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**ORDINANCE NO. 2018-10**

**AN ORDINANCE OF THE VILLAGE OF WELLINGTON AMENDING THE VILLAGE CODE BY REPEALING AND REPLACING CHAPTER 23, "COMMUNICATIONS FACILITIES RIGHTS-OF-WAY ORDINANCE", TO PROVIDE FOR CERTAIN STANDARDS AND REGULATIONS RELATING TO THE LOCATION OF TELECOMMUNICATIONS TOWERS, ANTENNAS, AND OTHER STRUCTURES WITHIN THE VILLAGE'S PUBLIC RIGHTS-OF-WAY, CONSISTENT WITH FEDERAL AND STATE LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, pursuant to Chapter 166 of the Florida Statutes, the Village of Wellington ("Village") has the authority to adopt such ordinances as it deems necessary and appropriate to assure good government in the Village, to protect and preserve the Village's rights, property and privileges, and to preserve peace, safety and good order; and

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**WHEREAS**, Section 337.401 of the Florida Statutes allows the Village to adopt by ordinance objective design standards and other requirements applicable to the deployment of advanced wireless infrastructure; and

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**WHEREAS**, the Village deems it to be necessary and appropriate to provide for certain standards and regulations relating to the location, placement, design, construction and maintenance of telecommunications towers, antennas and other structures within the Village's public rights-of-way ("ROW"), and providing for the enforcement of said standards and regulations, consistent with federal and state law limitations on that authority.

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**NOW, THEREFORE, BE IT ENACTED AND ORDAINED** by the Village Council, that Chapter 23 of the Code of Ordinances for the Village of Wellington ("Code") be repealed in its entirety and replaced with a new Chapter 23, entitled "Communications Facilities in the Public Rights-of-Way", to read as follows:

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**CHAPTER 23 COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY**

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**Section 1. Title; authority.**

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This Chapter shall be known and may be cited as the Village of Wellington Communications Facilities in the Public Rights-of-Way Ordinance. The Village derives the authority for this Chapter from Chapter 166 and Section 337.401 of the Florida Statutes. This Chapter, and any rules, regulations, specifications and agreements adopted pursuant to this Chapter, comply with all applicable federal and state laws.

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2 **Section 2. Purpose.**  
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4 (a) The purpose of this Chapter, consistent with the Village's obligation to promote the  
5 public health, safety, and welfare, to manage the public rights-of-way, and to  
6 ensure that the public is not inconvenienced by the use of the rights-of-way for the  
7 placement of personal wireless services facilities, is to establish a process for  
8 managing, and enforcing uniform standards for acting upon requests for the  
9 placement of personal wireless services facilities within the rights-of-way of the  
10 Village. The Village recognizes the importance of personal wireless services  
11 facilities to provide high-quality communications service to the residents and  
12 businesses within the Village, and the Village also recognizes its obligation to  
13 comply with applicable federal and state law regarding the placement of personal  
14 wireless services facilities in its rights-of-way. This Ordinance shall be interpreted  
15 at all times to be consistent with those Federal and Florida provisions.  
16

17 (b) This Chapter is not intended to and shall not be interpreted or applied to:

- 18 (1) Prohibit or effectively prohibit the provision of personal wireless services;  
19 (2) Unreasonably discriminate among providers of functionally equivalent  
20 personal wireless services;  
21 (3) Regulate the installation, operation, collocation, modification or removal of  
22 wireless facilities on the basis of the environmental effects of RF emissions  
23 to the extent that such emissions comply with all applicable FCC  
24 regulations;  
25 (4) Prohibit or effectively prohibit any collocation or modification that the Village  
26 may not deny under state or federal law; or  
27 (5) Preempt any applicable state or federal law.  
28

29 **Section 3. Definitions.** The terms used in this Chapter shall have the following  
30 meanings:  
31

32 **Application:** A formal request, including all required and requested  
33 documentation and information submitted by an applicant to the Village, for a wireless  
34 permit.  
35

36 **Applicant:** A person filing an application for placement or modification of a  
37 personal wireless services facility in the rights-of-way.  
38

39 **Base Station:** shall have the meaning as set forth in 47 C.F.R. Section  
40 1.40001(b)(1).  
41

42 **Eligible Facilities Request:** shall have the meaning as set forth in 47 C.F.R.  
43 Section 1.60001(b)(3).  
44

1       **Equipment Cabinet:** The enclosure or enclosures at a Base Station, whether  
2 attached to the exterior of a supporting structure or ground-mounted, that contain all  
3 the elements of the Base Station other than the antenna and cabling.  
4

5       **Facility:** Facilities, equipment and installations of any kind, including but not limited  
6 to any lines, pipes, irrigation systems, wires, cables, conduit facilities, ducts, poles,  
7 towers, vaults, pedestals, boxes, appliances, antennas, transmitters, gates, meters,  
8 appurtenances, or other equipment. A reference to a facility refers both to the facility  
9 considered as a whole and the individual elements of the facility.  
10

11       **FCC:** The Federal Communications Commission or its lawful successor.  
12

13       **Install:** The placing of a facility in the right-of-way, whether initially or as part of the  
14 repair, modification, replacement, removal or expansion of an existing facility, and  
15 including any process by which a facility is placed within a right-of-way, including but  
16 not limited to attachment, construction, digging, excavation, placement, and pulling.  
17

18       **IOP:** For wireless telecommunications facilities, investor-owned existing utility  
19 poles or street light poles which are not owned, controlled or operated by the Village.  
20

21       **Municipal Infrastructure:** Village-owned or controlled property structures,  
22 objects, and equipment in the ROW, including, but not limited to, street lights, traffic  
23 control structures, banners, street furniture, bus stops, billboards, or other poles,  
24 lighting fixtures, or electroliers located within the ROW.  
25

26       **Permittee:** any person or entity granted a permit pursuant to this Chapter.  
27

28       **Personal Wireless Services:** shall have the meaning as set forth in 47 U.S.C.  
29 Section 332(c)(7)(C)(i).  
30

31       **Personal Wireless Services Facility:** The transmitters, antenna structures and  
32 other types of installations used for the provision of personal wireless  
33 telecommunications services, including, without limitation, any associated tower(s),  
34 support structure(s), and base station(s).  
35

36       **Pole:** Any street, utility, traffic signal, streetlight or any other pole in the ROW and  
37 designed to support facilities in addition to wireless facilities.  
38

39       **Right(s)-of-Way, or ROW:** The term right(s)-of-way or ROW means the surface,  
40 the airspace above the surface and the area below the surface of any public street,  
41 alley, viaduct, elevated roadway, bridge, public easement, or any other public way for  
42 which the Village is the authority that has jurisdiction and control and may lawfully  
43 grant access to such property pursuant to applicable law. "Public rights-of-way" shall  
44 not include any real or personal Village property except as described above and shall  
45 not include Village buildings, fixtures, or other structures or improvements, regardless  
46 of whether they are situated in the public rights-of-way.

1  
2       **Small Cell Facility:** A personal wireless services facility that meets the following  
3 conditions:

4       (1) Each antenna associated with the deployment, excluding associated antenna  
5 equipment (as defined in the definition of antenna in 47 C.F.R. Section 1.1320(d)), is  
6 no more than six cubic feet in volume, or in the case of antennas that have exposed  
7 elements, each antenna and all of its exposed elements would fit within an enclosure  
8 of no more than six cubic feet in volume; and

9       (2) All other wireless equipment associated with the facility is cumulatively no more  
10 than 28 cubic feet in volume. The following types of associated ancillary equipment  
11 are not included in the calculation of equipment volume: electric meters, concealment  
12 elements, telecommunications demarcation boxes, ground-based enclosures,  
13 grounding equipment, power transfer switches, cutoff switches, vertical cable runs for  
14 the connection of power and other services, and utility poles or other support  
15 structures.

16  
17       **Small Wireless Support Structure:** Any supporting structure 50 feet or less in  
18 height, built for the sole or primary purpose of supporting any FCC-licensed or  
19 authorized Antennas (and related facilities), including supporting structures that are  
20 constructed for FCC-licensed or authorized wireless communications including, but  
21 not limited to, private, broadcast, and public safety services, as well as unlicensed  
22 wireless services and fixed wireless services such as microwave backhaul, and the  
23 associated site.

24  
25       **Support Structure:** Any structure capable of supporting a base station.

26  
27       **Tower:** Any structure built for the sole or primary purpose of supporting any FCC-  
28 licensed or authorized antennas and their associated facilities, including structures  
29 that are constructed for personal wireless services including, but not limited to, private,  
30 broadcast, and public safety services, as well as unlicensed wireless services and  
31 fixed wireless services such as microwave backhaul, and the associated site. This  
32 definition does not include utility poles.

33  
34       **Underground areas:** Those areas where there are no electrical facilities or  
35 facilities of the incumbent local exchange carrier in the right-of-way; or where the wires  
36 associated with the same are or are required to be located underground; or where the  
37 same are scheduled to be converted from overhead to underground. Electrical  
38 facilities are distribution facilities owned by an electric utility and do not include  
39 transmission facilities used or intended to be used to transmit electricity at nominal  
40 voltages in excess of 35,000 volts.

41  
42       **Utility Pole:** A structure in the rights-of-way designed to support electric,  
43 telephone and similar utility lines. A tower is not a utility pole.

44  
45       **Wireless Permit:** A permit issued pursuant to this Chapter authorizing the  
46 placement or modification of a personal wireless services facility of a design specified

1 in the permit at a particular location within the rights-of-way; and the modification of  
2 any existing support structure to which the personal wireless services facility is  
3 proposed to be attached.

4  
5 **Wireless Service Provider:** An entity that provides wireless services to end  
6 users.

7  
8 **Wireless Infrastructure Provider:** A person that owns, controls, operates or  
9 manages a wireless telecommunication facility or portion thereof within the right-of-  
10 way.

#### 11 12 **Section 4. Scope.**

13  
14 (a) **In general.** Unless exempted, every person who desires to place a personal  
15 wireless services facility in the rights-of-way or modify an existing personal wireless  
16 services facility in the rights-of-way must obtain a wireless permit authorizing the  
17 placement or modification in accordance with this Chapter. Except for small cell  
18 facilities, facilities qualifying as Eligible Facilities Requests, or any other type of facility  
19 expressly allowed in the right-of-way by state or federal law, no other personal  
20 wireless services facilities shall be permitted pursuant to this Chapter.

21  
22 (b) **Exemptions.** This Chapter does not apply to:

- 23 (1) The placement or modification of facilities by the Village or by any other  
24 agency of the state solely for public safety purposes.  
25 (2) Installation of a "cell on wheels," "cell on truck" or a similar structure for a  
26 temporary period in connection with an emergency or event, but no longer  
27 than required for the emergency or event, provided that installation does not  
28 involve excavation, movement, or removal of existing facilities.  
29 (3) Any facilities located on public or private property outside the rights-of-way  
30 managed by the Village.

31  
32 (c) **Other applicable requirements.** In addition to the wireless permit required  
33 herein, the placement of a personal wireless services facility in the rights-of-way  
34 requires the persons who will own or control those facilities to obtain all permits  
35 required by applicable law, and to comply with applicable law, including, but not limited  
36 to, applicable law governing radio frequency (RF) emissions, and the Village  
37 Engineering Standards Manual or its successor, as may be amended from time to  
38 time.

39  
40 (d) **Public use.** Except as otherwise provided by state law, any use of the right-of-way  
41 authorized pursuant to this Chapter will be subordinate to the Village's use and use  
42 by the public.

#### 43 44 **Section 5. Administration.**

1 (a) **Review by Village Engineer.** The Village Engineer or his designee shall be  
2 responsible for administering this Chapter. As part of the administration of this  
3 Chapter, the Village Engineer may:

- 4
- 5 (1) Adopt regulations governing the placement and modification of personal  
6 wireless services facilities consistent with the requirements of this Chapter  
7 and applicable state and federal law, including regulations governing  
8 collocation and resolution of conflicting applications for placement of personal  
9 wireless services facilities;
- 10 (2) Interpret the provisions of this Chapter;
- 11 (3) Develop acceptable engineering standards for personal wireless services  
12 facilities in particular corridors;
- 13 (4) Issue any notices of incompleteness, requests for information, or conduct or  
14 commission such studies as may be required to determine whether a permit  
15 should be issued.
- 16 (5) Develop forms and procedures for submission of applications for placement  
17 or modification of personal wireless services facilities, and proposed changes  
18 to any support structure consistent with this Chapter;
- 19 (6) Determine the amount of and collect, as a condition of the completeness of  
20 any application, any fee established by this Chapter;
- 21 (7) Require, as part of, and as a condition of completeness of any application,  
22 notice to members of the public that may be affected by the placement or  
23 modification of the personal wireless services facility and proposed changes  
24 to any support structure;
- 25 (8) Establish deadlines for submission of information related to an application,  
26 and extend or shorten deadlines where appropriate and consistent with  
27 federal laws and regulations;
- 28 (9) Subject to appeal as provided herein, determine whether to approve, approve  
29 subject to conditions, or deny an application; and
- 30 (10) Take such other steps as may be required to timely act upon applications for  
31 placement of personal wireless services facilities, including issuing written  
32 decisions and entering into agreements to mutually extend the time for action  
33 on an application.
- 34

35 (b) **Appeal.**

- 36 (1) Any person adversely affected by the decision of the Village Engineer  
37 pursuant to this Chapter may appeal the Village Engineer's decision to the  
38 Village Manager, who may decide the issues *de novo*, and whose written  
39 decision will be the final decision of the Village. An appeal by a wireless  
40 infrastructure provider must be taken jointly with the wireless service provider  
41 that intends to use the personal wireless services facility.
- 42 (2) Where the Village Engineer grants an application based solely on a finding  
43 that denial would result in a prohibition or effective prohibition under  
44 applicable federal law, the decision shall be automatically appealed to the  
45 Village Manager. All appeals must be filed within two (2) business days of  
46 issuance of the written decision of the Village Engineer, unless the Village

1 Engineer extends the time therefore. An extension may not be granted where  
2 extension would result in approval of the application by operation of law. Any  
3 request for extension must be filed at least three (3) business days prior to  
4 the expiration of the initial time for filing an appeal.

- 5 (3) Any appeal shall be conducted so that a timely written decision may be issued  
6 in accordance with applicable law. Costs incurred by the Village associated  
7 with conducting the appeal shall be borne by the applicant.  
8

## 9 **Section 6. Registration.**

10  
11 (a) A communications services provider, as defined by Florida law, who desires to  
12 place or maintain a communications facility in public rights-of-way within the Village  
13 shall first register with the Village in accordance with this Chapter. Subject to the  
14 terms and conditions prescribed in this Chapter, a registrant may place or maintain a  
15 wireless facility in public rights-of-way.  
16

17 (b) A registration shall not convey any title, equitable or legal, to the registrant in  
18 the public rights-of-way. Registration under this Chapter governs only the placement  
19 or maintenance of communications facilities in public rights-of-way. Other ordinances,  
20 codes or regulations may apply to the placement or maintenance in the public rights-  
21 of-way of facilities that are not communications facilities. Registration does not excuse  
22 a communications services provider from obtaining appropriate access or pole  
23 attachment agreements before locating its facilities on the Village or another person's  
24 facilities. Registration does not excuse a communications services provider from  
25 complying with all applicable Village ordinances, codes or regulations, including this  
26 Chapter.  
27

28 (c) Each communications services provider who desires to place or maintain a  
29 communications facility in public rights-of-way in the Village shall file a single  
30 registration with the Village, which shall include the following information:

- 31 (1) Name of the applicant under which it will transact business in the  
32 Village and, if different, in the State of Florida;  
33 (2) Name, address, email address, and telephone number of the  
34 applicant's primary contact person in connection with the  
35 registration;  
36 (3) The type of communications services that the applicant intends to  
37 provide within the Village (if more than one, state all that apply), or,  
38 if none, state that the applicant is a pass-through provider or is  
39 intending only to place and maintain pass through facilities, as the  
40 case may be;  
41 (4) For registrations submitted on or after January 14, 2019, a copy of  
42 both the applicant's resale certificate and certificate of registration  
43 issued by the Florida Department of Revenue to engage in the  
44 business of providing communications services in the State of  
45 Florida;

- (5) A copy of the applicant's certificate of authorization, public convenience and necessity, or other similar certification issued by the Florida Public Services Commission;
- (6) The number of the applicant's certificate of authorization or license to provide communications services issued by the Florida Public Services Commission, the Florida Department of Revenue, the Federal Communications Commission, or other federal or state authority, if any;
- (7) For an applicant that is a pass-through provider, in lieu of paragraphs (4), (5), and (6) above, the applicant shall provide a certified copy of the certificate or license issued by the Florida Department of State, or other appropriate state agency or department, authorizing the company to do business in the State of Florida;
- (8) Evidence of the insurance coverage and surety bond required under this Chapter; and
- (9) Acknowledgment that the applicant has received and reviewed a copy of this Chapter, which acknowledgment shall not be deemed an agreement.

(d) The Village shall review the information submitted by the applicant. Such review shall be conducted by the Village Manager or his designee. If the Village determines that the applicant submitted information in accordance with subsection (c) of this section, the registration shall be effective and the Village shall notify the applicant of the effectiveness of registration in writing. If the Village determines that the information has not been submitted in accordance with subsection (c) of this section, the Village shall notify the applicant of the non-effectiveness of registration, and reasons for the non-effectiveness, in writing. The Village shall so reply to an applicant within 30 days after receipt of registration information from the applicant. Non-effectiveness of registration shall not preclude an applicant from filing subsequent applications for registration under the provisions of this section. An applicant has 30 days after receipt of a notice of non-effectiveness and denial of registration to appeal the decision.

(e) *Cancellation of Registration.* A registrant may cancel a registration upon written notice to the Village stating that it will no longer place or maintain any communications facilities in public rights-of-way within the Village and will no longer need to obtain permits to perform work in public rights-of-way. A registrant cannot cancel a registration if the registrant continues to place or maintain any communications facilities in public rights-of-way.

(f) *Limited Rights Conferred by Registration.* Registration does not, in and of itself, establish a right to place or maintain or priority for the placement or maintenance of a communications facility in public rights-of-way within the Village, but shall establish for the registrant a right to apply for a permit from the Village. Registrations are expressly subject to any future amendment to or replacement of this Chapter and further subject



1 to any additional Village ordinances, as well as any state or federal laws that may be  
2 enacted.

3  
4 (g) *Registration Renewal and Updates.* A registrant shall renew its registration with  
5 the Village by October 1 of each year in accordance with the registration requirements  
6 of subsection (c) of this section. Additionally, within 30 days of any change in the  
7 information required to be submitted pursuant to subsection (c) of this section, a  
8 registrant shall provide updated information to the Village. If no information in the  
9 then-existing registration has changed, the renewal may state that no information has  
10 changed. Failure to renew a registration may result in the Village restricting the  
11 issuance of additional permits until the communications services provider has  
12 complied with the registration requirements of this Chapter.

13  
14 (h) *Permit Required.* In accordance with applicable Village ordinances, codes, or  
15 regulations, a permit is required for a communications services provider to place or  
16 maintain a communications facility in the public rights-of-way. An effective registration  
17 shall be a condition of obtaining such a permit. Notwithstanding an effective  
18 registration, all permitting requirements shall apply. A permit may be obtained by or  
19 on behalf of a registrant having an effective registration if all permitting requirements  
20 of the Village and other provisions of this Chapter are met.

21  
22 **Section 7. General Standards for Personal Wireless Services Facilities in the**  
23 **Rights-of-Way.**

24  
25 (a) **Generally.** Personal wireless services facilities shall meet the minimum  
26 requirements set forth in this Chapter and the wireless regulations, in addition to the  
27 requirements of any other applicable law.

28  
29 (b) **Regulations.** The wireless regulations and decisions on applications for  
30 placement of personal wireless services facilities in the rights-of-way shall, at a  
31 minimum, ensure that the requirements of this section are satisfied, unless it is  
32 determined that applicant has established that denial of an application would, within  
33 the meaning of federal law, prohibit or effectively prohibit the provision of personal  
34 wireless services such that federal law would require the Village to immediately  
35 approve a permit, or would otherwise violate applicable laws or regulations. If that  
36 determination is made, the requirements of this Chapter may be waived, but only to  
37 the minimum extent required to avoid the prohibition.

38  
39 (c) **Standards.** Personal wireless services facilities shall be installed and modified in  
40 a manner that minimizes risks to public safety, avoids placement of above-ground  
41 facilities in underground areas, avoids installation of new support structures or  
42 Equipment Cabinets in the public rights-of-way, and otherwise maintains the integrity  
43 and character of the neighborhoods and corridors in which the facilities are located;  
44 ensures that installations are subject to periodic review to minimize the intrusion on  
45 the rights-of-way; and ensures that the Village bears no risk or liability as a result of  
46 the installations, and that such use does not inconvenience the public, interfere with

1 the primary uses of the rights-of-way, or hinder the ability of the Village or other  
2 government agencies to improve, modify, relocate, abandon, or vacate the public  
3 rights-of-way or any portion thereof, or to cause the improvement, modification,  
4 relocation, vacation, or abandonment of facilities in the rights-of-way.

5  
6 (d) **Location Preferences.** All applicants should, to the extent feasible, collocate new  
7 facilities and substantial changes to existing facilities with existing facilities.  
8 Collocations should, to the extent feasible, be proposed on structures in accordance  
9 with the following preferences.

- 10  
11 (1) The Village prefers the following locations, ordered from most preferred to  
12 least preferred:
- 13 (i) On existing poles or infrastructure located outside the Rights-of-Way;
  - 14 (ii) Within existing utility easements on the same side of the street as an  
15 existing pole line;
  - 16 (iii) Behind sidewalks on the same side of the street as an existing pole line;
  - 17 (iv) Within existing utility easements;
  - 18 (v) Behind sidewalks;
  - 19 (vi) On the same side of the street as an existing pole line.
- 20  
21 (2) Applicants should avoid proposing new facilities and substantial changes to  
22 existing facilities in the following locations:
- 23 (i) Within or adjacent to residential property where no pole line exists;
  - 24 (ii) In swale areas utilized for stormwater collection;
  - 25 (iii) Closer to travel way than permitted by Florida Department of Transportation  
26 minimum roadside offset standards.
- 27

28 (e) **Design Standards.** Personal wireless services facilities shall meet all applicable  
29 design standards. Specifically:

- 30  
31 (1) All underground facilities must be placed in conduit. The conduit material  
32 type is subject to review and approval by the Village Engineer.
- 33  
34 (2) Underground facilities, poles, and all associated equipment must be placed  
35 in Utility Easements, dedicated for such a purpose, wherever Utility Easements  
36 exist, even if this means the underground facilities, poles, and associated  
37 equipment will be placed outside of the road right-of-way, on private property. The  
38 Village Engineer has the authority to waive this requirement.
- 39  
40 (3) All underground facilities must be buried at a minimum depth of 24-inches  
41 below existing grade.
- 42 (4) Conflicts between small cell wireless facilities (poles, underground facilities,  
43 and above ground equipment) and existing city-owned utilities including but not  
44 limited to potable water, sanitary sewer, stormwater drainage, and reclaimed water  
45 must be avoided, wherever possible. When avoiding conflicts with city-owned  
46 utilities is not feasible, the following minimum separations apply:

- (i) Horizontal separation: 10-ft preferred; 6-ft minimum
- (ii) Vertical separation: 2-ft minimum
- (iii) Small cell wireless underground conduit must be placed below existing city-owned utilities.
- (iv) The Village Engineer has the authority to allow lesser separations where deemed necessary.

(5) Landscaping shall be required around (3) sides of all above ground equipment, not including poles. At the time of planting, the landscape material must be installed at a height not less than the height of the above ground equipment and shall be maintained by the small cell wireless owner. The landscaping material type is subject to review and approval by the Village Engineer. Where landscaping is not feasible, wrapping of above ground equipment may be required. The wrapping material type and aesthetics are subject to review and approval by the Village Engineer

(6) Stealth design for small cell wireless poles may be required at the sole discretion of the Village Engineer. The type of stealth design is subject to review and approval by the Village Engineer.

(7) All above ground installations are subject to minimum roadside offset and clear zone requirements as specified in the latest edition of the Florida Department of Transportation standards manuals.

(8) The Village has the authority to deny location requests for any proposed small cell wireless pole, above ground equipment, and facilities at the sole discretion of the Village Engineer.

## **Section 8. Applications.**

(a) **Submission.** All applications, including the full application, amendments, or supplements to an application, or responses to requests for information regarding an application, shall be submitted electronically through the Village's permitting portal.

(b) **Pre-application meeting.** Prior to filing an application for a wireless permit, an applicant is strongly encouraged to schedule a pre-application meeting with the Village Engineer or his designee to discuss the proposed facility, the requirements of this Chapter, and any potential impacts of the proposed facility.

(c) **Content.** An applicant shall submit an application on the form approved by the Village Engineer for this purpose, which may be updated from time-to-time.

(d) **Fees.** For personal wireless services facilities, applicant must provide an application fee and an initial deposit. Applications cannot be deemed complete prior to payment of the fee and an accompanying deposit. Applicant must agree, as part of its application, to pay all costs reasonably incurred by the Village in reviewing the

1 application, including, without limitation, costs incurred in retaining outside  
2 consultants. The deposit shall be used to cover such costs, and will be refundable to  
3 applicant to the extent the deposit is not fully used. The application fee shall not be  
4 refundable. The amount of the deposit and application fee shall be set by the Village  
5 Engineer. The Village Engineer shall review the deposit and application fee  
6 periodically (but not less than once per calendar year), and adjust them based on  
7 costs the Village expects to incur.  
8

9 (e) **Waivers.** Requests for waivers from any requirement of this section shall be made  
10 in writing to the Village Engineer or his or her designee. The Village Engineer may  
11 grant or deny a request for a waiver pursuant to this subsection. The Village Engineer  
12 may grant a request for waiver if it is demonstrated that, notwithstanding the issuance  
13 of a waiver, the Village will be provided all information necessary to understand the  
14 nature of the construction or other activity to be conducted pursuant to the permit  
15 sought, or if otherwise required by law. The Village Engineer's decision as to any  
16 waiver request pursuant to this subsection shall be subject to appeal in accordance  
17 with Section 5(b) of this Chapter. All waivers approved pursuant to this subsection  
18 shall be (1) granted only on a case-by-case basis, and (2) narrowly-tailored to  
19 minimize deviation from the requirements of the Village Code.  
20

21 (f) **Rejection for Incompleteness.** For personal wireless facilities and Eligible  
22 Facilities Requests, applications will be processed, and notices of incompleteness  
23 provided, in conformity with state, local, and federal law. If such an application is  
24 incomplete, it may be rejected by the Village Engineer by notifying the applicant and  
25 specifying the material omitted from the application.  
26

## 27 **Section 9. Findings; Decisions; Consultants.**

### 28 (a) **Findings Required for Approval.**

- 29
- 30
- 31 (1) Except for Eligible Facilities Requests, the Village Engineer or Village  
32 Manager, as the case may be, shall approve an application if, on the basis of  
33 the application and other materials or testimony provided in review thereof, it  
34 finds the following supported by substantial evidence:
- 35 (i) The facility is not detrimental to the public health, safety, and welfare;
- 36 (ii) The facility complies with all applicable design and development standards  
37 in the Village Code, the Village Engineering Manual, and other applicable  
38 requirements;
- 39 (iii) The facility qualifies as a small wireless facility; and
- 40 (iv) The facility will not impede compliance with the Americans with Disabilities  
41 Act or other applicable accessibility requirements.  
42
- 43 (2) For Eligible Facilities Requests, the Village Engineer or Village Manager, as  
44 the case may be, shall approve an application if, on the basis of the  
45 application and other materials or testimony provided in review thereof, it  
46 finds the following supported by substantial evidence:

- 1 (i) That the application qualifies as an Eligible Facilities Request;  
2 (ii) That the proposed facility will comply with all generally-applicable laws.  
3

4 (b) **Decisions.** Decisions on an application by the Village Engineer or Village  
5 Manager shall be in writing, delivered via electronic mail, and include a description of  
6 the reasons for the decision.  
7

8 (c) **Independent Consultants.** The Village Engineer or Village Manager, as the case  
9 may be, is authorized, in its discretion, to select and retain independent consultant(s)  
10 with expertise in telecommunications in connection with the review of any application  
11 under this Chapter. Such independent consultant review may be retained on any  
12 issue that involves specialized or expert knowledge in connection with an application,  
13 including, but not limited to, application completeness or accuracy, structural  
14 engineering analysis, or compliance with FCC radio frequency emissions standards.  
15

## 16 **Section 10. Conditions of Approval.** 17

18 (a) **Generally.** In addition to any supplemental conditions assigned by the Village  
19 Engineer or Village Manager, as the case may be, all permits granted pursuant to this  
20 Chapter (except Eligible Facility Requests) shall be subject to the following conditions,  
21 unless modified by the approving authority:  
22

- 23 (1) *Code compliance.* The Permittee shall at all times maintain compliance with  
24 all applicable federal, state and local laws, regulations and other rules,  
25 including, without limitation, those applying to use of rights-of-way.  
26
- 27 (2) *Inspections; Emergencies.* The Village or its designee may enter onto the  
28 facility area to inspect the facility upon 48 hours prior notice to the Permittee.  
29 The Permittee shall cooperate with all inspections and may be present for any  
30 inspection of its facility by the Village. The Village reserves the right to enter  
31 or direct its designee to enter the facility and support, repair, disable, or  
32 remove any elements of the facility in emergencies or when the facility  
33 threatens imminent harm to persons or property. The Village shall make an  
34 effort to contact the Permittee prior to disabling or removing any facility  
35 elements, but in any case shall notify Permittee within 24 hours of doing so.  
36
- 37 (3) *Contact.* The Permittee shall at all times maintain accurate contact  
38 information for all parties responsible for the facility, which shall include a  
39 phone number, street mailing address and email address for at least one  
40 natural person.  
41
- 42 (4) *Indemnities.* The Permittee and, if applicable, the owner of the private  
43 property upon which the tower/and or base station is installed shall defend,  
44 indemnify and hold harmless the Village, its agents, officers, officials, and  
45 employees (i) from any and all damages, liabilities, injuries, losses, costs, and  
46 expenses, and from any and all claims, demands, lawsuits, writs of

mandamus, and other actions or proceedings brought against the Village or its agents, officers, officials, or employees to challenge, attack, seek to modify, set aside, void or annul the Village's approval of the permit, and (ii) from any and all damages, liabilities, injuries, losses, costs, and expenses, and any and all claims, demands, law suits, or causes of action and other actions or proceedings of any kind or form, whether for personal injury, death or property damage, arising out of or in connection with the activities or performance of the Permittee or, if applicable, the private property owner or any of each one's agents, employees, licensees, contractors, subcontractors, or independent contractors. Further, Permittees shall be strictly liable for interference caused by their facilities with the Village's communications systems. The Permittee shall be responsible for costs of determining the source of the interference, all costs associated with eliminating the interference, and all costs arising from third party claims against the Village attributable to the interference. In the event the Village becomes aware of any such actions or claims the Village shall promptly notify the Permittee and, if applicable, the private property owner and shall reasonably cooperate in the defense. The Village shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the Village's defense, and the property owner and/or Permittee (as applicable) shall reimburse Village for any costs and expenses directly and necessarily incurred by the Village in the course of the defense.

- (5) *Adverse impacts on adjacent properties.* Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, and removal of the facility.
- (6) *General maintenance; Graffiti.* The site and the facility, including, but not limited to, all landscaping, fencing, and related transmission equipment, must be maintained in a neat, orderly, and clean manner and in accordance with all approved plans and conditions of approval. All graffiti on facilities must be removed at the sole expense of the Permittee within 48 hours after notification from the Village.
- (7) *RF exposure compliance.* All facilities must comply with all standards and regulations of the FCC and any other state or federal government agency with the authority to regulate RF exposure standards. All applications must demonstrate compliance by including a certified analysis showing that the proposed facility satisfies the FCC's Radio-Frequency ("RF") exposure guidelines applicable on an individual basis, and on a cumulative basis (considering all frequencies, and all emitting sources as required by FCC regulations). After transmitter and antenna system optimization, but prior to unattended operations of the facility, Permittee or its representative must conduct on-site post-installation RF emissions testing to demonstrate actual compliance with the FCC OET Bulletin 65 RF emissions safety rules for

1 general population/uncontrolled RF exposure in all sectors. For this testing,  
2 the transmitter shall be operating at maximum operating power, and the  
3 testing shall occur outwards to a distance where the RF emissions no longer  
4 exceed the uncontrolled/general population limit.  
5

- 6 (8) *Testing.* Testing of back-up generators and other noise producing equipment  
7 shall take place on weekdays only, and only between the hours of 9:00 a.m.  
8 and 4:00 p.m., except that testing is prohibited on holidays that fall on a  
9 weekday. In addition, testing is prohibited on weekend days.  
10
- 11 (9) *Utilities undergrounded.* Extensions of electrical and telecommunications  
12 land lines to serve the facility shall be underground.  
13
- 14 (10) *Other approvals.* The Permittee shall obtain all other applicable permits,  
15 approvals, and agreements necessary to install and operate the facility in  
16 conformance with federal, state, and local laws, rules, and regulations.  
17
- 18 (11) *Modifications.* No changes shall be made to the approved plans without  
19 review and approval in accordance with this Chapter.  
20
- 21 (12) *Agreement with Village.* Permittee shall enter into the appropriate agreement  
22 with the Village, as determined by the Village, prior to constructing, attaching,  
23 or operating a facility on Municipal Infrastructure.  
24
- 25 (13) *Village Not Liable.* Except for acts of willful misconduct or gross negligence  
26 and to the extent permitted by applicable law, neither the Village nor its  
27 officials, boards, commissions, consultants, agents, employees, or  
28 independent contractors shall have any liability to the communications  
29 services provider for any claims for any damages, costs, expenses, or losses  
30 resulting from the Village's breakage, removal, alteration, or relocation of any  
31 facilities of any communications services provider which arose out of, or in  
32 connection with, any emergency or disaster situation or was, in the sole  
33 discretion of the Village Engineer, deemed necessary to facilitate any public  
34 works project, public improvement, alteration of a Village structure, change in  
35 the grade or line of any public rights-of-way, or the elimination, abandonment,  
36 or closure of any public rights-of-way, or was found by the Village Council to  
37 be in the best interest of the health, safety, or general welfare of the public;  
38 nor shall any charge be made by the communications services provider  
39 against the Village for any damages, costs, expenses, or losses related  
40 thereto.  
41
- 42 (14) *Performance bond.* Prior to issuance of a building or electrical permit, the  
43 Permittee shall file with the Village, and shall maintain in good standing  
44 throughout the term of the approval, a performance bond or other surety or  
45 another form of security for the removal of the facility in the event that the use  
46 is abandoned or the permit expires, or is revoked, or is otherwise terminated.

1 The security shall be in the amount equal to 110% of the higher of two  
2 contractor quotes for removal of the facility and restoration of the site to its  
3 prior condition. The Permittee shall reimburse the Village for staff time  
4 associated with the processing and tracking of the bond, based on the hourly  
5 rate adopted by the Village Council. Reimbursement shall be paid when the  
6 security is posted and during each administrative review. Each applicant must  
7 maintain one bond to cover all of its facilities within the Village, with the total  
8 value of the bond adjusted to reflect the total number of facilities.  
9

10 (15) *Insurance.* At all times during the use or occupancy of the public rights-of-  
11 way, including any time during placement or maintenance of communications  
12 facilities, the Permittee shall obtain, pay all premiums for, and maintain  
13 satisfactory to the Village, insurance coverage insuring the Permittee and  
14 naming the Village, its officers, boards, council, council members, agents and  
15 employees as additional insureds: workers' compensation and employer  
16 liability insurance to meet all requirements of Florida law and commercial  
17 general liability insurance with respect to the construction, operation and  
18 maintenance of the communications facilities, and the conduct of registrant's  
19 business in the Village, in the minimum amounts of:  
20

- 21 (a) \$1,000,000.00 in any one accident for bodily injury, personal injury or  
22 death, property damage, or (without explosion, collapse and  
23 underground ("XCU") exclusions);
- 24 (b) \$500,000.00 for personal injury to any one person;
- 25 (c) \$250,000.00 for property damage in any one accident;
- 26 (d) Business automobile liability insurance valid in the State of Florida which  
27 policy limit shall be in an amount not less than \$1,000,000.00 combined  
28 single limit, including bodily injury and property damage covering owned,  
29 leased, hired and non-owner vehicles.
- 30 (e) Workers' Compensation valid in the State of Florida which policy limit  
31 shall be in an amount not less than the statutory limit for Workers'  
32 Compensation.
- 33 (f) Employer's liability insurance valid in the State of Florida which policy  
34 limit shall be in an amount not less than \$1,000,000.00 each accident  
35 for employer's liability.
- 36 (g) All insurance providers used shall be admitted and duly authorized to do  
37 business in the State of Florida and shall have been assigned by A. M.  
38 Best Company a minimum Financial Strength Rating of "A" and a  
39 minimum Financial Size Category of "IX" (i.e., a size of \$250,000,000.00  
40 to \$500,000,000.00 based on capital, surplus, and conditional reserve  
41 funds). Insurance policies and certificates issued by non-admitted  
42 insurance companies are not acceptable. All liability policies shall name  
43 the Village, its council members, officers, boards, agents and employees  
44 as additional insureds with respect to any covered liability arising out of  
45 the placement or maintenance of communications facilities in the public  
46 rights-of-way or other activities under this Chapter. Each



1 communications services provider shall furnish annually to the Village  
2 certificates showing proof of all required insurance coverage. All liability  
3 coverage must be in occurrence form and in accordance with the limits  
4 specified. Claims made policies are not acceptable. No insurance policy  
5 shall be canceled, nor shall the occurrence or aggregate limits set forth  
6 herein be reduced, until the Village has received at least 30 days'  
7 advance written notice by registered, certified or regular mail of any  
8 cancellation, intent not to renew or reduction in policy coverage. Each  
9 communications services provider shall be responsible for notifying the  
10 Village of such cancellation, intent not to renew or reduction in coverage.  
11 All certificate(s) of insurance, including all endorsements and riders,  
12 evidencing insurance coverage shall be submitted to the Village within  
13 30 days after the date of registration with the Village in order for a  
14 communications services provider to obtain a permit required for  
15 construction in the public rights-of-way. Each communications services  
16 provider shall, in the event of any such notice described above, obtain,  
17 pay all premiums for, and file with the Village, written evidence of the  
18 issuance of replacement policies within 30 days following receipt by the  
19 Village or the communications services provider of such notice.

20 (h) Nothing contained in this Chapter shall limit a communications service  
21 provider's liability to the Village to the limits of insurance certified or  
22 carried.

23 (i) Under extraordinary circumstances a communications services provider  
24 may satisfy the insurance requirements of this Chapter by providing  
25 documentation of self-insurance that, in the sole discretion of the Village  
26 Manager, demonstrates incontrovertibly the adequacy to defend and  
27 cover claims of any nature that might arise from the placement and  
28 maintenance of facilities in the public ROW. The communications  
29 services provider must be authorized as a self-insurer by the  
30 Department of Insurance under the laws of the State of Florida.

31  
32 (16) *Conflicts with improvements.* For all facilities located within the right-of-way,  
33 the Permittee shall remove or relocate, at its expense and without expense  
34 to the Village, any or all of its facilities when such removal or relocation is  
35 deemed necessary by the Village by reason of any change of grade,  
36 alignment, or width of any right-of-way, for installation of services, water  
37 pipes, drains, storm drains, power or signal lines, traffic control devices, right-  
38 of-way improvements, or for any other construction, repair, or improvement  
39 to the right-of-way. Any removal or relocation required under this paragraph  
40 shall be completed by Permittee within ninety (90) days of receipt of notice  
41 from the Village. In the event Permittee fails to abide by this timeframe, and  
42 Permittee's failure to remove or relocate its facilities impedes the progress of  
43 the project which necessitated said removal or relocation, the Village shall  
44 have the right to cure this deficiency, and recover the costs incurred in doing  
45 so by drawing on the required performance bond. In such a case, the Village  
46 shall bear no liability for any damage or disruption to Permittee's facilities or

1 operations directly or indirectly resulting from the Village's reasonable efforts  
2 to cure Permittee's noncompliance with this paragraph.  
3

4 (17) *Vacation.* Permittee shall notify the Village Engineer of the intent to vacate a  
5 facility at least thirty (30) days prior to the vacation.  
6

7 (18) *Abandonment.* If a facility is not operated for a continuous period of six (6)  
8 months, the wireless permit and any other permit or approval therefor shall  
9 be deemed abandoned and terminated automatically, unless before the end  
10 of the six (6) month period (i) the Village Engineer has determined that the  
11 facility has resumed operations, or (ii) the Village has received an application  
12 to transfer the permit to another service provider. No later than ninety (90)  
13 days from the date the facility is determined to have ceased operation or the  
14 Permittee has notified the Village Engineer of its intent to vacate the site, the  
15 Permittee shall remove all equipment and improvements associated with the  
16 use and shall restore the site to its original condition to the satisfaction of the  
17 Village Engineer. The Permittee shall provide written verification of the  
18 removal of the facilities within thirty (30) days of the date the removal is  
19 completed. If the facility is not removed within thirty (30) days after the permit  
20 has been discontinued pursuant to this subsection, the site shall be deemed  
21 to be a nuisance, and the Village may cause the facility to be removed at  
22 Permittee's expense or by calling any bond or other financial assurance to  
23 pay for removal. If there are two (2) or more users of a single facility or  
24 support structure, then this provision shall apply to the specific elements or  
25 parts thereof that were abandoned, but will not be effective for the entirety  
26 thereof until all users cease use thereof.  
27

28 (19) *Encourage co-location.* Where the facility site is capable of accommodating  
29 a co-located facility upon the same site, the owner and operator of the existing  
30 facility shall allow another carrier to co-locate its facilities and equipment  
31 thereon, provided the parties can mutually agree upon reasonable terms and  
32 conditions.  
33

34 (20) *Compliance.* The Permittee must at all times construct, operate, and maintain  
35 the facility in accordance with all permits, requirements, codes, and  
36 approvals.  
37

38 (21) *Force Majeure.* In the event the Village's or Permittee's performance of or  
39 compliance with any of the provisions of this Chapter is prevented by a cause  
40 or event not within the Village's or Permittee's control, such inability to  
41 perform or comply shall be deemed excused and no penalties or sanctions  
42 shall be imposed as a result, provided, however, that such Permittee uses all  
43 practicable means to expeditiously cure or correct any such inability to  
44 perform or comply. For the purposes of this section, cause or events not  
45 within the Village's or Permittee's control shall include, but not be limited to,  
46 acts of God, floods, earthquakes, landslides, hurricanes, fires and other

1 natural disasters, acts of public enemies, riots or civil disturbances, sabotage,  
2 strikes, and restraints imposed by order of a governmental agency or court.  
3 Causes or events within a Permittee's control, and thus not falling within this  
4 section shall include without limitation, Permittee's financial inability to  
5 perform or comply, economic hardship, and misfeasance, malfeasance or  
6 nonfeasance by any of Permittee's directors, officers, employees,  
7 contractors, or agents.  
8

9 (b) **Eligible Facilities Requests.** In addition to any supplemental conditions assigned  
10 by the Village Engineer or Village Manager, as the case may be, all permits for an  
11 Eligible Facility Request granted pursuant to this Chapter shall be subject to the  
12 following conditions, unless modified by the approving authority:  
13

14 (1) *General conditions.* The conditions provided in Section 9(a) of this Chapter  
15 shall apply to the extent permissible by law.  
16

17 (2) *No permit term extension.* The Village's grant or grant by operation of law of  
18 an Eligible Facilities Request permit constitutes a federally-mandated  
19 modification to the underlying permit or approval for the subject tower or base  
20 station. The Village's grant or grant by operation of law of an Eligible Facilities  
21 Request permit will not extend the permit term for the underlying permit or  
22 any other underlying regulatory approval, and its term shall be coterminous  
23 with the underlying permit or other regulatory approval for the subject tower  
24 or base station.  
25

26 (3) *No waiver of standing.* The Village's grant or grant by operation of law of an  
27 Eligible Facilities Request does not waive, and shall not be construed to  
28 waive, any standing by the Village to challenge Section 6409(a) of the  
29 Spectrum Act, any FCC rules that interpret Section 6409(a) of the Spectrum  
30 Act, or any modification to Section 6409(a) of the Spectrum Act.  
31

## 32 **Section 11. Breach; Termination of Permit.** 33

34 (a) **For breach.** A wireless permit may be revoked for failure to comply with the  
35 conditions of the permit or applicable law. Upon revocation, the personal wireless  
36 services facility must be removed; provided that removal of a support structure owned  
37 by the Village, a utility, or another entity authorized to maintain a support structure in  
38 the right-of-way need not be removed, but must be restored to its prior condition,  
39 except as specifically permitted by the Village. All costs incurred by the Village in  
40 connection with the revocation and removal shall be paid by entities who own or  
41 control any part of the personal wireless services facility.  
42

43 (b) **For installation without a permit.** Any personal wireless services facility installed  
44 without a wireless permit (except for those exempted by this Chapter) must be  
45 removed; provided that removal of a support structure owned by the Village, a utility,  
46 or another entity authorized to maintain a support structure in the right-of-way need

1 not be removed, but must be restored to its prior condition, except as specifically  
2 permitted by the Village. All costs incurred by the Village in connection with the  
3 revocation and removal shall be paid by entities who own or control any part of the  
4 personal wireless services facility.  
5

6 (c) **Term.** A wireless permit, other than a permit issued pursuant to an Eligible  
7 Facilities Request, shall be valid for a period of one (1) year, which shall automatically  
8 renew for four (4) additional one (1) year terms, provided construction is completed  
9 within the first year, and Permittee is in compliance with all permit requirements,  
10 including payment of annual fees. Any permit granted in response to an Eligible  
11 Facilities Request shall be coterminous with and expire at the same time as the permit  
12 for the underlying existing facility expires. A person holding a wireless permit must  
13 either (1) remove the facility within thirty (30) days following the permit's expiration  
14 (provided that removal of support structure owned by the Village, a utility, or another  
15 entity authorized to maintain a support structure in the right-of-way need not be  
16 removed, but must be restored to its prior condition, except as specifically permitted  
17 by the Village); or (2) at least ninety (90) days prior to expiration, submit an application  
18 to renew the permit, which application must, among all other requirements,  
19 demonstrate that the impact of the personal wireless services facility cannot be  
20 reduced. The personal wireless services facility must remain in place until it is acted  
21 upon by the Village and all appeals from the Village's decision are exhausted.  
22

23 (d) **Municipal Infraction.** Any violation of this Chapter will be subject to the same  
24 penalties as a violation of the Chapter II, Article IV, Division I of the Village Code.  
25

26 **Section 12. Infrastructure Controlled By Village.** The Village, as a matter of policy,  
27 will negotiate agreements for use of Municipal Infrastructure. The placement of personal  
28 wireless services facilities on those structures shall be subject to the agreement. The  
29 agreement shall specify the compensation to the Village for use of the structures. The  
30 person seeking the agreement shall additionally reimburse the Village for all costs the  
31 Village incurs in connection with its review of, and action upon, the person's request for  
32 an agreement.  
33

34 **Section 13. Nondiscrimination.** In establishing the rights, obligations and conditions  
35 set forth in this Chapter, it is the intent of the Village to treat each applicant or public right-  
36 of-way user in a competitively neutral and nondiscriminatory manner, to the extent  
37 required by law, and with considerations that may be unique to the technologies, situation  
38 and legal status of each particular applicant or request for use of the public rights-of-way.  
39

40 **Section 14. Severability.** If any section, subsection, provision, sentence, clause,  
41 phrase or word of this Chapter is for any reason held to be illegal or otherwise invalid by  
42 any court of competent jurisdiction, such invalidity shall be severable, and shall not affect  
43 or impair any remaining section, subsection, provision, sentence, clause, phrase or word  
44 included within this Chapter, it being the intent of the Village that the remainder of the  
45 Chapter shall be and shall remain in full force and effect, valid, and enforceable.  
46

**Section 15. Conflicts.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington Ordinance, Resolution, or Municipal Code provision; then in that event the provisions of this Ordinance shall prevail to the extent of such conflict.

**Section 16. Effective Date.** This Ordinance shall become effective immediately upon adoption of the Wellington Council following second reading.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ upon first reading.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on second and final reading.

**WELLINGTON**

	<b>FOR</b>	<b>AGAINST</b>
BY: _____ Anne Gerwig, Mayor	_____	_____
_____ Michael Drahos, Vice Mayor	_____	_____
_____ John McGovern, Councilman	_____	_____
_____ Michael Napoleone, Councilman	_____	_____
_____ Tanya Siskind, Councilwoman	_____	_____

**ATTEST:**

BY: \_\_\_\_\_  
Chevelle Nubin, Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
Laurie S. Cohen, Village Attorney