01-03-555 COPYING AND PRINTING	649.55	649.55	4,800.00	4,150.45
01-03-558 LEGAL NOTICES	60.00	60.00	2,860.00	2,800.00
01-03-561 DUES AND PUBLICATIONS	0.00	0.00	1,225.00	1,225.00
01-03-566 MEETING EXPENSES	0.00	0.00	250.00	250.00
01-03-567 PROFESSIONAL DEVELOPMENT	0.00	0.00	4,000.00	4,000.00
01-03-595 OTHER CONTRACTUAL SERV	0.00	0.00	600.00	600.00
01-03-651 OFFICE SUPPLIES	0.00	0.00	1,650.00	1,650.00
01-03-822 CAPITAL OUTLAY - BLDG	0.00	0.00	0.00	0.00
01-03-830 NEW EQUIPMENT	0.00	0.00	4,500.00	4,500.00
01-04-422 PART-TIME SALARIES	0.00	0.00	0.00	0.00
01-04-461 SOCIAL SECURITY	0.00	0.00	0.00	0.00
01-04-595 OTHER CONTRACTUAL SERVICES	2,778.65	2,778.65	39,506.00	36,727.35
01-05-421 APPOINTED OFFICIALS SALARIES	0.00	0.00	5,850.00	5,850.00
01-05-461 FICA	0.00	0.00	448.00	448.00
01-05-462 IMRF	0.00	0.00	644.00	644.00
01-05-512 MAINT SERVICE - EQUIP	0.00	0.00	4,490.00	4,490.00
01-05-513 MAINT SERVICE - VEHICLES	123.71	123.71	2,500.00	2,376.29
01-05-563 TRAINING (ESDA)	0.00	0.00	900.00	900.00
01-05-566 MEETING EXPENSES	0.00	0.00	500.00	500.00
01-05-595 OTHER PROFESSIONAL SERVICES	0.00	0.00	2,500.00	2,500.00
01-05-652 FIELD SUPPLIES	0.00	0.00	1,500.00	1,500.00
01-05-669 SUPPLIES - OTHER	0.00	0.00	1,500.00	1,500.00
01-06-421 SALARIES FULL-TIME	105,738.43	105,738.43	633,606.00	527,867.57
01-06-422 SALARIES PART-TIME	24,756.20	24,756.20	54,807.00	30,050.80
01-06-423 OVERTIME	21,555.89	21,555.89	68,368.00	46,812.11
01-06-451 HEALTH INSURANCE	1,558.36	1,558.36	139,293.00	137,734.64
01-06-461 SOCIAL SECURITY	11,771.21	11,771.21	57,894.00	46,122.79
01-06-462 IMRF	5,401.18	5,401.18	79,819.00	74,417.82
01-06-471 UNIFORM ALLOWANCE	339.85	339.85	9,800.00	9,460.15
01-06-513 MAINT SERVICE - VEHICLES	677.80	677.80	13,145.00	12,467.20
01-06-521 MAINT SERVICE - EQUIP	60.17	60.17	16,230.00	16,169.83
01-06-534 LEGAL SERVICES	1,050.00	1,050.00	17,800.00	16,750.00
01-06-536 DATA PROCESSING SERVICES	300.00	300.00	6,000.00	5,700.00
01-06-549 OTHER PROFESSIONAL SERVICES	4,193.18	4,193.18	5,700.00	1,506.82
01-06-551 POSTAGE	0.00	0.00	950.00	950.00
01-06-552 TELEPHONE	300.00	300.00	8,000.00	7,700.00
01-06-555 COPYING AND PRINTING	0.00	0.00	2,400.00	2,400.00
01-06-556 DISPATCHING SERVICES	0.00	0.00	97,095.00	97,095.00
01-06-561 DUES AND PUBLICATIONS	0.00	0.00	9,040.00	9,040.00
01-06-563 TRAINING	655.00	655.00	8,990.00	8,335.00
01-06-566 MEETING EXPENSES	619.50	619.50	1,010.00	390.50
01-06-567 PROFESSIONAL DEVELOPMENT	0.00	0.00	3,000.00	3,000.00
01-06-575 CIRCUIT COURT RENT	0.00	0.00	0.00	0.00
01-06-613 MAINT SUPPLIES - VEHICLES	0.00	0.00	3,520.00	3,520.00
01-06-651 OFFICE SUPPLIES	225.59	225.59	2,400.00	2,174.41
01-06-652 FIELD SUPPLIES	0.00	0.00	16,000.00	16,000.00
01-06-656 UNLEADED FUEL	10,826.22	10,826.22	33,000.00	22,173.78

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01-06-830 NEW EQUIPMENT	0 00	0 00	5,847.00	5,847.00
01-06-840 NEW VEHICLE	27,896.00	27,896.00	43,000.00	15,104.00
01-06-929 MISC EXPENSES	0 00	0 00	100.00	100.00
01-07-538 MOSQUITO ABATEMENT SERV	0 00	0 00	3,500.00	3,500.00
01-07-595 OTHER CONTRACTUAL SERV	0 00	0 00	1,900.00	1,900.00
01-08-421 SALARIES FULL-TIME	15,926.50	15,926.50	109,461.00	93,534.50
01-08-422 SALARIES PART-TIME	0 00	0 00	0 00	0 00
01-08-423 OVERTIME	1,130.53	1,130.53	12,456.00	11,325.47
01-08-451 HEALTH INSURANCE	2,016.59	2,016.59	29,107.00	27,090.41
01-08-461 SOCIAL SECURITY	1,249.82	1,249.82	9,327.00	8,077.18
01-08-462 IMRF	1,010.46	1,010.46	13,131.00	12,120.54
01-08-471 UNIFORM ALLOWANCE	815.22	815.22	2,000.00	1,184.78
01-08-512 MAINT SERVICE - EQUIPMENT	437.36	437.36	2,300.00	1,862.64
01-08-513 MAINT SERVICE - VEHICLES	70.50	70.50	13,750.00	13,679.50
01-08-514 MAINT SERVICE - STREET	0 00	0 00	17,300.00	17,300.00
01-08-516 MAINT SERVICE - STREET LIGHT	0 00	0 00	180.00	180.00
01-08-533 ENGINEERING	996.25	996.25	2,900.00	1,903.75
01-08-572 STREET LIGHTING	129.21	129.21	126,240.00	126,110.79
01-08-576 RENTALS	599.01	599.01	9,763.00	9,163.99
01-08-595 OTHER CONTRACTUAL SERV	0 00	0 00	0 00	0 00
01-08-612 MAINT SUPPLIES EQUIPMENT	287.17	287.17	2,800.00	2,512.83
01-08-613 MAINT SUPPLIES - VEHICLES	7.44	7.44	3,500.00	3,492.56
01-08-614 MAINT SUPPLIES - STREET	4,434.64	4,434.64	30,675.00	26,240.36
01-08-653 SMALL TOOLS	0 00	0 00	500.00	500.00
01-08-656 UNLEADED FUEL	1,471.38	1,471.38	26,500.00	25,028.62
01-08-830 CAPITAL OUTLAY- EQUIP	0 00	0 00	0 00	0 00
01-08-860 CAPITAL OUTLAY-INFRASTRUCTURE	0 00	0 00	0 00	0 00
01-09-511 MAINT SERVICE - BUILDING	926.41	926.41	10,200.00	9,273.59
01-09-611 MAINT SUPPLIES - BUILDING	0 00	0 00	990.00	990.00
01-09-654 JANITORIAL SUPPLIES	46.43	46.43	1,000.00	953.57
01-09-820 BUILDING	4,012.75	4,012.75	12,300.00	8,287.25
01-09-821 DEPOT RENT	0 00	0 00	2,086.00	2,086.00
01-09-830 NEW EQUIPMENT - CATV	0 00	0 00	0 00	0 00
01-10-820 CAPITAL OUTLAY - BUILDING	0 00	0 00	0 00	0 00
01-10-860 CAPITAL OUTLAY-INFRASTRUCT	0 00	0 00	120,000.00	120,000.00
01-11-451 HEALTH INSURANCE	692.60	692.60	11,084.00	10,391.40
01-11-453 UNEMPLOYMENT INSURANCE	0 00	0 00	9,984.00	9,984.00
01-11-592 COMPREHENSIVE INSURANCE	0 00	0 00	69,320.00	69,320.00
01-11-595 OTHER CONTRACTUAL SERV	0 00	0 00	624.00	624.00
01-11-730 FISCAL AGENT FEES	0 00	0 00	350.00	350.00
01-11-914 SALES TAX REIMBURSEMENTS	0 00	0 00	128,818.00	128,818.00
01-11-915 PROPERTY TAX REIMB	0 00	0 00	4,657.00	4,657.00
01-11-951 CAPITAL RESERVE CONTRIB	0 00	0 00	0 00	0 00
01-11-953 INTERFUND TRANSFERS	0 00	0 00	0 00	0 00
01-11-954 INTERFUND TRANS- GO BOND ACCT	13,574.19	13,574.19	87,295.00	73,720.81
01-11-955 INTERFUND TRANS-CAP EQUIP	0 00	0 00	13,654.00	13,654.00
01-11-956 INTERFUND TRANS-PARK	0 00	0 00	0 00	0 00
01-13-421 FULL-TIME SALARIES - PARKS	0 00	0 00	0 00	0 00
01-13-422 SALARIES PART-TIME	1,743.50	1,743.50	6,504.00	4,760.50
01-13-461 SOCIAL SECURITY	133.37	133.37	496.00	362.63
01-13-515 MAINT SERVICE - PARKS	2,870.00	2,870.00	9,400.00	6,530.00
01-13-571 ELECTRIC POWER	111.24	111.24	3,140.00	3,028.76
01-13-595 CONTRACTUAL SERVICES	317.50	317.50	2,800.00	2,482.50
01-13-614 MAINT SUPPLIES - PARKS	949.87	949.87	3,700.00	2,750.13
<b>Total Operating Expense</b>	<b>\$314,517.19</b>	<b>\$314,517.19</b>	<b>\$2,600,732.00</b>	<b>\$2,286,214.81</b>



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Total Expense	\$314,517.19	\$314,517.19	\$2,600,732.00	\$2,286,214.81
Excess Revenue Over Expenses	(\$60,270.46)	(\$60,270.46)	\$0.00	\$60,270.46

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>11 - CAPITAL EQUIPMENT SINKING FUND</b>				
<b>Operating Revenue</b>				
11-00-381 INTEREST INCOME	4.45	4.45	0.00	(4.45)
11-00-392 PROCEEDS - FIXED ASSET SALES	0.00	0.00	0.00	0.00
11-00-393 INTERFUND TRANSFERS	0.00	0.00	35,422.00	35,422.00
11-00-396 RESERVE CASH	0.00	0.00	6,078.00	6,078.00
11-00-397 ENCUMBERANCES	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$4.45</b>	<b>\$4.45</b>	<b>\$41,500.00</b>	<b>\$41,495.55</b>
<b>Total Revenue</b>	<b>\$4.45</b>	<b>\$4.45</b>	<b>\$41,500.00</b>	<b>\$41,495.55</b>
<b>Operating Expense</b>				
11-11-830 CAPITAL OUTLAY - EQUIPMENT	299.64	299.64	41,500.00	41,200.36
11-11-961 CAPITAL RESERVE CONTRIBUTION	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$299.64</b>	<b>\$299.64</b>	<b>\$41,500.00</b>	<b>\$41,200.36</b>
<b>Total Expense</b>	<b>\$299.64</b>	<b>\$299.64</b>	<b>\$41,500.00</b>	<b>\$41,200.36</b>
<b>Excess Revenue Over Expenses</b>	<b>(\$295.19)</b>	<b>(\$295.19)</b>	<b>\$0.00</b>	<b>\$295.19</b>

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>12 - REFUSE ACCOUNT</b>				
<b>Operating Revenue</b>				
12-00-377 REFUSE CHARGES	42,096.81	42,096.81	334,917.00	292,820.19
12-00-381 INTEREST INCOME	13.58	13.58	0.00	(13.58)
12-00-389 MISCELLANEOUS INCOME	653.10	653.10	8,000.00	7,346.90
12-00-396 RESERVE CASH	0.00	0.00	3,987.00	3,987.00
<b>Total Operating Revenue</b>	<b>\$42,763.49</b>	<b>\$42,763.49</b>	<b>\$346,904.00</b>	<b>\$304,140.51</b>
<b>Total Revenue</b>	<b>\$42,763.49</b>	<b>\$42,763.49</b>	<b>\$346,904.00</b>	<b>\$304,140.51</b>
<b>Operating Expense</b>				
12-07-573 REFUSE DISPOSAL	25,245.97	25,245.97	313,486.00	288,240.03
12-07-578 YARD WASTE BAGS	355.50	355.50	8,000.00	7,644.50
12-07-953 INTERFUND OPERAT TRANS	0.00	0.00	25,418.00	25,418.00
<b>Total Operating Expense</b>	<b>\$25,601.47</b>	<b>\$25,601.47</b>	<b>\$346,904.00</b>	<b>\$321,302.53</b>
<b>Total Expense</b>	<b>\$25,601.47</b>	<b>\$25,601.47</b>	<b>\$346,904.00</b>	<b>\$321,302.53</b>
<b>Excess Revenue Over Expenses</b>	<b>\$17,162.02</b>	<b>\$17,162.02</b>	<b>\$0.00</b>	<b>(\$17,162.02)</b>

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14 - MFT ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>Operating Revenue</b>				
14-00-344 MOTOR FUEL TAX	9,978.91	9,978.91	111,678.00	101,699.09
14-00-381 INTEREST	22.54	22.54	100.00	77.46
14-00-384 SAFE ROUTES TO SCHOOL GRANT	0.00	0.00	0.00	0.00
14-00-385 FEDERAL STP - PENFIELD REIMB	0.00	0.00	0.00	0.00
14-00-389 MISC INCOME -SPECIAL MFT PMT	0.00	0.00	0.00	0.00
14-00-396 MFT RESERVE CASH	0.00	0.00	70,082.00	70,082.00
14-00-397 ENCUMBRANCES	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$10,001.45</b>	<b>\$10,001.45</b>	<b>\$181,860.00</b>	<b>\$171,858.55</b>
<b>Total Revenue</b>	<b>\$10,001.45</b>	<b>\$10,001.45</b>	<b>\$181,860.00</b>	<b>\$171,858.55</b>
<b>Operating Expense</b>				
14-08-533 ENGINEERING	3,233.23	3,233.23	80,825.00	77,591.77
14-08-614 MAINT. SUPPLIES - STREET	0.00	0.00	65,791.00	65,791.00
14-10-711 DEBT SERVICE - 2006 INSTALL	0.00	0.00	0.00	0.00
14-10-860 CAPITAL OUTLAY-INFRASTRUCTURE	0.00	0.00	35,244.00	35,244.00
14-10-861 CAPITAL PROJECTS	0.00	0.00	0.00	0.00
14-10-951 RESERVE CONTRIBUTION	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$3,233.23</b>	<b>\$3,233.23</b>	<b>\$181,860.00</b>	<b>\$178,626.77</b>
<b>Total Expense</b>	<b>\$3,233.23</b>	<b>\$3,233.23</b>	<b>\$181,860.00</b>	<b>\$178,626.77</b>
<b>Excess Revenue Over Expenses</b>	<b>\$6,768.22</b>	<b>\$6,768.22</b>	<b>\$0.00</b>	<b>(\$6,768.22)</b>

# VILLAGE OF BEECHER (BEEFND)

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>16 - JOINT FUEL ACCOUNT</b>				
<b>Operating Revenue</b>				
16-00-358 FUEL FUND REIMBURSEMENTS	15,769.34	15,769.34	208,190.00	192,420.66
16-00-381 INTEREST	8.26	8.26	0.00	(8.26)
16-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$15,777.60</b>	<b>\$15,777.60</b>	<b>\$208,190.00</b>	<b>\$192,412.40</b>
<b>Total Revenue</b>	<b>\$15,777.60</b>	<b>\$15,777.60</b>	<b>\$208,190.00</b>	<b>\$192,412.40</b>
<b>Operating Expense</b>				
16-12-577 FUEL PAYMENTS	20,119.48	20,119.48	208,190.00	188,070.52
16-12-820 CAPITAL OUTLAY-EQUIP	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$20,119.48</b>	<b>\$20,119.48</b>	<b>\$208,190.00</b>	<b>\$188,070.52</b>
<b>Total Expense</b>	<b>\$20,119.48</b>	<b>\$20,119.48</b>	<b>\$208,190.00</b>	<b>\$188,070.52</b>
<b>Excess Revenue Over Expenses</b>	<b>(\$4,341.88)</b>	<b>(\$4,341.88)</b>	<b>\$0.00</b>	<b>\$4,341.88</b>

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>18 - G.O. BOND REDEMPTION FUND</b>				
<b>Operating Revenue</b>				
18-00-381 INTEREST INCOME	1.13	1.13	0.00	(1.13)
18-00-393 INTERFUND OPERATING TRANS	4,441.00	4,441.00	87,295.00	82,854.00
18-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$4,442.13</b>	<b>\$4,442.13</b>	<b>\$87,295.00</b>	<b>\$82,852.87</b>
<b>Total Revenue</b>	<b>\$4,442.13</b>	<b>\$4,442.13</b>	<b>\$87,295.00</b>	<b>\$82,852.87</b>
<b>Operating Expense</b>				
18-00-710 PRINCIPAL & INTEREST	0.00	0.00	87,295.00	87,295.00
18-00-820 BUILDING	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$87,295.00</b>	<b>\$87,295.00</b>
<b>Total Expense</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$87,295.00</b>	<b>\$87,295.00</b>
<b>Excess Revenue Over Expenses</b>	<b>\$4,442.13</b>	<b>\$4,442.13</b>	<b>\$0.00</b>	<b>(\$4,442.13)</b>

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19 - PUBLIC INFRASTRUCTURE ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>Operating Revenue</b>				
19-00-346 1/2% INFRASTRUCTURE SALES TAX	10,579.83	10,579.83	144,110.00	133,530.17
19-00-355 STP GRANT- NEW TRAFFIC SIGNAL	0.00	0.00	0.00	0.00
19-00-356 PENFIELD ST STP PE II REIMB	0.00	0.00	310,000.00	310,000.00
19-00-381 INTEREST INCOME	64.57	64.57	500.00	435.43
19-00-393 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
19-00-394 LOAN PROCEEDS - ENG INFRA	0.00	0.00	0.00	0.00
19-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$10,644.40</b>	<b>\$10,644.40</b>	<b>\$454,610.00</b>	<b>\$443,965.60</b>
<b>Total Revenue</b>	<b>\$10,644.40</b>	<b>\$10,644.40</b>	<b>\$454,610.00</b>	<b>\$443,965.60</b>
<b>Operating Expense</b>				
19-19-533 ENGINEERING	0.00	0.00	352,918.00	352,918.00
19-19-711 DEBT SERV-2014 STP ENGIN LOAN	2,640.98	2,640.98	31,692.00	29,051.02
19-19-861 CAPITAL OUTLAY - INFRA	0.00	0.00	70,000.00	70,000.00
19-19-952 CAPITAL RESERVE CONTRIB	0.00	0.00	0.00	0.00
19-19-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$2,640.98</b>	<b>\$2,640.98</b>	<b>\$454,610.00</b>	<b>\$451,969.02</b>
<b>Total Expense</b>	<b>\$2,640.98</b>	<b>\$2,640.98</b>	<b>\$454,610.00</b>	<b>\$451,969.02</b>
<b>Excess Revenue Over Expenses</b>	<b>\$8,003.42</b>	<b>\$8,003.42</b>	<b>\$0.00</b>	<b>(\$8,003.42)</b>

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51 - WATER ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>Operating Revenue</b>				
51-00-371 WATER CHARGES	96,013.21	96,013.21	728,903.00	632,889.79
51-00-375 WATER SERVICE CONNECTION FEES	1,379.90	1,379.90	10,000.00	8,620.10
51-00-381 INTEREST INCOME	20.75	20.75	340.00	319.25
51-00-387 RENTAL INCOME	225.00	225.00	2,700.00	2,475.00
51-00-389 MISCELLANEOUS INCOME	0.00	0.00	3,900.00	3,900.00
51-00-393 INTERFUND TRANS FROM GENERAL	0.00	0.00	0.00	0.00
51-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$97,638.86</b>	<b>\$97,638.86</b>	<b>\$745,843.00</b>	<b>\$648,204.14</b>
<b>Total Revenue</b>	<b>\$97,638.86</b>	<b>\$97,638.86</b>	<b>\$745,843.00</b>	<b>\$648,204.14</b>
<b>Operating Expense</b>				
51-20-421 SALARIES FULL-TIME	43,103.58	43,103.58	222,854.00	179,750.42
51-20-422 SALARIES PART-TIME	4,580.00	4,580.00	11,200.00	6,620.00
51-20-423 SALARIES OVERTIME	990.75	990.75	10,262.00	9,271.25
51-20-451 HEALTH INSURANCE	2,695.48	2,695.48	31,916.00	29,220.52
51-20-461 SOCIAL SECURITY	3,723.58	3,723.58	19,639.00	15,915.42
51-20-462 IMRF	1,847.28	1,847.28	26,442.00	24,594.72
51-20-471 UNIFORMS	0.00	0.00	200.00	200.00
51-20-513 MAINT SERVICE- VEHICLES	0.00	0.00	4,500.00	4,500.00
51-20-517 MAINT SERVICE - WATER SYSTEM	3,401.90	3,401.90	36,500.00	33,098.10
51-20-532 AUDIT	0.00	0.00	5,000.00	5,000.00
51-20-533 ENGINEERING	0.00	0.00	0.00	0.00
51-20-534 LEGAL SERVICES	0.00	0.00	4,200.00	4,200.00
51-20-536 DATA PROCESSING SERVICES	1,949.94	1,949.94	3,500.00	1,550.06
51-20-537 LABORATORY ANALYSIS	148.88	148.88	5,550.00	5,401.12
51-20-551 POSTAGE	207.44	207.44	2,400.00	2,192.56
51-20-552 TELEPHONE	157.75	157.75	1,680.00	1,522.25
51-20-553 LEASED CONTROL LINES	200.00	200.00	2,280.00	2,080.00
51-20-561 DUES AND PUBLICATIONS	373.56	373.56	975.00	601.44
51-20-563 TRAINING	150.00	150.00	5,400.00	5,250.00
51-20-565 CONFERENCES	0.00	0.00	0.00	0.00
51-20-571 ELECTRIC POWER	1,836.73	1,836.73	31,653.00	29,816.27
51-20-592 COMPREHENSIVE INSURANCE	0.00	0.00	34,660.00	34,660.00
51-20-595 OTHER PROFESSIONAL SERVICES	0.00	0.00	900.00	900.00
51-20-611 MAINT SUPPLIES - BUILDING	0.00	0.00	350.00	350.00
51-20-616 MAINT SUPPLIES-WATER SYSTEM	(3,883.15)	(3,883.15)	58,427.00	62,310.15
51-20-651 OFFICE SUPPLIES	0.00	0.00	1,900.00	1,900.00
51-20-653 SMALL TOOLS	0.00	0.00	500.00	500.00
51-20-656 UNLEADED FUEL	0.00	0.00	0.00	0.00
51-20-657 DIESEL FUEL	0.00	0.00	600.00	600.00
51-20-659 CHEMICALS	6,916.50	6,916.50	35,885.00	28,968.50
51-20-822 CAPITAL OUTLAY - BLDG	0.00	0.00	0.00	0.00
51-20-830 CAPITAL OUTLAY - EQUIPMENT	0.00	0.00	15,483.00	15,483.00
51-20-953 INTERFUND TRANS	0.00	0.00	170,987.00	170,987.00
<b>Total Operating Expense</b>	<b>\$68,400.22</b>	<b>\$68,400.22</b>	<b>\$745,843.00</b>	<b>\$677,442.78</b>
<b>Total Expense</b>	<b>\$68,400.22</b>	<b>\$68,400.22</b>	<b>\$745,843.00</b>	<b>\$677,442.78</b>
<b>Excess Revenue Over Expenses</b>	<b>\$29,238.64</b>	<b>\$29,238.64</b>	<b>\$0.00</b>	<b>(\$29,238.64)</b>



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52 - SEWER ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>Operating Revenue</b>				
52-00-372 SEWER CHARGES	62,671.77	62,671.77	494,233.00	431,561.23
52-00-373 LIFT STATION CHARGES	1,447.68	1,447.68	12,900.00	11,452.32
52-00-374 DEBT SERVICES CHARGES	15,503.60	15,503.60	110,820.00	95,316.40
52-00-381 INTEREST INCOME	0.00	0.00	0.00	0.00
52-00-389 MISC INCOME	300.00	300.00	3,600.00	3,300.00
52-00-393 TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00
52-00-396 RESERVE CASH-SEWER FUND	0.00	0.00	0.00	0.00
52-23-393 TRANS FROM SEWER FUND	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$79,923.05</b>	<b>\$79,923.05</b>	<b>\$621,553.00</b>	<b>\$541,629.95</b>
<b>Total Revenue</b>	<b>\$79,923.05</b>	<b>\$79,923.05</b>	<b>\$621,553.00</b>	<b>\$541,629.95</b>
<b>Operating Expense</b>				
52-21-421 SALARIES FULL-TIME	34,409.46	34,409.46	167,392.00	132,982.54
52-21-422 SALARIES PART-TIME	0.00	0.00	0.00	0.00
52-21-423 OVERTIME	634.05	634.05	11,400.00	10,765.95
52-21-451 HEALTH INSURANCE	2,644.99	2,644.99	30,281.00	27,636.01
52-21-461 SOCIAL SECURITY	2,625.43	2,625.43	13,678.00	11,052.57
52-21-462 IMRF	1,542.89	1,542.89	19,256.00	17,713.11
52-21-471 UNIFORM ALLOWANCE	0.00	0.00	4,500.00	4,500.00
52-21-512 MAINT SERVICE - EQUIPMENT	4,024.75	4,024.75	8,000.00	3,975.25
52-21-513 MAINT SERVICE - VEHICLES	0.00	0.00	1,900.00	1,900.00
52-21-518 MAINT SERVICE SEWER SYSTEM	0.00	0.00	17,842.00	17,842.00
52-21-532 AUDIT	0.00	0.00	5,000.00	5,000.00
52-21-533 ENGINEERING	0.00	0.00	1,000.00	1,000.00
52-21-534 LEGAL SERVICES	0.00	0.00	4,200.00	4,200.00
52-21-536 DATA PROCESSING SERVICES	312.62	312.62	5,300.00	4,987.38
52-21-537 LABORATORY ANALYSIS	0.00	0.00	7,207.00	7,207.00
52-21-549 OTHER PROFESSIONAL SERVICES	0.00	0.00	1,650.00	1,650.00
52-21-551 POSTAGE	207.45	207.45	1,500.00	1,292.55
52-21-552 TELEPHONE	0.00	0.00	1,920.00	1,920.00
52-21-562 IEPA PERMIT FEES	0.00	0.00	18,500.00	18,500.00
52-21-563 TRAINING	0.00	0.00	3,900.00	3,900.00
52-21-571 ELECTRICAL POWER	5,203.31	5,203.31	65,588.00	60,384.69
52-21-574 NATURAL GAS	141.41	141.41	5,900.00	5,758.59
52-21-592 COMPREHENSIVE INSURANCE	0.00	0.00	34,660.00	34,660.00
52-21-595 OTHER PROFESSIONAL SERV	3,750.00	3,750.00	45,000.00	41,250.00
52-21-611 MAINT SUPPLIES - BUILDING	465.00	465.00	500.00	35.00
52-21-612 MAINT SUPPLIES - EQUIPMENT	635.23	635.23	2,700.00	2,064.77
52-21-617 MAINT SUPPLIES-SEWER SYSTEM	0.00	0.00	2,400.00	2,400.00
52-21-651 OFFICE SUPPLIES	0.00	0.00	900.00	900.00
52-21-653 SMALL TOOLS	0.00	0.00	0.00	0.00
52-21-657 DIESEL FUEL	0.00	0.00	0.00	0.00
52-21-820 NEW EQUIPMENT	0.00	0.00	0.00	0.00
52-21-830 CAPITAL OUTLAY- EQUIPMENT	0.00	0.00	15,966.00	15,966.00
52-21-952 CAPITAL IMPROV CONTRIB	0.00	0.00	0.00	0.00
52-21-953 INTERFUND TRANS	0.00	0.00	123,493.00	123,493.00
52-22-953 INTERFUND TRANS (TO GENERAL)	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$56,596.59</b>	<b>\$56,596.59</b>	<b>\$621,533.00</b>	<b>\$564,936.41</b>
<b>Total Expense</b>	<b>\$56,596.59</b>	<b>\$56,596.59</b>	<b>\$621,533.00</b>	<b>\$564,936.41</b>

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	Actual	Actual	Budget	Variance
52 - SEWER ACCOUNT	Current	YTD	YTD	YTD
Excess Revenue Over Expenses	\$23,326.46	\$23,326.46	\$20.00	(\$23,306.46)

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>53 - WATER &amp; SEWER CAPITAL IMPR</b>				
<b>Operating Revenue</b>				
53-00-381 INTEREST INCOME	0 00	0 00	0 00	0 00
53-21-350 IDOT GRANT-ILLIANA CORRIDOR PLANNIN	0 00	0 00	0 00	0 00
53-21-373 WATER TAP-INS	1,717.00	1,717.00	0 00	(1,717.00)
53-22-374 SEWER TAP-INS	3,549.00	3,549.00	0 00	(3,549.00)
53-22-381 INTEREST	15 05	15 05	0 00	(15.05)
53-22-393 INTERFUND TRANSFERS	0 00	0 00	0 00	0 00
53-22-394 LOAN PROCEEDS-IPEA WASTEWATER	0 00	0 00	10,000,000.00	10,000,000.00
53-22-396 RESERVE CASH - CAPITAL	0 00	0 00	92,300.00	92,300.00
53-22-397 ENCUMBRANCES	0 00	0 00	0 00	0 00
<b>Total Operating Revenue</b>	<b>\$5,281.05</b>	<b>\$5,281.05</b>	<b>\$10,092,300.00</b>	<b>\$10,087,018.95</b>
<b>Total Revenue</b>	<b>\$5,281.05</b>	<b>\$5,281.05</b>	<b>\$10,092,300.00</b>	<b>\$10,087,018.95</b>
<b>Operating Expense</b>				
53-21-517 MAINT SERV - WATER SYSTEM	0 00	0 00	2,500.00	2,500.00
53-21-616 METER REPLACEMENT PROGRAM	14,006.00	14,006.00	29,400.00	15,394.00
53-21-861 CAPITAL OUTLAY- INFRAS	0 00	0 00	9,370,000.00	9,370,000.00
53-22-518 MAINT SERV - SEWER SYSTEM	0 00	0 00	0 00	0 00
53-22-533 ENGINEERING	0 00	0 00	630,000.00	630,000.00
53-22-535 PLANNING SERVICES	1,191.76	1,191.76	6,000.00	4,808.24
53-22-595 OTHER PROFESSIONAL SERVICES	0 00	0 00	4,500.00	4,500.00
53-22-830 CAPITAL OUTLAY - EQUIPMENT	0 00	0 00	49,900.00	49,900.00
53-22-951 CAPITAL RESERVE CONTRIB	0 00	0 00	0 00	0 00
53-22-953 INTERFUND TRANSFERS	0 00	0 00	0 00	0 00
<b>Total Operating Expense</b>	<b>\$15,197.76</b>	<b>\$15,197.76</b>	<b>\$10,092,300.00</b>	<b>\$10,077,102.24</b>
<b>Total Expense</b>	<b>\$15,197.76</b>	<b>\$15,197.76</b>	<b>\$10,092,300.00</b>	<b>\$10,077,102.24</b>
<b>Excess Revenue Over Expenses</b>	<b>(\$9,916.71)</b>	<b>(\$9,916.71)</b>	<b>\$0.00</b>	<b>\$9,916.71</b>

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>54 - WATER &amp; SEWER DEBT SERVICE</b>				
<b>Operating Revenue</b>				
54-21-393 TRANS FROM WATER FUND	0 00	0 00	10,116 00	10,116 00
54-22-336 UTILITY TAX	16,393 43	16,393 43	186,615 00	170,221.57
54-22-346 1/2% INFRA SALES TX	10,579 83	10,579 83	147,052 00	136,472.17
54-22-381 INTEREST INCOME	95 53	95 53	850 00	754 47
54-22-391 1ST COMM BK-WWTP LOAN PROCEEDS	0 00	0 00	0 00	0 00
54-22-393 TRANSFER FROM WATER FUND	0 00	0 00	0 00	0 00
54-22-394 TRANSFER FROM SEWER FUND	0 00	0 00	110,820 00	110,820 00
54-22-395 TRANSFER FROM REFUSE FUND	0 00	0 00	0 00	0 00
54-22-396 RESERVE CASH	0 00	0 00	83,729 00	83,729 00
<b>Total Operating Revenue</b>	<b>\$27,068.79</b>	<b>\$27,068.79</b>	<b>\$539,182.00</b>	<b>\$512,113.21</b>
<b>Total Revenue</b>	<b>\$27,068.79</b>	<b>\$27,068.79</b>	<b>\$539,182.00</b>	<b>\$512,113.21</b>
<b>Operating Expense</b>				
54-21-533 ENGINEERING	6,574 27	6,574 27	5,000 00	(1,574 27)
54-21-711 2013 INSTALLMENT CONTRACT	75,386 71	75,386 71	79,865 00	4,478 29
54-22-712 2018 BALLOON LOAN	539 58	539 58	354,317 00	353,777.42
54-22-713 1996 IEPA LOAN	0 00	0 00	0 00	0 00
54-22-951 RESERVE CONTRIBUTION	0 00	0 00	0 00	0 00
54-22-953 INTERFUND TRANSFERS	0 00	0 00	100,000 00	100,000 00
54-23-716 WASH TWP BUILDING PMT	0 00	0 00	0 00	0 00
<b>Total Operating Expense</b>	<b>\$82,500.56</b>	<b>\$82,500.56</b>	<b>\$539,182.00</b>	<b>\$456,681.44</b>
<b>Total Expense</b>	<b>\$82,500.56</b>	<b>\$82,500.56</b>	<b>\$539,182.00</b>	<b>\$456,681.44</b>
<b>Excess Revenue Over Expenses</b>	<b>(\$55,431.77)</b>	<b>(\$55,431.77)</b>	<b>\$0.00</b>	<b>\$55,431.77</b>

# VILLAGE OF BEECHER (BEEFND)

## Budget Revenue & Expense Report

Current: 5/1/2018 to 6/30/2018

7/6/2018 12:37:29 PM

YTD 5/1/2018 to 6/30/2018

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	Actual Current	Actual YTD	Budget YTD	Variance YTD
<b>55 - WATERMAIN REPLACEMENT FUND</b>				
<b>Operating Revenue</b>				
55-21-381 INTEREST INCOME	106.59	106.59	300.00	193.41
55-21-393 INTERFUND TRANS	0.00	0.00	151,776.00	151,776.00
55-21-394 LOAN PROCEEDS - IEPA DRINK WAT	0.00	0.00	0.00	0.00
55-21-396 RESERVE CASH	0.00	0.00	406,965.00	406,965.00
55-21-397 ENCUMBRANCES	0.00	0.00	0.00	0.00
<b>Total Operating Revenue</b>	<b>\$106.59</b>	<b>\$106.59</b>	<b>\$559,041.00</b>	<b>\$558,934.41</b>
<b>Total Revenue</b>	<b>\$106.59</b>	<b>\$106.59</b>	<b>\$559,041.00</b>	<b>\$558,934.41</b>
<b>Operating Expense</b>				
55-21-533 ENGINEERING	6,967.85	6,967.85	74,200.00	67,232.15
55-21-714 DEBT SERV - 2017 IEPA LOAN	0.00	0.00	90,041.00	90,041.00
55-21-861 CAPITAL OUTLAY-PENFIELD MAIN	0.00	0.00	394,800.00	394,800.00
55-21-862 CAPITAL OUTLAY-ELM/BIRCH MAIN	0.00	0.00	0.00	0.00
55-22-951 CAPITAL RESERVE CONTRIBUTION	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>\$6,967.85</b>	<b>\$6,967.85</b>	<b>\$559,041.00</b>	<b>\$552,073.15</b>
<b>Total Expense</b>	<b>\$6,967.85</b>	<b>\$6,967.85</b>	<b>\$559,041.00</b>	<b>\$552,073.15</b>
<b>Excess Revenue Over Expenses</b>	<b>(\$6,861.26)</b>	<b>(\$6,861.26)</b>	<b>\$0.00</b>	<b>\$6,861.26</b>

July 2, 2018

Mayor and Board of Trustees  
Village of Beecher  
625 Dixie Highway  
Beecher, Illinois 60423

Attention: Robert O. Barber, Village Administrator

**RECOMMENDATION TO AWARD**

***Subject: Village of Beecher - Dunbar Street Water Main Replacement***

Dear Mayor and Board of Trustees:

Six bids were received for the Project on June 28, 2018:

<b>Bidder</b>	<b>Bid</b>
Bisping Construction Company, Inc., New Lenox, Ill	\$ 220,046.64
M&J Underground, Inc., Monee, Illinois	\$ 238,840.00
Brandt Excavating, Inc., Morris, Illinois	\$ 241,755.93
Iroquois Paving Corporation, Watseka, Illinois	\$ 269,127.11
Apollo Trenchless Inc., Woodridge, Illinois	\$ 349,713.00 (as read) \$ 398,152.00 (corrected)
IHC Construction Companies, LLC., Elgin, Illinois	\$ 402,200.00

Our pre-bid opinion of probable cost for this Project was \$379,400.

The apparent low responsible and responsive bidder was Bisping Construction Company, Inc. Based upon our investigation, we believe Bisping Construction Company of New Lenox, Illinois is qualified to complete the Project. We recommend award of the Contract to Bisping Construction Company, Inc. in the amount of \$220,046.64.

Please advised us of your decision.



Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

A handwritten signature in cursive script that reads "Raymond N. Koenig".

Raymond N. Koenig  
Infrastructure Department Manager

C: Alan Phelps, Baxter & Woodman, Inc.

I:\Crystal Lake\BEECH\171372-Dunbar St. WM Repl\40-Design\12-Bidding\Letter of Recommendation (7.2.18).docx

**Village of Beecher, IL,  
Dunbar Street Water Main Replacement**

**DATE/TIME: June 28, 2018 @ 10:00 A.M.**

**BID RECEIPT TAB**

**ENGINEERS' JOB NO: 171372.40**

BIDDER	PROPOSAL GUARANTY	TOTAL AMOUNT OF PROPOSAL	REMARKS
Apollo Trenchless Inc. Woodridge, IL 60517		\$ 349,713	
<del>Archon Construction Company Addison, IL 60101</del>			
Bisping Construction Company, Inc. New Lenox, IL 60451		\$ 220,046. <sup>64</sup>	
Brandt Excavating Morris, IL 60450		\$ 241,755. <sup>93</sup>	
IHC Construction Companies LLC Elgin, IL 60123		\$ 402,200. <sup>00</sup>	
Iroquois Paving Corporation Watseka, IL 60970		\$ 269,127. <sup>11</sup>	
M&J Underground Monee, IL 60449		\$ 238,840. <sup>00</sup>	
<del>R-&amp;R Inc. Bradley, IL 60915</del>			
<del>Underground Solutions Poway, CA 92064</del>			

**Engineer's Estimate: \$379,400**



**VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS**

**ORDINANCE NO. 1288**

**AN ORDINANCE PROVIDING FOR THE REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES FOR THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS**

**WHEREAS**, the Illinois General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (the Act), which becomes effective on June 1, 2018; and

**WHEREAS**, the Village of Beecher, Will County, Illinois (the Village) is an Illinois municipality in accordance with the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village 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 it does 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**, the Corporate Authorities of this Village of Beecher, Will County, Illinois, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher that Small Wireless Facility regulations be enacted.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS, AS FOLLOWS:**

**Section 1. Purpose and Scope.**

**Purpose.** The purpose of this Ordinance is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the Village's jurisdiction, or outside the rights-of-way on property zoned by the Village exclusively for commercial or industrial use, in a manner that is consistent with the Act.

**Conflicts with Other Ordinances.** This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.

**Conflicts with State and Federal Laws.** In the event that applicable federal or State laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or State laws or regulations.

## **Section 2. Definitions.**

For the purposes of this Ordinance, 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** – uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, 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 Village 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 Village 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 Village in public rights-of-way.

**Permit** – a written authorization required by the Village 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 Village-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 Village.

**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.

### **Section 3. Regulation of Small Wireless Facilities.**

**Permitted Use.** Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

**Permit Required.** An applicant shall obtain one or more permits from the Village to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

- (1) **Application Requirements.** A wireless provider shall provide the following information to the Village, together with the Village's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:
  - a. 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;
  - 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 the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.
- g. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the Village, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

(2) Application Process. The Village shall process applications as follows:

- a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.
- b. 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 Village fails to approve or deny the application within 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 Village in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

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

- c. 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 Village fails to approve or deny the application within 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 Village 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 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

- d. The Village shall deny an application which does not meet the requirements of this Ordinance.

If the Village 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 Village 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 on or before the day the Village denies an application.

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

The applicant must notify the Village 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. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a Master Pole Attachment Agreement, provided by the Village for the initial collocation on a municipal utility pole by the

application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

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

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

- (4) Tolling. The time period for applications may be further tolled by:
- a. An express written agreement by both the applicant and the Village; or
  - b. A local, State or federal disaster declaration or similar emergency that causes the delay.

- (5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the Village shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 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 Village 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 Village may issue separate permits for each collocation that is approved in a consolidated application.

- (6) Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the Village makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable Village 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 Village code provisions or regulations in effect at the time of renewal.

- (7) Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the Village by personal delivery at the Village's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

### **Collocation Requirements and Conditions.**

- (1) Public Safety Space Reservation. The Village may reserve space on municipal utility poles for future public safety uses, for the Village's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the Village reasonably determines that the municipal utility pole cannot accommodate both uses.
- (2) 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 Ordinance. The wireless provider 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.
- (3) 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 Village 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.



- (4) The wireless provider shall not collocate small wireless facilities on Village 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 Village 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.

- (5) The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.
- (6) 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 Village ordinance, written policy adopted by the Village, 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.
- (7) 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 Village 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 Village, 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.

- (8) Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet 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:

- a. 10 feet 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 Village, that is located within 300 feet 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 Village, provided the Village may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
  - b. 45 feet above ground level.
- (9) Height Variations. 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 Variation in conformance with procedures, terms and conditions set forth in Section 12.10 of the Village Zoning Ordinance.
- (10) Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the Village 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.
- (11) 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.
- (12) 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.
- (13) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the Village 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 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 Village grants an extension in writing to the applicant.

**Application Fees.** Application fees are imposed as follows:

- (1) Applicant shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and \$350 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.
- (2) Applicant shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- (3) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.
- (4) The Village 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:
  - a. routine maintenance;
  - b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the Village at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection d. under the Section titled Application Requirements; or
  - c. 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.
- (5) Wireless providers shall secure a permit from the Village to work within rights-of-way for activities that affect traffic patterns or require lane closures.

**Exceptions to Applicability.** Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

- (1) property owned by a private party or property owned or controlled by the Village 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;
- (2) 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

- (3) 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 Ordinance 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 Ordinance 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 Ordinance.

**Pre-Existing Agreements.** Existing agreements between the Village 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 Village utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the Village's utility poles pursuant to applications submitted to the Village before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider that has an existing agreement with the Village on the effective date of the Act may accept the rates, fees and terms that the Village makes available under this Ordinance 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 Village 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 Village's utility poles pursuant to applications submitted to the Village before the wireless provider provides such notice and exercises its option under this paragraph.

**Annual Recurring Rate.** A wireless provider shall pay to the Village an annual recurring rate to collocate a small wireless facility on a Village utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the Village utility pole.

If the Village has not billed the wireless provider actual and direct costs, the fee shall be \$200 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.

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

The notice shall be sent by certified or registered mail, return receipt requested, by the Village to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the Village 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 Village if it sells or transfers small wireless facilities within the jurisdiction of the Village. Such notice shall include the name and contact information of the new wireless provider.

#### **Section 4. Dispute Resolution.**

The Circuit Court of Will County, 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 Village shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

#### **Section 5. Indemnification.**

A wireless provider shall indemnify and hold the Village 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 Village 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 Ordinance 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 Village or its employees or agents. A wireless provider shall further waive any claims that they may have against the Village with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

#### **Section 6. Insurance.**

The wireless provider shall carry, at the wireless provider'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 the Village improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of Village improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the Village as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the Village 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 Village. 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 Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the Village.

**Section 7. Severability.**

If any provision of this Ordinance 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 Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

**Section 8. Effective Date.**

This Ordinance shall be in effective as of July 1, 2018, after its passage by the Village Board, its approval by the President and its publication as required by law.

**PASSED** and **APPROVED** this \_\_\_\_\_ day of June, 2018.

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_

Present: \_\_\_\_\_

\_\_\_\_\_  
Greg Szymanski, Village President

**ATTEST:**

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Janett Conner, Village Clerk

**MODEL MASTER POLE ATTACHMENT AGREEMENT**

This Master Pole Attachment Agreement (Agreement) made this \_\_\_\_ day of \_\_\_\_\_, 2018, between the Village of Beecher, with its principal offices located at 625 Dixie Highway, Beecher, Illinois 60401, 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 LICENSOR acknowledge that any term used in this Agreement that is defined in Section 2 of the Small Wireless Facilities Deployment Ordinance (Ordinance No. 1288, 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 \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and \$350 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 \$1,000 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.

LICENSEE shall secure a permit from LICENSOR to work within rights-of-way for activities that affect traffic patterns or require lane closures.

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 10 feet of the poles existing height.
- c) LICENSEE shall install pole mounted equipment at a minimum of 8 feet 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 or complement the structure upon which they are being mounted.
- f) LICENSEE shall comply with all the terms and conditions of LICENSOR's RIGHT-OF-WAY ORDINANCE, as now or hereafter amended in regards to construction of utility facilities.
- g) 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.
- h) LICENSEE shall comply with regulations 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.
- i) 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. 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.
- j) 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.

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 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 75 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 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 No. 1288.
- 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 120th 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 No. 1288, as now or hereafter amended.
- c) LICENSOR shall approve an application unless the application does not meet the requirements of Ordinance No. 1288, 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 No. 1288 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 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 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 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 with 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 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 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 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 PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of (not less than 5 years), and the permit 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. 1288, as now or hereafter amended. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the LICENSOR's code provisions or regulations in effect at the time of renewal.

- 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 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 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 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 60 days of written acceptance of the good-faith estimate by the LICENSOR at the LICENSEE's sole cost and expense.
  
- 13) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE 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. 1288, 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 60 days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE'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 LICENSEE to replace LICENSOR's utility pole at LICENSEE'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 LICENSEE 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 LICENSEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENSEE 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, LICENSEE 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. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of 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 attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. 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. 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 the "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, LICENSEE will maintain general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence.) LICENSEE shall include LICENSOR as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of LICENSOR in a commercial general liability policy.

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:  
Village Administrator  
Village of Beecher  
625 Dixie Highway  
PO Box 1154  
Beecher, Village 60401

LICENSEE:  
  
Name  
Company  
Address  
Village, State Zip

Copy to:  
Name  
Company  
Address  
Village, 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 30 days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed 90 days, as may be required beyond the 30 days if the breaching Party commences the cure within the 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 30-day cure period, as potentially extended to 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 in the amount of \$10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than 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:**

**Village of Beecher, an Illinois Municipal Corporation**

By: \_\_\_\_\_

Name: Robert O. Barber

Title: Village Administrator

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

**LICENSEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT "A"**

**LICENSE SUPPLEMENT**

This License Supplement (Supplement), is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Village Beecher, with its principal offices located at 625 Dixie Highway, Beecher, Illinois 60401, (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 Village of Beecher and \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, (the 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 \$200.00 per year, payable to LICENSOR at \_\_\_\_\_. 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**

**Village of Beecher, an Illinois Municipal Corporation**

By: \_\_\_\_\_

Name: Robert O. Barber

Title: Village Administrator

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

**LICENSEE**

BY:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

EXHIBIT 1

**Premises**

(see attached site plans)



## SMALL WIRELESS FACILITIES PERMIT APPLICATION

### APPLICANT INFORMATION

Applicant Name:		Date:
Applicant is a:	Carrier/Wireless Provider      •      Representative	•      Other:
Company Name:		
Address:		
City:	State:	ZIP Code:
Phone:	Email:	

### PROPOSED SITE LOCATION

Property Address:		
City:	State:	ZIP Code:
Closest Intersection (Distance and Direction from):		

### EXISTING POLE/STRUCTURE INFORMATION

New Pole/Structure Construction? Yes      No      •		
Pole/Structure ID Number:	Height of Pole/Structure (feet):	Pole Color:
Existing Attachment(s) on Pole/Structure? ( <i>e.g.</i> , banners, light fixtures) Yes      No      •		
Existing Structure Owner:		
Name of Structure Owner Representative:		
Address:		
City:	State:	ZIP Code:
Phone:	E-mail:	Fax:

### PROPERTY OWNER INFORMATION

In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the Village, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation. Permission has been granted by property owner? Yes      No      •		
Name:		
Address:		
City:	State:	ZIP Code:
Phone:	Email:	

**APPLICATION REQUIREMENTS**

The following documents must be attached or included for the Application to be complete:

Application fee(s)

Site specific structural integrity, AND for a municipal utility pole      Make-ready analysis prepared by a structural engineer

The location where each proposed small wireless facility or utility pole would be installed

Photographs of the proposed site location and its immediate surroundings

Specifications and drawings prepared by a structural engineer for each proposed small wireless facility

The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility

A proposed schedule for the installation and completion of each small wireless facility, if approved

Proof of permission granted by property owner, if existing pole not owned by the Village

**ATTESTATION, ACKNOWLEDGMENT & SIGNATURE**

I attest to the best of my knowledge and belief, that the information stated in this application and in all supporting plans and documents is true and accurate. To the best of my knowledge, I certify that the proposed collocation complies with the terms of the "Collocation Requirements and Conditions" Section of Beecher's Small Wireless Facility Deployment Ordinance.

Signature of Applicant:		Date:
Printed Name of Applicant:	Title:	

**\*\*FOR ADMINISTRATIVE USE ONLY\*\***

Date Application was submitted:			
Application is:	Complete	Incomplete	
If incomplete, date the Applicant was notified:			
Missing documents or information:			
Application is:	Approved	Denied	Dated:
Signature:	Printed:	Title:	



*Public Act 100-0585, the Small Wireless Facilities Deployment Act (the Act), previously known as Senate Bill 1451, specifies how local authorities may regulate the attachment of small wireless facilities. Following is a compilation of frequently asked questions that the Illinois Municipal League (IML) anticipates regarding this Act.*

**What is a small wireless facility?**

A small wireless facility, commonly known as a “small cell,” enables the transmission of data and wireless communications to and from a wireless device, such as a computer, cell phone or tablet. The Act states that these small wireless facilities are critical to delivering wireless access to advanced technology, broadband and 9-1-1 services to homes, businesses and schools in Illinois.

**What does the Act do?**

The Act provides the regulations and process for permitting and deploying small wireless facilities throughout Illinois. It specifies how local authorities may regulate the attachment of small wireless facilities on municipal utility poles or other structures.

**What happens if our municipality does not adopt an ordinance or schedule of fees prior to two months after the effective date of the Act?**

In the absence of an ordinance or agreement that makes available to wireless providers the rates, fees and terms for the attachment of small wireless facilities on municipal utility poles, wireless providers may attach small wireless facilities and install utility poles on their own accord, provided they comply with the requirements of the Act.

**What do we do if we begin to receive applications to attach small wireless facilities on our municipal poles before we have adopted an ordinance or a fee schedule, pursuant to the Act?**

Section 15(i)(4) of the Act provides that municipalities have two months following the effective date of the Act to adopt ordinances or provide agreements consistent with the terms of the Act, and thereafter, the terms of the Act will control in the absence of an ordinance or agreement. Permit applications received prior to August 1, 2018, would be acknowledged as received on the earlier of the effective date of the ordinance adopted by the municipality or August 1, 2018.

**Our municipality has already adopted the IML Small Cell Antenna/Tower Right-of-Way Siting Ordinance and/or an ordinance establishing standards for the construction of facilities on rights-of-way. What do we do about those ordinances?**

The municipality should consider leaving the prior IML Small Cell Antenna/Tower Right-of-Way Siting Ordinance in effect to support any existing installations, and adopting the new Model Small Wireless Facilities Deployment Ordinance for permit applications received after adoption of the new Model Small Wireless Facilities Deployment Ordinance. As to the ordinance establishing standards for the construction of facilities on rights-of-way, municipal officials should thoroughly review the ordinance with retained legal counsel or other qualified attorney and amend as necessary to ensure compliance with the Act.



**Does the Act apply to requests for permits to locate on municipal property outside of the right-of-way?**

The Act only requires that requests to locate on municipal property outside of the right-of-way be granted in a competitively neutral and non-discriminatory manner. If your municipality does not presently allow telecommunications carriers access to municipal property outside of the right-of-way, it need not do so.

**If the community requires other right-of-way users to obtain separate permits for electric and cabling requirements for their use, are wireless providers subject to those separate permitting requirements?**

Yes.

**Where are the small wireless facilities permitted uses, pursuant to Section 15(c) of the Act?**

Small wireless facilities are permitted uses in the right-of-way, and on property zoned exclusively for commercial or industrial use. On other property, zoning provisions apply, as do the Federal Communications Commission shot clock timelines for permitting of telecommunications facilities.

**If another authority is running through the municipality, such as a county or state road/street, who has the jurisdiction to control or regulate the small wireless facilities in the right-of-way?**

The unit of government that controls the right-of-way has the jurisdiction to regulate the small wireless facilities in that right-of-way.

**What rights-of-way construction and public safety requirements apply under the Act?**

A wireless provider must comply with generally applicable standards that are consistent with the Act and adopted by a municipality for construction and public safety in the rights-of-way. These include, but are not limited to, reasonable and nondiscriminatory wiring and cabling requirements, grounding requirements, utility pole extension requirements and signage limitations.

A wireless provider must also comply with reasonable and nondiscriminatory requirements that are consistent with the Act and adopted by a municipality regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.

**What design and concealment measures in a historic district or historic landmark can be required under the Act?**

A municipality may require reasonable, technically feasible and non-discriminatory design or concealment measures in a historic district or historic landmark, subject to Section 15(c) of the Act, and except for facilities excluded from evaluation for effects on historic properties under 47 CFR 1.1307(a)(4).



Any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any provider's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of size restrictions of a small wireless facility. This may not be construed to limit a municipality's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 30010, *et seq.*, and the regulations adopted to implement those laws.

**Where can I find some examples of design standards?**

A City of Winter Garden, Florida, Ordinance, Section 70-236, provides for objective design standards. The Ordinance is available [via this link](#).

Another website depicting stealth/design poles is Nepsa Solutions, available [via this link](#).

**What are the horizontal separation requirements and limitations under the Act?**

Subject to Section 15(d)(6), a municipality may not limit the placement of small wireless facilities mounted on a utility pole or a wireless support structure by minimum horizontal separation distances.

**Who can I contact if I have questions?**

If you have any further questions, please feel welcome to contact:

Amelia Finch | Assistant Counsel  
Illinois Municipal League  
217.525.1220 phone | 217.525.7438 fax  
[afinch@iml.org](mailto:afinch@iml.org)

## **SMALL CELL WIRELESS IS COMING TO TOWN!**

### ***Be Prepared for the Newest Communication Platform Coming to Your Rights of Way***

Last Fall, SB 1451 was approved by the Illinois General Assembly and became Public Act 100-0585 when signed by the Governor on April 12, 2018. This new law has become commonly known as the “*Small Wireless Facilities Deployment Act*”, and contains 36 pages of technical information not intended for reading by users of flip phones. However, this new law will become the enabler for a whole new platform of how we communicate and increase the competition among communication and internet service providers. Video streaming, wireless phones, internet access at blinding speeds, and reliability of service will all be improved. The days of “cable” television are numbered similar to the current slow death of the copper wire phone line. Satellite providers will also have to compete in this new market even in many rural locations. Former Vice President Al Gore is now saying to us all “I told you so!”

That is the good news. The bad news is that in order to build this new network, private carriers need unfettered access to our rights of way to locate their “hot spots”, which have an average range of about 250 feet. For example, if there are four vendors installing this platform in your community, you could have as many eight of these wireless routers per 500 feet of right of way, or at least four per street corner. This new law provides the access that these carriers will need, by allowing them to co-locate on any existing utility structure in the right of way, including municipally-owned street light poles, as long as the size of the box meets the new regulations and the height does not exceed 10 feet higher than any existing pole along the street. If there is no poles in a neighborhood, the carriers are permitted to install their own poles and there are height and location restrictions. Will you collect a franchise fee for the use of your rights of way? Nope. All of the initial permit and review fees are set by this law. Co-location on existing utility poles is regulated by the ICC. Co-location on municipal poles can be regulated by the municipality as long as these rules are within the parameters established by the new law. Home rule communities are not exempt from this law.

This is effective June 1, 2018, but local governments having rights of way (including counties and some townships) have until August 1, 2018 to adopt rules and procedures for permitting these facilities. The Illinois Municipal League (IML) has prepared a model ordinance establishing rules and procedures which are within the statute for the municipal regulations of these facilities. An informational brochure and an FAQ is also being prepared. By the time this article goes to print these materials should be available on the IML website. Please review this information and have your governing bodies consider the model ordinance before August 1<sup>st</sup>. Depending on where you are, the tidal wave will be coming, so be prepared!

**Public Act 100-0585**

SB1451 Enrolled

LRB100 09256 AWJ 19412 b

AN ACT concerning local government.

**Be it enacted by the People of the State of Illinois,  
represented in the General Assembly:**

Section 1. Short title. This Act may be cited as the Small Wireless Facilities Deployment Act.

Section 5. Legislative intent. Small wireless facilities are critical to delivering wireless access to advanced technology, broadband, and 9-1-1 services to homes, businesses, and schools in Illinois. Because of the integral role that the delivery of wireless technology plays in the economic vitality of the State of Illinois and in the lives of its citizens, the General Assembly has determined that a law addressing the deployment of wireless technology is of vital interest to the State. To ensure that public and private Illinois consumers continue to benefit from these services as soon as possible and to ensure that providers of wireless access have a fair and predictable process for the deployment of small wireless facilities in a manner consistent with the character of the area in which the small wireless facilities are deployed, the General Assembly is enacting this Act, which specifies how local authorities may regulate the collocation of small wireless facilities.

Section 7. Applicability. This Act does not apply to a municipality with a population of 1,000,000 or more.

Section 10. Definitions. As used in this Act:

"Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

"Applicable codes" means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

"Applicant" means any person who submits an application and is a wireless provider.

"Application" means a request submitted by an applicant to an authority 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.

"Authority" means a unit of local government that has jurisdiction and control for use of public rights-of-way as provided by the Illinois Highway Code for placements within public rights-of-way or has zoning or land use control for placements not within public rights-of-way.

"Authority utility pole" means a utility pole owned or operated by an authority in public rights-of-way.

"Collocate" or "collocation" means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

"Communications service" means 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(33), as amended; or wireless service other than mobile service.

"Communications service provider" means 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" means the Federal Communications Commission of the United States.

"Fee" means a one-time charge.

"Historic district" or "historic landmark" means 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 authority 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" means a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

"Micro wireless facility" means 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.

"Permit" means a written authorization required by an authority to perform an action or initiate, continue, or complete a project.

"Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

"Public safety agency" means 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" means a recurring charge.

"Right-of-way" means 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 authority-owned aerial lines.

"Small wireless facility" means 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" means 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" means 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" means 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 authority.

"Wireless provider" means a wireless infrastructure provider or a wireless services provider.

"Wireless services" means 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" means a person who provides wireless services.

"Wireless support structure" means 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.

#### Section 15. Regulation of small wireless facilities.

(a) This Section applies to activities of a wireless provider within or outside rights-of-way.

(b) Except as provided in this Section, an authority may not prohibit, regulate, or charge for the collocation of small wireless facilities.

(c) Small wireless facilities shall be classified as permitted uses and subject to administrative review in conformance with this Act, except as provided in paragraph (5) of subsection (d) of this Section regarding height exceptions or variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zone, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

(d) An authority may require an applicant to obtain one or more permits to collocate a small wireless facility. An authority shall receive applications for, process, and issue permits subject to the following requirements:

(1) An authority may not directly or indirectly require an applicant to perform services unrelated to the

collocation for which approval is sought, such as in-kind contributions to the authority, including reserving fiber, conduit, or utility pole space for the authority on the wireless provider's utility pole. An authority may reserve space on authority utility poles for future public safety uses or for the authority's electric utility uses, but a reservation of space may not preclude the collocation of a small wireless facility unless the authority reasonably determines that the authority utility pole cannot accommodate both uses.

(2) An applicant shall not be required to provide more information to obtain a permit than the authority requires of a communications service provider that is not a wireless provider that requests to attach facilities to a structure; however, a wireless provider may be required to provide the following information when seeking a permit to collocate small wireless facilities on a utility pole or wireless support structure:

(A) site specific structural integrity and, for an authority 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;

(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;

(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 paragraph (6) to the best of the applicant's knowledge.

(3) Subject to paragraph (6), an authority may not require the placement of small wireless facilities on any specific utility pole, or category of utility poles, or require 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, an authority 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. The authority may require the applicant to provide a written certification describing the property rights, technical limits or material cost reasons the alternate

location does not satisfy the criteria in this paragraph (3).

(4) Subject to paragraph (6), an authority may not limit the placement of small wireless facilities mounted on a utility pole or a wireless support structure by minimum horizontal separation distances.

(5) An authority may limit the maximum height of a small wireless facility to 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated. Subject to any applicable waiver, zoning, or other process that addresses wireless provider requests for an exception or variance and does not prohibit granting of such exceptions or variances, the authority may limit the height of new or replacement utility poles or wireless support structures on which small wireless facilities are collocated to the higher of: (i) 10 feet 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 authority, that is located within 300 feet 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 authority, provided the authority may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or (ii) 45 feet above ground level.

(6) An authority may require that:

(A) the wireless provider's operation of the small wireless facilities does 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 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 authority may terminate a permit for a small wireless facility based on such interference if the wireless provider 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) the wireless provider comply with requirements that are imposed by a contract between an authority 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;

(C) the wireless provider 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;

(D) the wireless provider 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;

(E) the wireless provider comply with generally applicable standards that are consistent with this Act and adopted by an authority for construction and public safety in the rights-of-way, including, but not limited to, reasonable and nondiscriminatory 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 this Act and adopted by an authority regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities;

(F) the wireless provider not collocate small wireless facilities on authority 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 authority 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 (F), 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;

(G) the wireless provider comply with the applicable codes and local code provisions or regulations that concern public safety;

(H) the wireless provider comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment, and aesthetic requirements that are identified by the authority in an ordinance, written policy adopted by the governing board of the authority, 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; and

(I) subject to subsection (c) of this Section, and

except for facilities excluded from evaluation for effects on historic properties under 47 CFR 1.1307(a)(4), reasonable, technically feasible and non-discriminatory design or concealment measures in a historic district or historic landmark; any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any provider's technology; such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility; this paragraph may not be construed to limit an authority's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 et seq., and the regulations adopted to implement those laws.

(7) Within 30 days after receiving an application, an authority must determine whether the application is complete and notify the applicant. If an application is incomplete, an authority must specifically identify the missing information. An application shall be deemed complete if the authority fails to provide notification to the applicant within 30 days after when all documents, information, and fees specifically enumerated in the authority's permit application form are submitted by the applicant to the authority. Processing deadlines are tolled from the time the authority sends the notice of incompleteness to the time the applicant provides the missing information.

(8) An authority shall process applications as follows:

(A) an application to collocate a small wireless facility on an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and deemed approved if the authority fails to approve or deny the application within 90 days; however, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify the authority in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application; the permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the authority; the receipt of the deemed approved notice shall not preclude the authority's denial of the permit request within the time limits as provided under this Act; and

(B) 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 authority fails to approve or deny the application within 120 days; however, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify the authority 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 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the authority; the receipt of the deemed approved notice shall not preclude the authority's denial of the permit request within the time limits as provided under this Act.

(9) An authority shall approve an application unless the application does not meet the requirements of this Act. If an authority determines that applicable codes, local code provisions or regulations that concern public safety, or the requirements of paragraph (6) 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 the provider. The authority 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 the applicant on or before the day the authority denies an application. The applicant may cure the deficiencies identified by the authority and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The authority shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved; however, the applicant must notify the authority 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.

(10) The time period for applications may be further tolled by:

(A) the express agreement in writing by both the applicant and the authority; or

(B) a local, State, or federal disaster declaration or similar emergency that causes the delay.

(11) An applicant seeking to collocate small wireless facilities within the jurisdiction of a single authority shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 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 authority 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 authority may issue separate permits for each collocation that is approved in a consolidated application.

(12) Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the authority and the wireless provider agree to extend this period or a delay is caused by make-ready work for an authority 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 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 authority grants an extension in writing to the applicant.

(13) The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the authority 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 paragraphs (6) and (9). If this Act is repealed as provided in Section 90, renewals of permits shall be subject to the applicable authority code provisions or regulations in effect at the time of renewal.

(14) An authority may not prohibit, either expressly or de facto, the (i) filing, receiving, or processing applications, or (ii) issuing of permits or other approvals, if any, for the collocation of small wireless facilities unless there has been a local, State, or federal disaster declaration or similar emergency that causes the delay.

(15) Applicants shall submit applications, supporting information, and notices by personal delivery or as otherwise required by the authority. An authority may require that permits, supporting information, and notices be submitted by personal delivery at the authority's designated place of business, by regular mail postmarked on the date due, or by any other commonly used means, including electronic mail, as required by the authority.

(e) Application fees are subject to the following requirements:

(1) An authority may charge an application fee of up to \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and up to \$350 for each small wireless facility addressed in an application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

(2) An authority may charge an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility for such collocation.

(3) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.

(4) Within 2 months after the effective date of this Act, an authority shall make available application fees consistent with this subsection, through ordinance, or in a written schedule of permit fees adopted by the authority.

(f) An authority 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: (i) routine maintenance; (ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the authority at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of subparagraph (D) of paragraph (2) of subsection (d) of this Section; or (iii) the installation, placement, maintenance, operation, or replacement of micro wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes. However, an authority may require a permit to work within rights-of-way for activities that affect traffic patterns or require lane closures.

(g) Nothing in this Act authorizes a person to collocate small wireless facilities on: (1) property owned by a private party or property owned or controlled by a unit of local government that is not located within rights-of-way, subject to subsection (j) of this Section, or a privately owned utility pole or wireless support structure without the consent of the property owner; (2) 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 (3) 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 Act 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 Act shall be construed to relieve any person from any requirement (1) to obtain a franchise or a State-issued authorization to offer cable service or video service or (2) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Act.

(h) Agreements between authorities 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 authority utility poles, that are in effect on the effective date of this Act remain in effect for all small wireless facilities collocated on the authority's utility poles pursuant to applications submitted to the authority before the effective date of this Act, subject to applicable termination provisions. Such agreements entered into after the effective date of the Act shall comply with the Act.

(i) An authority shall allow the collocation of small wireless facilities on authority utility poles subject to the following:

(1) An authority may not enter into an exclusive arrangement with any person for the right to attach small wireless facilities to authority utility poles.

(2) The rates and fees for collocations on authority



utility poles shall be nondiscriminatory regardless of the services provided by the collocating person.

(3) An authority may charge an annual recurring rate to collocate a small wireless facility on an authority utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct, and reasonable costs related to the wireless provider's use of space on the authority utility pole. Rates for collocation on authority utility poles located outside of a right-of-way are not subject to these limitations. In any controversy concerning the appropriateness of a cost-based rate for an authority utility pole located within a right-of-way, the authority shall have the burden of proving that the rate does not exceed the actual, direct, and reasonable costs for the applicant's proposed use of the authority utility pole. Nothing in this paragraph (3) prohibits a wireless provider and an authority from mutually agreeing to an annual recurring rate of less than \$200 to collocate a small wireless facility on an authority utility pole.

(4) Authorities or other persons owning or controlling authority utility poles within the right-of-way shall offer rates, fees, and other terms that comply with subparagraphs (A) through (E) of this paragraph (4). Within 2 months after the effective date of this Act, an authority or a person owning or controlling authority utility poles shall make available, through ordinance or an authority utility pole attachment agreement, license or other agreement that makes available to wireless providers, the rates, fees, and terms for the collocation of small wireless facilities on authority utility poles that comply with this Act and with subparagraphs (A) through (E) of this paragraph (4). In the absence of such an ordinance or agreement that complies with this Act, and until such a compliant ordinance or agreement is adopted, wireless providers may collocate small wireless facilities and install utility poles under the requirements of this Act.

(A) The rates, fees, and terms must be nondiscriminatory, competitively neutral, and commercially reasonable, and may address, among other requirements, the requirements in subparagraphs (A) through (I) of paragraph (6) of subsection (d) of this Section; subsections (e), (i), and (k) of this Section; Section 30; and Section 35, and must comply with this Act.

(B) For authority utility poles that support aerial facilities used to provide communications services or electric service, wireless providers shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations, and the authority shall follow a substantially similar process for make-ready work except to the extent that the timing requirements are otherwise addressed in this Act. The good-faith estimate of the person owning or controlling the authority utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include authority utility pole replacement, if necessary.

(C) For authority utility poles that do not support aerial facilities used to provide communications services or electric service, the authority shall provide a good-faith estimate for any make-ready work

necessary to enable the authority utility pole to support the requested collocation, including pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any authority utility pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by the applicant at the wireless provider's sole cost and expense.

Alternatively, if the authority determines that applicable codes or public safety regulations require the authority utility pole to be replaced to support the requested collocation, the authority may require the wireless provider to replace the authority utility pole at the wireless provider's sole cost and expense.

(D) The authority 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 in paragraph (1) of subsection (d) of this Section and included in an existing or preliminary authority or public service agency budget for attachment within one year of the application. Fees for make-ready work, including any authority utility pole replacement, 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 authority 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 60 days of written acceptance of the good-faith estimate by the wireless provider, at its sole cost and expense.

(E) A wireless provider that has an existing agreement with the authority on the effective date of the Act may accept the rates, fees, and terms that an authority makes available under this Act 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 2 or more years after the effective date of the Act as provided in this paragraph (4) by notifying the authority 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 authority's utility poles pursuant to applications submitted to the authority before the wireless provider provides such notice and exercises its option under this subparagraph.

(j) An authority shall authorize the collocation of small wireless facilities on utility poles owned or controlled by the authority that are not located within rights-of-way to the same extent the authority currently permits access to utility poles for other commercial projects or uses. The collocations shall be subject to reasonable and nondiscriminatory rates, fees, and terms as provided in an agreement between the authority and the wireless provider.

(k) Nothing in this Section precludes an authority from adopting reasonable rules with respect to the removal of abandoned small wireless facilities. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned and the owner of the facility must remove the small wireless facility within 90 days after receipt of written notice from the authority notifying the owner of the abandonment. The notice shall be sent by certified or registered mail, return receipt requested, by the authority to the owner at the last known address of the owner. If the small wireless facility is not removed within 90 days of such notice, the authority may remove or cause the removal of the such facility pursuant to the terms of its pole attachment agreement for authority utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery. An authority may require a wireless provider to provide written notice to the authority if it sells or transfers small wireless facilities subject to this Act within the jurisdictional boundary of the authority. Such notice shall include the name and contact information of the new wireless provider.

(1) Nothing in this Section requires an authority to install or maintain any specific utility pole or to continue to install or maintain utility poles in any location if the authority makes a non-discriminatory decision to eliminate above-ground utility poles of a particular type generally, such as electric utility poles, in all or a significant portion of its geographic jurisdiction. For authority utility poles with collocated small wireless facilities in place when an authority makes a decision to eliminate above-ground utility poles of a particular type generally, the authority shall either (i) continue to maintain the authority utility pole or install and maintain a reasonable alternative utility pole or wireless support structure for the collocation of the small wireless facility, or (ii) offer to sell the utility pole to the wireless provider at a reasonable cost or allow the wireless provider to install its own utility pole so it can maintain service from that location.

Section 20. Local authority. Subject to this Act and applicable federal law, an authority may continue to exercise zoning, land use, planning, and permitting authority within its territorial boundaries, including with respect to wireless support structures and utility poles; except that no authority shall have or exercise any jurisdiction or authority over the design, engineering, construction, installation, or operation of any small wireless facility located in an interior structure or upon the site of any campus, stadium, or athletic facility not otherwise owned or controlled by the authority, other than to comply with applicable codes and local code provisions concerning public safety. Nothing in this Act authorizes the State or any political subdivision, including an authority, to require wireless facility deployment or to regulate wireless services.

Section 25. Dispute resolution. A circuit court has jurisdiction to resolve all disputes arising under this Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on authority utility poles within the right-of-way, the authority shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per authority utility pole, with rates to be determined upon final resolution of the dispute.

Section 30. Indemnification. A wireless provider shall

indemnify and hold an authority 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 authority 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 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 authority or its employees or agents. A wireless provider shall further waive any claims that they may have against an authority with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

#### Section 35. Insurance.

(a) Except for a wireless provider with an existing franchise to occupy and operate in the rights-of-way, during the period in which the wireless provider's facilities are located on the authority improvements or rights-of-way, the authority may require the wireless provider to carry, at the wireless provider'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 the authority improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of authority improvements or rights-of-way, including coverage for bodily injury and property damage. An authority may require a wireless provider to include the authority as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the authority in a commercial general liability policy as reasonably required by the authority.

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

Section 40. Home rule. A home rule unit may not regulate small wireless facilities in a manner inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of powers and functions exercised by the State.

Section 90. Repeal. This Act is repealed on June 1, 2021.

Section 100. The Counties Code is amended by changing Section 5-12001.2 as follows:

(55 ILCS 5/5-12001.2)

Sec. 5-12001.2. Regulation of telecommunications facilities; Lake County pilot project. In addition to any other requirements under this Division concerning the regulation of telecommunications facilities and except as provided by the Small Wireless Facilities Deployment Act, the following applies to any new telecommunications facilities in Lake County

that are not AM telecommunications towers or facilities:

(a) For every new wireless telecommunications facility requiring a new tower structure, a telecommunications carrier shall provide the county with documentation consisting of the proposed location, a site plan, and an elevation that sufficiently describes a proposed wireless facility location.

(b) The county shall have 7 days to review the facility proposal and contact the telecommunications carrier in writing via e-mail or other written means as specified by the telecommunications carrier. This written communication shall either approve the proposed location or request a meeting to review other possible alternative locations. If requested, the meeting shall take place within 7 days after the date of the written communication.

(c) At the meeting, the telecommunications carrier shall provide the county documentation consisting of radio frequency engineering criteria and a corresponding telecommunications facility search ring map, together with documentation of the carrier's efforts to site the proposed facility within the telecommunications facility search ring.

(d) Within 21 days after receipt of the carrier's documentation, the county shall propose either an alternative site within the telecommunications facility search ring, or an alternative site outside of the telecommunications search ring that meets the radio frequency engineering criteria provided by the telecommunications carrier and that will not materially increase the construction budget beyond what was estimated on the original carrier proposed site.

(e) If the county's proposed alternative site meets the radio frequency engineering criteria provided by the telecommunications carrier, and will not materially increase the construction budget beyond what was estimated on the original carrier proposed site, then the telecommunications carrier shall agree to build the facility at the alternative location, subject to the negotiation of a lease with commercially reasonable terms and the obtainment of the customary building permits.

(f) If the telecommunications carrier can demonstrate that: (i) the county's proposed alternative site does not meet the radio frequency engineering criteria, (ii) the county's proposed alternative site will materially increase the construction budget beyond what was estimated on the original carrier proposed site, (iii) the county has failed to provide an alternative site, or (iv) after a period of 90 days after receipt of the alternative site, the telecommunications carrier has failed, after acting in good faith and with due diligence, to obtain a lease or, at a minimum, a letter of intent to lease the alternative site at lease rates not materially greater than the lease rate for the original proposed site; then the carrier can proceed to permit and construct the site under the provisions and standards of Section 5-12001.1 of this Code.

(Source: P.A. 98-197, eff. 8-9-13; 98-756, eff. 7-16-14.)

**EXTENSION OF INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the Will County Electric Aggregation Group entered into a certain Intergovernmental Agreement on or about the \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Intergovernmental Agreement”); and

WHEREAS, each of the current members of the Will County Electric Aggregation Group have passed the Referendum and otherwise complied with the pre and post Referendum requirements as set forth in the Intergovernmental Agreement; and

WHEREAS, the members of the Will County Aggregation Group wish to again solicit bids, or requests for proposals, for electric aggregation for the group as a whole;

WHEREAS, the Will County Electric Aggregation Group wishes to extend the Intergovernmental Agreement for the term of a second contract with an Alternate Retail Electric Supplier and to otherwise have the Intergovernmental Agreement remain in full force and effect.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties hereto BE IT AGREED as follows:

**Section 1.** The term of the Intergovernmental Agreement as set forth in Section 10 thereof is extended for the term of the next contract agreed to with an Alternate Retail Electric Supplier which shall be for a term period of not to exceed three (3) years.

**Section 2.** Except as herein modified, the Intergovernmental Agreement shall remain in full force and effect.

WILL COUNTY GOVERNMENTAL LEAGUE

By: \_\_\_\_\_

Attest: \_\_\_\_\_

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

Village/City of \_\_\_\_\_

By: \_\_\_\_\_  
Its Mayor or President

Attest:

By: \_\_\_\_\_  
Its Clerk

**Robert Barber**

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**From:** Becky Thompson <bthompson@naniaenergy.com>  
**Sent:** Thursday, May 31, 2018 4:11 PM  
**To:** bobadm@villageofbeecher.org  
**Subject:** Nania Energy Contact Information

**Importance:** High

Hi Bob –

Here's my contact information following my message in case this is easier for you.

I just met with Mike Stanula to discuss Washington Township's electric aggregation program expiring in August of this year, and we're showing his residents a savings of 10% vs. ComEd's price-to-compare for the forward term.

He asked me to circle back with you on a possible joint purchasing program with the Township when your program expires in October.

Are you available tomorrow afternoon for a quick call to discuss?

Regards,



WASHINGTON TWP  
6.89¢  
3 YRS

**Becky Thompson | Strategic Energy Advisor**  
630.225.4561 - Direct | 779.279.6175 – Cell | 630.839.1563 – Fax  
[bthompson@naniaenergy.com](mailto:bthompson@naniaenergy.com) | [www.naniaenergy.com](http://www.naniaenergy.com)



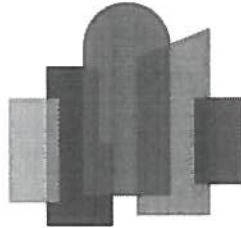
[Follow Us on LinkedIn](#) | [Rate Us On Google](#)



**Robert Barber**

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**From:** Hugh A. O'Hara <hugh.ohara@wcgl.org> on behalf of Hugh A. O'Hara <hugh.ohara@wcgl.org>  
**Sent:** Wednesday, May 23, 2018 2:13 PM  
**To:** bobadm@villageofbeecher.org  
**Subject:** Electric Aggregation Update 05-23-18



**WILL COUNTY**  
GOVERNMENTAL LEAGUE

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## Electric Aggregation Update

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May 23, 2018

The ComEd Price to Compare rates have posted to [pluginillinois.org](http://pluginillinois.org) and I am happy to report that they are higher than those of the our electric aggregation group.

The ComEd Price to Compare is 7.358 cents/kWh  
WCGL Price remains at 7.19 cents /kWh

7.9¢ 10/1/18 COA 20

These prices are good from June 1 to October 1.

It is anticipated that the ComEd price will be even higher in October, which is the last month of our contract.

Additionally, I would like to know your community's interest in continuing with an aggregation program. Please let me know if your community would like to continue to explore options for this program or if you would like to opt-out at this time.

As always if you have any questions or concerns about these or any other WCGL related issues please let me know.

Hugh

Hugh O'Hara  
Executive Director  
Will County Governmental League  
3180 Theodore Street, Suite 101  
Joliet, Illinois 60435  
[815-729-3535](tel:815-729-3535) (Office)  
[815-557-1751](tel:815-557-1751) (Mobile)  
[hugh.ohara@wcgl.org](mailto:hugh.ohara@wcgl.org)  
[www.wcgl.org](http://www.wcgl.org)  
Twitter: @wcgovtleague

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Beecher Bolingbrook Braidwood Channahon Coal City Crest Hill Diamond Elwood  
Frankfort Homer Glen Joliet Lemont Lockport Manhattan Minooka Mokena Mones  
Naperville New Lenox Orland Park Oswego Peotone Plainfield Rockdale Romeoville  
Shorewood Tinley Park University Park Wilmington Woodridge County of Grundy  
County of Will

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