



Agenda Cover Memorandum

Meeting Date: August 12, 2013

Meeting Type: COW (Committee of the Whole) City Council Budget Workshop

Item Title: Approve a Landscape Agreement with AT&T for Video-Ready Access Devices Located in Public Right-of-Way or Public Utility Easement

Action Requested:

Approval

For discussion

Feedback requested

For your information

Staff Contact: Sarah Mitchell, City Engineer

Phone Number: 847/318-5455

Email Address: smitchel@parkridge.us

Background:

The City has been approached by AT&T to apply for the installation of facilities in the public right-of-way and public utility easement for a network upgrade known as Project VIP, also known as AT&T U-Verse. As part of the upgrade and approval process, AT&T proposes a landscape agreement with the City of Park Ridge pertaining to the siting, screening, landscaping, and maintenance of their proposed facilities.

A copy of the proposed Landscape Agreement is attached.

Recommendation:

Approve a Landscape Agreement with AT&T for video-ready access devices located in public right-of-way or public utility easement

Budget Implications:

Does Action Require an Expenditure of Funds: Yes No

If Yes, Total Cost:

If Yes, is this a Budgeted Item:

Yes No Requires Budget Transfer

If Budgeted, Budget Code (Fund, Dept, Object)

Attachments:

- Proposed Landscape Agreement



James G. Maurer
Vice President
External Affairs

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July 19, 2013

Mr. Shawn Hamilton
City Manager
City of Park Ridge
505 Butler Place
Park Ridge, IL 60068

Dear Mr. Hamilton:

AT&T Illinois ("AT&T") is in the process of installing facilities in the public rights-of-way ("R.O.W.") as that term is defined in the Cable and Video Competition Law of 2007, 220 ILCS 5/21-201(q), within the City of Park Ridge, Illinois (the "City") in connection with AT&T's network upgrade, known as Project VIP. As part of this upgrade process, AT&T remains committed to working with the City of Park Ridge pertaining to the siting, screening, landscaping, and maintenance of these facilities.

In furtherance of this commitment, AT&T hereby agrees to be bound by the terms contained in this letter (hereafter referred to as the "Agreement"). AT&T shall make a payment to the City of Park Ridge of Two Thousand Dollars (\$2,000.00), hereafter referred to as "Payment," for each separate Video-Ready Access Device ("VRAD") located in public right-of-way or in public utility easement located on private property, hereafter referred to as "AT&T VRAD Facilities". The Payment(s) shall be used by the City for screening and landscaping of AT&T's Facilities, (and the maintenance of such screening and landscaping) following the restoration of the construction area by AT&T at its expense after the installation of the VRAD. The payments will be used by the City subject to the following terms:

1. The City assumes all responsibilities, including all costs, expenses and liabilities related to any screening and landscaping of AT&T's VRAD Facilities within the City. In fulfilling these responsibilities, the City shall comply with all applicable land use and safety regulations including, but not limited to the Illinois Underground Utilities Facilities Damage Prevention Act, 220 ILSC 50/1 et seq.; and shall reserve a set-back from all four sides of every VRAD cabinet, upon which no landscaping or obstruction will be placed, such that every VRAD cabinet may be easily accessed by AT&T. The City acknowledges that AT&T's standard set-back is four (4) feet on all sides, and will use reasonable efforts to meet this standard. In any event, it will reserve a set-back of at least three (3) feet on all sides to enable AT&T technicians to safely access the VRAD to provision and maintain service.

2. Except for its responsibility to submit the Payments, AT&T is not responsible for any costs, expenses, or liabilities related to the landscaping and screening, or the on-going maintenance of the landscaping and screening, of the VRAD facilities within the City of Park Ridge.

3. AT&T's VRAD Facilities installed while this Agreement is in effect shall not be subject to any City code provisions regarding screening, landscaping, maintenance or security requirements related thereto, including, but not limited to, the posting of a bond, letter of credit, or establishment of an escrow account. AT&T agrees that plan details for each proposed VRAD installation will be provided to the City, that representatives of AT&T and the City of Park Ridge will visit each proposed installation site, and that AT&T and the City of Park Ridge will mutually agree upon the location of each VRAD Facility. Subject to section 5/21-1001 of the Cable and Video Competition Law of 2007, 220 ILCS 5/21-1001, and except for the application fee requirement in the City Code, Section 90-87(f), AT&T shall comply with the applicable policies and procedures for constructing facilities in the public rights-of-way set forth in the City Code, Section 90-81 et seq. and any other generally applicable City ordinance.

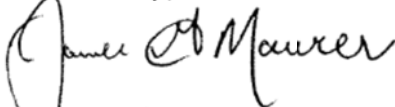
4. AT&T asserts that any payment obligations, including bond, letter of credit, or escrow account requirements, imposed by the City of Park Ridge in relation to AT&T's VRAD Facilities are inconsistent with applicable law, including the Cable and Video Competition Law of 2007, 220 ILCS 5/21-100 et seq., the Telecommunications Infrastructure Maintenance Fee Act, 220 ILCS 65/1 et seq. However, despite AT&T's assertion, AT&T will submit the Payments voluntarily under the conditions described above.

5. Payment of the amount due pursuant to this Agreement shall be made by AT&T to the City of Park Ridge within 90 days of completion of the work in the field, per location.

This Agreement shall remain in effect through the end of 2015; provided, however, the parties agree the City (i) retains the obligation to secure and maintain the screening and landscaping after the Agreement expires and (ii) shall not impose that obligation on AT&T, its agents, or its contractors.

Please express your agreement and acceptance of the terms of this Agreement by signing below.

Sincerely,



James G. Maurer
Vice President
External Affairs

AGREED TO AND ACCEPTED:

City of Park Ridge

By: _____

Name: _____

Title: _____

Date: _____