



# CITY OF WOOD DALE

**NEXT ORDINANCE NUMBER: O-22- 030**

**NEXT RESOLUTION NUMBER: R-22- 63**

## **PUBLIC NOTICE OF CITY COUNCIL MEETING**

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, THE NEXT REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF WOOD DALE IS SCHEDULED TO BE HELD AT THE HOUR OF 7:30 P.M. ON THURSDAY, NOVEMBER 17, 2022 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 N. WOOD DALE ROAD, WOOD DALE, ILLINOIS, DURING WHICH MEETING IT IS ANTICIPATED THAT THERE WILL BE DISCUSSION OF THE FOLLOWING:

AGENDA  
CITY OF WOOD DALE, ILLINOIS  
REGULAR CITY COUNCIL MEETING  
NOVEMBER 17, 2022

**I. CALL TO ORDER**

**II. ROLL CALL**

**Mayor Pulice**

**Alderman Ames**

**Alderman Catalano**

**Alderman Curiale**

**Alderman Jakab**

**Alderman Messina**

**Alderman Susmarski**

**Alderman Woods**

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF MINUTES**

A. November 3, 2022 Regular City Council Meeting Minutes

**V. COMMUNICATIONS AND PETITIONS**

*Citizens will be given the opportunity to address the City Council during the time set aside in the Meeting for Public Comment under Communications and Petitions. Please direct your comments to the Mayor, limit your remarks to three (3) minutes, and kindly refrain from making repetitive statements.*

A. Citizens To Be Heard

B. Written Communiques of Citizens to Be Heard

**VI. MAYOR'S REPORT**

A. Swearing in of Chris Zito as Chief of Police

**VII. CITY MANAGER'S REPORT**

**VIII. CONSENT AGENDA**

A. Omnibus Vote

- i. An Ordinance Approving the Amendments to the Unified Development Ordinance (UDO) in Case CDC-2022-0005
- ii. A Resolution Approving an Intergovernmental Agreement for DuPage Emergency Dispatch Interoperable Radio System (DEDIRS) equipment between the Emergency Telephone System Board (ETSB) and the City of Wood Dale, in an amount not to exceed \$42,768.44
- iii. A Resolution Approving a Proposal from RJN Group for Professional Services for the Klefstad Lift Station and Force Main Improvements in an Amount Not to Exceed \$145,000
- iv. A Resolution Authorizing the City of Wood Dale to Enter into an Agreement With Altruistic Technology for an IT Assessment in an Amount not to Exceed \$25,000

**IX. COMMITTEE CHAIRMAN REPORTS**

A. Planning, Zoning And Building Committee

- i. An Ordinance Amending The Municipal Code Of The City Of Wood Dale Amending Article XVI Residential Rental Property Regulations

B. Public Health, Safety, Judiciary And Ethics Committee

C. Public Works Committee

- i. A Resolution Approving a Proposal from Dahme Mechanical Industries, Inc. for the Richert Pump Station Emergency Piping Replacement in an Amount Not to Exceed \$18,888

D. Finance And Administration Committee

**X. OTHER BUSINESS**

A. Airport Noise Report

B. Stormwater Commission Report

**XI. APPROVAL OF LIST OF BILLS**

- i. List of Bills for November 17, 2022 - \$3,690,654.14

**XII. EXECUTIVE SESSION**

**XIII. ITEMS TO BE REFERRED**

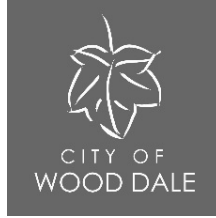
**XIV. ITEMS FOR INFORMATION ONLY**

**XV. ADJOURNMENT**

**POSTED IN CITY HALL ON NOVEMBER 14, 2022 AT 4:00 PM**

Lynn Curiale, City Clerk

BY: MAURA MONTALVO, DEPUTY CITY CLERK



# CITY OF WOOD DALE

404 North Wood Dale Rd. • Wood Dale, Illinois • 60191

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REGULAR CITY COUNCIL MEETING  
OF THE CITY OF WOOD DALE, DU PAGE COUNTY, ILLINOIS  
IN THE CITY ADMINISTRATION BUILDING  
November 3, 2022

I. CALL TO ORDER REGULAR CITY COUNCIL MEETING:

Mayor Nunzio Pulice called the Regular City Council Meeting to Order at 7:30 p.m.

II. ROLL CALL

Upon roll call, the following were:

Present: Aldermen Ames, Catalano, Curiale, Messina, Susmarski and Woods, along with Mayor Pulice

Absent: Alderman Jakab

Also Present: City Clerk Curiale, Treasurer Porch, Legal Counsel Bond, Acting City Manager Finance Director Wilson, Deputy Chief Zito, Director of Public Works Lange, Director of Community Development Springer, Accounting Manager McAleer

Whereupon the Mayor declared a quorum present.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

Alderman Susmarski made a motion, seconded by Alderman Ames, to approve the Regular City Council Minutes of October 20, 2022. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Ames, Catalano, Curiale, Messina, Susmarski and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

V. COMMUNICATIONS AND PETITIONS:

i. *Citizens to be Heard*

None



ii. *Written Communiqués*

None

VI. MAYOR'S REPORT

A. *Committee Appointments*

a. **STREETSCAPE AND ECONOMIC ENHANCEMENT COMMITTEE**

- i. **Appointment of Paula Masilotti for a Two (2) Year Term  
Commencing November 3, 2022 and Expiring on April 30, 2024**

b. **COMMUNITY DEVELOPMENT COMMISSION**

- i. **Appointment of Jim Parenti for a Two (2) Year Term  
Commencing November 3, 2022 and Expiring on April 30, 2024**

The Mayor questioned if there were any objections to either of the Committee Appointments. Hearing none and on a motion by Alderman Susmarski, seconded by Alderman Ames, to approve a.) *Streetscape and Economic Enhancement Committee Appointment of Paula Masilotti for a Two (2) Year Term Commencing November 3, 2022 and Expiring on April 30, 2024* and b.) *Community Development Commission Appointment of Jim Parenti for a Two (2) Year Term Commencing November 3, 2022 and Expiring on April 30, 2024*. When the question was put, a voice vote was taken with the following results:

Ayes: Aldermen Ames, Catalano, Curiale, Messina, Susmarski and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

Mayor Pulice thanked City Staff for all their hard work in helping make Trunk or Treat a huge success. About 3,000 people attended.

Mayor Pulice reported the Shape of Wood Dale Meeting had been recorded and is available for Residents to view.

VII. CITY MANAGER'S REPORT

Acting City Manager Wilson reported the City received word the GFOA Triple Crown Award for Fiscal Year 2020 Reporting Cycle has been awarded to the Finance Department. This is the 2<sup>nd</sup> year GFOA has awarded this distinction and the Finance Department has received it both years. The Triple Crown covers the 3 reporting categories: Excellence in Financial Reporting (Audit), Popular Annual Financial Reporting, and Distinguished Budget Presentation. The City is confirmed to receiving all 3 now for 9 years in a row. The GFOA presents these awards to entities within the United States and Canada. Only 317 entities received the Triple Crown designation, with 27 coming from Illinois.

VIII. CONSENT AGENDA

A. Omnibus Vote

- i. *An Ordinance Approving a Plat of Subdivision for Consolidation of Property  
Located at 372 N. Wood Dale Road*

- ii. *An Ordinance Granting a Special Use Permit for Multiple-Unit Dwelling Units and Planned Unit Development; and Concept & Final Development Plan and Site Plan Review for the Three Seventy-two Project Located at 372 N. Wood Dale Road*
- iii. *A Resolution Approving a Purchase Agreement Between the City of Wood Dale and AVI Systems, Inc. for the City Council AV System Project at City Hall in an Amount Not to Exceed \$133,486*

The Mayor questioned if there were any objections to the Consent Agenda. Hearing none and on a motion by Alderman Catalano, seconded by Alderman Susmarski, to approve the Consent Agenda. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Ames, Catalano, Curiale, Messina, Susmarski and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

- i. *Ordinance Approving a Plat of Subdivision for Consolidation of Property Located at 372 N. Wood Dale Road*
- ii. *An Ordinance Granting a Special Use Permit for Multiple-Unit Dwelling Units and Planned Unit Development; and Concept & Final Development Plan and Site Plan Review for the Three Seventy-two Project Located at 372 N. Wood Dale Road with the requirement of 40 trees*
- iii. *A Resolution Approving a Purchase Agreement Between the City of Wood Dale and AVI Systems, Inc. for the City Council AV System Project at City Hall in an Amount Not to Exceed \$133,486*

On a motion by Alderman Woods, seconded by Alderman Ames, to approve the Consent Agenda, including Items 1 through 3. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Ames, Catalano, Curiale, Messina, Susmarski and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

#### IX. COMMITTEE CHAIRMAN REPORTS

##### A. **Planning, Zoning and Building Committee**

None

##### B. **Public Health, Safety, Judiciary And Ethics Committee**

None

##### C. **Public Work Committee**

- i. *A Resolution Authorizing a Certification of Siting Approval to Heritage-Crystal Clean Facility at 298 Beinoris Drive in the City of Wood Dale*

On a motion by Alderman Messina, seconded by Alderman Woods, to approve A Resolution Authorizing a Certification of Siting Approval to Heritage-Crystal Clean Facility at 298 Beinoris Drive in the City of Wood Dale.

Mayor Pulice asked if the City had a list of Chemical Companies available. Director Lange responded there was a list of Chemical pre-treatment users that discharge certain chemicals into our water system within regulations. Public Works with work with the Fire Department to consolidate the list.

In response to Alderman Woods inquiry, Director Lange added the Facility was previously permitted as an antifreeze Recycling Facility and it would like to now operate as a Transfer Facility to store and send the product out to be processed. The IEPA requires a new Permit be issued by the City by Statute as the City of Wood Dale is the Local Siting Authority.

When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Ames, Catalano, Curiale, Messina, Susmarski and Woods

Nays: None

Whereupon the Mayor declared the motion carried

- i. A Resolution Approving the Agreed Unit Price from RW Dunteman Co. for the Emergency Repair of the Elizabeth Drive Bridge in an Amount Not to Exceed \$33,600*

Director Lange reported the bridge will be closed for 7-10 days starting Monday, November 7 and message boards had been put up to notify the public the bridge would be closed November 7 and notice will be put out on Social Media.

On a motion by Alderman Ames, seconded by Alderman Catalano, to approve *A Resolution Approving the Agreed Unit Price from RW Dunteman Co. for the Emergency Repair of the Elizabeth Drive Bridge in an Amount Not to Exceed \$33,600*. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Ames, Catalano, Curiale, Messina, Susmarski and Woods

Nays: None

Whereupon the Mayor declared the motion carried

#### **D. Finance and Administration Committee**

- i. A Resolution Entering Into a Settlement Agreement Between the City of Wood Dale, and Commonwealth Edison, and Azavar Audit Solutions, Inc.*

On a motion by Alderman Catalano, seconded by Alderman Curiale, to approve *A Resolution Entering Into a Settlement Agreement Between the City of Wood Dale, and Commonwealth Edison, and Azavar Audit Solutions, Inc.* When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Ames, Catalano, Curiale, Messina, Susmarski and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

#### **X. OTHER BUSINESS**

##### **A. Airport Noise Report**

No Report

##### **B. Stormwater Commission Report**

No Report

- XI. APPROVAL OF LIST OF BILLS: November 3, 2022 **\$1,577,433.54**  
On a motion by Alderman Catalano, seconded by Alderman Curiale, to approve the November 3, 2022 payment of the List of Bills, for the total amount of **\$1,577,433.54** for the following:

• General Fund	\$ 120,554.40
• Road & Bridge Fund	\$ 4,545.38
• Motor Fuel Tax Fund	\$ 255.03
• Tourism Fund	\$ 9,410.67
• Narcotics Fund	\$ 1,050.00
• TIF District #1	\$ -
• TIF District #2	\$ 2,950.00
• Capital Projects Fund	\$ 1,288,335.29
• Land Acquisition Fund	\$ -
• Commuter Parking Lot Fund	\$ 1,604.00
• Sanitation Fund	\$ 72,722.06
• Water & Sewer Fund	\$ 41,043.71
• CERF	\$ 34,963.00
• Special Service Area Fund	\$ -

**Total of all Funds: \$ 1,577,433.54**

**Total Number of Checks: 67**

When the question was put a roll call vote was taken with the following results:

Ayes: Aldermen Ames, Catalano, Curiale, Messina, Susmarski and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

- XII. EXECUTIVE SESSION

None

- XIII. ITEMS TO BE REFERRED

None

- XIV. ITEMS FOR INFORMATION ONLY

None

- XV. ADJOURNMENT

On a motion by Alderman Woods, seconded by Alderman Ames, to adjourn the Regular Meeting of November 3, 2022. When the question was put, all Aldermen voted in the Affirmative. Whereupon the Mayor declared the meeting adjourned at 7:44 pm.



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: November 17, 2022  
Subject: UDO Text Amendments (Chapter 17)  
Staff Contact: Staci Springer, Community Development Director  
Department: Community Development Department

**TITLE:** An Ordinance Approving Text Amendments To The City's Unified Development Ordinance (UDO) For Code Consistency Concerning Fence, Community Residence And Exterior Material Regulations And To Address Various Scrivener's Errors In Chapter 17 Of The City Code

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

11/10/2022 Committee Vote – 7 to 0 to recommend approval.

### **RECOMMENDATION:**

Staff recommends approval of the proposed amendments to the UDO related to:

- “Community Residence” definition and permitted/special uses,
- fence regulations for front yard fences,
- primary exterior materials, and
- revisions of few scriveners’ errors throughout the text.

The Community Development Commission (CDC) conducted a public hearing for the project on October 17, 2022. The CDC voted on the motion to recommend approval of the proposed UDO text amendment by a vote of 5 “yes” to 1 “no” and the motion passed.

### **BACKGROUND:**

In May of 2022, the City Council approved a comprehensive re-write of the Unified Development Ordinance (UDO), along with the rezoning of certain properties. This was the result of an audit and subsequent rewrite of the entire UDO that took place over a few years and was a combined effort between consultants hired by the City (Teska and Ancel & Glink), City Staff, the UDO Steering Committee, CDC and City Council.

The purpose of the UDO rewrite was to make it more user friendly while promoting high-quality development that is governed by clear and concise regulations. Certain regulations from the prior UDO have been kept, however, other elements were modified.

As it often happens with the re-write of an entire chapter of a Municipal Code, a few items have been discovered after adoption of the text that need to be clarified or corrected. Staff will bring forward other proposed UDO amendments in the coming months. The amendments proposed at this time are outlined below and requested as text amendments in this petition.

**ANALYSIS:**

**Sec.17.103 Rules and Definitions and Table 4-5**

A text amendment is proposed clarifying the definition of “Community Residence” to eliminate reference to state licensure which is in conflict with the regulations outlined in Sec. 17. 309, as well as updating references to Community Residence in Table 4-5: Permitted Use Table to clarify that there are 2 different types of Community Residences. Currently the Table indicates that “Community Residences” are permitted in the various residential districts. The proposed text amendment would change the use chart to include two separate categories: “Community Residence, Licensed” and “Community Residence, Unlicensed”. The “Community Residence, Licensed” should be marked permitted and the “Community Residence, Unlicensed” should be marked Special Use.

*COMMUNITY RESIDENCE: A ~~state-licensed~~ single dwelling unit occupied on a relatively permanent basis in a communal living environment by unrelated persons with disabilities, ~~plus~~ which may include paid professional support staff provided by a sponsoring agency, either living with the residents on a continuous basis or present whenever residents with disabilities are present. Community residences that are licensed by the State of Illinois and unlicensed community residences are subject to the use regulations set forth in the Permitted Use Table.*

4-5: PERMITTED USE TABLE

<b>LAND USE TABLE</b>	<b>R-1</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>	<b>R-G</b>	<b>C-1</b>	<b>C-2</b>	<b>C-2a</b>	<b>C-3</b>	<b>TCB</b>	<b>I-1</b>	<b>TCC</b>	<b>TIO</b>
<u>Community Residence, State Licensed</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>									
<u>Community Residence, Unlicensed</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>									

### **Sec.17.3010 Fences**

A typographical error was discovered in the fence regulations related to fence height permitted in the front yards. While a summary table indicated that the maximum permitted fence height in the front yard shall be three feet (3'), the body of the text listed four feet (4') which was incorrect. The proposed text amendment below clarifies the discrepancy.

#### *A. Fence Requirements:*

11. *No fences are allowed in Front Yards or Corner Side Yards except for Decorative Fences no greater than ~~four~~ three feet (3') in height.*

#### *B. Permitted Fences.*

1. *Categories: For the purpose of this Section, there shall be two (2) categories of permitted fences in Wood Dale: Decorative (Open) and Privacy (Solid). Said fences shall be constructed as directed by the standards of this Section, the Fence Placement Diagram (Figure 3-3) and the Fence Height Table (Table 3-2)*
2. *Requirements for All Fences:*
  - a. *All fences shall be located at or behind a line extending from the front building line of the principal structure (see Figure 3-3: Fence Placement Diagram), unless otherwise specified in this Chapter.*
  - b. *Decorative Fences up to ~~four~~ three feet (43') in height above the ground level shall be allowed in any yard of any zoning district.*

### **Sec.17.1004 Design District: Commercial Districts**

The design standards for commercial districts include specific guidelines for building design, including elevation materials. Sec. 17.1004.D.6 states that durable primary materials such as stone, steel, masonry, and textured concrete shall be used on all visible facades. Staff is proposing a text amendment clarifying the percentage of required materials. In keeping with the old code that governed exterior materials prior to adoption of the current UDO, openings for windows and doors shall be excluded.

The proposed language more closely matches that in the Municipal Code that previously governed the percentage of building materials.

*Sec. 17.1004.D.6. Use durable primary materials such as stone, steel, masonry, and textured concrete on visible facades. Durable primary materials shall constitute at least 50% of elevations excluding openings for windows and doors and associated trim.*

### **Scriveners' errors**

The following scrivener's errors have been discovered in the text and are hereby proposed to be amended as follows:

1. Sec. 17.103 Rules and Definitions: remove the duplicate word “Private” from the “SCHOOL, PRIVATE/NON-PROFIT/~~PRIVATE~~” definition.
2. Sec. 17.206.C.1.a: Add “TCB” district as follows: “Any development or redevelopment in the TCO - Thorndale Corridor Overlay District, [TCB – Town Center Business, or I-1 – Industrial/Business Park District](#).”
3. Sec.17.304.B.4.d: Revise to delete the letter “s” as follows: “May occur~~s~~ for a period not to exceed four (4) days and not occur more than three (3) times in a calendar year”
4. Sec. 17.3010.A.14: Revise as follows: “Fencing regulations are specified ~~in this Article~~ for Outdoor Storage [in](#) ~~(Section 17.302.M.3)~~ and/or Trash Enclosures [in](#) ~~(Sec. 17.302.M.2)~~.”
5. Sec.17.401 - Table 4-1: Table of Bulk, Area and Yard Regulations for C-3 should be "Minimum Lot Area of [13,000 sq feet](#) and the Minimum Lot Depth should be [130](#), to match the regulations listed for this District in Sec. 17.403.B.
6. 4-5: PERMITTED USE TABLE for C-3 has Membership Organization as “R”. It should be “[P](#)”.
7. Sec.17.8015.B.1.a. Replace "Village" with "[City](#)".

No public comments were received during the public hearing process. The only item discussed was the clarification of the fence height in the front yard.

Although there is no requirement to adopt findings of fact, the proposed text amendment is consistent with the Comprehensive Plan and is in keeping with the purpose and intent of the UDO.

**DOCUMENTS ATTACHED**

- ✓ PZB Staff Memo and Exhibits – November 10, 2022
- ✓ CDC Staff Memo and Exhibits – CDC-2022-0005 – October 17, 2022
- ✓ CDC Draft Minutes – October 17, 2022
- ✓ Ordinance

**STRATEGIC PLAN ITEM**

- Yes
- No





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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: November 10, 2022  
Subject: UDO Text Amendments (Chapter 17)  
Staff Contact: Staci Springer, Community Development Director  
Department: Community Development Department

**TITLE:** Review and Approval of Amendments to the Unified Development Ordinance (UDO) in Case CDC-2022-0005

### **RECOMMENDATION:**

Staff recommends approval of the proposed amendments to the UDO related to:

- “Community Residence” definition and permitted/special uses,
- fence regulations for front yard fences,
- primary exterior materials, and
- revisions of few scribes’ errors throughout the text.

The Community Development Commission (CDC) conducted a public hearing for the project on October 17, 2022. The CDC voted on the motion to recommend approval of the proposed UDO text amendment by a vote of 5 “yes” to 1 “no” and the motion passed.

### **BACKGROUND:**

In May of 2022, the City Council approved a comprehensive re-write of the Unified Development Ordinance (UDO), along with the rezoning of certain properties. This was the result of an audit and subsequent rewrite of the entire UDO that took place over a few years and was a combined effort between consultants hired by the City (Teska and Ancel & Glink), City Staff, the UDO Steering Committee, CDC and City Council.

The purpose of the UDO rewrite was to make it more user friendly while promoting high-quality development that is governed by clear and concise regulations. Certain regulations from the prior UDO have been kept, however, other elements were modified.

As it often happens with the re-write of an entire chapter of a Municipal Code, a few items have been discovered after adoption of the text that need to be clarified or corrected. Staff will bring forward other proposed UDO amendments in the coming months. The amendments proposed at this time are outlined below and requested as text amendments in this petition.

**ANALYSIS:**

**Sec.17.103 Rules and Definitions and Table 4-5**

A text amendment is proposed clarifying the definition of “Community Residence” to eliminate reference to state licensure which is in conflict with the regulations outlined in Sec. 17. 309, as well as updating references to Community Residence in Table 4-5: Permitted Use Table to clarify that there are 2 different types of Community Residences. Currently the Table indicates that “Community Residences” are permitted in the various residential districts. The proposed text amendment would change the use chart to include two separate categories: “Community Residence, Licensed” and “Community Residence, Unlicensed”. The “Community Residence, Licensed” should be marked permitted and the “Community Residence, Unlicensed” should be marked Special Use.

*COMMUNITY RESIDENCE: A ~~state-licensed~~ single dwelling unit occupied on a relatively permanent basis in a communal living environment by unrelated persons with disabilities, ~~plus~~ which may include paid professional support staff provided by a sponsoring agency, either living with the residents on a continuous basis or present whenever residents with disabilities are present.*

**4-5: PERMITTED USE TABLE**

<b>LAND USE TABLE</b>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>R-4</i>	<i>R-G</i>	<i>C-1</i>	<i>C-2</i>	<i>C-2a</i>	<i>C-3</i>	<i>TCB</i>	<i>I-1</i>	<i>TCC</i>	<i>TIO</i>
<u><i>Community Residence, Licensed</i></u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>									
<u><i>Community Residence, Unlicensed</i></u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>									

**Sec.17.3010 Fences**

A typographical error was discovered in the fence regulations related to fence height permitted in the front yards. While a summary table indicated that the maximum permitted fence height in the front yard shall be three feet (3’), the body of the text listed four feet (4’) which was incorrect. The proposed text amendment below clarifies the discrepancy.

**B. Permitted Fences.**

1. *Categories: For the purpose of this Section, there shall be two (2) categories of permitted fences in Wood Dale: Decorative (Open) and Privacy (Solid). Said fences shall be constructed as directed by the standards of this Section, the Fence Placement Diagram (Figure 3-3) and the Fence Height Table (Table 3-2)*
2. *Requirements for All Fences:*
  - a. *All fences shall be located at or behind a line extending from the front building line of the principal structure (see Figure 3-3: Fence Placement Diagram), unless otherwise specified in this Chapter.*
  - b. *Decorative Fences up to ~~four~~ three feet (43') in height above the ground level shall be allowed in any yard of any zoning district.*

**Sec.17.1004 Design District: Commercial Districts**

The design standards for commercial districts include specific guidelines for building design, including elevation materials. Sec. 17.1004.D.6 states that durable primary materials such as stone, steel, masonry, and textured concrete shall be used on all visible facades. Staff is proposing a text amendment clarifying the percentage of required materials. In keeping with the old code that governed exterior materials prior to adoption of the current UDO, openings for windows and doors shall be excluded.

The proposed language more closely matches that in the Municipal Code that previously governed the percentage of building materials.

*Sec. 17.1004.D.6. Use durable primary materials such as stone, steel, masonry, and textured concrete on visible facades. Durable primary materials shall constitute at least 50% of elevations excluding openings for windows and doors and associated trim.*

**Scriveners' errors**

The following scrivener's errors have been discovered in the text and are hereby proposed to be amended as follows:

1. Sec. 17.103 Rules and Definitions: remove the duplicate word "Private" from the "SCHOOL, PRIVATE/NON-PROFIT/~~PRIVATE~~" definition.
2. Sec. 17.206.C.1.a: Add "TCB" district as follows: "Any development or redevelopment in the TCO - Thorndale Corridor Overlay District or TCB – Town Center Business."
3. Sec.17.304.B.4.d: Revise to delete the letter "s" as follows: "May occurs for a period not to exceed four (4) days and not occur more than three (3) times in a calendar year"

4. Sec. 17.3010.A.14: Revise as follows: “Fencing regulations are specified *in this Article* for Outdoor Storage *in* ~~(Section 17.302.M.3)~~ and/or Trash Enclosures *in* ~~(Sec. 17.302.M.2)~~.”
5. Sec.17.401 - Table 4-1: Table of Bulk, Area and Yard Regulations for C-3 should be "Minimum Lot Area of [13,000 sq feet](#) and the Minimum Lot Depth should be [130](#), to match the regulations listed for this District in Sec. 17.403.B.
6. 4-5: PERMITTED USE TABLE for C-3 has Membership Organization as “R”. It should be “[P](#)”.
7. Sec.17.8015.B.1.a. Replace "Village" with "[City](#)".

No public comments were received during the public hearing process. The only item discussed was the clarification of the fence height in the front yard.

Although there is no requirement to adopt findings of fact, the proposed text amendment is consistent with the Comprehensive Plan and is in keeping with the purpose and intent of the UDO.

#### **DOCUMENTS ATTACHED**

- ✓ CDC Staff Memo and Exhibits – CDC-2022-0005
- ✓ CDC Draft Minutes – October 17, 2022

# CITY OF WOOD DALE

Community Development



## MEMO

DATE: October 17, 2022

TO: Community Development Commission

FROM: Gosia Pociecha, AICP, Senior Planner

SUBJECT: Case No. CDC-2022-0005, Text Amendments to the Unified Development Ordinance

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### **REQUEST**

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The City is proposing Text Amendments to the Unified Development Ordinance (UDO), including amendments related to:

- “Community Residence” definition and permitted/special uses,
- fence regulations for front yard fences,
- primary exterior materials, and
- revisions of few scribes’ errors throughout the text.

### **BACKGROUND**

---

In May of 2022, the City Council approved a comprehensive re-write of the Unified Development Ordinance (UDO) along with the rezoning of certain properties. This was the result of an audit and subsequent rewrite of the entire UDO that took place over few years and was a combined effort between consultants hired by the City (Teska and Ancel & Glink), City Staff, the UDO Steering Committee, CDC and City Council.

The purpose of the UDO rewrite was to make it more user friendly while promoting high-quality development that is governed by clear and concise regulations. Certain regulations from the prior UDO have been kept, however, other elements were modified.

As it often happens with the re-write of an entire chapter of a Municipal Code, a few items have been discovered after adoption of the text that need to be clarified or corrected. Staff will bring forward other proposed UDO amendments in the coming months. The amendments proposed at this time are outlined below and requested as text amendments in this petition.

**ANALYSIS**

**Sec.17.103 Rules and Definitions and Table 4-5**

A text amendment is proposed clarifying the definition of “Community Residence” to eliminate reference to state licensure which is in conflict with the regulations outlined in Sec. 17. 309, as well as updating references to Community Residence in Table 4-5: Permitted Use Table to clarify that there are 2 different types of Community Residences. Currently the Table indicates that “Community Residences” are permitted in the various residential districts. The proposed text amendment would change the use chart to include two separate categories: “Community Residence, Licensed” and “Community Residence, Unlicensed”. The “Community Residence, Licensed” should be marked permitted and the “Community Residence, Unlicensed” should be marked Special Use.

*COMMUNITY RESIDENCE: A ~~state-licensed~~ single dwelling unit occupied on a relatively permanent basis in a communal living environment by unrelated persons with disabilities, ~~plus~~ which may include paid professional support staff provided by a sponsoring agency, either living with the residents on a continuous basis or present whenever residents with disabilities are present.*

**4-5: PERMITTED USE TABLE**

<b>LAND USE TABLE</b>	<b>R-1</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>	<b>R-G</b>	<b>C-1</b>	<b>C-2</b>	<b>C-2a</b>	<b>C-3</b>	<b>TCB</b>	<b>I-1</b>	<b>TCC</b>	<b>TIO</b>
<i>Community Residence, Licensed</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>									
<i>Community Residence, Unlicensed</i>	<i>S</i>	<i>S</i>	<i>S</i>	<i>S</i>									

**Sec.17.3010 Fences**

A typographical error was discovered in the fence regulations related to fence height permitted in the front yards. While a summary table indicated that the maximum permitted fence height in the front yard shall be three feet (3’), the body of the text listed four feet (4’) which was incorrect. The proposed text amendment below clarifies the discrepancy.

**B. Permitted Fences.**

1. *Categories: For the purpose of this Section, there shall be two (2) categories of permitted fences in Wood Dale: Decorative (Open) and Privacy (Solid). Said fences shall be constructed as directed by the standards of this Section, the Fence Placement Diagram (Figure 3-3) and the Fence Height Table (Table 3-2)*
2. *Requirements for All Fences:*
  - a. *All fences shall be located at or behind a line extending from the front building line of the principal structure (see Figure 3-3: Fence Placement Diagram), unless otherwise specified in this Chapter.*
  - b. *Decorative Fences up to ~~four~~ three feet (43’) in height above the ground level shall be allowed in any yard of any zoning district.*

### Sec.17.1004 Design District: Commercial Districts

The design standards for commercial districts include specific guidelines for building design, including elevation materials. Sec. 17.1004.D.6 states that durable primary materials such as stone, steel, masonry, and textured concrete shall be used on all visible facades. Staff is proposing a text amendment clarifying the percentage of required materials. In keeping with the old code that governed exterior materials prior to adoption of the current UDO, openings for windows and doors shall be excluded. The proposed language more closely matches that in the Municipal Code that previously governed the percentage of building materials.

*Sec. 17.1004.D.6. Use durable primary materials such as stone, steel, masonry, and textured concrete on visible facades. Durable primary materials shall constitute at least 50% of elevations excluding openings for windows and doors and associated trim.*

### Scriveners' errors

The following scrivener's errors have been discovered in the text and are hereby proposed to be amended as follows:

1. Sec. 17.103 Rules and Definitions: remove the duplicate word "Private" from the "SCHOOL, PRIVATE/NON-PROFIT/~~PRIVATE~~" definition.
2. Sec. 17.206.C.1.a: Add "TCB" district as follows: "Any development or redevelopment in the TCO - Thorndale Corridor Overlay District or TCB."
3. Sec.17.304.B.4.d: Revise to delete the letter "s" as follows: "May ~~occur~~s for a period not to exceed four (4) days and not occur more than three (3) times in a calendar year"
4. Sec. 17.3010.A.14: Revise as follows: "Fencing regulations are specified ~~in this Article~~ for Outdoor Storage ~~in~~ (Section 17.302.M.3) and/or Trash Enclosures ~~in~~ (Sec. 17.302.M.2).
5. Sec.17.401 - Table 4-1: Table of Bulk, Area and Yard Regulations for C-3 should be "Minimum Lot Area of 13,000 sq feet and the Minimum Lot Depth should be 130, to match the regulations listed for this District in Sec. 17.403.B.
6. 4-5: PERMITTED USE TABLE for C-3 has Membership Organization as "R". It should be "P".
7. Sec.17.8015.B.1.a. Replace "Village" with "City".

### Comprehensive Plan

The proposed text amendments will help the City work towards the goals listed in the Comprehensive Plan such as to "build community capacity," "embrace small-town charm" and "keep Wood Dale diverse." The objectives include supporting improvements to existing housing stock, enhancing curb appeal and managing the development to create a balanced mix of land uses. The proposed regulations are intended to clarify the definitions and uses and aid the City in enforcement of the regulations.

### **Unified Development Ordinance**

The proposed text amendments are in keeping with the purpose and intent of the UDO to implement the goals, objectives and policies of the Comprehensive Plan and to promote the public health, safety, morals, comfort and general welfare of the people. The purpose of the requested text amendments is to clarify definitions and uses so that they match the intent of the text and to correct scrivener's errors.

### **Neighborhood Comment**

Notice was provided in accordance with Section 17.202.E of the UDO. A public hearing notice published in Daily Herald on September 30, 2022. Staff has not received any public comments related to this petition as of writing of this memo.

### **Findings of Fact**

Although there is no requirement to adopt findings of fact, the proposed text amendment is consistent with the Comprehensive Plan and is in keeping with the purpose and intent of the UDO.

## **RECOMMENDATION**

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The Community Development Department finds that the request for the text amendments to the Unified Development Ordinance (UDO), Chapter 17 of the Municipal Cod meets the requirements in the Unified Development Ordinance and is consistent with the City's Comprehensive Plan. Based on the above considerations, staff recommends that the Community Development Commission make the following motion recommending approval of this petition:

Based on the submitted petition and the testimony presented, the proposed text amendments to the Unified Development Ordinance (UDO), Chapter 17 of the Municipal Code are consistent with the Comprehensive Plan and are in keeping with the purpose and intent of the UDO; and, therefore, I move that the Community Development Commission adopt the findings of fact included within the staff memo dated October 17, 2022 as the findings of the Community Development Commission, and recommend to the City Council approval of the text amendments to the Unified Development Ordinance (UDO), Chapter 17 including amendments to Sec. 17.103 Rules and Definitions and Table 4-5: Permitted Use Table related to "Community Residence", Sec. 17.3010 related to fence regulations for front yard fences, Sec. 17.1004.D clarifying the primary exterior materials, and revisions of few scrivener's errors throughout the text in Case No. CDC-2022-0005.

***(Yes vote would be to approve; No vote would be to deny)***



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## COMMUNITY DEVELOPMENT COMMISSION MINUTES

Committee Date: October 17, 2022

Present: Jamie Ochoa, Teresa Szatko, David Woods, Jay Babowice, Richard Petersen, April Jaeger-Rudnicki

Absent: None

Also Present: Gosia Pociecha, Staci Springer, Attorney Sean Conway, Brad Friedman, Sean McGovern, Stephen Corcoran, Daniel Wilson, Peter Farquhar, Craig Pryde, Demetrios Stavrianos, Matthew Ellmann

Meeting Convened at: 7:00 p.m.

### **CALL TO ORDER**

Chairman Ochoa called the meeting to order at 7:00 P.M. A roll call vote was taken and a quorum was present. Ms. Springer was welcomed as the City's Community Development Director.

### **APPROVAL OF THE MINUTES:**

Mr. Babowice made a motion, seconded by Ms. Szatko, to approve the minutes of the May 16, 2022 meeting as presented. Motion carried.

### **PUBLIC HEARINGS**

#### **CASE NO. CDC-2022-0005**

As described by Ms. Pociecha, the City of Wood Dale is proposing amendments to Chapter 17 of the Municipal Code, the Unified Development Ordinance (UDO) including amendments to Section 17.103 Rules and Definitions and Table 4-5: Permitted Use Table related to "Community Residence", Sec. 17.3010 related to fence regulations for front yard fences, Sec. 17.10004.D clarifying the primary exterior materials, and revisions of a few scriveners' errors throughout the text.

#### **Discussion**

Ms. Pociecha explained that in May of 2022 a comprehensive re-write of the UDO was approved and formally adopted; however examination of the language of the document revealed that some of the text needed to be clarified or corrected. Those Sections are described and referred to in the Staff Memo under Case No. CDC-2022-0005. There was a brief discussion on the fence height amendment.

Ms. Pociecha noted that it is likely that additional text amendments will again be presented for consideration by the Community Development Commission in the future.

**Note:** Mr. Woods then made a motion, seconded by Ms. Szatko, to close the Public Hearing at 7:15 P.M. Motion carried.

### **Recommendation**

Chairman Ochoa made a motion that based on the submitted petition and the testimony presented, the proposed text amendments to the Unified Development Ordinance (UDO), Chapter 17 of the Municipal Code are consistent with the Comprehensive Plan and are in keeping with the purpose and intent of the UDO; and therefore, I move that the Community Development Commission adopt the findings of fact included within the staff memo dated October 17, 2022 as the findings of the Community Development Commission, and recommend to the City Council approval of the text amendments to Section 17.103 Rules and Definitions and Table 4-5 Permitted Use Table related to “Community Residence”, Sec. 17.3010 related to fence regulations for front yard fences, Sec. 17.1004.D clarifying the primary exterior materials, and revisions of few scrivener’s errors throughout the text in Case No. CDC-2022-0005. The motion was seconded by Ms. Szatko; a roll call vote was taken with the following results:

Ayes: Ochoa, Petersen, Babowicz, Rudnicki

Nays: Woods

Motion carried.

### **CASE NO. CDC-2022-0006**

An application has been submitted requesting a Special Use for a Multiple-Unit Dwelling building, a Planned Unit Development (Combined Concept & Final Development Plan), and Site Plan Review to construct a multi-unit rental building on property previously occupied by SBT Bank, pursuant to Sections 17.205 and 17.206 of the Municipal Code of the City of Wood Dale and applicable zoning regulations, The subject property is located at 372 N. Wood Dale Rd. and is owned by the City of Wood Dale. The Lynmark Group is the applicant.

### **Discussion**

Mr. Brad Friedman representing the applicant, The Lynmark Group, was in attendance along with members of the team associated with this project. He described in detail the design and amenities of the proposed five-story, 176 unit luxury apartment building.

Ms. Pociеча explained that the property is approximately 4.58 acres in size, is zoned TCB Town Center Business and consists of two lots which will be consolidated into one. She noted that in 2020 a different developer submitted an application for a Special Use for a PUD for construction of four separate apartment buildings on the property; however, that project did not proceed.

While in agreement with the plan to develop a rental building such as is being proposed, Commissioners raised concerns regarding the potential for increased traffic generated by this project and pointed to traffic flow issues which exist currently at that location. In addition, safety to pedestrians using the Park District's pool during summer could be impacted by traffic in the area. Regarding the developer's landscaping plan for the site and, in particular, their plans for removal and replacement of trees and the City's regulations governing same, concerns regarding petitioner's proposal to plant twenty trees at any location anywhere in the City in order to meet the replacement requirements were discussed. Mr. Babowicz stated his opposition to that number and recommended that the number be increased to thirty-five.

Engineering plans, Stormwater Management plans and Fire District reviews have been approved with final recommendations anticipated as the project reaches the permitting process. In error, the Public Hearing was concluded via motion at 8:15 P.M. It did not allow Mr. Matthew Ellman, Executive Director of the Wood Dale Park District, to offer his comments and was, therefore re-opened via motion. Mr. Ellman was in attendance to voice his concern to not being included in discussions with the City and the petitioner when the proposal was initially brought to the City for consideration. He raised similar concerns regarding the safety issues discussed by Commissioners as well as the impact on Park District facilities since the amenities offered at the building are in conflict with those available to Park District patrons. He also pointed to the fact that the Park District would not benefit from the TIF District as designed. The Public Hearing was concluded via motion at 8:30 P.M.

### **Recommendation**

In conclusion, Chairman Ochoa made a motion, seconded by Mr. Peterson, that based on the submitted petition and the testimony presented, the proposed Three Seventy Two project meets the standards of approval and is consistent with the UDO and Comprehensive Plan, and, therefore, I move that the Community Development Commission adopt the findings of fact included within the staff memo dated October 17, 2022 as the findings of the Community Development Commission, and recommend to the City Council approval of the Special Use for Multiple-Unit Dwelling Units, Planned Unit Development (PUD) - Concept & Final Development Plan, and Site Plan Review for Three Seventy Two project at 372 N. Wood Dale Road in Case No. CDC-2022-0006 subject to the following conditions:

1. The Special Use, Planned Unit Development and Site Plan Review shall substantially conform to the staff memo dated October 17, 2022 and the attached exhibits, except as such plans may be modified to meet City code requirements. Where deviations to the code have not been requested as part of this approval, the existing codes must be met, as applicable, at the time of permit application.
2. Final engineering approval.

3. If the rooftop units are visible from the streets, the developer will be required to provide screening.
4. At the discretion of the City, the developer will provide up to twenty off-site trees on publicly owned property,
5. Developer has the ongoing obligation to maintain the landscaping on site in accordance with the approved landscape plan.

A roll call vote was taken with the following results:

Ayes: Ochoa

Nays: Petersen, Woods, Rudnicki, Babowicz, Szatko

Motion failed.

### **STAFF LIAISON REPORT**

Ms. Pociecha advised Commissioners that there will be matters brought before the CDC in November. Also, a training session for CDC members is being planned for some time in 2023. More information will be available as it develops.

### **ADJOURNMENT**

The meeting was adjourned at 8:30 P.M.

*Minutes taken by Marilyn Chiappetta*

**ORDINANCE NO. O-22-030**

**AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE CITY'S UNIFIED DEVELOPMENT ORDINANCE (UDO) FOR CODE CONSISTENCY CONCERNING FENCE, COMMUNITY RESIDENCE AND EXTERIOR MATERIAL REGULATIONS AND TO ADDRESS VARIOUS SCRIVENER'S ERRORS IN CHAPTER 17 OF THE CITY CODE**

**WHEREAS**, the City of Wood Dale (the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the City is authorized and empowered, under the Illinois Municipal Code and the Code of Ordinances of the City of Wood Dale ("City Code"), to regulate land use located within the municipal boundaries of the City; and

**WHEREAS**, in furtherance of this authorization, the City has adopted a the Unified Development Ordinance, codified in Chapter 17 of the City Code (the "UDO"), which sets forth provisions regarding land use and development in the City; and

**WHEREAS**, the City recently approved a comprehensive update and rewrite of the UDO in accord with the City's 2018 Comprehensive Plan, previously approved by the City Council; and

**WHEREAS**, in implementing the City's comprehensive update and rewrite of the UDO, the City has encountered certain regulations in need of clarification for the purpose of code consistency as well as certain scrivener's errors in need of correction, upon the recommendation of City Staff; and

**WHEREAS**, based on the recommendation of City Staff, said recommended clarification changes and corrections proceeded to a public hearing before the City's Community Development Commission, upon publication of a legal notice, in accordance with law, on October 17, 2022 under Case No. CDC-2022-0005; and

**WHEREAS**, at the conclusion of Case No. CDC-2022-0005, the CDC recommended approval of the proposed UDO clarification changes and corrections finding that the proposed UDO clarification changes and corrections were consistent with the City's 2018 Comprehensive Plan; the intent of the UDO; and in the best interests of the welfare of the citizens of the City; and

**WHEREAS**, the matter proceeded to consideration before the City's Planning, Zoning and Building Committee ("PZB Committee") on November 10, 2022 and the PZB Committee voted to recommend approval of the proposed UDO clarification changes and corrections with minor modifications, which proposed UDO clarification changes and corrections, with minor modifications, are attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the City Council of the City of Wood Dale has reviewed the matter and based on the submitted petition and the testimony presented, the City Council hereby finds that the proposed UDO clarification changes and corrections, with minor modifications, as presented in Exhibit A, are consistent with the Comprehensive Plan; are in keeping with the purpose and intent of the UDO; are in promotion of the health, comfort, safety, and general welfare of the City's community; and the City Council further adopts the findings of fact included within the Staff memo dated October 17, 2022 as additional findings of the City Council as they relate and apply to Exhibit A.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS**, as follows:

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** That the proposed UDO clarification changes and corrections with minor modifications, as fully set forth in Exhibit A, are hereby adopted.

**SECTION THREE:** That all ordinances or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

**SECTION FOUR:** That the City Clerk of the City of Wood Dale is hereby directed to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of Illinois.

**SECTION FIVE:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION SIX:** That if any provision or clause of this Ordinance or Exhibit A or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance or Exhibit A, which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance or Exhibit A are severable.

PASSED this 17<sup>th</sup> day of November, 2022

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 17<sup>th</sup> day of November, 2022

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Lynn Curiale, City Clerk

Published in pamphlet form \_\_\_\_\_, 2022

**EXHIBIT A**



Exhibit A

Sec.17.103 Rules and Definitions

COMMUNITY RESIDENCE: A ~~state-licensed~~ single dwelling unit occupied on a relatively permanent basis in a communal living environment by unrelated persons with disabilities, ~~plus~~ which may include paid professional support staff provided by a sponsoring agency, either living with the residents on a continuous basis or present whenever residents with disabilities are present. Community residences that are licensed by the State of Illinois and unlicensed community residences are subject to the use regulations set forth in the Permitted Use Table.

Table 4-5: PERMITTED USE TABLE

LAND USE TABLE	R-1	R-2	R-3	R-4	R-G	C-1	C-2	C-2a	C-3	TCB	I-1	TCC	TIO
<u>Community Residence, State Licensed</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>									
<u>Community Residence, Unlicensed</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>									

Sec.17.3010 Fences

A. Fence Requirements:

11. No fences are allowed in Front Yards or Corner Side Yards except for Decorative Fences no greater than ~~four~~ three feet (3') in height.

B. Permitted Fences.

1. Categories: For the purpose of this Section, there shall be two (2) categories of permitted fences in Wood Dale: Decorative (Open) and Privacy (Solid). Said fences shall be constructed as directed by the standards of this Section, the Fence Placement Diagram (Figure 3-3) and the Fence Height Table (Table 3-2)
2. Requirements for All Fences:
  - a. All fences shall be located at or behind a line extending from the front building line of the principal structure (see Figure 3-3: Fence Placement Diagram), unless otherwise specified in this Chapter.
  - b. Decorative Fences up to ~~four~~ three feet (43') in height above the ground level shall be allowed in any yard of any zoning district.

Sec. 17.1004.D.6. Use durable primary materials such as stone, steel, masonry, and textured concrete on visible facades. Durable primary materials shall constitute at least 50% of elevations excluding openings for windows and doors and associated trim.

*Scriveners' errors to be corrected:*

1. Sec. 17.103 Rules and Definitions: remove the duplicate word "Private" from the "SCHOOL, PRIVATE/NON-PROFIT/~~PRIVATE~~" definition.
2. Sec. 17.206.C.1.a: Add "TCB" district as follows: "Any development or redevelopment in the TCO - Thorndale Corridor Overlay District, TCB – Town Center Business, or I-1, Industrial/Business Park District."
3. Sec.17.304.B.4.d: Revise to delete the letter "s" as follows: "May occur~~s~~ for a period not to exceed four (4) days and not occur more than three (3) times in a calendar year"
4. Sec. 17.3010.A.14: Revise as follows: "Fencing regulations are specified ~~in this Article~~ for Outdoor Storage in ~~(Section 17.302.M.3)~~ and/or Trash Enclosures in ~~(Sec. 17.302.M.2)~~.
5. Sec.17.401 - Table 4-1: Table of Bulk, Area and Yard Regulations for C-3 should be "Minimum Lot Area of 13,000 sq feet and the Minimum Lot Depth should be 130, to match the regulations listed for this District in Sec. 17.403.B.
6. 4-5: PERMITTED USE TABLE for C-3 has Membership Organization as "R". It should be "P".
7. Sec.17.8015.B.1.a. Replace "Village" with "City".



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council:  
Subject:  
Staff Contact:  
Department:

November 17, 2022  
IGA for DEDIRS Radio Replacement  
Chris Zito, Chief of Police  
Police

**TITLE:** A Resolution Approving an Intergovernmental Agreement for DuPage Emergency Dispatch Interoperable Radio System (DEDIRS) equipment between the Emergency Telephone System Board (ETSB) and the City of Wood Dale, in an amount not to exceed \$42,768.44

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

There are no follow-up items from Committee meeting.

Committee Vote – 6-0

### **DOCUMENTS ATTACHED**

- ✓ Resolution
- ✓ Intergovernmental Agreement
- ✓ Attachment A - Wood Dale PD Inventory List Pricing

### **STRATEGIC PLAN ITEM**

- Yes  
 No

**RESOLUTION NO. R-22-63**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR DUPAGE EMERGENCY DISPATCH INTEROPERABLE RADIO SYSTEM (DEDIRS) EQUIPMENT BETWEEN THE EMERGENCY TELEPHONE SYSTEM BOARD (ETSB) AND THE CITY OF WOOD DALE, IN AN AMOUNT NOT TO EXCEED \$42,768.44.**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks the DuPage County Emergency Telephone System Board (ETSB) for the DuPage Emergency Dispatch Interoperable Radio System (DEDIRS) equipment replacement; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of DuPage County Emergency Telephone System Board (ETSB), the Mayor and the City Council find DuPage County Emergency Telephone System Board (ETSB) is the most qualified to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

**PASSED this 17th day of November, 2022.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED this 17th day of November, 2022.**

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Lynn Curiale, City Clerk

**INTERGOVERNMENTAL AGREEMENT  
INTEROPERABLE EMERGENCY DISPATCH RADIO SYSTEM**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between the County of DuPage (County), on its own behalf, and on behalf of its Emergency Telephone System Board (ETSB), and \_\_\_\_\_ (Member), a municipal corporation or a cooperative government entity or a fire protection district and a DuPage ETSB member.

**RECITALS**

WHEREAS the ETSB and Member are part of a collaboration to enhance their ability to effectively respond to emergency calls to 9-1-1 through interoperable public safety communications capabilities available throughout the service area of the ETS; and

WHEREAS the Constitution and laws of the State of Illinois permit units of local government to enter into intergovernmental agreements in such a manner as is not restricted by law or ordinance.

WHEREAS, Illinois law specifically empowers local emergency telephone system boards, including the ETSB, to plan, implement, upgrade, and maintain the ETS and provide emergency telephone assistance through wireless communications; and

WHEREAS the ETSB is further charged with the responsibility of providing wireless 9-1-1 emergency services and has designated its two answering points to serve as wireless 9-1-1 public safety answering points for its jurisdiction.

WHEREAS the ETSB considers an interoperable radio network infrastructure and related emergency dispatch equipment to be an essential component of the ETS as well as integral to producing an effective response by the appropriate first responding agency as a result of an emergency call to 9-1-1, including in situations where the call was initiated by wireless device; and

WHEREAS the ETSB and various units of local government previously collaborated to develop DIRS, an interoperable emergency dispatch system, to facilitate responses to emergency calls to 9-1-1.

WHEREAS the ETSB intends to continue to participate in STARCOM21 for use by first responding sworn personnel within DuPage County as part of the ETS; and

WHEREAS the ETSB wishes to establish the terms and conditions under which replacement radios for the emergency dispatch radio system will be made available to first responding agencies to replace end of life, end of support equipment; and

WHEREAS Member desires the use of an interoperable emergency dispatch radio system for its emergency personnel to effectively respond to emergency calls to 9-1-1, including in situations where the call was initiated by wireless device; and

WHEREAS, the State of Illinois has leased STARCOM21 for use for public safety purposes and has made access to STARCOM21 contractually available to local public safety agencies; and

WHEREAS the ETSB and Member believe that the goal of enhancing their ability to effectively respond to emergency calls to 9-1-1, however initiated, through interoperable public safety communications capabilities for the members of the ETS will be realized by replacing

1. certain radios ("subscriber units") necessary to receive emergency dispatch communications utilizing STARCOM21 for the use of the Member's qualifying personnel on the terms more fully described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the County on its own behalf, and on behalf of its ETSB, and Member hereto hereby agree as follows:

Part 1 – Incorporation of Recitals and Definitions

Section 1.1 – Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

Section 1.2 – Definitions. As used in this agreement, unless the context clearly requires otherwise, the following terms shall have the following meanings:

- (a) "County" means the County of DuPage, Illinois.
- (b) "DuPage Emergency Dispatch Interoperable Radio System (DEDIR System)" means the interoperable emergency dispatch radio system consisting of network and equipment utilizing the STARCOM21 system in DuPage County as integrated as part of its 9-1-1 emergency telephone system.
- (c) "Emergency telephone system" or "ETS" means the communications equipment required to produce a response by the appropriate emergency public safety agency as a result of an emergency call, however initiated, placed to 9-1-1.
- (d) "ETSB" or "ETS Board" means the Emergency Telephone System Board of DuPage County, an agency of DuPage County, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4, which provides for the management and operation of a 9-1-1 system within the scope of the duties and powers prescribed by the Emergency Telephone System Act and the Wireless Emergency Telephone Safety Act.
- (e) "Member" means any agency that is a member of the ETSB by referendum or intergovernmental agreement and identifies the specific member that is executing this Agreement.
- (f) "Motorola" means Motorola, Inc., a business corporation organized under the laws of the State of Delaware.
- (g) "STARCOM21" means a 700/800 MHz, Association of Public-Safety Communications Officials (APCO) Project 25 interoperable, digital, trunked statewide voice radio communications network owned and developed by Motorola.

- (h) "Subscriber Units" is a Motorola industry term to describe any portable or mobile radio unit accessing STARCOM21. Subscriber Unit under this Agreement refers to any mobile or portable radio of the DEDIR System that will utilize STARCOM21. The term Subscriber Unit and radio may be used interchangeably throughout this Agreement.
- (i) "Surcharge funds" means funds collected pursuant to the surcharge authorized by 50 ILCS 750/15.3 *et. seq.* and grants from the Wireless Service Emergency Fund pursuant to the wireless carrier surcharge authorized by 50 ILCS 750/30 *et seq.* (previously 50 ILCS 751/17 *et. seq.*.)

#### Part 2 – Allocation of Equipment, Grant of Rights

Section 2.1 – Generally. Pursuant to this agreement, the ETSB shall make available to Member such equipment as set forth in Section 2.2 which is and shall at all times be considered the property of the ETSB unless otherwise specified in this Agreement.

Section 2.2 – ETSB Allocated Equipment. The ETSB, through the use of allowable surcharge funds, shall provide to Member the subscriber units, to replace end of life, end of support subscriber units. The Subscriber Units will be for use with the DEDIR System as set forth in Attachment A. Attachment A is made a part of this agreement and incorporated herein. The parties agree that Attachment A was developed by the ETSB in consultation with Member and reflects the appropriate allocation of equipment to the Member. The equipment listed on Attachment A shall be purchased by the ETSB and become the sole property of the County.

Section 2.2a – Additional Equipment. Member elects, with the approval of the ETSB, to purchase additional options or equipment for use with the DuPage STARCOM21 System. The cost of these options or equipment are set forth in Attachment A in the column labeled "Agency Obligations" Member agrees that it is responsible for the cost of the additional options or equipment including its purchase, maintenance, and operation. The County and Member agree that the Member Equipment included under purchasing contract PO921054 with Motorola includes maintenance under the Motorola Service Manager for a three (3) year period. The Member further agrees that any options which are integrated as part of the subscriber units does not create an ownership interest in the equipment and that said subscriber units remain the sole property of the County unless Member elects to pay the entire cost of such equipment.

Section 2.2b – Allowable Costs and Upgrades. The ETS Board has determined that it will provide for radios using 9-1-1 surcharge so long as radios qualify under FCC and state guidelines and laws. The ETS Board has determined that if radios for non-sworn personnel or other prohibited uses become an allowable cost, the ETSB will support the contract price of an APX4000 radio or contribute like amount to a radio purchase if the Member wishes to have an APXNext radio. The Member agrees that any costs above the contract value of the APX4000 will be the responsibility of the Member. If, within the four-year payment window provided for Members to reimburse ETSB, the FCC or state guidelines and laws change regarding allowable costs, the Parties agree that ETSB will assume the remaining cost and airtime.

Section 2.3 – Access to the DEDIR System. The County through its ETSB grants to the Member, upon the terms and conditions set forth by this Agreement, permission to use the equipment allocated pursuant to Section 2.2 and Section 2.2a and listed on Attachment A for the primary purpose of facilitating its emergency response to calls to 9-1-1.



Section 2.4 – Assignment Prohibited. Member shall have no right to transfer, assign, sublease, modify or confer any rights or benefits with respect to the use of the DEDIR system, including allocated equipment, to any third party without the written permission of the ETSB.

Section 2.5 – Use of the DEDIR System Equipment. All equipment purchased by the ETSB and allocated to Member as described in Attachment A shall be used for the purposes permitted by law and by personnel associated with emergency response including Telecommunicators and first responding emergency personnel. Member may also use said equipment for any other purpose related to its official duties in accordance with all applicable Federal, State and local laws and ordinances provided that such use does not represent any additional cost to the ETSB.

Section 2.6 – Limitations on Use. The parties recognize that surcharge authorized by law is collected by or distributed to the ETSB to fund expenditures permitted by statute. The parties further acknowledge and agree that the public funds used to acquire said equipment were authorized to enhance the ability of the ETSB and the first responding sworn personnel of Member to effectively respond to emergency calls to 9-1-1, including those calls initiated by a wireless device. Member shall ensure that said equipment will continue to be utilized for that purpose. If at any time during the course of this Agreement, the ETSB determines that deployed equipment is not being used in accordance with the objectives of this Agreement, or by appropriately authorized personnel, or in the event Member fails to comply with the terms of the Agreement, the ETSB may request the return of less than all of the equipment made available to Member pursuant to this Agreement and Member shall promptly comply with the ETSB's request.

### Part 3 – Control and Operation of Radio Systems

Section 3.1 – DEDIR System. The parties agree that the management and control of the DEDIR System is and shall remain under full control and supervision of the ETSB. The parties agree that the ETSB is and shall be the sole point of contact and authority with regard to the Motorola STARCOM21 sites utilized to achieve 12db coverage. The ETSB is and shall be the sole point of contact and authority for any new, added equipment that may in the future be made a part of The STARCOM21 System and other networks or property.

Section 3.2 – Radio Frequencies. The ETSB shall provide Member with the appropriate licensed frequencies as allocated to the ETSB through the in the Regional Planning Commission (RPC) Region 54 Application and talk groups upon which the DEDIR System will operate. The ETSB shall make available such updated or alternative frequencies as may be allocated.

Section 3.3 – Programming of Equipment. ESTB shall have sole programming authority for subscriber units, pursuant to maintenance and warranty agreements entered into by the ETSB for the DEDIR System during the term of this Agreement and as allowable under law.

Section 3.4 – Access Limitations. The parties agree that Member shall not add additional subscriber units to the DEDIR System beyond the number of subscriber units allocated as part of this Agreement without first obtaining the approval of the ETSB pursuant to ETSB policy. The ETSB may limit access to the DEDIR System to the number of subscriber units allocated to Member as part of this agreement if it determines that additional subscriber units would adversely impact the system's performance, channel capacity, and the contractually determined grade of service.

#### Part 4 – Responsibilities of the ETSB

Section 4.1 – Delivery and Installation of DEDIR Equipment. Pursuant to a mutually agreed upon schedule, and consistent with the timeline for the deployment of the DEDIR System, the ETSB and its contractors shall deliver the equipment described in Section 2.2 and Section 2.2a and the ETSB shall not be responsible for the installation of any mobile radio equipment. Should Member subsequently desire the participation of the ESTB in the purchase, delivery or installation of additional equipment not set forth in Section 2.2, 2.2a or Attachment A, such participation is not governed or contemplated by this Agreement.

Section 4.2 – Training. The ETSB shall provide training on an ongoing basis on the use and operation of DEDIR portable and mobile radio equipment for the Member’s personnel responsible for the operation of such equipment as deemed necessary by the ETSB pursuant to policy and training developed and recommended by the ETSB Policy Advisory Committee (PAC).

Section 4.3 – Performance. The ETSB shall make available to Member such system coverage and performance as provided in the original 2010 purchase agreement between Motorola and the ETSB. Improvements, modifications or changes made to improve system coverage and performance may only be done with the approval of the ETSB and other necessary parties at the expense of the Member. The ETSB retains the authority to increase channel capacity at the request of Member which may, at the ETSB’s option, may be at the Member’s expense.

Section 4.4 – Payment of Cost of Purchase. The ETSB shall be responsible for those costs associated with purchase of the equipment listed in Attachment A including maintenance of ETSB provided equipment that are allowable uses of 9-1-1 surcharge.

Section 4.5 – Payment of Maintenance Costs.

(a) The ETSB shall be responsible for the maintenance costs for the DEDIR System expenses that are directly billed to the ETSB by the providers of such maintenance services through December 31, 2028.

Not less than six (6) months prior to December 31, 2028, the ETSB will review its ability to continue to pay the cost of maintenance for subscriber units. If it determines that it cannot continue to fund the cost of maintenance for subscriber units, consoles and control stations, the County may, in its discretion, transfer those assets to Member in accordance with the provisions of Section 6.6.

Section 4.6 – Duty to Contract with Motorola for Use of STARCOM21 Radio System Network. The ETSB shall enter into a user agreement with Motorola on behalf of Member through December 31, 2028, to permit the use of the equipment described in Attachment A to operate on the STARCOM21 System or “airtime”. Not less than six (6) months prior to December 31, 2028, the ETSB will review its ability to continue to pay the cost of airtime for subscriber units. If available 9-1-1 surcharge funding is restricted or funding is not available to continue to support airtime, ETSB agrees to notify the Member as soon as it is aware of a change in financial status but not less than six months prior to the termination of the existing airtime contract.

Section 4.6 (a) – Future Airtime renewal. The price for future airtime contract renewals shall be determined pursuant to contract negotiations between Motorola and the State of Illinois. This Agreement acknowledges that Motorola and the State of Illinois are currently in contract negotiations and firm costs are not available beyond June 30, 2022. The ETSB agrees to assume the costs of the user agreement until

December 31, 2028, as allowed under law, shall if required by the Member, be responsible for the ongoing costs associated with the user agreement attributable to the Member. The ETSB will not be responsible for the costs associated with use of equipment beyond the equipment deployed to Member as set forth in Section 2.2.

4.7 – The Purchase of equipment not set forth in Sections 2.2, 2.2a or Attachment A. The Parties agree that this Agreement does not obligate the ETSB to purchase any equipment, including subscriber units, for Member that is not set forth in Sections 2.2, 2.2a, and Attachment A. The Parties agree that this Agreement does not create a future obligation for the ETSB to purchase equipment. Should the Member desire to purchase equipment beyond what is set forth in Sections 2.2, 2.2a and Attachment A, any such purchase will be addressed in a separate agreement.

#### Part 5 – Responsibilities of the Member

Section 5.1 – Reimbursements to the ETSB. Member shall reimburse the ETSB for costs incurred by the ETSB as a result of purchases made by the ETSB at the request of and for the benefit of Member which may include, but are not limited to, the following:

- (a) Any portable or mobile radios purchased for the member shall be reimbursed to ETSB over a four-year period beginning December 1, 2023. ETSB shall invoice the Member for equipment so designated on Attachment A.
- (b) The cost of airtime for Member owned radios as designated on Attachment A, will be invoiced annually by ETSB in arrears. The cost per portable will be \$34 per portable per month and \$18 per mobile per month. The ETSB has a campus rate for radios that are assigned to the Wheaton County Complex that is capped at \$20,000 annually. Radios that fall into this category will be invoiced in the following manner: The total number of participating campus radios will be divided by \$20,000 and each participating Member will be billed annually according to their number of units. (Example: \$20,000 / 250 units = \$80 per unit annually).
- (c) Per unit maintenance costs associated with equipment owned by the Member which are billed directly as per unit cost. So long as ETSB has a Radio Service Manager from Motorola, the cost of maintenance for all radios purchased under ETSB PO 921054, even if Member owned, will be covered.
- (d) Programming, re-programming, or other expenses associated with the maintenance of equipment owned by the Member. So long as ETSB has a Radio Service Manager from Motorola, the cost of programming for all radios purchased under ETSB PO921054, even if member owned will be covered.

Section 5.2 – Use of Equipment. Member shall use the County's recording loggers, consoles, control stations subscriber units and other equipment for official purposes only. Member shall ensure that subscriber units are issued only to personnel designated as first responders and that such personnel keep each subscriber unit tuned at all times to the licensed interoperable frequencies designated and programmed by the ESTB. For security purposes, Member shall ensure that any access codes, proprietary information provided by the ETSB shall only be given to those authorized by the ETSB to receive them. All equipment purchased through the use of the surcharge shall be used for the purposes permitted by law. The parties authorize the DuPage County Auditor to review compliance with this section.

Section 5.3 – Reimbursement to the ETSB for System Access. (a) With respect to the equipment deployed to Member in accordance with Section 2.2 of this Agreement, after the conclusion of the contract on December 31, 2028, between the ETSB and Motorola as described in Section 4.7, the ETSB may require reimbursement from Member for all or part of the ongoing costs associated with the use of the equipment. In this event, the ETSB shall notify Member in writing and specify the intervals at which reimbursement is due. (b) With respect to the additional equipment furnished to Member pursuant to Section 2.2a, Member shall make quarterly reimbursement to the ETSB for any costs associated with the use of the equipment on a quarterly basis as determined by the ETSB.

Section 5.4 – Cooperation and Access. Throughout the term of this Agreement, Member shall provide the ETSB with reasonable cooperation and access to its facilities to promote the delivery of the subscriber units, and other equipment for the training of Member's personnel, programming or repair of ETSB owned equipment and any other purposes of this Agreement.

Section 5.5 – Miscellaneous Costs. Member further agrees to:

- (a) Accessories: ETSB may provide replacement parts for the radios. Pursuant to ETSB policy 911:005.8: TDMA Compliance, Authorized Subscriber Units and Accessories or any subsequent policy approved by the ETS Board specific to DEDIR portable and mobile radios, any costs determined to be Member responsibility shall be the responsibility of the Member.
- (b) Any other costs deemed not allowable for 9-1-1 surcharge shall become the responsibility of the Member.
- (c) Any costs for new equipment or accessories that may arise subsequent to the execution of this Agreement shall be responsibility of the Member as designated by policy developed by PAC and recommended to the ETS Board and approved by the ETS Board as allowed by law.

Section 5.6 – Risk of Loss, Insurance. Upon the delivery of the County-owned equipment to Member, Member shall bear the risk of loss for any damage or loss to such equipment beyond the coverage provided in the warranty and maintenance agreements entered into by ETSB for any and all equipment that is part of this Agreement or covered by County or ETSB insurance. For occurrences that are not normal wear and tear, the Member shall reimburse ETSB the cost of the insurance deductible or the replacement cost of the radio if not covered by insurance. The Parties acknowledge that during the term of this Agreement, the deductible may increase due to inflation. The Member agrees to provide any required paperwork necessary for insurance submission such as memorandums or police incident reports.

Section 5.7 – Special Responsibilities in the Event of Loss of Surcharge. Upon the determination by the ETSB as a result of the loss of funding including, but not limited to, an elimination or reduction of the surcharge by any means, it cannot continue to fund the continued operation of the DEDIR system in the manner contemplated by this agreement, it may require Member to assume the costs associated with the maintenance and/or the operation of the subscriber units, consoles, and control stations deployed to Member pursuant to Section 2.2. The County may transfer ownership of the deployed equipment to Member as full consideration of its assumption of costs.

Section 5.8 – Subsequent Purchase of Equipment. The parties agree that should Member desire to purchase additional equipment for use on the DEDIR System after its execution of this Agreement and

outside of the contract under PO921054, it shall be solely responsible for any costs associated with its purchase, maintenance, or operation which may be incurred by the ETSB.

#### Part 6 – Term and Termination

Section 6.1 – Effective Date. This Agreement shall commence upon its execution by the parties and the approval of the DEDIR System and all of its associated contracts and change orders by the voting membership of the ETSB, and if applicable, by the County Board. The Agreement shall continue until December 21, 2028, or until it is terminated in accordance with this Part 6.

Section 6.2 – Termination by Election of Parties. After the term of this Agreement, either party wishing to terminate this Agreement may do so for any reason upon one-hundred twenty (120) days written notice to the other. Upon termination, except as provided in Section 6.6, Member shall, at the discretion of the ETSB and the County, return all County-owned equipment or reimburse the County for the cost of the equipment as detailed in the original purchase contract less depreciation as calculated in Section 6.4. The terminating party shall be responsible any costs associated with equipment removal as well as previously contracted costs of maintenance and equipment use. A request by the ETSB, pursuant to Section 2.6 for the reasons provided by that Section, for a return of less than all of equipment allocated to Member shall not automatically operate to terminate this Agreement.

Section 6.3 – Effects of Termination. Upon the effective date of the termination of this agreement pursuant to a written notice by Member as set forth in Section 6.2, (1) Member's right to use the DEDIR System shall cease; (2) Member's obligation to reimburse the ETSB for any costs as provided in this Agreement shall remain in full force and effect; and (3) Member shall promptly return all County-owned equipment to the ETSB.

Section 6.4 – Valuation of Assets at Termination. The parties agree that the assets contemplated for deployment to Member have a useful life of ten (10) years and that the straight-line method of depreciation shall be used in determining the residual values of such assets.

Section 6.5 – Termination as a Result of Consolidation. In the event, for the purpose of consolidating its emergency dispatch system, Member enters into an intergovernmental agreement with an intergovernmental agency which participates in the DEDIR System, this Agreement between Member and the County shall terminate and further use of the DEDIR System by Member shall be governed by the agreement between the intergovernmental agency and the County.

Section 6.6 – Termination as a Result of Loss of Surcharge. When the ETSB determines as a result of the loss of funding including, but not limited to an elimination or reduction of the surcharge by any means, it cannot continue to fund the continued operation the DEDIR system, the County may transfer ownership of all subscriber units, consoles and control stations to the presently deployed to Member and Member agrees be liable for any costs associated with the DEDIR system attributable to Member including but not limited to costs associated with the procurement, operation, and maintenance of such assets, and such assumption of costs shall constitute full consideration for the transfer of said assets.

Section 6.7 Interoperability. The Parties agree that should it become necessary to invoke Section 6.6 of the Agreement that the DEDIR System shall remain intact and that the Parties agree to abide by the policy

recommendations made by PAC and approved by the ETSB for the purposes of public safety interoperability and delivery of emergency service to the community.

Part 7 – Miscellaneous Terms

Section 7.1 – No Joint Venture. This Agreement shall not be construed in such a way that the County, the ESTB, or the Village or Fire Protection District, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

Section 7.2 – Notice. All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

**If to the County, to:**

Attention: DuPage County  
c/o Emergency Telephone System Board  
421 County Farm Road  
Wheaton, IL 60187

**If to the Member, to:**

Section 7.3 – Entire Agreement. This Agreement constitutes the entire agreement of the county on behalf of the ETSB and Member with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between Member and the county with respect to the subject matter hereof.

Section 7.4 – Approval Required and Binding Effect. This Agreement between the County on behalf of the ETSB and Member shall not become effective unless authorized by the County. This Agreement constitutes a legal, valid and binding agreement, enforceable against Member and, once duly authorized and executed as set forth herein, against the county.

Section 7.5 – Representations. Each party represents that it the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

Section 7.6 – Covenant Not to Sue. The parties hereby covenant and agree that each shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the other party, its board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement to the extent authorized by law.

Section 7.7 – Indemnification. The parties hereby release and agree that each shall indemnify and hold harmless the other party and all of its present, former and future officers, including board members,

commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement or to the use of the DEDIR System to the extent authorized by law, including, but not limited to any injury or damage caused by the failure of the supplied equipment to function properly, the failure of radio transmissions to be accurately transmitted and/or received or the failure of the DEDIR System or the STARCOM21 System to operate as designed.

Section 7.8 – Amendments. This Agreement may be amended upon the written agreement of the parties.

**WHEREFORE**, the parties have signed and executed this Agreement as of the date written below in the County of DuPage, State of Illinois.

**EMERGENCY TELEPHONE SYSTEM  
BOARD OF DUPAGE COUNTY:**

**MEMBER:**

\_\_\_\_\_  
Greg Schwarze  
ETSB Chairman

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

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



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

**Attachment Listing**

Attachment A – Equipment List

Radio Type	Quantity	Equipment Value	Amount ETSB Purchasing	Amount Agency Purchasing	ETSB Cost	Agency Cost
APX Next with - Remote Speaker Mic, Holster, 2 Batteries	42	\$ 272,381.76	36		6 \$ 244,406.94	\$ 27,974.82
APX Next XV with - Remote Speaker Mic, Holster, 2 Batteries	0	\$ -	0		0 \$ -	\$ -
APX 4000 with - Remote Speaker Mic, Belt Clip, 2 Batteries, Single Charger	2	\$ 3,645.62	0		2 \$ -	\$ 3,645.62
Mobile (Dash Mount)	2	\$ 9,728.00	0		2 \$ -	\$ 9,728.00
Mobile (Dual Head)	0	\$ -	0		0 \$ -	\$ -
Mobile (Remote Head)	0	\$ -	0		0 \$ -	\$ -
APX Next Single Charger	46	\$ 5,290.00	42		4 \$ 4,830.00	\$ 460.00
APX Next Multi Charger	1	\$ 960.00	0		1 \$ -	\$ 960.00
APX Next Car Charger	0	\$ -	0		0 \$ -	\$ -
Additional APX 4000 Single Charger	0	\$ -	0		0 \$ -	\$ -
APX 4000 Multi Charger	0	\$ -	0		0 \$ -	\$ -
<b>Total (Radios)</b>	<b>46</b>	<b>\$ 285,755.38</b>	<b>36</b>		<b>10 \$ 244,406.94</b>	<b>\$ 41,348.44</b>
<b>Total (Chargers)</b>	<b>47</b>	<b>\$ 6,250.00</b>	<b>42</b>		<b>5 \$ 4,830.00</b>	<b>\$ 1,420.00</b>
<b>Overall Total</b>	<b>93</b>	<b>\$ 292,005.38</b>	<b>78</b>		<b>15 \$ 249,236.94</b>	<b>\$ 42,768.44</b>

Approval of Inventory List

Signature:   
 Name: GREGORY A. VESNA  
 Title: CHIEF OF POLICE  
 Date: 10/26/22  
 ETSB Signature: 

Equipment Delivery

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 ETSB Signature: \_\_\_\_\_





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## **REQUEST FOR COUNCIL ACTION**

Referred to Council:  
Subject:  
Staff Contact:  
Department:

November 17, 2022  
RJN Proposal – Klefstad LS  
Alan Lange, Public Works Director  
Public Works

**TITLE:** A Resolution Approving a Proposal from RJN Group for Professional Services for the Klefstad Lift Station and Force Main Improvements in an Amount Not to Exceed \$145,000

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

Committee Vote – Passed: 7-0

### **DOCUMENTS ATTACHED**

- ✓ Resolution
- ✓ RJN Proposal
- ✓ RJN Preliminary Design Report

### **STRATEGIC PLAN ITEM**

Yes **Exceptional Services – Public Works ES #1:** Identify necessary improvement to equipment and infrastructure as well as increased staffing needs resulting from annexation and development of new industrial properties.

No

**RESOLUTION NO. R-22-64**

**A RESOLUTION APPROVING A PROPOSAL FROM RJN GROUP FOR PROFESSIONAL SERVICES FOR THE KLEFSTAD LIFT STATION AND FORCE MAIN IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$145,000**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks the **RJN GROUP** for the **PROFESSIONAL SERVICES FOR THE KLEFSTAD LIFT STATION AND FORCE MAIN IMPROVEMENTS**; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of **RJN GROUP**, the Mayor and the City Council find **RJN GROUP** is the most qualified firm to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

**PASSED this 17<sup>th</sup> day of November, 2022.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED this 17<sup>th</sup> day of November, 2022.**

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Lynn Curiale, City Clerk



November 9, 2022

Mr. Alan Lange  
Public Works Director  
City of Wood Dale  
720 North Central Avenue  
Wood Dale, Illinois 60191

Subject: **Proposal for Professional Engineering Services for Klefstad Lift Station and Force Main Design and Construction Management Services**

Dear Mr. Lange:

RJN Group, Inc. (RJN) is pleased to submit this proposal to provide Professional Engineering and Construction Services to assist the City of Wood Dale (City) with the rehabilitation of its Klefstad Lift Station (LS) and Force Main (FM).

### **Key Project Goals and Objectives**

This project pertains to rehabilitating the existing Klefstad Lift Station and its existing 10" DIP force main. RJN previously conducted a preliminary design assessment of the lift station in October 2022 prior to the addition of a high-volume industrial user in Spring 2023. The daily flow to the Klefstad lift station will increase from 120,000 gallons per day (GPD) in dry weather to 220,000 GPD. This lift station also features increased flows during wet weather. In addition, the wet well walls are deteriorating rapidly due to a failing cementitious liner. This deteriorating liner has clogged one of the pumps and has left the lift station operating with only one pump.

As detailed in the October 2022 preliminary design report, the current scope shall include wet well and valve vault rehabilitation and force main rehabilitation up to the Wood Dale Road right-of-way (ROW). The total estimated construction costs are approximately \$750,000. Avoiding the DuPage County ROW will expedite the design and construction process while simultaneously rehabilitating approximately 90-95% of the force main. RJN proposes rehabilitation the remaining 10% of the DIP force main in 2023 when timing is deemed not as critical.

The project scope includes the following:

- Topographic Survey of the Lift Station and Force Main
- Wet Well Rehabilitation Design
  - Removal of existing lining material
  - Structural Lining (Geopolymer)
  - Wet Well Piping Removal and Replacement

- Pump Maintenance
- Valve Vault Rehabilitation Design
  - Quick Connect Valve and Plug Valves Removal and Replacement
  - Piping Removal and Replacement
- Force Main Design – Up to Wood Dale Road ROW (~2,650 LF of 10" DIP)
  - Cleaning
  - Cured-in-place-pipe (CIPP) lining
- Bidding Services
- Construction Management Services
  - Construction Supervision
  - Contract Administration
- Project Management
- Project Contingency

### **Assuring Quality and Safety**

RJN is committed to providing **quality** deliverables. The data collected as a part of this project will be critical in evaluating the City's effluent piping system. RJN's internal quality control (QC) tools within in our in-house data management software, as well as our corporate training and QC processes in place will ensure that project will provide value for the City.

As an employee-owned firm, RJN's commitment to the **safety** of our employees and of Wood Dale employees and customers is paramount. That commitment to safety is demonstrated in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified." Included in the certification is confined-space entry training, temporary traffic control, OSHA 10-hour, fall protection, and many more. Every project follows an RJN Health and Safety Plan (HASP) when completing any field work.

## Price and Schedule Summary

This project will be invoiced on a Time and Material basis for a total not-to-exceed fee of **\$145,000** as described in the table below:

Task Description	Costs
<b>Lift Station and Force Main Final Design and Bidding*</b>	\$ 65,000
<b>Construction Management Services</b>	\$ 65,000
<b>Project Management Services</b>	\$ 15,000
<b>TOTAL</b>	<b>\$ 145,000</b>

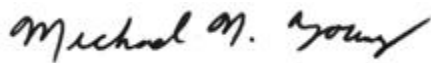
\*Includes Subcontractor Fees

The project is expected to be completed by April 30, 2023 based on a Notice to Proceed by November 14, 2022. Complete Scope of Services, Pricing, Schedules, and Maps are provided in the following exhibits:

- A. Exhibit A – Scope of Services
- B. Exhibit B – Pricing
- C. Exhibit C – Schedule
- D. Exhibit D – Project Map

We are looking forward to the opportunity to work with the City of Wood Dale on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Patrick at 224.425.1014 if you would like to discuss this proposal or have any questions.

Sincerely,



Michael Young, PE  
Senior Vice President



Patrick Hulsebosch, EIT  
Project Manager

City of Wood Dale

By \_\_\_\_\_  
Mayor





## **EXHIBIT A**

### **SCOPE OF SERVICES**

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RJN is proposing the following scope of services to conduct the Klefstad Lift Station and Force Main Design and Construction for the City of Wood Dale.

#### **A. Project Kickoff:**

- a. Conduct a virtual or in-person kickoff meeting with City staff to discuss the project.
- b. Discuss logistics of design scope and schedule.

#### **B. Lift Station and Force Main Rehabilitation Design:**

- a. Provide topographic survey of lift station and force main areas. Prepare base plans from survey.
- b. Lift station design, including the following:
  - i. Rehabilitate Wet Well with Flexible Polymer Lining
  - ii. Remove and Replace Corroded Wet Well and Valve Vault Access Hatches and Netting
  - iii. Remove and Replace Corroded Wet Well and Valve Vault Piping
  - iv. Remove and Replace Corroded 4" Quick Connect Bypass Valve and Plug Valves
  - v. Pump Maintenance
- c. Force main design, including the following:
  - i. Cleaning and CIPP lining of approximately 2,650 LF of 10" DIP up to Wood Dale Road
- d. Prepare the following Contract Plans:
  - i. Cover Sheet
  - ii. General Notes and Quantities
  - iii. Demolition Plan
  - iv. Bypass Plan
  - v. Lift Station Site Plan
  - vi. Lift Station Piping Plans
  - vii. Force Main CIPP lining and cleaning exhibits.
  - viii. Project and City specific details
- e. Utilize the standard RJN front end documents and modify for the project.
- f. Provide technical specifications.
- g. Provide an opinion of probable cost and include updates with each submittal.
- h. Submit 90% design documents for City to review. Submittals will include contract plans, technical specifications, opinion of probable cost, and other contract documents.
- i. Prepare and submit permit application to Illinois Environmental Protection Agency (IEPA). Include the required plans and specifications. Address up to two rounds of IEPA review comments.



- j. Set up project on bidding service website and post electronic bid documents. Provide a bid advertisement for publication by the City.
- k. Prepare addenda as needed and post to bidding website. Attend the bid opening. Review the bids and provide a recommendation of award letter to the City.

**C. Construction Management:**

- a. Coordinate preconstruction meeting, prepare agenda, attend meeting and prepare and distribute meeting minutes.
- b. Review Contractor's product and material submittals, shop drawings, pre-construction video recordings, construction phasing, and traffic control submittals.
- c. The assigned resident engineer will thoroughly review the contract documents and project plans prior to construction activities.
- d. Ensure that the Contractor provides notification to the residents of impacts to sewer and water service, need for backyard access. Assist the City with contacting property owners impacted by the construction.
- e. Provide 4 weeks of full-time construction observation at an average of 40 hours per week.
- f. Provide 4 weeks of part-time construction observation at an average of 20 hours per week plus final walk through, preparation of punchlist and final inspection.
- g. Provide periodic inspection of erosion control and traffic control measures to ensure roadways remain open and driveways/sidewalks are not blocked for extended periods. Identify potential traffic control and surface rehabilitation needs during construction, observe construction phase J.U.L.I.E. locates and identify potential utility conflicts for locations requiring excavation.
- h. Provide daily documentation of the construction activities when on-site, including maintaining a daily project journal and taking digital photographs of all phases of the project, taking measurements for all quantities installed. Submit weekly updates to the City with the daily reports and photos.
- i. Alert the Contractor if equipment or materials are being installed prior to shop drawing approval or if the wrong materials are being used. Provide field checks of materials and equipment, including enforcement of material testing.
- j. Provide observation services during construction testing where applicable. Review testing documentation submittals for compliance with plans and specifications. Prepare a preliminary and final punchlist. Submit to the City for review and incorporate City's comments. Submit to Contractor for completion.
- k. Provide personnel as necessary for televising video review. Review sewer televising videos using PACP-certified personnel. Identify work completed that is in compliance with the Contract Documents and any deficiencies in the final work product.
- l. Provide general project management and attend up to two (2) meetings with City and Contractor (progress meetings in field are part of construction observation). Coordinate project with the City, and Contractor, including updates on progress. Provide contract management, including review of Contractor's payment requests,

preparation of change orders, coordination of contract closeout and preparation of a final acceptance letter.

- m. RJN will prepare for the City a set of final construction documents in original AutoCAD or GIS formats. Obtain project specific rehabilitation changes to the City's collection system and provide to the City for inclusion in their GIS. Prepare a GIS layer update of the rehabilitation work and rehabilitation locations.
- n. RJN will prepare and provide record drawings from the contractor's as-built plans.

### **Items Requested from the City**

1. City Front End Contract and Proposal Documents in MS Word format.
2. City to provide review and comment on prepared bidding documents including any project specific modifications for this project.
3. Coordination with RJN in answering bid-related questions in formal addenda.
4. Assistance with traffic control and lane closures where necessary for construction and bypass operations.
5. Mailing of City notifications to businesses/residents (if necessary).
6. City depth and location data from force main potholing operations.



## EXHIBIT B PRICING

Pricing for the Klefstad Lift Station and Force Main Design and Construction project is as follows.

Pricing Terms for Invoicing: Time and Material

Not-To-Exceed Total Cost: **\$145,000**

Below are the Summary of Engineering Services Fees:

Task Description	Total Cost
<b>Lift Station and Force Main Rehabilitation Design and Bidding Services</b>	
Contract Plans and Exhibits	\$ 41,000
Contract Specifications	\$ 10,000
Cost Opinions	\$ 3,400
QA/QC Check	\$ 5,600
Bidding Services	\$ 5,000
<b>Subtotal</b>	<b>\$ 65,000</b>
<b>Construction Management Services</b>	
Pre-Construction Assistance	\$ 4,500
Full Time Construction Observation (4 - Weeks)	\$ 31,700
Part Time Construction Observation (4 - Weeks)	\$ 15,400
Review of Pre and Post Lining TV	\$ 3,000
Construction Documentation and Communication	\$ 10,400
<b>Subtotal</b>	<b>\$ 65,000</b>
<b>Project Management Services</b>	\$ 15,000
<b>Subtotal</b>	<b>\$ 15,000</b>
<b>TOTAL</b>	<b>\$ 145,000</b>

## Hourly Rate Schedule

Classification		2023 Rates*
PD	Project Director	\$250.00
SPM	Senior Project Manager	\$215.00
PM	Project Manager	\$185.00
CM	Construction Manager	\$175.00
SPE	Senior Project Engineer	\$155.00
PE	Project Engineer	\$140.00
CO	Construction Observer	\$130.00
EI	Engineer Intern	\$120.00
GSS	GIS Specialist	\$120.00
SDA	Senior Data Analyst	\$120.00
GIS	GIS Analyst	\$105.00
FM	Field Manager	\$105.00
DA	Data Analyst	\$100.00
FS	Field Supervisor	\$95.00
FT	Field Technician	\$85.00
AS	Administrative Support	\$95.00

### Notes

1. The Hourly Rate Schedule is valid until December 31st, 2023. Following that date, rates may be subject to a 3% annual increase.
2. The rates for reimbursables such as travel, postage, document fees, and in-house printings/discs are applied based on the normal on-going charges.

### Contract Option

This contract can be amended to include additional work upon joint approval by the City and RJN.



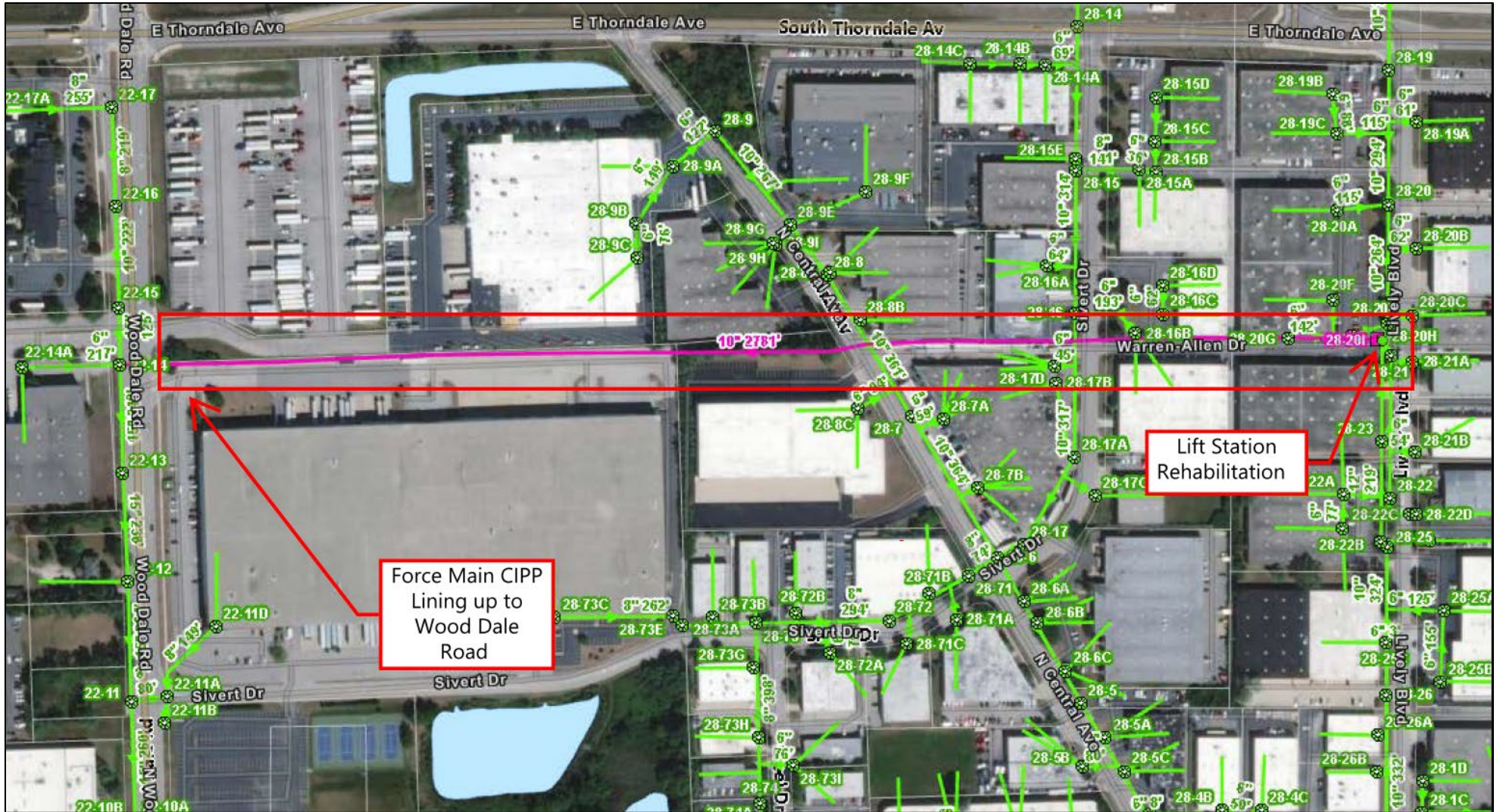
## EXHIBIT C PROPOSED SCHEDULE

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RJN is prepared to start work immediately upon an Agreement. The schedule for this project is summarized as follows:

Task	Timeline
Lift Station and Force Main Rehabilitation Design and Bidding Services	<ul style="list-style-type: none"><li>• 90% Submittal within 60 days of Notice to Proceed</li><li>• Final Bid Documents within 30 Days of 90% Submittal</li></ul> Comments
Construction Management and Supervision	Construction is expected to start in <b>March/April 2023</b> and the schedule will be controlled by the Contractor and will be weather dependent.





November 3, 2022

Mr. Alan Lange  
Public Works Director  
City of Wood Dale  
720 North Central Avenue  
Wood Dale, Illinois 60191

**SUBJECT: CITY OF WOOD DALE  
KLEFSTAD LIFT STATION PRELIMINARY DESIGN REPORT**

Dear Mr. Lange,

RJN Group, Inc. (RJN) is pleased to submit this preliminary design report to the City of Wood Dale (City) for the Klefstad lift station assessment conducted during two separate visits in October 2022.

**PROJECT UNDERSTANDING**

The Klefstad lift station was constructed in 2009 and serves the City of Wood Dale’s industrial sector. The tributary system is shown in Figure 1. In Spring 2023, a high-volume industrial user will be added to its tributary system. The daily flow to the Klefstad lift station will increase from 120,000 gallons per day (GPD) in dry weather to 220,000 GPD. This lift station also features increased flows during wet weather.

In addition, the wet well walls are deteriorating rapidly due to a failing cementitious liner. This deteriorating liner has clogged one of the pumps and has left the lift station operating with only one pump.

The City reached out to RJN to perform a high-level investigation of the condition and operation of the station’s different systems. The goal of this investigation was to determine the extent of rehabilitation necessary prior to the increase in flow to the lift station in the spring of 2023.

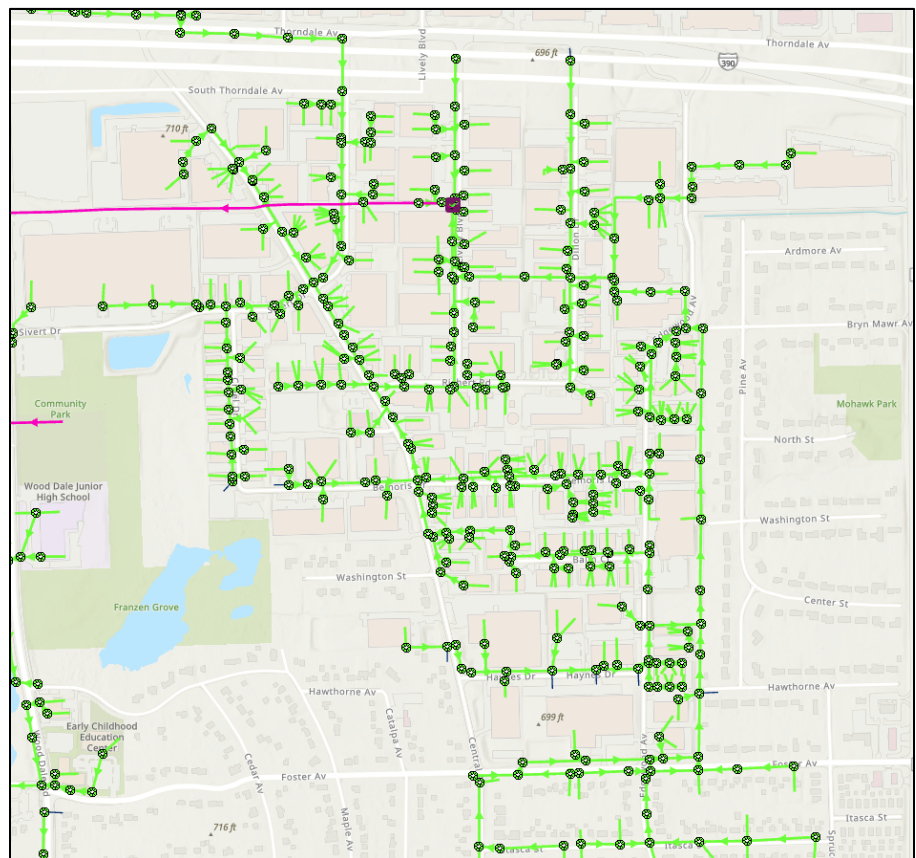


Figure 1 – Klefstad Lift Station Tributary System



## METHODS

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### FIELD DATA COLLECTION

Data was collected from the City prior to the RJN site visits. This data was verified, and additional data was collected during the site visits. A summary of the types of data collected for each lift station is listed below. A summary of the lift station inspections, together with photos, can be found in Appendix D.

- **General Information** – this includes information such as the size of the force main, pipes connected to the wet well, and the types of pumps.
- **Controls and Operations** – this includes any control systems such as soft start drives, variable speed drives, any set points or high alarms, emergency measures, and whether the lift station is connected to a Supervisory Control and Data Acquisition (SCADA)/Telemetry system.
- **Structural Conditions** – this includes any information about the condition of each lift station, the wall material, the condition of wet-well structures (any evidence of corrosion), and any observations of inflow or infiltration. (I/I)

### FILL-AND-DRAW TEST

The fill-and-draw test is used to determine actual pump capacities and hydraulic operation. The volume of the wet well was calculated based on dimensions collected during the site visit. The time that the wet well took to fill and be drawn down was measured for both lift stations. This was performed for each pump individually, as well as with multiple pumps operating together. The average flow rate in gallons per minute (gpm) was calculated from the fill-and-draw test for each configuration.

During the site visits, Pump 1 was inoperable due to debris clogging it from the deteriorating wet well walls so a fill-and-draw test was only able to be performed on Pump 2.

### STRUCTURAL ASSESSMENT

The high-level structural assessment involved a surface inspection of the wet well. In addition, a remote 360° inspection using a GoPro to inspect the wet well was performed at the lift station to provide a more detailed inspection than could be performed from a typical surface inspection.

### FORCE MAIN AND PUMP CAPACITY ASSESSMENT

When significant flow is added to a lift station it is critical to calculate if the current force main and pumps have the capacity to handle these additional flows. After performing calculations with the increased daily flows, it appears these pumps were oversized for their previous flows and can handle the increased flows. However, rehabilitating the force main affects the Hazen-Williams C factor and may reduce the efficiency of the current pumps significantly. An increase in the impeller size may be warranted. Appendix C contains the new pump curve and the calculations.



## FINDINGS

### KLEFSTAD LIFT STATION

<b>Name:</b>	<b>Klefstad</b>
<b>Address:</b>	<b>900 Lively Blvd</b>
<b># of Pumps</b>	<b>2</b>
<b>Pumps Installed</b>	<b>2009</b>
<b>Lift Station Constructed</b>	<b>2009</b>

#### *General*

The Klefstad Lift Station is a submersible lift station located at 900 Lively Boulevard. The station has two submersible 15 HP pumps. The design capacity of each pump is nominally 575 GPM. The lift station was constructed in 2009.



*Figure 1 - Klefstad Lift Station*

#### *Controls and Operation*

This lift station has a control panel which utilizes above-ground SCADA connected through cellular. Floats and pressure transducers are used to manage water levels.

#### *Structural Condition*

Hydrogen sulfide ( $H_2S$ ) corrosion was present throughout various components of the lift station. The piping of the wet well displayed  $H_2S$  through increased roughness, blistering, and peeling. The discharge manhole also displayed signs of corrosion.

In addition, as Figure 3 shows, the wet well walls are deteriorating rapidly due to a failing cementitious liner. The debris was clogging Pump 1 at the time of the site visit.

#### *Inflow and Infiltration*

No signs of active infiltration were observed in the wet well, valve vault, or air release manhole.

#### *Emergency Measures*

The lift station uses electricity from the grid as its main power source. The City has an onsite backup generator available for use in the event of a loss of power.



*Figure 2 - Cementitious Liner Deterioration*

Wet Well	
Wet Well Shape	Circular
Well Diameter (ft)	6.0
Wet Well Area (ft <sup>2</sup> )	28.3
Depth (ft)	41.0
Wet Well Material	Concrete
Average Fill Rate (gpm)	245.5
Force Main	
Force Main Age (years)	Unknown
Force Main Diameter (in.)	10
Force Main Material	DI
Force Main C Value	90
Force Main Length (Approx, ft)	2781
Minimum Discharge Velocity (fps)	1.8
Maximum Discharge Velocity (fps)	1.8
Design Point	
Design Capacity (gpm)	575
Design TDH (ft)	69.5
Pump Elevation (ft)	654.5
Discharge Elevation (ft)	707.1
Static Head (ft)	52.6
Calculated Flow	
Pump 1 Flow (gpm)	-
Pump 1 Design Flow (gpm)	575
Pump 1 Performance (% of Design Capacity)	-
Pump 2 Average Flow (gpm)	429
Pump 2 Design Flow (gpm)	575
Pump 2 Performance (% of Design Capacity)	75%
Pump 1 & 2 Flow (gpm)	-

*Hydraulic Analysis*

During the inspection, Pump 1 was inoperable. The calculated flows for Pump 2 were lower than the design rate of 575 GPM for the Hydromatic pumps. Pump 2 operated at 429 GPM translating to 75% of the design capacity.

*Main Issues and Recommendations*

- Wet Well Liner Failure
- Pump Operations
  - Inoperable Pump 1
  - Low Scouring Velocity
- H<sub>2</sub>S Corrosion
  - Well Piping
  - Quick Wet Connect Bypass Valve
  - Discharge Manhole 22-14
- Wet Well Access Hatch
- Force Main Condition
- Force Main and Pump Capacity Assessment

*Wet Well Liner Failure*

As seen in Figure 3, the original liner from 2009 is failing and deteriorating. The large chunks are falling into the wet well and have clogged Pump 1. It is recommended that:

- Sandblast the wet wall walls and prepare to rehabilitate the wet well with a lining material (cementitious/epoxy, geopolymer, polyurea, etc.) to restore the wet well’s structural integrities.

*Pump Operations*

This assessment identified a discrepancy between the design flow and actual flow of the lift station, with the Pump 2 operating at 75% design capacity. This discrepancy can be caused by multiple factors, including friction in the force main, impeller damage, partially opened valves, or open pockets within

## Klefstad Lift Station Preliminary Design Report

the force main. The reduced flow has also lowered the velocity below the minimum scouring velocity of two feet per second. Below two feet per second, debris can settle and build up in the force main subsequently reducing the hydraulic capacity of the force main. Lastly, Pump 1 was inoperable during the time of inspection. Given that this lift station will see a large increase in flow and operation, the capacity of these pumps is critical.

The City has already stated that both Pumps 1 and 2 will be removed during construction and will be sent to Metropolitan Industries to be overhauled. The impellers should be checked to confirm they are the correct size of 9.25" and that they aren't damaged. In addition, corroded components of the lift station system will be replaced during rehabilitation which should reduce the friction losses and increase the flow rates.

### *H<sub>2</sub>S Corrosion*

As seen in Figures 3, 4, and 5, H<sub>2</sub>S corrosion was observed in the wet well, valve vault, and the discharge manhole. Hydrogen sulfide corrosion can be a major problem in sanitary systems, particularly in the vicinity of pump stations and force mains. Besides the odor issues, high levels of H<sub>2</sub>S will lead to corrosion of concrete and metal walls, creating risk for future loss of structural integrity—and eventually failure. Additional problems associated with pipe corrosion can include increased head loss, lowering the station's flow capacity, as well as reduced wall thickness, which can become a structural risk over time. It is recommended to:

- Rehabilitate the discharge manhole 22-14 with a lining material (cementitious/epoxy, geopolymer, polyurea, etc.). Restore the wet well's structural integrities, prevent possible H<sub>2</sub>S corrosion.
- Remove and replace the corroded wet well pipes to prevent the risk of failure.
- Remove and replace the corroded valve vault piping and 4" Quick Connect Bypass Valve

### *Wet Well Access Hatch*

During the site visits, it was observed that the wet well's access hatch needed replacement. The hatch was missing handles, bolts, and the safety netting is worn. It is recommended to:

- Replace the wet well access hatch during rehabilitation



*Figure 4 – Discharge Manhole Corrosion*



*Figure 5 – Valve Vault Topside*



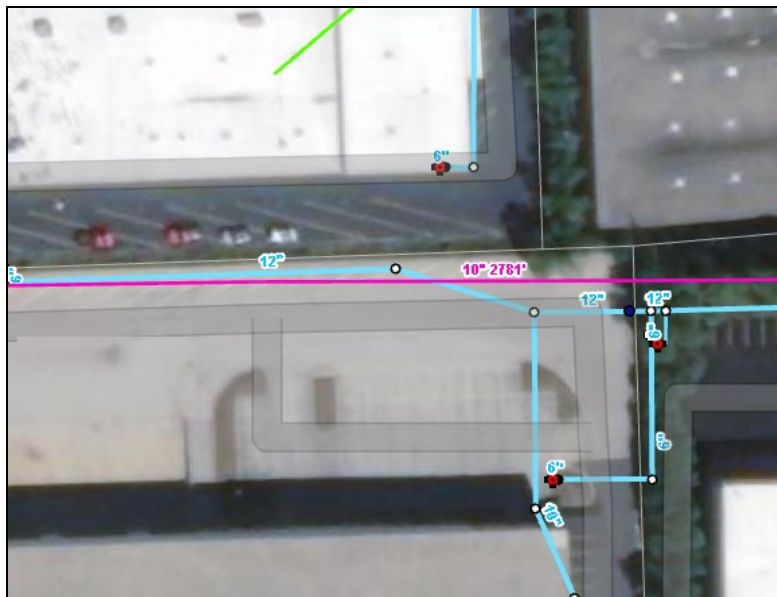
*Force Main Condition*

The Klefstad lift station force main (FM) was not replaced or rehabilitated when the original lift station was replaced in 2009. The actual age of the force main is unknown and the City does not have any record drawings before the 2009 replacement. It is assumed to be nearing its design life of 50 years. In addition, the force main experienced a break approximately 1,700 LF downstream in the past decade. As seen in Figure 6, there appears to be a utility crossing with a 12" water main near the estimated break location of the force main. It is likely that this discontinuity in the profile caused the break and perhaps due to the formation of a gas pocket at a localized high point. In ductile iron force mains, H<sub>2</sub>S corrosion will occur in these gas pockets and result in deterioration and ultimately a break.

The ongoing pump capacity issues and lower velocities creates additional risks for the force main over time. Below the minimum self-cleaning velocity of 2 fps, deposits can build up on the force main in low points which will restrict capacity and can be a risk for abrasion. There are no record drawings of the profile of the force main but there are a few utility crossings where the force main profile appears to change suddenly, creating localized low points, to avoid nearby utilities.

Given the force main's material (ductile iron), past break history, and advanced age the condition of the force main is a vital concern that needs to be addressed before the new high-volume industrial user is added to Klefstad's tributary system. It is recommended to:

- Rehabilitate the force main via cured-in-place-pipelining (CIPP) and restore its design life and structural integrity for the increased flows.
  - Without having a profile of the force main, it is recommended that the City crews pothole and confirm the depth and location in a few select places along the force main's path.
    - Confirming the general depth and path will reduce the risk for bidding contractors by limiting unknowns.



*Figure 6 – Klefstad FM Utility Conflict*

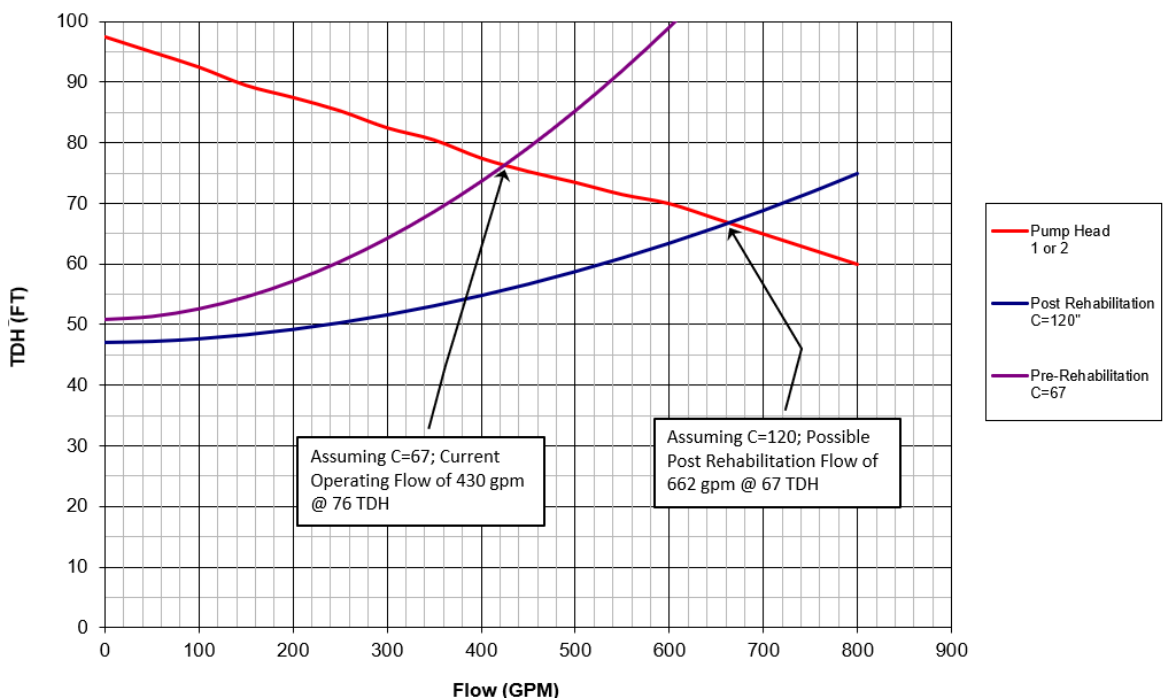
As seen in Table 1, accounting for a peaking factor of 4, the current Hydromatic S4KX pumps are capable of handling up to 880,000 GPD at their design rate of 575 GPM. However, as detailed previously, Pump 2 was operating at about 75% of the design capacity likely due to increased friction losses from corroded piping. This could also be due to a capacity restriction in the force main from built-up deposits.

Table 1 – Minimum Pump Rate Calculations

Determine Minimum Pump Rate		
Average Daily Flow =	220,000	GPD
Peak Flow =	880,000	GPD
Minimum Pumping Rate Required =	611	GPM
Design Pumping Rate =	575	GPM
	0.83	MGD

Figure 7 features the pump curve before and after rehabilitation. As shown, the current flow of approximately 430 GPM is due to an increase in the total dynamic head (TDH) from the increased friction losses within the system and/or capacity reduction in the force main. The replacement of the wet well piping and check valve piping and the CIPP lining of the force main will reduce some of these friction losses as well as restore some hydraulic capacity. As a result, the Hazen-Williams roughness coefficient factor will increase. As Figure 7 shows, increasing the C factor from 67 to 120 theoretically shifts the pump curve to the right and increases the flow capacity. It is recommended that the City perform a fill and draw test immediately following rehabilitation to confirm these calculations and that the pumps are operating closer to their design capacity.

Figure 7 – Klefstad Lift Station Pre and Post Rehabilitation Pump Curves



## **RECOMMENDATIONS**

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In order to handle increased flows, the Klefstad lift station requires structural and pump rehabilitation. A preliminary design of the proposed rehabilitation for the lift station is also included in Appendix A.

### **STRUCTURAL**

The wet well and the force main are the two primary structural components that must be rehabilitated prior to the new industrial user. In addition, bypass operations are a major component of lift station rehabilitation. As a result, it is best practice to rehabilitate as much as necessary to avoid paying for multiple expensive bypass operations.

For the wet well it is recommended to:

- Rehabilitate the wet well with a lining material (cementitious/epoxy, geopolymer, polyurea, etc.) to restore the wet well's structural integrities, and prevent H<sub>2</sub>S corrosion.
- Remove and replace the corroded wet well pipes to prevent the risk of failure.
- Remove and replace the wet well access hatch.

For the valve vault it is recommended to:

- Remove and replace corroded valve vault piping and 4" Quick Connect Bypass Valve

For the force main it is recommended to:

- Pothole in accessible locations to help confirm the profile of the force main in sections
- Line the force main

### **PUMPS**

The rehabilitation of the wet well will remove the issue of the clogging in Pump 1 but these pumps should be pulled and overhauled during bypass operations. In order to handle the increased flows, these pumps need to be operating closer to their design capacity of 575 GPM. The impellers should be checked for damage and should be confirmed that they are the right size of 9.25". The rehabilitated wet well, valve vault, and force main will also reduce the friction losses and help increase the flow rates of the pumps. After rehabilitation, a fill-and-draw test should be performed to confirm these pumps are operating closer to their design capacity.

### **BUDGETARY COST ESTIMATES**

The budgetary cost estimates for the preliminary design are estimated to be approximately \$900,000. A full breakdown of the estimated costs is included in the table in Appendix B.

The preliminary design scope includes lining the entire force main. However, the scope of the force main

Klefstad Lift Station Preliminary Design Report

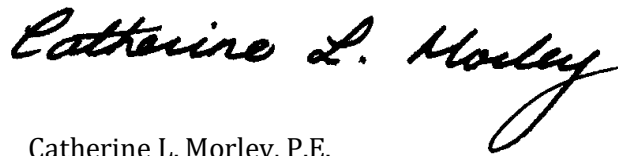
rehabilitation may change during final design. The Klefstad lift station force main discharges across Wood Dale Road, a County road, into a manhole situated in the southbound lanes. Coordinating bypass operations across Wood Dale Road with DuPage County may be difficult and lining the force main up to the right-of-way on the east side of Wood Dale Road may be easier. One option will be rehabilitating or replacing the section across Wood Dale Road at a later date due to the time constraints of the new industrial user. These options will be evaluated further during the final design.

It has been a pleasure working with the City of Wood Dale on this project. We look forward to continuing to support the Village with collection system solutions. Please contact us if you have any questions or require further clarification.

Sincerely,  
RJN Group, Inc.



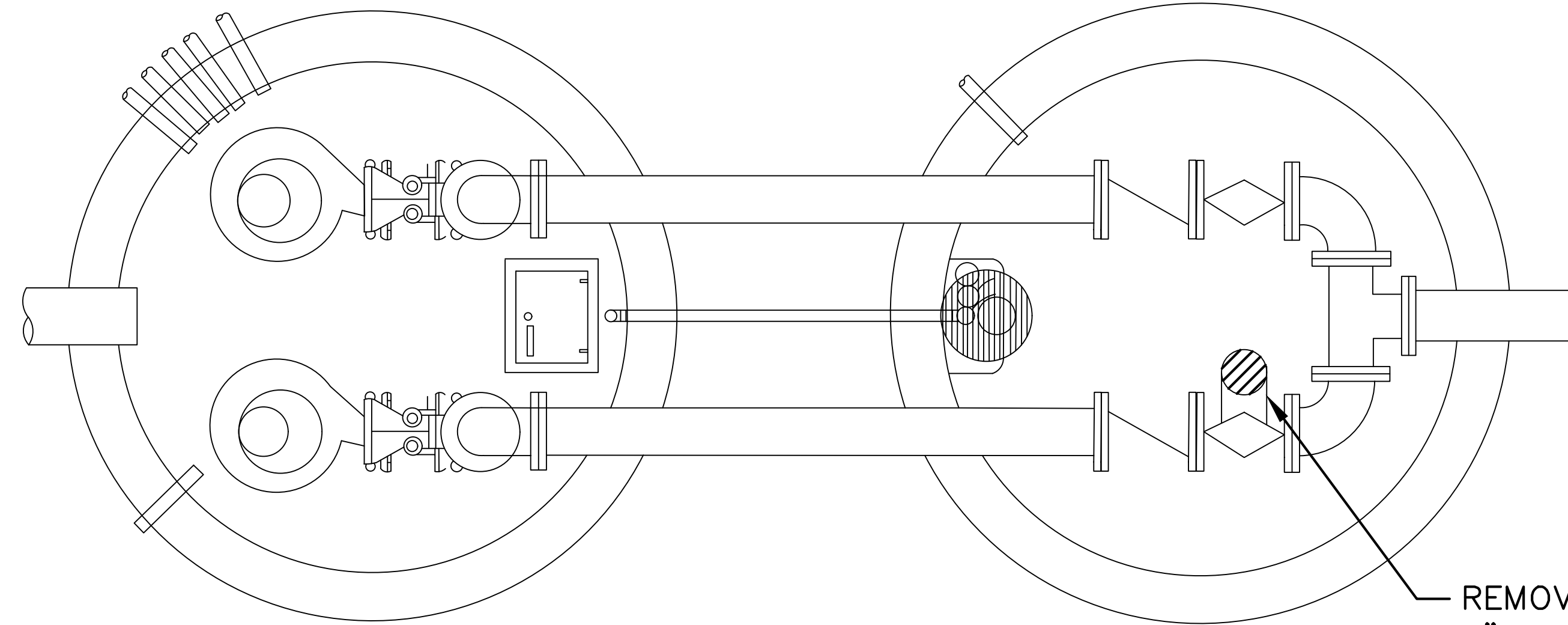
Patrick Hulsebosch, E.I.T.  
Project Manager



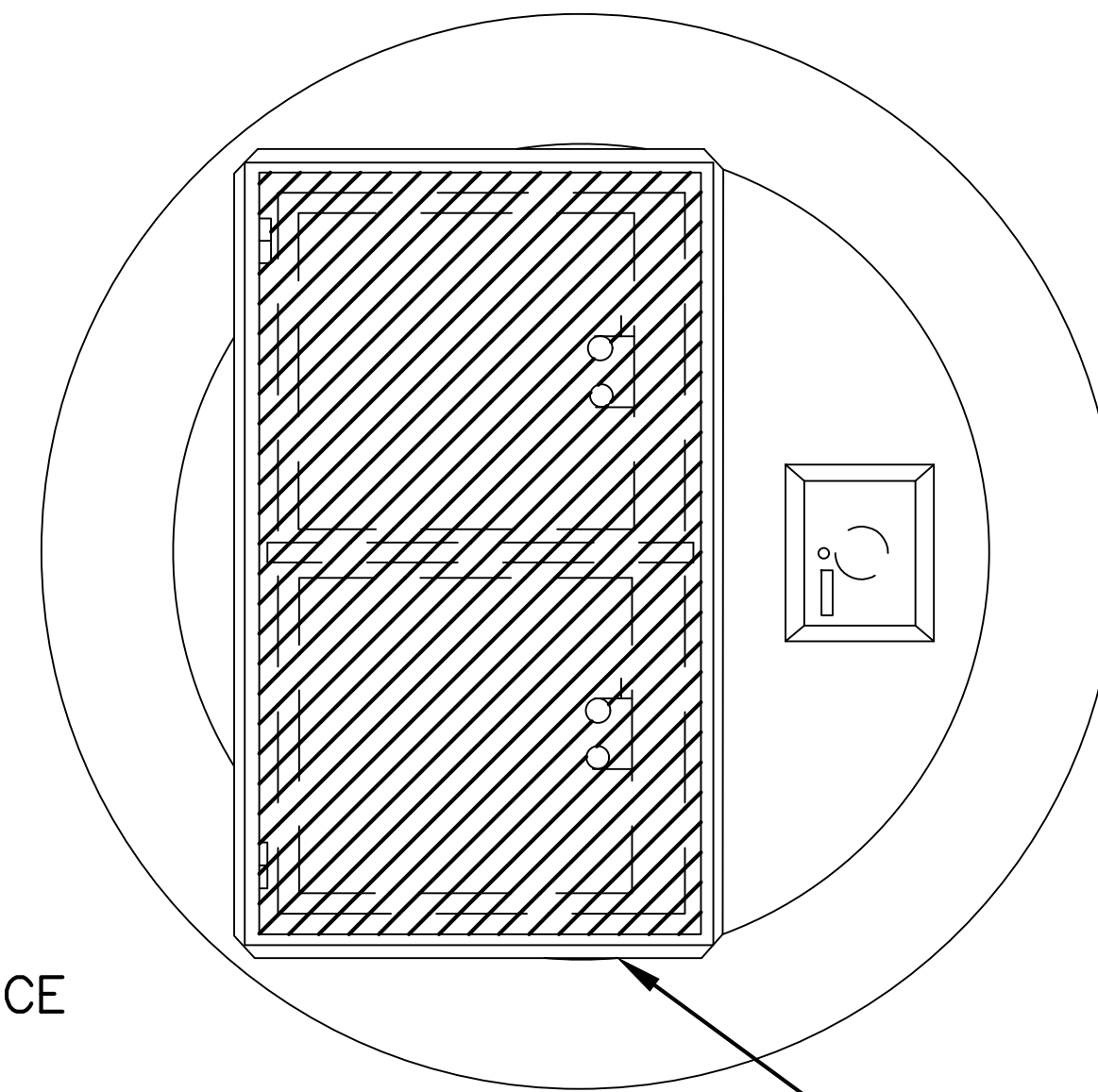
Catherine L. Morley, P.E.  
Senior Project Manager

**APPENDIX A**  
**PROPOSED KLEFSTAD LIFT STATION IMPROVEMENTS**

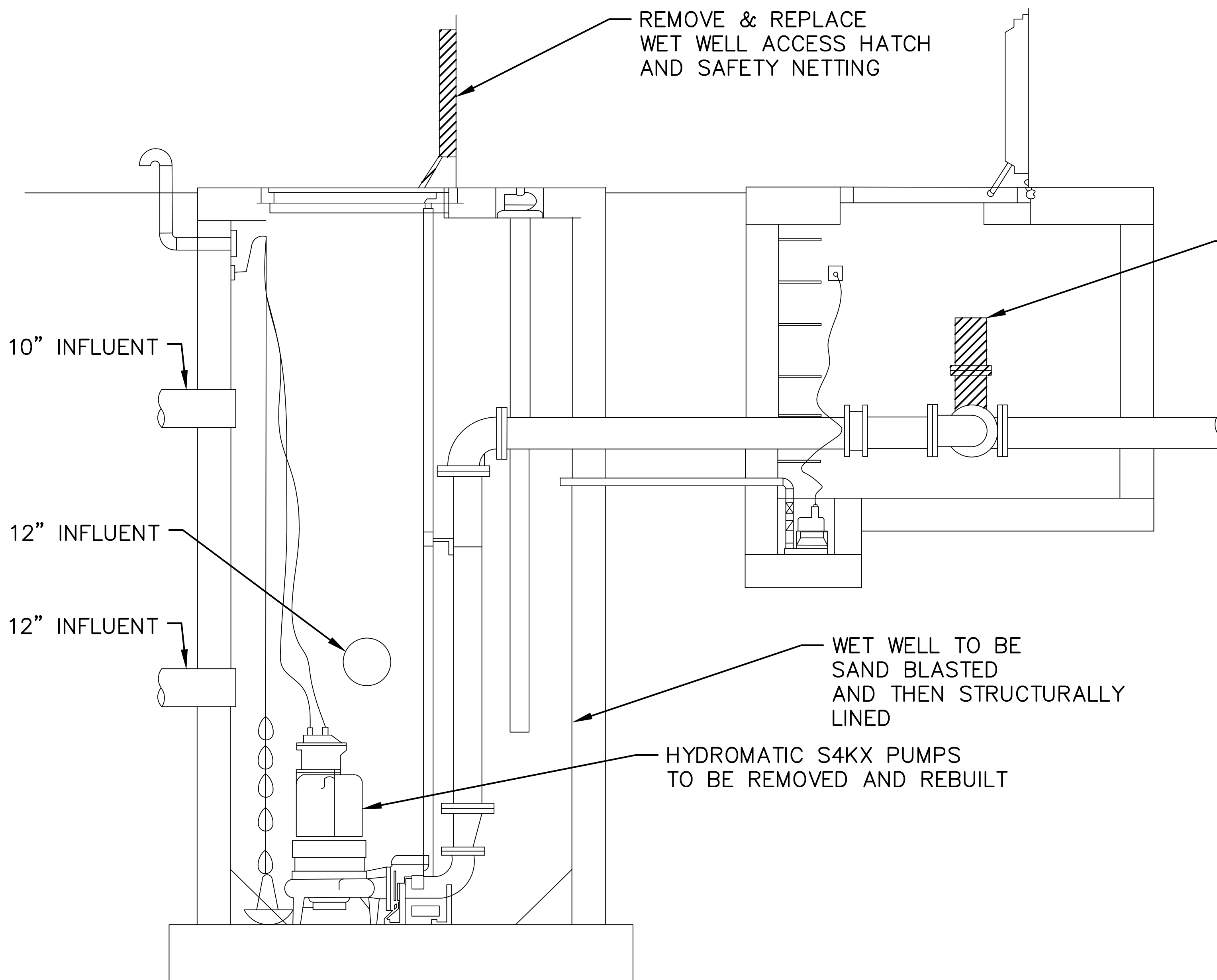
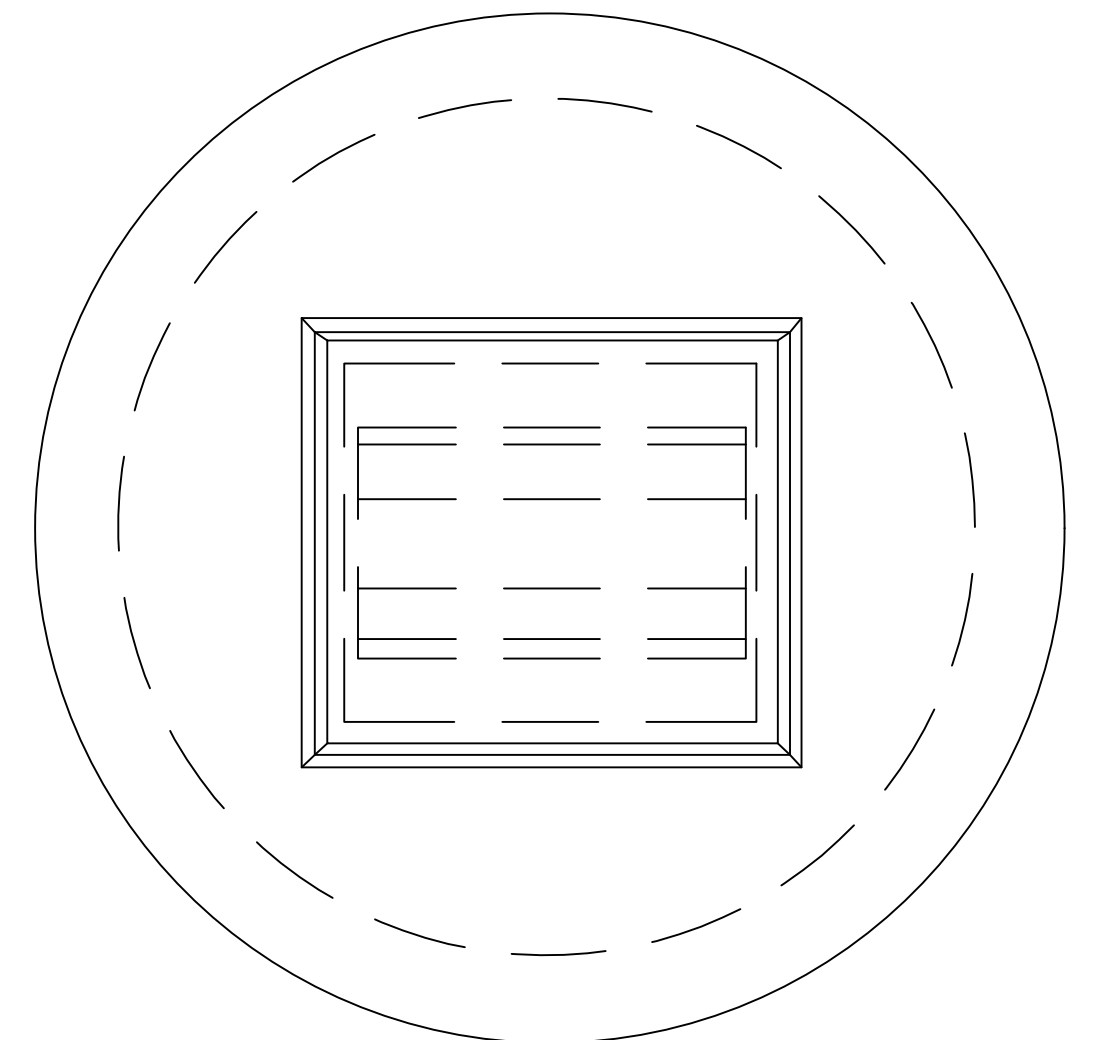




REMOVE AND REPLACE  
4" QUICK CONNECT



REMOVE & REPLACE  
WET WELL ACCESS HATCH  
AND SAFETY NETTING



REMOVE & REPLACE  
WET WELL ACCESS HATCH  
AND SAFETY NETTING

REMOVE AND REPLACE  
4" QUICK CONNECT  
BYPASS VALVE

WET WELL TO BE  
SAND BLASTED  
AND THEN STRUCTURALLY  
LINED

HYDROMATIC S4KX PUMPS  
TO BE REMOVED AND REBUILT

10" INFLUENT

12" INFLUENT

12" INFLUENT

I:\Projects\11-3708-01\11-3708-01\11-3708-01.dwg

DESIGNED:	
DRAWN: AI	
CHECKED:	
DATE: NOVEMBER 2022	



**KLEFSTAD LIFT  
STATION REHABILITATION**

**PRELIMINARY DESIGN**

SCALES	COUNTY	TOTAL SHEETS	SHEET NO.
HORIZONTAL: -	DUPAGE		
VERTICAL: -	STA. - TO STA. -		
PROJECT NO. 11-3708-01			

**APPENDIX B**  
**PRELIMINARY DESIGN BUDGETARY COST ESTIMATE**

**City of Wood Dale**  
**Klefstad Lift Station Preliminary Design Improvements**  
**Engineer's Opinion of Probable Construction Costs**

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	ESTIMATED UNIT PRICE	ENGINEER'S ESTIMATED TOTAL PRICE
1	PRE-CONSTRUCTION SURFACE TELEVISIONING	LS	1	\$2,500.00	\$2,500.00
2	BYPASS PUMPING - INCLUDES, BUT NOT LIMITED TO, INSTALLATION OF BYPASS PIPING AND PUMPS, AND BYPASS OF FLOW DURING WET WELL AND VALVE VAULT, REHABILITATION	LS	1	\$120,000.00	\$120,000.00
3	TEMPORARY CONSTRUCTION FENCE	LF	300	\$25.00	\$7,500.00
4	TEMPORARY SILT FENCE	LF	100	\$10.00	\$1,000.00
5	DEMOLITION OF EXISTING EQUIPMENT - INCLUDES, BUT NOT LIMITED TO, REMOVAL OF PUMPS, EXISTING MECHANICAL PIPING AND ELECTRICAL EQUIPMENT	LS	1	\$25,000.00	\$25,000.00
6	VALVE VAULT MECHANICAL PIPING AND QUICK CONNECT REPLACEMENT	LS	1	\$12,500.00	\$12,500.00
7	STRUCTURAL LINING, 6' DIA. WET WELL- INCLUDES SURFACE PREP, SANDBLASTING AND DEBRIS REMOVAL	LS	1	\$65,000.00	\$65,000.00
8	REMOVE AND REPLACE WET WELL ACCESS HATCH	EACH	1	\$5,000.00	\$5,000.00
9	CIPP LINING, PRESSURE PIPE, 10"	LF	2,175	\$200.00	\$435,000.00
10	PRE-CONSTRUCTION SEWER CLEANING AND TELEVISIONING	LF	2,175	\$12.00	\$26,100.00
11	CONTINGENCY ALLOWANCE	L SUM	1	\$50,000.00	\$50,000.00
SUBTOTAL					\$749,600.00
DESIGN ENGINEERING AND CONSTRUCTION RE COSTS (20% OF SUBTOTAL)					\$149,920.00
GRAND TOTAL					<b>\$899,520.00</b>

**APPENDIX C**  
**HYDRAULIC FORCE MAIN AND PUMP CALCULATIONS**

**Wastewater Lift Station  
&  
Force Main  
Design Calculations**

Project Name: Klefstad Lift Station

Location: City of Wood Dale

Designed By: P. HULSEBOSCH

Checked By: C. MORLEY

Date: 10/11/2022

# **Wastewater Pump Station & Force Main Project Summary**

Project Name: Klefstad Lift Station

Average Daily Flow (gpm): 153

Pump Operational Point No. 1 (gpm@tdh): 750 GPM @ 65.7 TDH

Pump Operational Point, No. 2 (gpm@tdh): 700 GPM @ 67.3TDH

Pump Manufacturer: Hydromatic

Model Number: S4KX

Impeller Diameter (in): 9.25

Horse Power (HP): 20

Voltage (V): 230

Force Main Diameter (in): 10

Force Main Length (ft): 2,781

# Design Pumping Flow Rate

Peaking Factor Calculation	
Average Daily Flow (gpd) =	220,000.0
Flow (gpm) =	152.8
Population Equivalency (PE) =	2,200
MWRD Equation 1 (gpcpd)	438.4
MWRD Equation 2 (gpcpd)	355.3
Calculated Peak Factor =	4.4
Design Peak Factor =	4.4

Max. Design Factor allowed by MWRD      4.0

Determine Minimum Pump Rate		
Average Daily Flow =	220,000	GPD
Peak Flow =	880,000	GPD
Minimum Pumping Rate Required =	611	GPM
Design Pumping Rate =	<b>575</b>	GPM
	<b>0.83</b>	MGD

-6%

# Cycle Time & Wet Well Geometry

Target Cycles Per Hour		
ADF	=	210 gpm
Pumping Rate	=	575 gpm
Time	=	6 min.
Cycles Per Hour =		10.0
Check Cycles Per Hour:		OK
Check Cycles Per Hour:		OK

0.30 mgd

0.83 mgd

Determine Wet well Diameter		
Required Volume =	800	Gallons
Pick Wet Well Diameter =	6.0	Ft
Pick Wet Well Cycle =	3.30	Vert. Ft
Volume in Cycle =	698	Gallons

Vertical Datum Used: NAVD 88

Determine Wet Well Invert & Float Elevations		
		Wet well Dia. = 6.0 Ft
Top Elev=	695.46	
Gnd Elev=	695.46	
FM Discharge Invert : 707.1		
36.46 SS Invert In=	659.00	
		34.71 Alarm = 660.75
		35.46 Lag On = 660.00
		35.96 Lead On = 659.50
		39.26 Pumps Off = 656.20
41.00 Bottom Invert Elev* =	654.46	

\*As required for complete submergence



# Force Main & Piping Design

Off-Site Force Main Data	
Design Pump Rate (gpm) =	575
Select Force Main Size (in) =	10
Velocity (fps) =	2.35
<b>Meets Minimum Velocity Requirement?</b>	<b>OK</b>
<b>Meets Maximum Velocity Requirement?</b>	<b>OK</b>
<b>Required Pump?</b>	<b>Use Non-Clog Pump</b>
Line Length (ft) =	2,781
Account for Minor Losses =	3%
Equiv Length (ft) =	2,864

Connection Point:	Existing 10" Forcemain
-------------------	------------------------

Pump Station Piping Data			
<b>In Wet Well</b>	Design Pump Rate (gpm) =	575	
	Wet Well Piping Size (in) =	6	
	Velocity (fps) =	6.52	
	<b>Meets Minimum Velocity Requirement?</b>	<b>OK &gt; 2 FPS</b>	
	<b>Meets Maximum Velocity Requirement?</b>	<b>OK &lt; 9 FPS</b>	
Item	Number of Fittings	L/D Ratio	Equivalent Length
45 bend	0	16	0.00
90 bend	2	30	30.00
22.5 bend	0	9	0.00
Branch Tee Flow	0	60	0.00
Check valve	0	135	0.00
Plug Valve	0	17	0.00
Reducer	1	45	22.50
			0.00
			0.00
Equivalent Fitting Length (ft) =		53	
Wet Well Piping Length (ft) =		38	
Total Equivalent Pump Station Pipe Length (ft) =		91	
Equivalent Wet Well Diameter Length (ft) =		1087	

<b>In Valve Vault</b>		Valve Vault Piping Size (in) =	<b>6</b>
		Velocity (fps) =	6.52
		<i>Meets Minimum Velocity Requirement?</i>	<b>OK &gt; 2 FPS</b>
		<i>Meets Maximum Velocity Requirement?</i>	<b>OK &lt; 9 FPS</b>
Item	Number of Fittings	L/D Ratio	Equivalent Length
45 bend	0	16	0.00
90 bend	1	30	15.00
22.5 bend	0	9	0.00
Branch Tee Flow	1	60	30.00
Check valve	1	135	67.50
Plug Valve	1	17	8.50
Reducer	0	45	0.00
			0.00
			0.00
Equivalent Fitting Length (ft) =			121
Wet Well Piping Length (ft) =			<b>38</b>
Total Equivalent Pump Station Pipe Length (ft) =			159
Equivalent Valve Vault Diameter Length (ft) =			<b>1909</b>
<b>Total Equivalent Force Main Length (ft) =</b>			<b>5860</b>

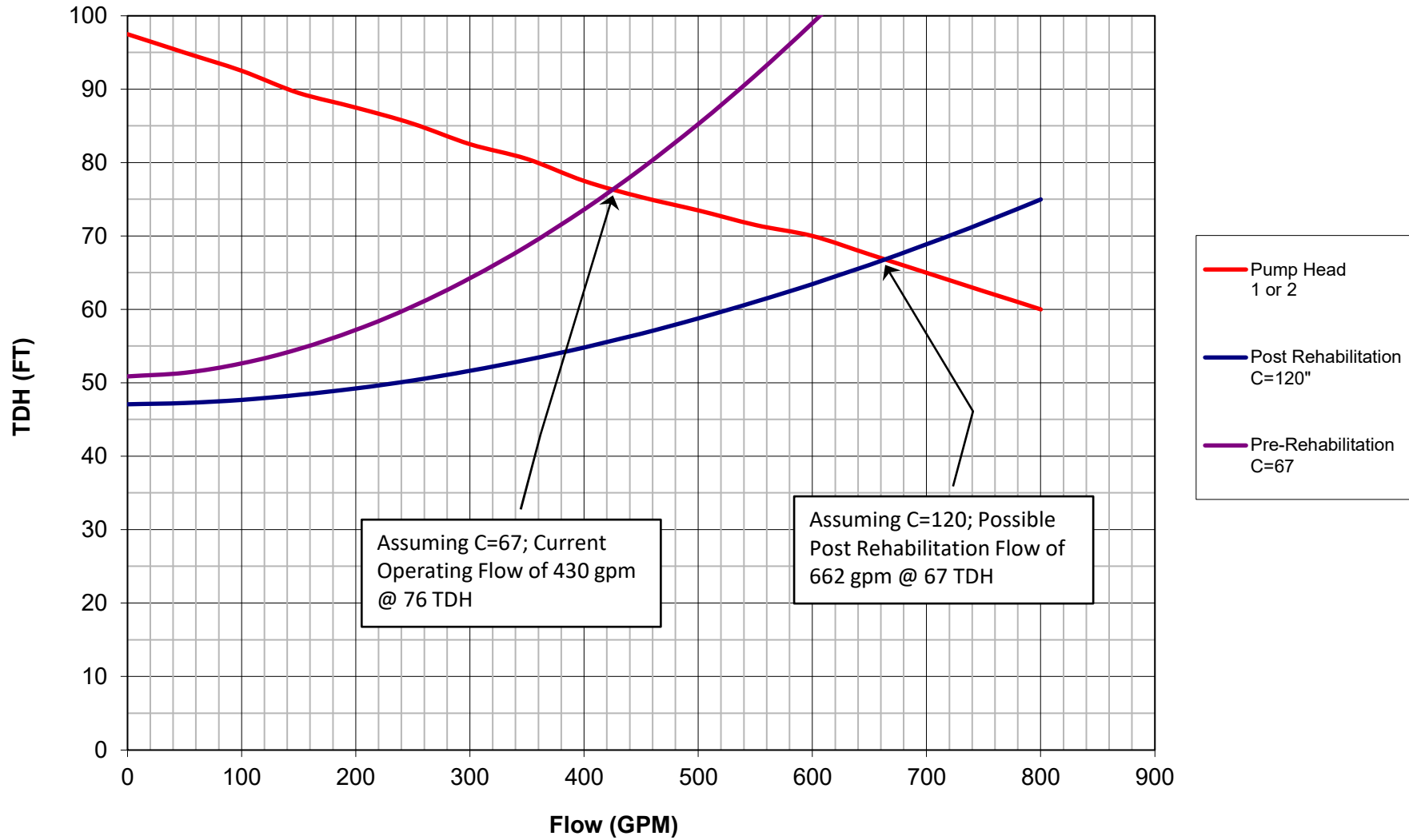
# Pump Selection

Force Main Diameter (in) = 10  
 Equivalent Force Main Length (ft) = 5860  
 Current Hazen-Williams C Factor = 67  
 Rehabilitated Hazen-Williams C Factor = 120  
 Minimum Required Pump Rate (GPM) = 611  
 Design Pumping Rate (GPM) = 575  
 Calculated Pumping Rate (GPM) = 430

GPM	Static Head (High wet well)	Static Head (Low wet well)	Possible Rehabilitate d TDH	Current TDH	Velocity (fps)	Pump Head 1 or 2	Pipe friction loss (ft)	Equipment friction loss (ft)	Total Friction Loss (ft)
0	47.10	50.90	47.10	50.90	0.0	97.50	0.00	0.00	0.00
50	47.10	50.90	47.27	51.39	0.2	95.00	0.27	0.21	0.49
100	47.10	50.90	47.70	52.65	0.4	92.50	0.99	0.76	1.75
150	47.10	50.90	48.36	54.60	0.6	89.50	2.10	1.60	3.70
200	47.10	50.90	49.25	57.21	0.8	87.50	3.57	2.73	6.31
250	47.10	50.90	50.34	60.43	1.0	85.30	5.40	4.13	9.53
300	47.10	50.90	51.64	64.25	1.2	82.50	7.57	5.79	13.35
350	47.10	50.90	53.14	68.66	1.4	80.50	10.06	7.69	17.76
400	47.10	50.90	54.83	73.63	1.6	77.50	12.88	9.85	22.73
450	47.10	50.90	56.72	79.17	1.8	75.30	16.02	12.25	28.27
500	47.10	50.90	58.79	85.25	2.0	73.50	19.47	14.89	34.35
550	47.10	50.90	61.04	91.88	2.2	71.50	23.22	17.76	40.98
600	47.10	50.90	63.48	99.03	2.5	70.00	27.28	20.86	48.13
650	47.10	50.90	66.09	106.71	2.7	67.50	31.63	24.19	55.81
700	47.10	50.90	68.88	114.92	2.9	65.00	36.28	27.74	64.02
750	47.10	50.90	71.84	123.63	3.1	62.50	41.21	31.52	72.73
800	47.10	50.90	74.98	132.85	3.3	60.00	46.44	35.51	81.95

Pump Manufacturer: **Hydromatic**  
 Model Number: **S4K/S4KX**  
 Impeller Diameter: **9.25 in**  
 Horsepower: **14.4 HP**

### Klefstad Lift Station Pump and Force Main System Curves



# Station Operation Check

**Proposed Operational Point No.1**

750      GPM @      65.7 TDH

**Check Wet well Cycle Times**

Wet well Diameter (feet)	Wet well Area (gal / VF)	Wet well Cycle (ft)	Wet well Volume (gal)
6.0	211	3.3	697.6
<hr/>			
Fill =	$\frac{\text{Wet well Volume}}{\text{ADF}}$	=	3.3      minutes
Run =	$\frac{\text{Wet well Volume}}{\text{Pump Rate} - \text{ADF}}$	=	1.3      minutes
<hr/>			
		Total =	5.0      minutes
		Cycle Time =	12.0      Cycles / Hour
		Cycle Time (With 2 pumps alternating) =	6.0      Cycles / Hour
			<i>Meets Minimum Cycle Time? <b>OK</b></i>
			<i>Meets Maximum Cycle Time? <b>OK</b></i>

# Station Operation Check

**Proposed Operational Point No. 2**

700    GPM @    67.3 TDH

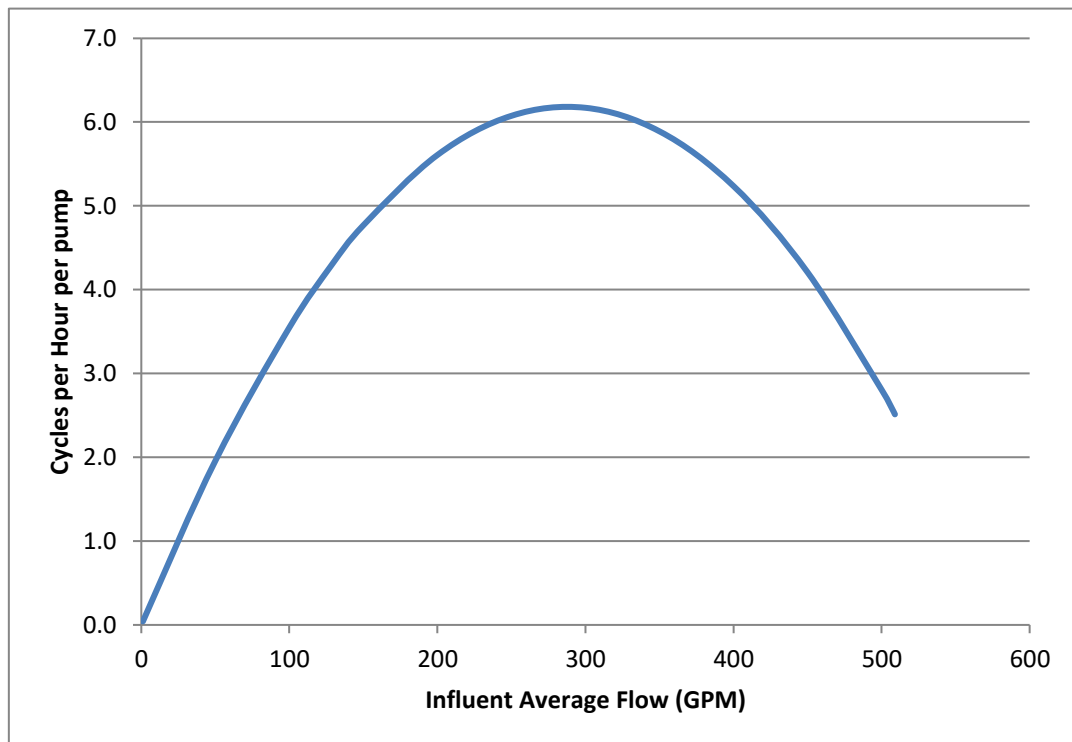
**Check Wet well Cycle Times**

Wet well Diameter (feet)	Wet well Area (gal / VF)	Wet well Cycle (ft)	Wet well Volume (gal)
6.0	211	3.3	698
Fill =	$\frac{\text{Wet well Volume}}{\text{ADF}}$	=	3.3    minutes
Run =	$\frac{\text{Wet well Volume}}{\text{Pump Rate} - \text{ADF}}$	=	1.4    minutes
	Total =		4.7    minutes
	Cycle Time =		12.6    Cycles / Hour
	Cycle Time (With 2 pumps alternating) =		6.3    Cycles / Hour
	<i>Meets Minimum Cycle Time? <b>OK</b></i>		
	<i>Meets Maximum Cycle Time? <b>Decrease Cycle Time</b></i>		

# Station Operation Check

## Pump Cycling Analysis

# of Pumps alternating =	2
Pick Wet Well Cycle =	3.30 ft
Min. Storage Time	1.21 min
Max. Filling Time	3.32 min



**APPENDIX D**  
**LIFT STATION INSPECTION PHOTOS AND FORMS**



## Lift Station Assessment: Klefstad Sanitary Lift Station

### Inspection Data

Lift Station Name	Klefstad Sanitary Lift Station	Street Number	900
Is this a Dive Inspection?	No	Street Name	Lively Blvd
Setup Conditions	Standard	Comments	Huge chunks of concrete falling off wet wall. Clogging one pump

### Structure Data

Structure Depth	47.00 ft	Structure Type	Lift Station
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### LS-General Information

Force Main Diameter (if visible)	10 Inches	Are Grinding Devices Used?	No
Are Any Pipes Submerged During Wet Well Cycle?	No	Are Screening Devices Used?	No
Does This Station Have a Dry Well?	No	History of Excessive Flows in Wet Weather	No
Does This Station Have a Valve Vault?	Yes		

### LS-Hydraulic Systems

Number of Pumps	2	Overtemperature or Seal Leak Sensors?	Yes
Motor HP, Volts, Phase:	See plans	Hydraulic Comments	Pumps to be rebuilt in construction
Pump Type:	Submersible		

### LS-Control Systems

Describe Set Points & Alarms	See plans	Variable Speed Drives Installed?	No
Level Controls (select all that apply)	Floats	Any Permanent Flow Meters Installed?	Yes
Soft Start Drives Installed?	No	Station Connected to SCADA/Telemetry System?	Yes
Do Pumps Automatically Alternate?	Yes	Scada Communication Method	Cellular
		Control System Comments	Good

### LS-Elec/Mech/HVAC Systems

Is Wet Well Ventilated?	Yes	Generator Capacity (HP)	N/A
Is Valve Vault Ventilated?	No	Automatic Transfer Switch (ATS)?	Yes
Odor Control System?	No	Is There an Electrical Main Disconnection Switch?	Yes
Back Up Generator?	Yes	How Are Pumps Removed for Maintenance?	Rails
Generator Type?	Diesel	ELEC/MECH/HVAC Comments	Good

### LS-Structural Conditions

Wet Well Material	Concrete (reinforced)	Valve Vault Condition	5
Wet Well Corrosion?	2	Building/Shelter Condition	None
Describe Wet Well Structural Condition	Bad. Chunks falling off	Hatch Condition	5
		Structural Comments	
		Liner getting stuck in one pump. Replace netting	

### LS-Station Maintenance

Frequency of Maintenance Visits	Daily	Wet Well Regularly Cleaned?	No
Inspection Records Maintained?	Yes	Wet Well Grease or Debris Build Up?	1
Maintenance Records?	Yes	Generator Maintained Regularly?	Yes
Manual Available?	Yes	Date of Pump Install or Impeller Replacement (approx year)	2009
Spare Parts Available?	No	Air Relief Valves Installed?	Yes
Valves Routinely Inspected and Lubricated?	No	Air Relief Valve Maintenance?	No
Bearing Inspected & Lubricated?	No	Maintenance Comments	
Pumps Routinely Dismantled for Inspection?	No	Pipes submerged. Could not do fill and draw	

### LS-Emergency Measures

Existing Emergency Plan?	Yes	Emergency Measures Comments	Generator
Is There a High Water Alarm?	Yes		

### LS-Safety

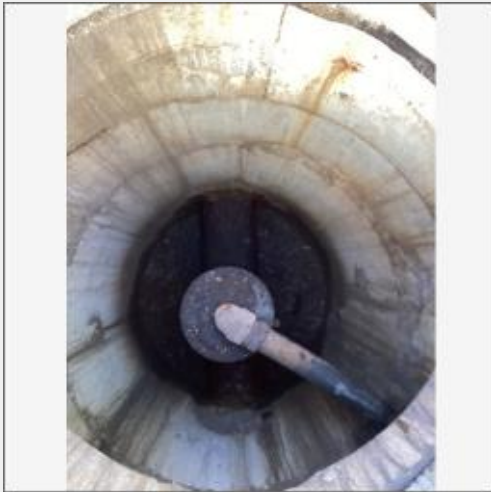
Security Measures In Place to Prevent Public Access?	Yes	Safety Comments	Good
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### LS-Other

Any Visible I/I?	No	Other Comments	None
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### LS-Draw Down Evaluation

Wet Well Shape	Circular	Wet Well Area	28.26 Square Feet
Wet Well Diameter	6.00 feet	Wet Well Area	28.26 Square Feet
Wet Well Length	0.00 feet	Wet well Area Odd Shaped	0.00 Square Feet



ARV #1



Area



Valve Vault Topside



Manhole 22-14



Controls



Wet Well Topside



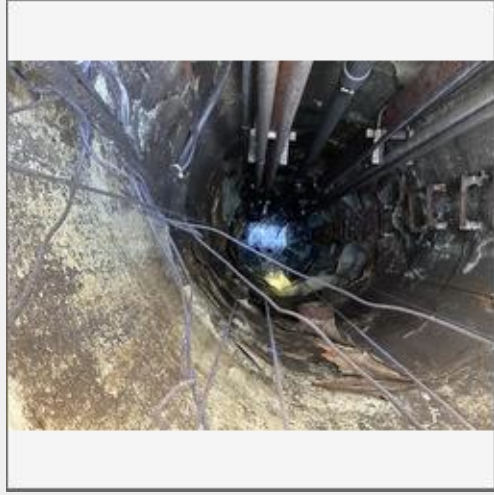
Wet Well Access Hatch



Manhole 28-20D



Electric



Wet Well Topside



Controls



Flow Meter Vault



Valve Vault Access Hatch



Manhole 28-23



Manhole 28-21





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## **REQUEST FOR COUNCIL ACTION**

Referred to Council:	November 17, 2022
Subject:	IT Assessment
Staff Contact:	Brad Wilson/Mike Stenson
Department:	Finance/Administration

**TITLE:** A Resolution Authorizing the City of Wood Dale to Enter into an Agreement With Altruistic Technology for an IT Assessment in an Amount not to Exceed \$25,000

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

Committee Vote – 6-0

### **DOCUMENTS ATTACHED**

- ✓ Resolution
- ✓ Agreement

### **STRATEGIC PLAN ITEM**

- Yes
- No

**RESOLUTION NO. R-22-65**

**A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO  
ENTER INTO AN AGREEMENT WITH ALTRUISTIC TECHNOLOGY  
FOR AN IT ASSESSMENT IN AN AMOUNT NOT TO EXCEED \$25,000**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks Altruistic Technology for the IT Assessment; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of Altruistic Technology, the Mayor and the City Council find Altruistic Technology is the most qualified firm to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 17<sup>th</sup> day of November, 2022.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 17<sup>th</sup> day of November, 2022.

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Lynn Curiale, City Clerk





## MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into and effective as of October 17, 2022, ("**Effective Date**") by and between **City of Wood Dale** an Illinois government agency with offices at **404 N Wood Dale Rd, Wood Dale IL 60191**, ("**Client**") and **ALTRUISTIC IT, LLC**, an Illinois limited liability company with a principal place of business at **349 W Windsor Dr, Bloomingdale IL 60108** and referred to herein as "**Service Provider**".

### Background

Service Provider is engaged in the business of providing services in the field of information technology. Client desires to retain the services of Service Provider as an independent contractor (and not as an employee) and Service Provider desires to provide such services, upon the terms and conditions set forth herein.

"**Client Affiliates**" shall mean all current or future companies or entities that now or that are in the future: (a) controlled by; (b) under common control with; or (c) controlling the Client, wherein "**control**" means possession directly or indirectly of the power to direct or cause the direction of management or policies of an entity through the ownership of at least 50% of the voting securities, by contract, or otherwise.

### Agreement

Therefore, in consideration of the services to be provided to Client by Service Provider, the payments to be made to Service Provider by Client, and the other promises set forth below, Client and Service Provider agree as follows:

1. **Description of Services; Statements of Work.** Service Provider shall render "Services" and provide qualified technical personnel (regardless of his or her employee or contractor status in relation to Service Provider, each a "Consultant") to Client, as set forth in one or more Statements of Work (each a "SOW"). The terms of this Agreement apply to each SOW executed pursuant to this Agreement, including any SOWs attached to this Agreement at its execution. Unless otherwise specified, terms in a SOW apply only to Services performed under that SOW.

The procedure for executing a SOW is as follows: (a) either party may prepare a SOW; (b) all SOWs (including any SOW attached to this Agreement) must be signed by both parties to be effective; and (c) the SOW must refer to the Agreement between the parties pursuant to which the SOW is executed. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing and such change shall not become effective unless and until it is set forth in a SOW executed by both parties.

If there is any conflict between the provisions of this Agreement and a SOW with respect to the Services to be performed by Service Provider, the provisions of the Agreement shall control; provided, however, that the conflicting term(s) or condition(s) of the SOW shall control if with respect to such term(s) and/or condition(s) the SOW specifically identifies the term(s) and/or condition(s) of the Agreement to be amended by Section number, and indicates the parties' specific intent to amend such term(s) and/or condition(s).

2. **Consultants.**



- a. Status and Abilities. The Consultants shall be employees or subcontractors of the Service Provider and shall not be employees or contractors of Client. Service Provider shall be solely responsible for all actions, inaction or omissions of the Consultants. Service Provider shall manage and direct the Consultants in their performance of all Services.
- b. Supervision. Subject to the terms of this Agreement and all applicable SOWs: (i) Service Provider has the sole and exclusive right to control and direct the manner and means by which Service Provider's personnel render the Services; and (ii) Service Provider shall arrange for Service Provider's personnel to perform the duties at any time or pursuant to any schedule, provided that the Services are completed within the time periods (including any interim time periods) indicated within the description of the Services; and (iii) Service Provider shall have no obligation for Service Provider's personnel to follow any particular sequence in performing the Services.
- c. Replacement of Consultants. Client may reasonably request that the Service Provider replace a Consultant performing Services under this Agreement. Service Provider shall thereupon use commercially reasonable efforts to replace the Consultant with a Consultant reasonably satisfactory to Client.
- d. Insurance and Benefits of Consultants. Service Provider, or as applicable, Service Provider's subcontractors, shall bear and be solely responsible for (i) paying all wages (including overtime pay), benefits and other compensation to which the Consultants may be entitled to receive in connection with performing the Services and (ii) withholding, reporting and paying all applicable payroll taxes and contributions, including without limitation federal, state and local income taxes, social security taxes, employment and unemployment compensation taxes, Medicare and workers' compensation. Client shall not withhold any taxes in connection with the compensation ultimately to be paid to Consultants by Service Provider in relation to their performance of the Services. Such payments shall be the sole responsibility of Service Provider, or as applicable, Service Provider's subcontractors, and Service Provider agrees to file, or, as applicable, to cause its subcontractors to file, all required forms and make all required payments appropriate to each Consultants' tax status when and as they become due. Service Provider, or as applicable, Service Provider's subcontractors, shall bear the cost of, and be solely responsible for, obtaining and maintaining all necessary insurance coverage and benefits for each Consultant including, without limitation, workers' compensation, disability, general liability and other insurance and benefits to which such Consultant(s) may be entitled. Service Provider agrees that Service Provider is solely responsible for payments related to any retirement benefits or other welfare or pension benefits to which Service Provider's Consultants are entitled. Service Provider agrees and acknowledges that no Consultant is entitled to participate in any of the benefits provided to Client employees (including additional pay or time off for Client holidays or vacations) nor in any employee benefit plans, arrangements or distributions of Client. Service Provider shall be responsible for providing Service Provider's own insurance coverage to protect Service Provider from any claims made against Service Provider including those that may arise from the Services rendered pursuant to this Agreement.



3. **Fees and Expenses.**

- a Service Provider shall be compensated for Services performed under this Agreement at the rates, and subject to the terms and conditions, set forth in each SOW.
- b Where the Services are provided on a time and materials basis the fees payable for the Services shall be calculated in accordance with Service Provider's fee rates for the Consultants assigned to perform the Services as may be set forth in the applicable SOW and the parties agree that after the initial 12 months of the Term, for Services provided on a time and materials basis, Service Provider may increase its standard fee rates specified in the applicable SOW upon written notice to Client; provided, that (i) such increases occur no more frequently than once per contract year of the Term; and (ii) the amount of such increase shall not exceed eight percent.
- c Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable SOW. The total price shall be paid to the Service Provider in the amount and manner set out in the applicable SOW.
- d Client agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services [that have been approved in advance in writing by Client.

4. **Billing and Payment.** Service Provider will submit separate invoices for each SOW to Client as per the payment schedule established in the SOW. To the extent expenses may be billed, the invoice shall also include an itemization of all expenses for which reimbursement is to be made. Client may withhold from any payment any amount incorrectly invoiced or in dispute. Payments on undisputed charges shall be due thirty (30) days after Client's receipt of the invoice.

5. **Acceptance of Services.**

- a General. All Services and Deliverables delivered described in any SOW ("**Deliverables**") by the Service Provider pursuant to this Agreement and the attached Schedules shall be subject to acceptance by Client.
- b Acceptance Criteria. Each Deliverable shall be subject to acceptance testing by Client to verify that the Deliverable satisfies the acceptance criteria, if any, mutually agreed to in writing by the parties and set forth in the applicable Schedule.
- c Acceptance Testing. If elected by Client, acceptance testing for any Deliverable shall commence within five (5) days of the date on which Service Provider notifies the Client Project Manager, in writing, that the Deliverable has been satisfactorily completed, in Service Provider's opinion, and is ready for acceptance testing by Client. Acceptance testing shall continue for the period of time specified in the acceptance criteria or, if no such time period has been agreed upon by the Parties, for a period of fifteen (15) days (the "Initial Acceptance Period"). In the event that any Deliverable does not conform to the acceptance criteria within the Initial Acceptance Period, Client shall give Service Provider written notice thereof. Client shall cooperate with Service Provider in identifying in what respects the Deliverable has failed to conform to the criteria. Service Provider shall promptly correct any deficiencies that prevent such Deliverable from conforming to the criteria. If the Deliverable does not conform to the acceptance criteria



within fifteen (15) days after the end of the Initial Acceptance Period, Client may do any one or more of the following:

- i. extend the period of time for Service Provider to make corrections.
- ii. direct Service Provider to use a third party to make the necessary corrections at Service Provider's expense after reasonable consultation with Service Provider.
- iii. after reasonable consultation with Service Provider, accept the Deliverable in its non-conforming condition and reduce Service Provider's charges for the Deliverable by an amount which the Parties, cooperating in good faith, determine reasonably reflects its reduced value; or
- iv. terminate one or more of the applicable Schedules for cause, in whole or in part, as of a date specified in a written notice of termination from Client to Service Provider and without financial liability or obligation. In the event of such termination, Client shall be entitled to recover an amount equal to all fees paid for the affected Deliverable, plus all fees paid to Service Provider for Services related to the Deliverable and for any other products furnished by Service Provider to Client that were provided in conjunction with the Deliverable and that cannot be utilized effectively or completely by Client without using the Deliverable.

6. **Records; Audit Right.**

- a. Record Keeping. Service Provider shall keep and maintain detailed books of account in support of all chargeable hours/tasks and reimbursable expenses under this Agreement. Such books shall include without limitation a record of the hours worked by each Consultant whose labor is invoiced to Client, which record shall identify the activity to which each chargeable unit of time is attributed.
- b. Audits. During the term of this Agreement and for three (3) years thereafter, Client shall have the right to have a certified public accountant chosen by Client obtain reasonable access during normal business hours to the records of the Service Provider for purposes of auditing labor charges and reimbursements invoiced by Service Provider. Client shall bear the cost of each such audit, provided that if the accountant determines that Service Provider invoiced labor/task charges or reimbursement claims in excess of those actually due Service Provider by five percent (5%) or more with respect to the period audited, Service Provider shall bear the cost of the audit. Service Provider shall promptly reimburse Client for any payment made by Client of any excess charges or claims revealed by the audit.

7. **Equipment, Supplies, and Facilities.** Except to the extent otherwise provided in the applicable SOW, (a) Service Provider shall be solely responsible for procuring, and bearing the expense of, all equipment and supplies required to undertake the Services, and (b) Client shall have no obligation to provide offices, lodging, or other facilities or amenities to Service Provider.

8. **Work Product.** This section shall apply to the extent that a given SOW results in software development, report or specification development, or other creative tasks. Client shall be the exclusive owner and have all right, title and interest in and to any and all reports, data, records, notes, files, plans, proposals, presentations, client lists, other lists, flow charts, spreadsheets, software code, designs, text, imagery, files, discoveries, inventions, documents or other creations (including without limitation patentable discoveries involving computer software or business methodology) that Service Provider through its Consultants has conceived or made or



may conceive or make in the course of or in connection with Service Provider's engagement by Client, including without limitation such matter as any Consultants may have created or conceived on Client's behalf prior to Service Provider's execution of this Agreement (all of the foregoing, collectively the "**Work Product**"). Service Provider agrees that all Work Product shall be "works made for hire" and shall be the exclusive property of Client, and that any and all patents, copyrights and other intellectual property and proprietary rights to such works shall belong exclusively to Client. To the extent that any of the Work Product is not deemed to be a "work made for hire," effective upon creation of such Work Product, Service Provider hereby assigns all right, title and interest in these works to Client without further compensation. Service Provider further agrees, and shall cause each of its Consultants to agree, to execute and sign any and all applications, assignments, or other instruments which Client may deem necessary in order to enable it, at its expense, to apply for, prosecute, and obtain copyrights, patents or other intellectual property or proprietary rights in the United States and foreign countries or in order to transfer to Client all right, title, and interest in said Work Product.

9. **Incorporation of Third-Party Software.** If, in the development of software or other materials to be provided by Service Provider to Client pursuant to this Agreement, Consultant incorporates elements from a third party's software code, audio/visual/print materials, or data compilation (including without limitation from one or more prepackaged, off-the-shelf software applications, databases, code libraries, clip art collections or the like), Consultant is responsible for obtaining at its own expense all necessary rights, licenses, consents, approvals and authorizations necessary for Client to use such elements in connection with the Work Product.

10. **Confidential Information.**

- a. Service Provider acknowledges that, during the term of this Agreement, Service Provider and its Consultants will have access to, become acquainted with, and/or develop various trade secrets and other proprietary and confidential information which are owned by Client, its affiliates, its suppliers or its clients, and that are used in the business operations of Client, its affiliates, its suppliers or its clients (collectively, "**Confidential Information**"). "Confidential Information" consists without limitation of (i) software, plans, techniques, methodologies, processes, compilations of information, drawings, proposals, presentations, client lists, other lists, job notes, reports, records, specifications and the like, as well as (ii) information concerning any matters relating to the business of Client or its affiliates, any of its suppliers or clients, client contacts, or any other information concerning the business or good will of Client or its affiliates. Client's Confidential Information also includes all Work Product, whether or not embodied or delivered to Client in tangible form.
- b. Without the written consent of the Client, until three (3) years after the termination or expiration of this Agreement neither Service Provider nor any Consultant shall disclose to anyone, or make use of for the benefit of anyone, any Confidential Information of Client. The conclusion of the three-year period shall not alter or diminish Client's other intellectual property or proprietary rights with respect to the Work Product.
- c. Upon termination or expiration of this Agreement, regardless of the reason for termination, Service Provider shall promptly deliver to Client all property or materials in Service Provider's possession, or in the possession of any Consultant that belong to Client or that contain or reflect Confidential Information.
- d. Should either Service Provider or any Consultant breach any of the above covenants, Client shall have the right to immediately terminate this Agreement and/or seek legal and/or equitable relief, including



injunctive relief. It is the intention of the parties that if any court construes any of these covenants or any portion thereof to be illegal, void, or unenforceable because of its duration or scope, such court shall reduce the duration or scope of the covenant or provision, and in its reduced form, the covenant or provision shall be enforceable and enforced.

11. **Term.** The term of this Agreement (the “**Term**”) shall be for a period of three (3) years, beginning on the Effective Date (the “**Initial Term**”). This Agreement shall automatically renew for successive one (1) year periods after the initial Term, unless otherwise terminated as provided in 12. In addition, the term of this Agreement shall be extended, without the action of either party, until completion or termination of all SOWs, provided that no new SOWs may be issued at such time as the Agreement would have otherwise expired. Individual SOWs may contain specific term provisions for that SOW that shall govern the applicable SOW.

12. **Termination.**

a. SOWs.

- i. Client may terminate any one or more SOWs for its own convenience by giving ten (10) days advance notice to such effect, or pursuant to such additional or superseding terms as may be set forth in the applicable SOW(s).
- ii. Service Provider may terminate any SOW for Client's material breach of the SOW or the terms of this Agreement as applied to the SOW, provided that prior to such termination Service Provider shall have given notice to Client of Service Provider's intent to terminate if the breach is not cured, and Client failed to cure the breach within thirty (30) days thereafter.
- iii. In the event of termination for any reason, Client shall be given full access to any Software and/or Work Product for a period of sixty (60) days for purposes of orderly transition.

b. Master Services Agreement.

- i. Either party may terminate this Master Services Agreement for a material breach by the other, provided that prior to such termination the party not in breach shall have given notice to the other party of its intent to terminate if the breach is not cured, and no cure is made by the breaching party within thirty (30) business days thereafter.
- ii. This Agreement may be terminated by either party on thirty (30) days written notice at any time after all SOWs issued hereunder have been terminated or completed for twenty-four (24) months.

13. **Effect of Termination.** Upon giving or receiving notice of termination, Service Provider shall inform Client of the extent to which performance has been completed on each applicable SOW through the anticipated time for termination, and shall immediately take steps to wind down work in progress on each applicable SOW in an orderly fashion during the notice period. As of the date of termination, Client shall be obligated to pay only amounts then accrued as payable to Service Provider for work actually performed, tasks actually completed and/or materials actually accepted by Client. Service Provider acknowledges that at no time shall it have any continuing interest or rights in the assets, proceeds, or goodwill of Client pursuant to this Agreement, and that the duties, obligations and liabilities of Client are only as set forth in this Agreement. Each party's right to terminate this Agreement is absolute, and neither party shall have any liability to the other as a result of its termination of this Agreement in accordance with its terms. All provisions of this Agreement that by their nature give rise to continuing obligations of the parties shall survive the expiration or termination of this



Agreement, including without limitation the terms of Sections 2(d), 3, 4, 5, 6, 7, 8, 10, 13, 14, 15, 16, 19, 25, 26 and 27.

**14. Representations and Warranties.**

a. Service Provider represents and warrants:

- i. Service Provider has the experience and abilities necessary to perform all required Services with a high standard of quality and that: (i) the Services will conform in all material respects with the specifications set forth in this Agreement; and (ii) the Services will be provided to Client on a best efforts basis in a timely, professional, and workmanlike manner with the degree of care and expertise as is standard for the provision of such Services in accordance with industry practices;
- ii. Service Provider has the right to enter into and fully perform this Agreement, and no services, materials, or reports furnished to Client will in any way infringe upon or violate any applicable law, rule, or regulation, or any contract with a third party or any rights of any third party;
- iii. With respect to all individuals that Service Provider assigns under this Agreement or uses to perform the Services, Service Provider will make all appropriate tax payments and tax withholdings for such individuals, and Service Provider has verified that such individuals are legally able to work in the United States and that to Service Provider's best information and belief, Service Provider's third party subcontractors are making all appropriate tax payments and tax withholdings, and have verified that all workers are legally able to work in the United States;
- iv. Service Provider is not utilizing child or illegal immigrant labor, paying unreasonably low wages, or maintaining unsafe working conditions with respect to the Services it is providing to Client or with respect to Consultants assigned to Client, and that to Service Provider's best information and belief, Service Provider's third party subcontractors are not utilizing child or illegal immigrant labor, paying unreasonable low wages, or maintaining unsafe working conditions with respect to the Services;
- v. Service Provider is adequately capitalized and has sufficient reserves to pay all of Service Provider subcontractors, suppliers, Consultants, and other third parties in the ordinary course of Service Provider's business without regard to or reliance upon the payments to be made hereunder by Client;
- vi. Service Provider and anyone performing work on Service Provider's behalf agrees to abide by all of Client's rules and policies relating to conduct while on Client premises, including, but not limited to, those pertaining to workplace harassment and discrimination;
- vii. Service Provider and anyone performing work on Service Provider's behalf understand that this Agreement and performance of work for Client imposes no obligation on Client to offer work to Service Provider or anyone performing work on Service Provider's behalf as a full-time regular employee of Client;
- viii. Each Consultant shall have sufficient knowledge, training, and technical experience to perform the Services required under the applicable SOW;





- ix. Service Provider and each Consultant have not and will not enter into any agreements that will create a conflict of interest or prevent Service Provider or such Consultant from freely performing any of the provisions of this Agreement;
  - x. The Work Product shall be the original work of Service Provider and each Consultant, and shall not infringe upon or violate the intellectual property, proprietary or personal rights of any third party, including, without limitation, third party copyrights, trademark rights, trade secret rights, patent rights, moral rights, or rights of privacy or publicity;
  - xi. Without prior written approval of Client, neither Service Provider nor any Consultant shall incorporate confidential or proprietary information of any person or entity not a party to this Agreement into any materials furnished to Client hereunder, nor without such approval shall Service Provider disclose to Client or induce Client to use any confidential or proprietary information of any person or entity not a party to this Agreement;
  - xii. No software code provided to Client in relation to this Agreement will include any viruses, time bombs, back doors, trojan horses, or other disabling or harmful devices;
  - xiii. Each of Service Provider's Consultants performing the Services shall have timely entered into an agreement binding them, or by other means shall be legally bound, to abide by the terms of sections 8, 9, and 10;
  - xiv. Service Provider agrees that the software, reports, documentation, or other results of the Services shall be fit for their respective intended purpose; and
  - xv. Service Provider complies with all applicable employment-related laws, including tax, wage and hour and nondiscrimination laws, and shall maintain timecards, payroll records, and all other records required by law, for all Consultants.
- b. Client represents and warrants to:
- i. cooperate with Service Provider in all matters relating to the Services and appoint a Client employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of the Client with respect to matters pertaining to this Agreement (the "**Client Contract Manager**");
  - ii. provide such access to Service Provider's premises, and such office accommodation and other facilities as may reasonably be requested by Consultant, for the purposes of performing the Services, it being understood that the Service Provider may perform some or all of the Services remotely; and
  - iii. respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed





in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

15. **Indemnification.** Each party agrees that it shall defend, indemnify and hold harmless the other party and its affiliates, and their respective officers, directors, employees, successors, and assigns, from and against any and all losses, payments, costs, damages, claims, demands, suits, liability, expenses, fines, penalties or judgments (including without limitation actual attorney's fees and expenses) (collectively, "**Expenses**") arising out of or in connection with its own performance under this Agreement, its breach of the representations or warranties herein.

16. **Limitation of Liability.** THE PARTIES EXPRESSLY AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. Each party's liability arising out of or relating to its failure to comply with its obligations hereunder shall not exceed the fees charged by Service Provider. **FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

- a) acts of God;
- b) flood, fire or explosion;
- c) war, invasion, riot or other civil unrest;
- d) actions, embargoes or blockades in effect on or after the date of this Agreement; and
- e) national or regional emergency.

(each of the foregoing, a "**Force Majeure Event**"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

17. **Notices.**

- a. Any notice required or permitted under this Agreement shall be in writing and shall be given by personal delivery or reputable courier service to the recipient's address set forth below, or such other address as a
- b. party may designate through written notice to the other party.



Client:

[Redacted]

Attn:

Service Provider:

Altruistic IT, LLC  
349 W Windsor Dr,  
Bloomington IL 60108  
Attn: Kedar Potdar, with a copy to Legal Department.

- b. Notice given by personal delivery shall be deemed effective on the date it is delivered. Notice by courier service shall be prepaid and shall be deemed to have been given at the time indicated on the courier service's delivery receipt.
- 18. **Independent Contractor.** Service Provider and Client acknowledge that Service Provider is an independent contractor and not an agent, employee, partner, joint venture or representative of Client and neither Service Provider nor any of its employees, officers or agents shall hold themselves out as such. Neither Service Provider nor Client has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other, unless Service Provider and Client expressly agree otherwise in a writing signed by both parties.
- 19. **Solicitation of Employment.** Service Provider and Client agree not to hire or solicit the employment of any of Service Provider or Client's employees during the term of this Agreement and for six (6) months after the termination or expiration of this Agreement.
- 20. **Non-Exclusive Rights.** This Agreement does not grant to Service Provider any exclusive privileges or rights to provide to Client services of any type that Client may require, nor does this Agreement require the purchase of such services by Client. Client may contract with other companies or individuals for the procurement of comparable services or may cause such services to be performed by Client's own personnel.
- 21. **Assignment.** This Agreement shall insure to the benefit of and be binding upon each party and its successors and assigns, including without limitation any entity that may acquire all or substantially all of a party's assets or into which a party may be consolidated or merged. Service Provider may not assign or transfer this Agreement, voluntarily or by operation of law, without the prior written consent of Client, which consent shall not be unreasonably delayed or withheld. Any purported assignment without such prior written consent shall be null and void and have no force and effect.
- 22. **Section Headings.** The headings of the sections of this Agreement are inserted for convenience or reference only and are not intended to be part of, or to effect, the meaning or interpretation of this Agreement.
- 23. **Waiver.** No waiver of any term, right or condition of this Agreement shall be valid unless it is set forth in a writing duly executed by both parties. No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement will be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of the Agreement. No single waiver will constitute a continuing or subsequent waiver.



24. **Reformation and Severability of Agreement.** If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that each party shall have the obligation to perform reasonably alternatively to give the other party the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Agreement shall be given full effect, and the invalid or unenforceable provision shall be deemed to have been deleted.
25. **Applicable Law; Jurisdiction and Venue.** The construction, interpretation and performance of this Agreement and all transactions under it shall be governed by the laws of the State of Illinois, exclusive of its conflicts of law's provisions. The parties agree that the exclusive jurisdiction and venue for any action relating to this Agreement shall be in the federal or state courts with jurisdiction encompassing DuPage County, Illinois, and the parties hereby consent to such jurisdiction and venue.
26. **Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written commitments and understandings of the parties. Neither this Agreement nor any SOW hereunder may be changed or amended except by a writing executed by both parties.
27. **Executed Originals; Counterparts.** The parties agree that digitally signed, scanned or faxed copies of this Agreement and any Exhibit attached hereto shall be deemed to have the same legal force and effect as the original signed version. This Agreement may be executed in one or more counterparts.

**[Remainder of the page intentionally left blank. Signature page to follow]**



In Witness Whereof, the parties hereto have caused this Master Services Agreement to be executed by their duly authorized representatives as of the date hereof.

<b>City of Wood Dale (Client)</b>	<b>Altruistic IT LLC (Service Provider)</b>
Authorized Signatory	Authorized Signatory
<b>Name:</b>	<b>Name:</b> Kedar Potdar
<b>Title:</b>	<b>Title:</b> Co-Founder & Principal Consultant
<b>Date:</b>	<b>Date:</b> 10/17/2022



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: November 17, 2022  
Subject: Rental Residential Program Code Amendments  
Staff Contact: Staci Springer, Community Development Director  
Department: Community Development Department

**TITLE:** An Ordinance Amending The Municipal Code Of The City Of Wood Dale Amending Article XVI Residential Rental Property Regulations

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

9/8/22 Committee Vote – 7 to 0

At the conclusion of the Committee discussion, it was agreed that Staff would work with the Aldermen to review questions and concerns. Staff prepared written responses to the questions and have discussed the results of staff research on the issues raised. In response thereto, the text amendment contains the following additional revisions.

- Change all references to “Rental Residential” in the text to “Residential Rental.”
- Delete enforcement provisions against tenants.
- Place the burden of enforcement and fines on the property owner.

Updated copies of the proposed text amendment are attached in both clean and blacklined format.

### **RECOMMENDATION:**

Staff recommends approval of the attached amendments to Chapter Six, Article XVI of the Wood Dale Municipal Code regarding the Rental Housing Program.

### **BACKGROUND:**

Wood Dale currently requires fees for the rental housing program to be paid by December 31<sup>st</sup> for the following year. For example, rental program applications and fees for calendar year 2022 were due by December 31, 2021. Wood Dale is divided into 6 geographic zones for residential rental inspection purposes. The proposed

change would require applicants to register and pay at the beginning of the two-month inspection timeframe for their geographic zone.

This process would mirror how applications, fees, and inspections are handled for the Commercial Occupancy Certificate Program. It also eliminates the end of the year rush to process applications. Collecting the applications/fees and conducting the inspection within the same two-month timeframe will create a clear nexus between the fee being paid and the inspection, or service, being provided.

**DOCUMENTS ATTACHED**

- ✓ PZB Committee Packet – September 8, 2022
- ✓ PZB Committee Minutes – September 8, 2022
- ✓ Ordinance approving Text Amendment
- ✓ Proposed Code Language (Blacklined)
- ✓ Proposed Code Language (Clean)

**STRATEGIC PLAN ITEM**

- Yes
- No



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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: September 8, 2022  
Subject: Update to Rental Housing Program  
Staff Contact: Staci Springer, Community Development Director  
Department: Community Development

**TITLE:** Update to Chapter Six, Article XVI of the Wood Dale Municipal Code to Reflect Updates to the Rental Housing Program/Residential Rental Property

### **RECOMMENDATION:**

Staff recommends updating Chapter Six, Article XVI of the Wood Dale Municipal Code to reflect updates to the Rental Housing Program/Residential Rental Property. Code updates will accurately reflect the current practices of the Rental Housing Program.

### **BACKGROUND:**

Historically, the City of Wood Dale has required all residential rental properties to be registered (application and payment) by December 31<sup>st</sup> for the following year. Following registration, rental owners are notified of their inspection window, which could be anytime during the calendar year and is usually many months after payment is made. Inspections are scheduled by geographic area. After completing a satisfactory inspection, owners are issued their license. While scheduling inspections by a geographic area is effective for administrative purposes, the annual registration and payment system does not match the staggered inspection approach.

### **ANALYSIS:**

With the implementation of EnerGov and the continued desire to improve existing processes for both citizens and staff, staff is recommending changes to the rental residential code to mirror the Commercial Occupancy Certificate Program. The changes would include dividing rental properties into six rental zones based on location and aligning the registration application and payments to match the assigned zone. Registration materials and payments would be due on the first day of the assigned zone period shown below.

- Zone 1 – January/February
- Zone 2 – March/April
- Zone 3 – May/June
- Zone 4 – July/August
- Zone 5 – September/October
- Zone 6 – November/December

(Note: These zones mirror the Commercial Occupancy Certificate (COC) dates)

The chart below shows the number of rental units in each zone.

<b>Zone</b>	<b>Approximate Number of Rental Units</b> (as of 4/20/2022)
1	228*
2	187
3	134
4	124
5	46
6	185
<i>* This number includes the Orchard Lakes apartments.</i>	

This shift to a rolling renewal period would eliminate the rush at the end of the year and allow for better tracking and compliance. Rental properties that are not in compliance by their specified date will still be subject to late fees and/or additional fines and administrative adjudication.

Secondly, applicants will no longer receive a Temporary Certificate as the application/ renewal and fee will serve as the temporary approval. Following a satisfactory rental inspection, a certificate will be issued and will be available through the self-service portal.

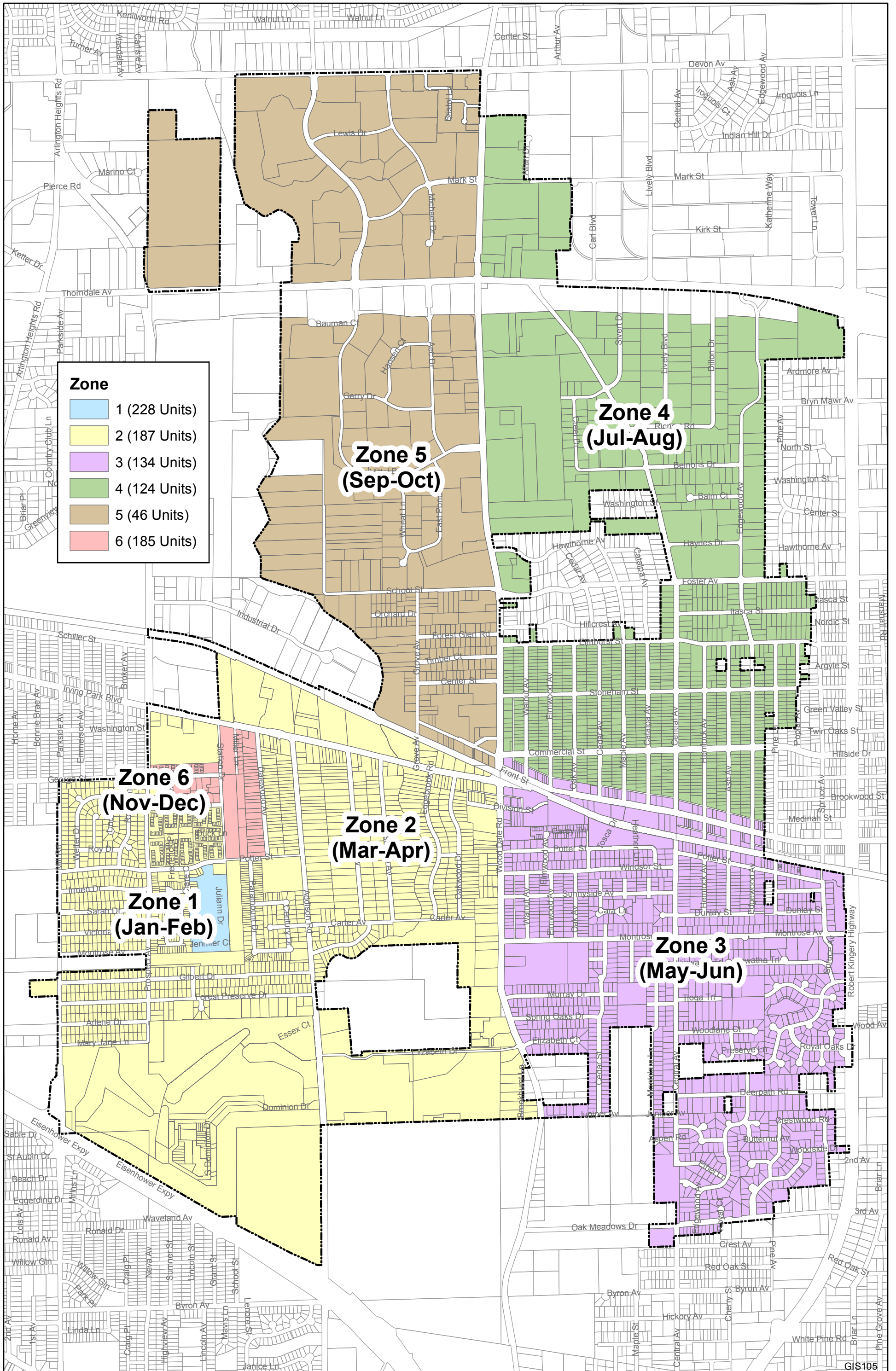
Since property owners (and tenants), are accustomed to the current rental registration process, they would be notified as soon as possible after the amendment is adopted.

**DOCUMENTS ATTACHED**

- ✓ Zone Map
- ✓ Proposed Code Language (Blacklined)
- ✓ Draft Ordinance



# Rental Zones



**6.1601. Purpose**

**6.1602. Provisions Of Inspection Rights And Penalties; [Rental Zones Established](#)**

**6.1603. Rules And Definitions**

**6.1604. Registration Required**

**6.1605. Registration Application And Requirements**

**6.1606. Inspection Requirements; ~~Temporary Certificate~~; Registration Issuance Or Denial**

**6.1607. Registration; Suspension And Revocation**

**6.1608. Owner Responsibility**

**6.1609. Leases And Rental Agreements**

**6.1610. Inspection Access**

**6.1611. Enforcement**

**6.1612. Violations**

**6.1613. Penalty For Violation**

**6.1614. Fees (Rep. by Ord. O-18-024, 7-19-2018)**

**6.1615. Effective Date**

**Sec. 6.1601. Purpose.**

The purpose of this article is to provide for the registration and inspection of rental residential property so as to protect the public health, safety and welfare of the people of the City of Wood Dale including:

- A. To protect the public health and safety by ensuring rental units comply with minimum housing standards of City ordinances;
- B. To protect the character and stability of residential areas, to prevent congestion of population, to facilitate the suppression of disorder and to ensure the quiet enjoyment of property by all people of the City, particularly in residential areas;
- C. To correct and prevent housing conditions and situations that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well being of persons occupying dwellings in residential areas, including the neighboring residents;
- D. To prevent the overcrowding of dwellings by requiring compliance with minimum space standards per occupant for each dwelling unit;
- E. To facilitate the enforcement of minimum standards for the maintenance of existing residential buildings and thus to prevent slums and blight;
- F. To preserve the value of land and buildings throughout the City.

G. To foster the peaceful enjoyment of all residents. (Ord. O-07-001, 1-4-2007; amd. Ord. O-20-010, 4-16-2020)

**Sec. 6.1602. Provisions Of Inspection Rights And Penalties/Rental Zones Established.**

This article shall not be construed as to restrict the right of this City to inspect any property nor to seek penalties for violations of other provisions of this Code. (Ord. O-07-001, 1-4-2007)

For the purposes of this article, and for the conduct of rental residential inspections, the City is divided into geographic rental zones, and applications, renewals and inspections will be based on the timeframe established for each zone, also referred to as the zone period.

A rental residential registration is valid for one year with an expiration date as identified on the registration. It is the responsibility of the registration holder to renew the rental registration prior to its expiration each year. The expiration of a rental registration shall be based on the geographic location of the premises, wherein a map of the geographic areas identifying the zones to be used in the administration of this article will be published and retained by the Development Administrator.

All applications, payments and inspections are due on the first day of the zone period where the property is located.

Any property for which the owner determines to provide rental residential use, shall be immediately registered with the City, notwithstanding the zone in which the property is located. Subsequent registration or registration shall follow the zone period.

Rental residential properties that are not in compliance by the end of the zone period for the property will be subject to late fees and/or additional fines and administrative adjudication.

**Sec. 6.1603. Rules And Definitions.**

A. The language set forth in the text of this article shall be interpreted in accordance with the following rules of construction:

1. The singular number includes the plural number and the plural the singular.
2. The word "shall" is mandatory; the word "may" is permissive.
3. The masculine gender includes the feminine and neuter.

B. Whenever, in this article the following words and phrases have been used, they shall, for the purposes of this article, have the meanings respectively ascribed to them in this subsection, except when the context otherwise indicates:

CODE OFFICIAL: The ~~City Housing Officer~~ Development Administrator or his designee.

CONDITIONAL REGISTRATION: A limited approval of the premises for a period of up to six (6) months when a property cannot fully comply with all the applicable requirements of the City of Wood Dale due to special circumstances (e.g., weather conditions, unavailability of required materials or services, or other circumstances approved by the Code official).

MULTIPLE-FAMILY RENTAL RESIDENTIAL PROPERTY: Rental residential property with two (2) or more dwelling units.

PREMISES: A lot, plot or parcel of land including the interior and exterior of any structures thereon.

PROPERTY AGENT: A person, operator, firm, partnership, corporation, or other legal entity designated in writing by the property owner to the Code official to manage a rental residential property including the authority to receive notices or citations.

RENTAL RESIDENTIAL PROPERTY: Residential structures or individually titled dwelling units let or intended to be let for rent or lease, including single-family detached structures, and structures being used for short-term rentals, being defined as any rental period of less than thirty (30) days, or being used as an Airbnb or other similar sharing of residential accommodations for gain or profit.

TENANT: An occupant of rental residential property, regardless of the duration of such tenancy or whether there exists any written lease or similar documentation, including any individual(s) participating in a short-term rental, Airbnb or other similar sharing of residential accommodations for gain or profit.

C. Words or phrases as used in this article and not defined in this section shall be defined as provided by the City of Wood Dale's current Property Maintenance Code, current Building Code, and current Unified Development Code. (Ord. O-07-001, 1-4-2007; amd. Ord. O-10-017, 10-21-2010; Ord. O-20-010, 4-16-2020)

#### **Sec. 6.1604. Registration Required.**

A. It is unlawful for any person, firm, partnership, corporation, or other legal entity to operate, maintain or offer to rent within the City of Wood Dale a rental residential property or property used for lodging accommodation for which remuneration or compensation is received by the Property Owner or a Representative of the Property Owner, including short-term rental, Airbnb or other similar sharing of residential accommodations for gain or profit, whether vacant or not, without first applying for a rental residential property registration, or having secured and maintained such registration, obtaining a registration or a temporary certificate as provided in this article. Application for a rental residential registration shall serve as temporary authority to operate as a rental residential property, if authorized by the Code Official, pending inspection and full registration.

B. It is unlawful for a person to occupy a rental residential property, or for any owner or property agent to allow anyone to occupy as rental residential property a property or unit thereof which is not registered or which is without a temporary authority to operate as same certificate as provided in this article.

C. It is unlawful for any person, firm, partnership, corporation, or other legal entity to offer for rent or to occupy any vacant dwelling unit or any dwelling unit that becomes vacant in a rental residential property which is not registered or for which a registration is revoked or is under suspension.

D. This article shall not apply to the following structures, unless said property is also being used to provide temporary lodging or accommodation, short-term rental, Airbnb or other similar sharing of residential accommodations for gain or profit:

1. Owner occupied residential dwelling units, unless said unit is also being used to provide temporary lodging or accommodation, short-term rental, Airbnb or other similar sharing of residential accommodations for gain or profit;



2. Residential buildings or dwelling units which are vacant and which are not intended to be let for rent;

3. Hotels, motels, and other structures which rent rooms to occupants which are primarily transient in nature;

4. Dwellings, buildings, structures and uses registered and inspected by the State or the Federal government, including, but not limited to, nursing homes, retirement centers, rest homes, etc.;

5. Dwellings, buildings, structures and uses owned by other governmental agencies and public housing authorities.

E. A registration or a temporary ~~allowance for use as a certificate for a~~ rental residential property cannot be transferred to another rental residential property nor a succeeding owner. (Ord. O-07-001, 1-4-2007; amd. Ord. O-20-010, 4-16-2020)

### **Sec. 6.1605. Registration Application And Requirements.**

A. Each applicant for a registration to maintain a residential property for the purpose of renting it to others shall file a written application with the Code official stating:

1. The full legal name, address, and home and work telephone numbers of each and every owner;

2. If the residential property is held in a trust, state the name, address, work phone number of the trustee and each beneficial interest holder;

3. The address of the rental residential property;

4. The number of dwelling units within the rental property;

5. The name, address, and phone number of any management company retained as property agent for the property and the name, address, and phone number of the person specifically assigned to the rental residential property;

6. The name and twenty four (24) hour phone number or numbers of a responsible person who, in emergency situations, will be available on a twenty four (24) hour basis and who has the authority to make repairs as needed;

7. The name and phone number of ~~each the~~ tenant of the rental residential property.

B. Whenever there is a change in the ownership of a rental residential property or the owner's property agent, the owners shall within thirty (30) days of such changes, file an updated written notice with the Code official indicating such changes. (Ord. O-07-001, 1-4-2007)

C. Each application for a new registration or a renewal of an existing registration shall be accompanied by a fee as specified in the master fee schedule. All such fees shall be payable at the Offices of the Community Development Department.

D. All registration fees shall be due and payable upon submission of the registration application or renewal forms. All registrations shall expire every year as identified on the rental registration. ~~December 31. For a renewal registration a~~ All renewal registration fees that remain unpaid ~~after~~ after the first day of the zone period ~~December 31~~ shall be assessed a late payment fee as specified in the master fee schedule. This late payment fee shall be in addition to the registration fee. (Ord. O-18-024, 7-19-2018)

E. No permits for any structural, mechanical, electrical, or plumbing alterations or repairs, or any remodeling, shall be granted to rental residential properties unless the property has a valid rental registration, or the work requiring a permit is to bring the property into compliance with property maintenance, zoning and building requirements so that a rental registration can be issued. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1606. Inspection Requirements; ~~Temporary Certificate~~; Registration Issuance Or Denial.**

A. Upon submission of a completed application for a new registration ~~or a registration renewal~~ for any rental residential property and the payment of all required fees, an inspection of the rental residential property shall be scheduled by the applicant with the Code official to occur within two (2) weeks.

B. Upon receipt of a completed application for a registration or a registration renewal for any rental residential property, including the payment of all required fees and the scheduling of a required registration inspection, the property is authorized to be used as a rental residential property ~~Code official shall issue a temporary certificate indicating that a registration has been duly applied for, and that such~~ R-registration shall be issued or denied after the property has been inspected for compliance with applicable City codes. A temporary use of the property as a rental residential property certificate, as issued, shall authorize continued occupancy of the rental residential property pending the issuance or denial of the applied for registration. The temporary allowance of use of the property certificate shall be valid until ~~may continued until~~ the scheduled date of the registration inspection, and following the registration inspection until the date of reinspection issued by the Code official or his designee. However, in no case shall a temporary use of the property as a rental residential property certificate be valid for longer than one hundred twenty (120) days.

C. A registration inspection of rental residential property shall include the premises and, in the case of multi-family rental residential property, a percentage of the individual dwelling units with a minimum of at least one dwelling unit. The Code official or his designee shall determine which dwelling units are to be inspected.

D. When a registration inspection of a rental residential property reveals any violations of applicable codes, a compliance time frame will be set by the Code official. In establishing a compliance time frame, the Code official shall determine the reasonable minimal time necessary to correct the violations based upon the number and severity of the violations. The Code official shall provide notice by personal service or send notice to the property owner or the listed property agent by certified mail, return receipt requested regular U.S. mail at the last address provided on the most recent registration application. Such notice shall include the following:

1. Description of the property sufficient for identification;
2. A statement listing the violations of applicable codes;
3. A statement of the date upon which the registration reinspection will occur; and
4. An explanation that if upon completion of the registration reinspection the requirements of applicable City codes have not been met, then a written denial of the registration and a revocation of the temporary use certificate may be issued.

E. A registration reinspection shall be conducted at the end of the compliance time frame. Upon completion of the registration reinspection of the rental residential property, the Code official shall:

1. Approve the registration if the rental residential property meets the requirements of applicable City codes; or

2. Approve a conditional registration if the property cannot be fully registered due to special circumstances; or

3. Issue a written denial of the registration and revoke the temporary [use permitted by the filing of the application for registration certificate](#) if the requirements of City codes have not been met. The written denial shall specify the defect(s) that remain and shall be transmitted by [certified mail, return receipt requested, to the owner or property agent identified by the applicant.](#) ~~regular U.S. mail to the applicant.~~

F. A conditional registration may be issued for a term not exceeding six (6) months to those rental properties which cannot be fully registered due to special circumstances (e.g., weather conditions, unavailability of required materials or services, or other circumstances approved by the Code official). Any property which has not met the requirements of the applicable City codes by the end of the conditional registration term shall be considered unregistered.

G. A [rental residential property dwelling unit](#) which is in total compliance at the time of the registration inspection shall receive a registration to replace the temporary certificate. If said property remains in compliance and no violations occur within the period covered by the registration and the tenants do not change during the registration period, a one year extension of the registration may be given, with no additional inspections being required, provided a registration renewal fee is paid. If any violation occurs, then an additional inspection may be required.

H. If during a registration inspection any dwelling unit is determined to be unfit for occupancy as specified in the City's Property Maintenance Code, an additional number of the dwelling units in the subject rental residential property will be inspected. The number of units to be inspected shall be determined by the Code official. If similar violations are observed in the additional dwelling units, the entire rental residential property will be subject to inspection. Any unit found unfit for occupancy shall be subject to the enforcement procedures contained in the City's Property Maintenance Code.

The number of dwelling units to be inspected per registered [rental residential property building](#) shall be determined by the Code official. The dwelling units to be inspected shall be selected by the Code official. (Ord. O-07-001, 1-4-2007)

I. All additional inspections made necessary because of cited violations not being corrected at the time of the initial registration reinspection, access is denied, or when the owner/tenant is not ready for a scheduled inspection, shall be subject to a fee as specified in the master fee schedule, except that a single reinspection will be conducted at the end of the conditional registration term without added fees for the purpose of determining compliance. The conditional registration and the full rental residential registration shall not be issued and the property shall not be considered properly registered until all reinspection fees are paid. (Ord. O-18-024, 7-19-2018)

J. Applications for registration renewals shall be made in the same manner as for new applications except that such applications shall state thereon such fact. (Ord. O-07-001, 1-4-2007)

## **Sec. 6.1607. Registration; Suspension And Revocation.**

A. A registration may be suspended when any violation of applicable City codes has been identified by the Community Development Department and the property owner has been properly notified of the violation and given a reasonable period of time in which to correct the violation, but has failed to do so. A registration may also be suspended when any information provided in the registration application is determined by the Code official to be false.

B. When an inspection of a registered rental residential property reveals any violations of applicable codes, a compliance time frame will be set by the Code official using the standard as set forth in this article. The Code official shall provide notice by personal service or send notice to the property owner or the listed property agent by certified regular U.S. mail, return receipt requested at the last address provided on the most recent registration application. Such notice shall include the following:

1. Description of the property sufficient for identification;
2. A statement listing the violation(s) of applicable codes;
3. A statement indicating the date upon which a reinspection will occur; and
4. An explanation that if upon completion of the reinspection the requirements of applicable City codes have not been met, then the registration for the rental residential property shall be suspended.

C. A reinspection will be conducted at the end of the compliance time frame. If the Code official finds that the requirements of applicable City codes have not been met upon the completion of such reinspection, then the registration for the rental residential property shall be suspended.

D. When a registration is suspended, the Code official shall send notice to the property owner or the listed property agent at the last address provided on the most recent registration application. Such notice shall be sent by certified mail, return receipt requested. The notice shall include the following:

1. Description of the property sufficient for identification;
2. A statement of the reasons for the suspension;
3. An explanation of the property owner's right to appeal the suspension;
4. If the property owner changes his address or changes property agents and fails to notify the Community Development Department, such notice shall be sufficient if sent by certified mail to the owner or his property agent's last address provided on the last registration application.

E. A property owner whose registration has been suspended may request a reinspection prior to revocation. If, upon reinspection, the Community Development Department finds that the registered property in connection with which the notice was issued is now in compliance with this article, then the Code official may reinstate the registration. The request for a reinspection shall not stay the revocation of the registration unless the Code official grants such request pursuant to a showing of good cause by the property owner.

F. Any property for which person whose registration has been suspended shall be entitled to appeal the suspension to the City Council by filing a petition within twenty (20) days after the date of suspension. The Code official shall transmit to the City Council copies of all records and notices upon which the suspension is based. A hearing shall be scheduled as soon as practical



upon receipt of a timely petition. The City Council in considering any such petition may immediately revoke the registration, continue the suspension to a definite compliance date with revocation being the penalty for noncompliance, or dismiss the charges and reinstate the registration.

G. A registration may be revoked when a petition for appeal has not been filed within twenty (20) days following the date of issuance of an order of suspension, or, if the suspension is sustained after appeal. A registration may also be revoked when in the opinion of the Code official emergency conditions exist in a rental residential property that require the immediate vacating of a structure as specified in the City's Property Maintenance Code.

H. A registration which has been properly revoked as provided in this section shall not be reinstated. The property owner may, however, obtain a new registration after all violations have been corrected and by following the procedures for obtaining a new registration and payment of appropriate fee as set forth in this article.

I. If a registration is revoked without having the opportunity of a suspension hearing, the property owner has the right to appeal the revocation. Such appeal shall conform to subsection F of this section. Such an appeal shall operate as a stay of the revocation until such time as the City Council renders a decision on the appeal. (Ord. O-07-001, 1-4-2007)

J. Whenever a temporary [allowance for use of the property certificate](#) or registration is revoked, the Code official shall send notice to the property owner or the listed property agent at the last address provided on the most recent registration application. Such notice shall be sent by certified mail, return receipt requested. The Code official shall also notify all tenants of the rental residential property by posting a notice on all entrances to the rental residential structure. The notice to the tenants shall include the following:

- 1) You are hereby notified that the temporary certificate or registration for this structure has been revoked pursuant to this chapter of the City of Wood Dale Municipal Code.
- 2) You must vacate this structure within 60 days of the date of this notice.
- 3) If you fail to vacate this structure, you will be in violation of the City of Wood Dale Municipal Code and subject to a fine of up to \$750 for each day you are in violation.

K. Whenever an owner or property agent of a rental property fails to register such property with the Community Development Department, the Code official shall notify all tenants of the rental property by posting a notice on all entrances to the rental property indicating the following:

- 1) You are hereby notified that the owner or the agent of this rental structure has failed to register this rental property with the City of Wood Dale in violation of the City of Wood Dale Municipal Code.
- 2) You must vacate this structure within 60 days of the date of this notice.
- 3) If you fail to vacate this structure, you will be in violation of the City of Wood Dale Municipal Code and subject to a fine of up to \$750 for each day you are in violation.

(Ord. O-18-024, 7-19-2018)

### **Sec. 6.1608. Owner Responsibility.**

A. The owner of a rental residential property shall maintain a record for each property with the full legal names of every tenant in each dwelling unit.

B. The owner or property agent of a rental residential property shall provide each tenant with the name and telephone number of a responsible person who, in emergency situations, will be available on a twenty four (24) hour basis and who has the authority to make repairs as needed.

C. The owner of a rental residential property shall inform each tenant in writing, prior to occupancy, of the maximum number of persons allowable by the occupancy standards of the City Property Maintenance Code as amended. This number shall be determined by the Code official. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1609. Leases And Rental Agreements.**

A. All rental agreements, leases, and renewal agreements shall be in writing, signed by the tenant.

B. Each rental agreement, lease or renewal agreement shall contain the following provision:

*The tenant(s) is hereby notified that, upon proper notice, the City of Wood Dale may conduct annual inspections with the consent of the tenant, solely for purposes of compliance with the City of Wood Dale Rental Residential Property Ordinance and other relevant provisions of the City Code.*

C. Except as provided herein, this article is not intended to affect the rights and obligations of the parties to a lease or rental agreement for a rental residential property. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1610. Inspection Access.**

If any owner, property agent, occupant or other person in control of a rental residential property or a dwelling unit contained therein fails or refuses to consent to free access and entry to the property or dwelling unit under his control for any inspection pursuant to this article, the Code official or his designee may apply to the Circuit Court for a search warrant or other appropriate court order authorizing such inspections. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1611. Enforcement.**

It shall be the duty of the Community Development Department to enforce the provisions of this article as authorized by this Code and the current Property Maintenance Code as adopted and amended from time to time by the City of Wood Dale. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1612. Violations.**

The following shall constitute violations of this article:

A. Failure of the owner or owners of the rental residential property to register such property with the City;

B. Failure of the occupants of the rental residential property to vacate such property within sixty (60) days after receiving notice from the Code official that such property is not properly registered or that the registration or temporary certificate has been revoked;

C. Failure of the owner or owners of the rental residential property to vacate all tenants from such property within sixty (60) days after the registration or temporary [use of the property pursuant to the filing of an application certificate](#) has been revoked;

D. Failure of the owner or owners of the rental residential property to maintain the structure and premises in compliance with applicable building, property maintenance and zoning ordinances;

E. Any person other than one authorized by the Code official who removes or defaces any notices which have been posted pursuant to this article shall be liable for the penalties provided for by this article. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1613. Penalty For Violation.**

Any person, firm or corporation violating any of the provisions of this article, in addition to other legal and equitable remedies available to the City, shall be subject to enforcement as defined in chapter 1, article IV of this Code and penalties as specified in the master fee schedule. (Ord. O-18-024, 7-19-2018)

**Sec. 6.1614. Fees 1 .**

(Rep. by Ord. O-18-024, 7-19-2018)

Notes

1. Refer to the master fee schedule.

**ORDINANCE NO. 20- \_\_\_\_\_**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE  
OF THE CITY OF WOOD DALE AMENDING ARTICLE XVI  
RESIDENTIAL RENTAL PROPERTY REGULATIONS**

**WHEREAS**, the City of Wood Dale is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the City is authorized and empowered, under the Illinois Municipal Code and the Code of Ordinances of the City of Wood Dale (“City Code”), to regulate properties located within the municipal boundaries of the City; and

**WHEREAS**, in furtherance of this authorization, the City has previously adopted regulations requiring the registration of residential rental properties in the City, which regulations have been codified in Article XVI, Chapter 6; and

**WHEREAS**, the City of Wood Dale has recently reviewed the regulations adopted, and has determined that it best serves the City and its residents to amend the regulations, specifically to stagger the time for which residential rental properties must register and be inspected, and more generally to provide an update to current Code requirements, all as set forth in Exhibit A, attached hereto and incorporated herein by reference; and

**WHEREAS**, the Mayor and the City Council of the City of Wood Dale have reviewed the matter herein and have determined that the amendment to Article XVI, Chapter 6 as set forth herein is in the best interests of the City of Wood Dale.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS**, as follows:

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** That Article XVI, “RESIDENTIAL RENTAL PROPERTY SECTION” is hereby amended as shown in Exhibit A.

**SECTION THREE:** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict, expressly repealed.

**SECTION FOUR:** That the City Clerk of the City of Wood Dale be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of Illinois.

**SECTION FIVE:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this \_\_\_ day of May, 2022

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_ day of May, 2022

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Lynn Curiale, City Clerk

Published in pamphlet form \_\_\_\_\_, 2022



September 8, 2022

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## **PLANNING, ZONING AND BUILDING COMMITTEE MINUTES**

Committee Date: September 8, 2022  
Present: Ald. Ames, Ald. Catalano, Ald. Curiale, Ald. Jakab, Ald. Messina,  
Ald. Susmarski, and Ald. Woods  
Absent: None  
Also Present: Manager Mermuys, Sgt. Banaszynski, Director Lange, City Clerk  
Curiale, Treasurer Porch, and Director Staci Springer  
Meeting Convened at: 07:46

### **APPROVAL OF MINUTES:**

Ald. Woods made a motion, seconded by Ald. Jakab , to approve the minutes of the August 11, 2022 meeting as presented. A voice vote was taken, with all members voting aye.

### **REPORT & RECOMMENDATION**

RENTAL HOUSING PROGRAM/RESIDENTIAL RENTAL PROPERTY

### **DISCUSSION:**

Director Springer before she began referenced the handout she passed out before the meeting, and advised it is the newest version of the Rental Housing Program and Residential Rental Property. Changes are in yellow, some wording was changed to (O)fficial and Code Official along with changing out all brand names, such as Airbnb. In summary this item was in the works before she came, and what the intent is-is to revise the text of the residential code section and to really reflect the way that we conduct inspections, which happens by 6 different districts. It is also to change the application and payment deadline to match those of the 6 districts. What is happening now is that the applications had to be in by December 31<sup>st</sup>, so we would get them in all at the same time. When this happened, it would end up taking us 6 to 9 months sometimes to get the inspections done. The changes would be more practical for the staff and it will assist the 900 rental owners, because the payment due date would be closer to when their actual inspections would take place. The program will mirror how we currently handle the commercial occupancy program.

Alderman Jakob inquired that if all the rental owners, and renters, will be notified of the changes. Yes, in the next couple of weeks we will be sending them notice of the changes, so that some of them will know that they don't have to make payment by December 31<sup>st</sup>. Alderman Jakob also inquired if we allow Airbnb type rental units? They would have to come before the CDC to get a special rental permit, and then it would have to be approved by the



September 8, 2022

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City Council. There was a question about section 6.1607 a registration may be suspended when any violation if applicable City codes has been found. Would that pertain if someone said they were renting to 3 people, and it was actually 4 people. This would only happen if we get a complaint and we find that they falsified information in their application that is when this section would come into play if revocation is necessary. Alderman Messina inquired if there is a limit to how many people can occupy a room. Director Springer stated that the ordinance goes by square footage per person. Alderman Jakob requested an addition of the City working more with rental property owners who are having a problem evicting a resident. Director Springer said she would inquire with Mr. Bond if we could do so, and the proper verbiage. The Mayor inquired about who is responsible for the payment of the water bill? We cannot force the owner to pay the water bill, but we do have the ability to shut off the water only to the suspect tenant.

**VOTE:**

Ald. Woods made a motion, seconded by Ald. Jakab, to approve the motion as noted with changes in the language.

Ayes: Ald. Ames, Ald. Catalano, Ald. Curiale, Ald. Jakab, Ald. Messina, Ald. Susmarski, and Ald. Woods  
Nays: None  
Abstained: None  
Motion: Carried

**ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:**

**ADJOURNMENT:**

Ald. Woods made a motion, seconded by Ald. Messina, to adjourn the meeting at 8:03 p.m. Upon a voice vote, the motion carried unanimously.

*Minutes taken by Julie Szabo*

**ORDINANCE NO. O-22-031**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE  
OF THE CITY OF WOOD DALE AMENDING ARTICLE XVI  
RESIDENTIAL RENTAL PROPERTY REGULATIONS**

**WHEREAS**, the City of Wood Dale is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the City is authorized and empowered, under the Illinois Municipal Code and the Code of Ordinances of the City of Wood Dale (“City Code”), to regulate properties located within the municipal boundaries of the City; and

**WHEREAS**, in furtherance of this authorization, the City has previously adopted regulations requiring the registration of residential rental properties in the City, which regulations have been codified in Article XVI, Chapter 6; and

**WHEREAS**, the City of Wood Dale has recently reviewed the regulations adopted, and has determined that it best serves the City and its residents to amend the regulations, specifically to stagger the time for which residential rental properties must register and be inspected, and more generally to provide an update to current Code requirements, all as set forth in Exhibit A, attached hereto and incorporated herein by reference; and

**WHEREAS**, the Mayor and the City Council of the City of Wood Dale have reviewed the matter herein and have determined that the amendment to Article XVI, Chapter 6 as set forth herein is in the best interests of the City of Wood Dale.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS**, as follows:

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** That Article XVI, “RESIDENTIAL RENTAL PROPERTY SECTION” is hereby amended as shown in Exhibit A.

**SECTION THREE:** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict, expressly repealed.

**SECTION FOUR:** That the City Clerk of the City of Wood Dale be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of Illinois.

**SECTION FIVE:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.



PASSED this 17<sup>th</sup> day of November 2022

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 17<sup>th</sup> day of November 2022

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Lynn Curiale, City Clerk

Published in pamphlet form \_\_\_\_\_, 2022

## EXHIBIT A

### 6.1601. Purpose

### 6.1602. Provisions Of Inspection Rights And Penalties; ~~/Rental Zones~~

### 6.1603. Rules And Definitions

### 6.1604. Registration Required

### 6.1605. Registration Application And Requirements

### 6.1606. Inspection Requirements; ~~Temporary Certificate~~; Registration Issuance Or Denial

### 6.1607. Registration; Suspension And Revocation

### 6.1608. Owner Responsibility

### 6.1609. Leases And Rental Agreements

### 6.1610. Inspection Access

### 6.1611. Enforcement

### 6.1612. Violations

### 6.1613. Penalty For Violation

### 6.1614. Fees (Rep. by Ord. O-18-024, 7-19-2018)

### ~~6.1615. Effective Date~~

#### **Sec. 6.1601. Purpose.**

The purpose of this article is to provide for the registration and inspection of rental residential property so as to protect the public health, safety and welfare of the people of the City of Wood Dale including:

- A. To protect the public health and safety by ensuring rental units comply with minimum housing standards of City ordinances;
- B. To protect the character and stability of residential areas, to prevent congestion of population, to facilitate the suppression of disorder and to ensure the quiet enjoyment of property by all people of the City, particularly in residential areas;
- C. To correct and prevent housing conditions and situations that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well being of persons occupying dwellings in residential areas, including the neighboring residents;
- D. To prevent the overcrowding of dwellings by requiring compliance with minimum space standards per occupant for each dwelling unit;
- E. To facilitate the enforcement of minimum standards for the maintenance of existing residential buildings and thus to prevent slums and blight;
- F. To preserve the value of land and buildings throughout the City.

G. To foster the peaceful enjoyment of all residents. (Ord. O-07-001, 1-4-2007; amd. Ord. O-20-010, 4-16-2020)

**Sec. 6.1602. Provisions Of Inspection Rights And Penalties/Rental Zones.**

This article shall not be construed as to restrict the right of this City to inspect any property nor to seek penalties for violations of other provisions of this Code. (Ord. O-07-001, 1-4-2007)

For the purposes of this article, and for the conduct of rental residential inspections, the City is divided into geographic rental zones, and applications, renewals and inspections will be based on the timeframe established for each zone, also referred to as the zone period.

A rental residential registration is valid for one year with an expiration date as identified on the registration. It is the responsibility of the registration holder to renew the rental registration prior to its expiration each year. The expiration of a rental registration shall be based on the geographic location of the premises, wherein a map of the geographic areas identifying the zones to be used in the administration of this article will be published and retained by the Community Development Director.

All applications, payments and inspections are due on the first day of the zone period where the property is located.

Any property for which the owner determines to provide rental residential use, shall be immediately registered with the City, notwithstanding the zone in which the property is located. Subsequent registrations shall follow the zone period.

Rental residential properties that are not in compliance by the beginning of the zone period for the property will be subject to late fees and/or additional fines and administrative adjudication.

**Sec. 6.1603. Rules And Definitions.**

A. The language set forth in the text of this article shall be interpreted in accordance with the following rules of construction:

1. The singular number includes the plural number and the plural the singular.
2. The word "shall" is mandatory; the word "may" is permissive.
3. The masculine gender includes the feminine and neuter.

B. Whenever, in this article the following words and phrases have been used, they shall, for the purposes of this article, have the meanings respectively ascribed to them in this subsection, except when the context otherwise indicates:

CODE OFFICIAL: The ~~City Housing Officer~~ Community Development Director or his or her designee.

CONDITIONAL REGISTRATION: A limited approval of the premises for a period of up to six (6) months when a property cannot fully comply with all the applicable requirements of the City of Wood Dale due to special circumstances (e.g., weather conditions, unavailability of required materials or services, or other circumstances approved by the Code eOfficial).

MULTIPLE-FAMILY RENTAL RESIDENTIAL PROPERTY: Rental residential property with two (2) or more dwelling units.

PREMISES: A lot, plot or parcel of land including the interior and exterior of any structures thereon.

PROPERTY AGENT: A person, operator, firm, partnership, corporation, or other legal entity designated in writing by the property owner to the Code Official to manage a rental residential property including the authority to receive notices or citations.

RENTAL RESIDENTIAL PROPERTY: Residential structures or individually titled dwelling units let or intended to be let for rent or lease, including single-family detached structures, and structures being used for short-term rentals, being defined as any rental period of less than thirty (30) days, or being used ~~as an Airbnb or~~ for any other similar sharing of residential accommodations for gain or profit.

TENANT: An occupant of rental residential property, regardless of the duration of such tenancy or whether there exists any written lease or similar documentation, including any individual(s) participating in a short-term rental, ~~Airbnb or~~ any other similar sharing of residential accommodations for gain or profit.

C. Words or phrases as used in this article and not defined in this section shall be defined as provided by the City of Wood Dale's current Property Maintenance Code, current Building Code, and current Unified Development Code. (Ord. O-07-001, 1-4-2007; amd. Ord. O-10-017, 10-21-2010; Ord. O-20-010, 4-16-2020)

#### **Sec. 6.1604. Registration Required.**

A. It is unlawful for any person, firm, partnership, corporation, or other legal entity to operate, maintain or offer to rent within the City of Wood Dale a rental residential property or property used for lodging accommodation for which remuneration or compensation is received by the Property Owner or a Representative of the Property Owner, including short-term rental, ~~Airbnb~~ or other similar sharing of residential accommodations for gain or profit, whether vacant or not, without first applying for a rental residential property registration, or having secured and maintained such registration, obtaining a registration or a temporary certificate as provided in this article. Application for a rental residential registration shall serve as temporary authority to operate as a rental residential property, if authorized by the Code Official, pending inspection and full registration.

B. It is unlawful for a person to occupy a rental residential property, or for any owner or property agent to allow anyone to occupy as rental residential property a property or unit thereof which is not registered or which is without ~~a temporary~~ authority to operate as same certificate as provided in this article.

C. It is unlawful for any person, firm, partnership, corporation, or other legal entity to offer for rent or to occupy any vacant dwelling unit or any dwelling unit that becomes vacant in a rental residential property which is not registered or for which a registration is revoked or is under suspension.

D. This article shall not apply to the following structures, unless said property is also being used to provide temporary lodging or accommodation, short-term rental, ~~Airbnb~~ or other similar sharing of residential accommodations for gain or profit:

1. Owner occupied residential dwelling units, unless said unit is also being used to provide temporary lodging or accommodation, ~~short-term rental, Airbnb~~ or other similar sharing of residential accommodations for gain or profit;

2. Residential buildings or dwelling units which are vacant and which are not intended to be let for rent;

3. Hotels, motels, and other structures which rent rooms to occupants which are primarily transient in nature;

4. Dwellings, buildings, structures and uses registered and inspected by the State or the Federal government, including, but not limited to, nursing homes, retirement centers, rest homes, etc.;

5. Dwellings, buildings, structures and uses owned by other governmental agencies and public housing authorities.

E. A registration or a temporary ~~allowance for use as a certificate for a~~ rental residential property cannot be transferred to another rental residential property nor a succeeding owner. (Ord. O-07-001, 1-4-2007; amd. Ord. O-20-010, 4-16-2020)

### **Sec. 6.1605. Registration Application And Requirements.**

A. Each applicant for a registration to maintain a residential property for the purpose of renting it to others shall file a written application with the Code ~~e~~Official stating:

1. The full legal name, address, and home and work telephone numbers of each and every owner;

2. If the residential property is held in a trust, state the name, address, work phone number of the trustee and each beneficial interest holder;

3. The address of the rental residential property;

4. The number of dwelling units within the rental property;

5. The name, address, and phone number of any management company retained as property agent for the property and the name, address, and phone number of the person specifically assigned to the rental residential property;

6. The name and twenty four (24) hour phone number or numbers of a responsible person who, in emergency situations, will be available on a twenty four (24) hour basis and who has the authority to make repairs as needed;

7. The name and phone number of ~~each the~~ tenant of the rental residential property.

B. Whenever there is a change in the ownership of a rental residential property or the owner's property agent, the owners shall within thirty (30) days of such changes, file an updated written notice with the Code ~~e~~Official indicating such changes. (Ord. O-07-001, 1-4-2007)

C. Each application for a new registration or a renewal of an existing registration shall be accompanied by a fee as specified in the master fee schedule. All such fees shall be payable at the Offices of the Community Development Department.

D. All registration fees shall be due and payable upon submission of the registration application or renewal forms. All registrations shall expire every year as identified on the rental registration, December 31. ~~For a renewal registration a~~ All renewal registration fees that remain unpaid ~~after~~ after the first day of the zone period December 31 shall be assessed a late payment fee as specified in the master fee schedule. This late payment fee shall be in addition to the registration fee. (Ord. O-18-024, 7-19-2018)

E. No permits for any structural, mechanical, electrical, or plumbing alterations or repairs, or any remodeling, shall be granted to rental residential properties unless the property has a valid rental registration, or the work requiring a permit is to bring the property into compliance with property maintenance, zoning and building requirements so that a rental registration can be issued. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1606. Inspection Requirements; ~~Temporary Certificate~~; Registration Issuance Or Denial.**

A. Upon submission of a completed application for a registration or a registration renewal for any rental residential property and the payment of all required fees, an inspection of the rental residential property shall be scheduled by the applicant with the Code eOfficial to occur within two (2) weeks.

B. Upon receipt of a completed application for a registration or a registration renewal for any rental residential property, including the payment of all required fees and the scheduling of a required registration inspection, the property is authorized to be used as a rental residential property ~~Code official shall issue a temporary certificate indicating that a registration has been duly applied for, and that such~~ R-registration shall be issued or denied after the property has been inspected for compliance with applicable City codes. A temporary use of the property as a rental residential property certificate, as issued, shall authorize continued occupancy of the rental residential property pending the issuance or denial of the applied for registration. The temporary allowance of use of the property certificate shall be valid until ~~may be continued until~~ the scheduled date of the registration inspection, and following the registration inspection until the date of reinspection issued by the Code eOfficial or his or her designee. However, in no case shall a temporary use of the property as a rental residential property certificate be valid for longer than one hundred twenty (120) days.

C. A registration inspection of rental residential property shall include the premises and, in the case of multi-family rental residential property, a percentage of the individual dwelling units with a minimum of at least one dwelling unit. The Code eOfficial or his designee shall determine which dwelling units are to be inspected.

D. When a registration inspection of a rental residential property reveals any violations of applicable codes, a compliance time frame will be set by the Code eOfficial. In establishing a compliance time frame, the Code eOfficial shall determine the reasonable minimal time necessary to correct the violations based upon the number and severity of the violations. The Code eOfficial shall provide notice by personal service or send notice to the property owner or the listed property agent by certified mail, return receipt requested regular U.S. mail at the last address provided on the most recent registration application. Such notice shall include the following:

1. Description of the property sufficient for identification;
2. A statement listing the violations of applicable codes;
3. A statement of the date upon which the registration reinspection will occur; and
4. An explanation that if upon completion of the registration reinspection the requirements of applicable City codes have not been met, then a written denial of the registration and a revocation of the temporary use certificate may be issued.

E. A registration reinspection shall be conducted at the end of the compliance time frame. Upon completion of the registration reinspection of the rental residential property, the Code eOfficial shall:

1. Approve the registration if the rental residential property meets the requirements of applicable City codes; or
2. Approve a conditional registration if the property cannot be fully registered due to special circumstances; or
3. Issue a written denial of the registration and revoke the temporary [use permitted by the filing of the application for registration certificate](#) if the requirements of City codes have not been met. The written denial shall specify the defect(s) that remain and shall be transmitted by [certified mail, return receipt requested, to the owner or property agent identified by the applicant. regular U.S. mail to the applicant.](#)

F. A conditional registration may be issued for a term not exceeding six (6) months to those rental properties which cannot be fully registered due to special circumstances (e.g., weather conditions, unavailability of required materials or services, or other circumstances approved by the Code eOfficial). Any property which has not met the requirements of the applicable City codes by the end of the conditional registration term shall be considered unregistered.

G. A [rental residential property dwelling unit](#) which is in total compliance at the time of the registration inspection shall receive a registration to replace the temporary certificate. If said property remains in compliance and no violations occur within the period covered by the registration and the tenants do not change during the registration period, a one year extension of the registration may be given, with no additional inspections being required, provided a registration renewal fee is paid. If any violation occurs, then an additional inspection may be required.

H. If during a registration inspection any dwelling unit is determined to be unfit for occupancy as specified in the City's Property Maintenance Code, an additional number of the dwelling units in the subject rental residential property will be inspected. The number of units to be inspected shall be determined by the Code eOfficial. If similar violations are observed in the additional dwelling units, the entire rental residential property will be subject to inspection. Any unit found unfit for occupancy shall be subject to the enforcement procedures contained in the City's Property Maintenance Code.

The number of dwelling units to be inspected per registered [rental residential property building](#) shall be determined by the Code eOfficial. The dwelling units to be inspected shall be selected by the Code eOfficial. (Ord. O-07-001, 1-4-2007)

I. All additional inspections made necessary because of cited violations not being corrected at the time of the initial registration reinspection, access is denied, or when the owner/tenant is not ready for a scheduled inspection, shall be subject to a fee as specified in the master fee schedule, except that a single reinspection will be conducted at the end of the conditional registration term without added fees for the purpose of determining compliance. The conditional registration and the full rental residential registration shall not be issued and the property shall not be considered properly registered until all reinspection fees are paid. (Ord. O-18-024, 7-19-2018)



J. Applications for registration renewals shall be made in the same manner as for new applications except that such applications shall state thereon such fact. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1607. Registration; Suspension And Revocation.**

A. A registration may be suspended when any violation of applicable City codes has been identified by the Community Development Department and the property owner has been properly notified of the violation and given a reasonable period of time in which to correct the violation, but has failed to do so. A registration may also be suspended when any information provided in the registration application is determined by the Code eOfficial to be false.

B. When an inspection of a registered rental residential property reveals any violations of applicable codes, a compliance time frame will be set by the Code eOfficial using the standard as set forth in this article. The Code eOfficial shall provide notice by personal service or send notice to the property owner or the listed property agent by certified regular U.S. mail, return receipt requested at the last address provided on the most recent registration application. Such notice shall include the following:

1. Description of the property sufficient for identification;
2. A statement listing the violation(s) of applicable codes;
3. A statement indicating the date upon which a reinspection will occur; and
4. An explanation that if upon completion of the reinspection the requirements of applicable City codes have not been met, then the registration for the rental residential property shall be suspended.

C. A reinspection will be conducted at the end of the compliance time frame. If the Code eOfficial finds that the requirements of applicable City codes have not been met upon the completion of such reinspection, then the registration for the rental residential property shall be suspended.

D. When a registration is suspended, the Code eOfficial shall send notice to the property owner or the listed property agent at the last address provided on the most recent registration application. Such notice shall be sent by certified mail, return receipt requested. The notice shall include the following:

1. Description of the property sufficient for identification;
2. A statement of the reasons for the suspension;
3. An explanation of the property owner's right to appeal the suspension;
4. If the property owner changes his address or changes property agents and fails to notify the Community Development Department, such notice shall be sufficient if sent by certified mail to the owner or his property agent's last address provided on the last registration application.

E. A property owner whose registration has been suspended may request a reinspection prior to revocation. If, upon reinspection, the Community Development Department finds that the registered property in connection with which the notice was issued is now in compliance with this article, then the Code eOfficial may reinstate the registration. The request for a reinspection shall not stay the revocation of the registration unless the Code eOfficial grants such request pursuant to a showing of good cause by the property owner.



F. Any property for which person whose registration has been suspended shall be entitled to appeal the suspension to the City Council by filing a petition within twenty (20) days after the date of suspension. The Code eOfficial shall transmit to the City Council copies of all records and notices upon which the suspension is based. A hearing shall be scheduled as soon as practical upon receipt of a timely petition. The City Council in considering any such petition may immediately revoke the registration, continue the suspension to a definite compliance date with revocation being the penalty for noncompliance, or dismiss the charges and reinstate the registration.

G. A registration may be revoked when a petition for appeal has not been filed within twenty (20) days following the date of issuance of an order of suspension, or, if the suspension is sustained after appeal. A registration may also be revoked when in the opinion of the Code eOfficial emergency conditions exist in a rental residential property that require the immediate vacating of a structure as specified in the City's Property Maintenance Code.

H. A registration which has been properly revoked as provided in this section shall not be reinstated. The property owner may, however, obtain a new registration after all violations have been corrected and by following the procedures for obtaining a new registration and payment of appropriate fee as set forth in this article.

I. If a registration is revoked without having the opportunity of a suspension hearing, the property owner has the right to appeal the revocation. Such appeal shall conform to subsection F of this section. Such an appeal shall operate as a stay of the revocation until such time as the City Council renders a decision on the appeal. (Ord. O-07-001, 1-4-2007)

J. Whenever a temporary allowance for use of the property certificate or registration is revoked, the Code eOfficial shall send notice to the property owner or the listed property agent at the last address provided on the most recent registration application. Such notice shall be sent by certified mail, return receipt requested. The Code eOfficial shall also notify all tenants of the rental residential property by posting a notice on all entrances to the rental residential structure. The notice to the tenants shall include the following:

- 1) You are hereby notified that the temporary use certificate or registration for this structure has been revoked pursuant to this chapter of the City of Wood Dale Municipal Code.
- 2) You must vacate this structure within 60 days of the date of this notice.
- 3) If you fail to vacate this structure, you will be in violation of the City of Wood Dale Municipal Code and subject to a fine of up to \$750 for each day you are in violation.

K. Whenever an owner or property agent of a rental property fails to register such property with the Community Development Department, the Code eOfficial shall notify all tenants of the rental property by posting a notice on all entrances to the rental property indicating the following:

- 1) You are hereby notified that the owner or the agent of this rental structure has failed to register this rental property with the City of Wood Dale in violation of the City of Wood Dale Municipal Code.
- 2) You must vacate this structure within 60 days of the date of this notice.
- 3) If you fail to vacate this structure, you will be in violation of the City of Wood Dale Municipal Code and subject to a fine of up to \$750 for each day you are in violation.

(Ord. O-18-024, 7-19-2018)

**Sec. 6.1608. Owner Responsibility.**

A. The owner of a rental residential property shall maintain a record for each property with the full legal names of every tenant in each dwelling unit.

B. The owner or property agent of a rental residential property shall provide each tenant with the name and telephone number of a responsible person who, in emergency situations, will be available on a twenty four (24) hour basis and who has the authority to make repairs as needed.

C. The owner of a rental residential property shall inform each tenant in writing, prior to occupancy, of the maximum number of persons allowable by the occupancy standards of the City Property Maintenance Code as amended. This number shall be determined by the Code eOfficial. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1609. Leases And Rental Agreements.**

A. All rental agreements, leases, and renewal agreements shall be in writing, signed by the tenant.

B. Each rental agreement, lease or renewal agreement shall contain the following provision:

*The tenant(s) is hereby notified that, upon proper notice, the City of Wood Dale may conduct annual inspections with the consent of the tenant, solely for purposes of compliance with the City of Wood Dale Rental Residential Property Ordinance and other relevant provisions of the City Code.*

C. Except as provided herein, this article is not intended to affect the rights and obligations of the parties to a lease or rental agreement for a rental residential property. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1610. Inspection Access.**

If any owner, property agent, occupant or other person in control of a rental residential property or a dwelling unit contained therein fails or refuses to consent to free access and entry to the property or dwelling unit under his control for any inspection pursuant to this article, the Code eOfficial or his designee may apply to the Circuit Court for a search warrant or other appropriate court order authorizing such inspections. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1611. Enforcement.**

It shall be the duty of the Community Development Department to enforce the provisions of this article as authorized by this Code and the current Property Maintenance Code as adopted and amended from time to time by the City of Wood Dale. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1612. Violations.**

The following shall constitute violations of this article:

A. Failure of the owner or owners of the rental residential property to register such property with the City;

B. Failure of the occupants of the rental residential property to vacate such property within sixty (60) days after receiving notice from the Code eOfficial that such property is not properly registered or that the registration or temporary certificate has been revoked;

C. Failure of the owner or owners of the rental residential property to vacate all tenants from such property within sixty (60) days after the registration or temporary [use of the property pursuant to the filing of an application certificate](#) has been revoked;

D. Failure of the owner or owners of the rental residential property to maintain the structure and premises in compliance with applicable building, property maintenance and zoning ordinances;

E. Any person other than one authorized by the Code official who removes or defaces any notices which have been posted pursuant to this article shall be liable for the penalties provided for by this article. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1613. Penalty For Violation.**

Any person, firm or corporation violating any of the provisions of this article, in addition to other legal and equitable remedies available to the City, shall be subject to enforcement as defined in chapter 1, article IV of this Code and penalties as specified in the master fee schedule. (Ord. O-18-024, 7-19-2018)

**Sec. 6.1614. Fees 1 .**

(Rep. by Ord. O-18-024, 7-19-2018)

Notes

1. Refer to the master fee schedule.

**6.1601. Purpose**

**6.1602. Provisions of Inspection Rights and Penalties/Rental Zones**

**6.1603. Rules and Definitions**

**6.1604. Registration Required**

**6.1605. Registration Application and Requirements**

**6.1606. Inspection Requirements; Registration Issuance or Denial**

**6.1607. Registration; Suspension and Revocation**

**6.1608. Owner Responsibility**

**6.1609. Leases and Rental Agreements**

**6.1610. Inspection Access**

**6.1611. Enforcement**

**6.1612. Violations**

**6.1613. Penalty for Violation**

**6.1614. Fees (Rep. by Ord. O-18-024, 7-19-2018)**

**Sec. 6.1601. Purpose.**

The purpose of this article is to provide for the registration and inspection of residential rental property so as to protect the public health, safety and welfare of the people of the City of Wood Dale including:

A. To protect the public health and safety by ensuring residential rental units comply with minimum housing standards of City ordinances;

B. To protect the character and stability of residential areas, to prevent congestion of population, to facilitate the suppression of disorder and to ensure the quiet enjoyment of property by all people of the City, particularly in residential areas;

C. To correct and prevent housing conditions and situations that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well-being of persons occupying dwellings in residential areas, including the neighboring residents;

D. To prevent the overcrowding of dwellings by requiring compliance with minimum space standards per occupant for each dwelling unit;

E. To facilitate the enforcement of minimum standards for the maintenance of existing residential buildings and thus to prevent slums and blight;

F. To preserve the value of land and buildings throughout the City.

G. To foster the peaceful enjoyment of all residents. (Ord. O-07-001, 1-4-2007; amd. Ord. O-20-010, 4-16-2020)

### **Sec. 6.1602. Provisions of Inspection Rights and Penalties/Rental Zones.**

This article shall not be construed as to restrict the right of this City to inspect any property nor to seek penalties for violations of other provisions of this Code. (Ord. O-07-001, 1-4-2007)

For the purposes of this article, and for the conduct of residential rental inspections, the City is divided into geographic rental zones, and applications, renewals and inspections will be based on the timeframe established for each zone, also referred to as the zone period.

A residential rental registration is valid for one year with an expiration date as identified on the registration. It is the responsibility of the registration holder to renew the rental registration prior to its expiration each year. The expiration of a rental registration shall be based on the geographic location of the premises, wherein a map of the geographic areas identifying the zones to be used in the administration of this article will be published and retained by the Community Development Director.

All applications, payments and inspections are due on the first day of the zone period where the property is located.

Any property for which the owner determines to provide residential rental use, shall be immediately registered with the City, notwithstanding the zone in which the property is located. Subsequent registrations shall follow the zone period.

Residential rental properties that are not in compliance by the beginning of the zone period for the property will be subject to late fees and/or additional fines and administrative adjudication.

### **Sec. 6.1603. Rules and Definitions.**

A. The language set forth in the text of this article shall be interpreted in accordance with the following rules of construction:

1. The singular number includes the plural number and the plural the singular.
2. The word "shall" is mandatory; the word "may" is permissive.
3. The masculine gender includes the feminine and neuter.

B. Whenever, in this article the following words and phrases have been used, they shall, for the purposes of this article, have the meanings respectively ascribed to them in this subsection, except when the context otherwise indicates:

CODE OFFICIAL: The Community Development Director or his or her designee.

CONDITIONAL REGISTRATION: A limited approval of the premises for a period of up to six (6) months when a property cannot fully comply with all the applicable requirements of the City of Wood Dale due to special circumstances (e.g., weather conditions, unavailability of required materials or services, or other circumstances approved by the Code Official).

MULTIPLE-FAMILY RESIDENTIAL RENTAL PROPERTY: Residential rental property with two (2) or more dwelling units.

PREMISES: A lot, plot or parcel of land including the interior and exterior of any structures thereon.

PROPERTY AGENT: A person, operator, firm, partnership, corporation, or other legal entity designated in writing by the property owner to the Code Official to manage a residential rental property including the authority to receive notices or citations.

**RESIDENTIAL RENTAL PROPERTY:** Residential structures or individually titled dwelling units let or intended to be let for rent or lease, including single-family detached structures, and structures being used for short-term rentals, being defined as any rental period of less than thirty (30) days, or being used for any other similar sharing of residential accommodations for gain or profit.

**TENANT:** An occupant of residential rental property, regardless of the duration of such tenancy or whether there exists any written lease or similar documentation, including any individual(s) participating in a short-term rental, or any other similar sharing of residential accommodations for gain or profit.

C. Words or phrases as used in this article and not defined in this section shall be defined as provided by the City of Wood Dale's current Property Maintenance Code, current Building Code, and current Unified Development Code. (Ord. O-07-001, 1-4-2007; amd. Ord. O-10-017, 10-21-2010; Ord. O-20-010, 4-16-2020)

### **Sec. 6.1604. Registration Required.**

A. It is unlawful for any person, firm, partnership, corporation, or other legal entity to operate, maintain or offer to rent within the City of Wood Dale a residential rental property or property used for lodging accommodation for which remuneration or compensation is received by the Property Owner or a Representative of the Property Owner, including short-term rental, or other similar sharing of residential accommodations for gain or profit, whether vacant or not, without first applying for a residential rental property registration, or having secured and maintained such registration as provided in this article. Application for a residential rental registration shall serve as temporary authority to operate as a residential rental property, if authorized by the Code Official, pending inspection and full registration.

B. It is unlawful for a person to occupy a residential rental property, or for any owner or property agent to allow anyone to occupy as residential rental property a property or unit thereof which is not registered or which is without temporary authority to operate as same as provided in this article.

C. It is unlawful for any person, firm, partnership, corporation, or other legal entity to offer for rent or to occupy any vacant dwelling unit or any dwelling unit that becomes vacant in a residential rental property which is not registered or for which a registration is revoked or is under suspension.

D. This article shall not apply to the following structures, unless said property is also being used to provide temporary lodging or accommodation, short-term rental, or other similar sharing of residential accommodations for gain or profit:

1. Owner occupied residential dwelling units, unless said unit is also being used to provide temporary lodging or accommodation, short-term rental, or other similar sharing of residential accommodations for gain or profit;
2. Residential buildings or dwelling units which are vacant and which are not intended to be let for rent;
3. Hotels, motels, and other structures which rent rooms to occupants which are primarily transient in nature;
4. Dwellings, buildings, structures and uses registered and inspected by the State or the Federal government, including, but not limited to, nursing homes, retirement centers, rest homes, etc.;

5. Dwellings, buildings, structures and uses owned by other governmental agencies and public housing authorities.

E. A registration or a temporary allowance for use as a residential rental property cannot be transferred to another residential rental property nor a succeeding owner. (Ord. O-07-001, 1-4-2007; amd. Ord. O-20-010, 4-16-2020)

**Sec. 6.1605. Registration Application and Requirements.**

A. Each applicant for a registration to maintain a residential property for the purpose of renting it to others shall file a written application with the Code Official stating:

1. The full legal name, address, and home and work telephone numbers of each and every owner;
2. If the residential property is held in a trust, state the name, address, work phone number of the trustee and each beneficial interest holder;
3. The address of the residential rental property;
4. The number of dwelling units within the residential rental property;
5. The name, address, and phone number of any management company retained as property agent for the property and the name, address, and phone number of the person specifically assigned to the residential rental property;
6. The name and twenty four (24) hour phone number or numbers of a responsible person who, in emergency situations, will be available on a twenty four (24) hour basis and who has the authority to make repairs as needed;
7. The name and phone number of each tenant of the residential rental property.

B. Whenever there is a change in the ownership of a residential rental property or the owner's property agent, the owners shall within thirty (30) days of such changes, file an updated written notice with the Code Official indicating such changes. (Ord. O-07-001, 1-4-2007)

C. Each application for a new registration or a renewal of an existing registration shall be accompanied by a fee as specified in the master fee schedule. All such fees shall be payable at the Offices of the Community Development Department.

D. All registration fees shall be due and payable upon submission of the registration application or renewal forms. All registrations shall expire every year as identified on the rental registration. All renewal registration fees that remain unpaid after the first day of the zone period shall be assessed a late payment fee as specified in the master fee schedule. This late payment fee shall be in addition to the registration fee. (Ord. O-18-024, 7-19-2018).

E. No permits for any structural, mechanical, electrical, or plumbing alterations or repairs, or any remodeling, shall be granted to residential rental properties unless the property has a valid rental registration, or the work requiring a permit is to bring the property into compliance with property maintenance, zoning and building requirements so that a rental registration can be issued. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1606. Inspection Requirements; Registration Issuance or Denial.**

A. Upon submission of a completed application for a registration or a registration renewal for any residential rental property and the payment of all required fees, an inspection of the



residential rental property shall be scheduled by the applicant with the Code Official to occur within two (2) weeks.

B. Upon receipt of a completed application for a registration or a registration renewal for any residential rental property, including the payment of all required fees and the scheduling of a required registration inspection, the property is authorized to be used as a residential rental property. Registration shall be issued or denied after the property has been inspected for compliance with applicable City codes. A temporary use of the property as a residential rental property shall authorize continued occupancy of the residential rental property pending the issuance or denial of the applied for registration. The temporary allowance of use of the property may be continued until the scheduled date of the registration inspection and following the registration inspection until the date of reinspection issued by the Code Official or his or her designee. However, in no case shall a temporary use of the property as a residential rental property be valid for longer than one hundred twenty (120) days.

C. A registration inspection of residential rental property shall include the premises and, in the case of multi-family residential rental property, a percentage of the individual dwelling units with a minimum of at least one dwelling unit. The Code Official or his designee shall determine which dwelling units are to be inspected.

D. A registration reinspection shall be conducted at the end of the compliance time frame. Upon completion of the registration reinspection of the residential rental property, the Code Official shall:

1. Approve the registration if the residential rental property meets the requirements of applicable City codes; or
2. Approve a temporary registration if the property cannot be fully registered due to special circumstances; or
3. Issue a written denial of the registration and revoke the temporary use permitted by the filing of the application for registration if the requirements of City codes have not been met. The written denial shall specify the defect(s) that remain and shall be transmitted by certified mail, return receipt requested, to the owner or property agent identified by the applicant.

E. A temporary registration may be issued for a term not exceeding six (6) months to those rental properties which cannot be fully registered due to special circumstances (e.g., weather conditions, unavailability of required materials or services, or other circumstances approved by the Code Official). Any property which has not met the requirements of the applicable City codes by the end of the conditional registration term shall be considered unregistered.

F. A residential rental property which is in total compliance at the time of the registration inspection shall receive a registration to replace the temporary certificate. If said property remains in compliance and no violations occur within the period covered by the registration and the tenants do not change during the registration period, a one year extension of the registration may be given, with no additional inspections being required, provided a registration renewal fee is paid. If any violation occurs, then an additional inspection may be required.

G. If during a registration inspection any dwelling unit is determined to be unfit for occupancy as specified in the City's Property Maintenance Code, an additional number of the dwelling units in the subject residential rental property will be inspected. The number of units to be inspected shall be determined by the Code Official. If similar violations are observed in the additional dwelling units, the entire residential rental property will be subject to inspection. Any unit found



unfit for occupancy shall be subject to the enforcement procedures contained in the City's Property Maintenance Code.

H. All additional inspections made necessary because of cited violations not being corrected at the time of the initial registration reinspection, access is denied, or when the owner/tenant is not ready for a scheduled inspection, shall be subject to a fee as specified in the master fee schedule, except that a single reinspection will be conducted at the end of the temporary registration term without added fees for the purpose of determining compliance. The temporary registration and the full residential rental registration shall not be issued and the property shall not be considered properly registered until all reinspection fees are paid. (Ord. O-18-024, 7-19-2018)

I. Applications for registration renewals shall be made in the same manner as for new applications except that such applications shall state thereon such fact. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1607. Registration; Suspension and Revocation.**

A. A registration may be suspended when any violation of applicable City codes has been identified by the Community Development Department and the property owner has been properly notified of the violation and given a reasonable period of time in which to correct the violation, but has failed to do so. A registration may also be suspended when any information provided in the registration application is determined by the Code Official to be false.

B. When an inspection of a registered residential rental property reveals any violations of applicable codes, a compliance time frame will be set by the Code Official using the standard as set forth in this article. The Code Official shall provide notice by personal service or send notice to the property owner or the listed property agent by certified mail, return receipt requested at the last address provided on the most recent registration application. Such notice shall include the following:

1. Description of the property sufficient for identification;
2. A statement listing the violation(s) of applicable codes;
3. A statement indicating the date upon which a reinspection will occur; and

4. An explanation that if upon completion of the reinspection the requirements of applicable City codes have not been met, then the registration for the residential rental property shall be suspended.

C. A reinspection will be conducted at the end of the compliance time frame. If the Code Official finds that the requirements of applicable City codes have not been met upon the completion of such reinspection, then the registration for the residential rental property shall be suspended.

D. When a registration is suspended, the Code Official shall send notice to the property owner or the listed property agent at the last address provided on the most recent registration application. Such notice shall be sent by certified mail, return receipt requested. The notice shall include the following:

1. Description of the property sufficient for identification;
2. A statement of the reasons for the suspension;

3. An explanation of the property owner's right to appeal the suspension;

4. If the property owner changes his address or changes property agents and fails to notify the Community Development Department, such notice shall be sufficient if sent by certified mail to the owner or his property agent's last address provided on the last registration application.

E. A property owner whose registration has been suspended may request a reinspection prior to revocation. If, upon reinspection, the Community Development Department finds that the registered property in connection with which the notice was issued is now in compliance with this article, then the Code Official may reinstate the registration. The request for a reinspection shall not stay the revocation of the registration unless the Code Official grants such request pursuant to a showing of good cause by the property owner.

F. Any property for which registration has been suspended shall be entitled to appeal the suspension to the City Council by filing a petition within twenty (20) days after the date of suspension. The Code Official shall transmit to the City Council copies of all records and notices upon which the suspension is based. A hearing shall be scheduled as soon as practical upon receipt of a timely petition. The City Council in considering any such petition may immediately revoke the registration, continue the suspension to a definite compliance date with revocation being the penalty for noncompliance, or dismiss the charges and reinstate the registration.

G. A registration may be revoked when a petition for appeal has not been filed within twenty (20) days following the date of issuance of an order of suspension, or, if the suspension is sustained after appeal. A registration may also be revoked when in the opinion of the Code Official emergency conditions exist in a residential rental property that require the immediate vacating of a structure as specified in the City's Property Maintenance Code.

H. A registration which has been properly revoked as provided in this section shall not be reinstated. The property owner may, however, obtain a new registration after all violations have been corrected and by following the procedures for obtaining a new registration and payment of appropriate fee as set forth in this article.

I. If a registration is revoked without having the opportunity of a suspension hearing, the property owner has the right to appeal the revocation. Such appeal shall conform to subsection F of this section. Such an appeal shall operate as a stay of the revocation until such time as the City Council renders a decision on the appeal. (Ord. O-07-001, 1-4-2007)

J. Whenever temporary allowance for use of the property or registration is revoked, the Code Official shall send notice to the property owner or the listed property agent at the last address provided on the most recent registration application. Such notice shall be sent by certified mail, return receipt requested.

K. Continuation of the property as a residential rental unit following revocation of the rental registration shall be a violation of the City Code, and shall subject the Owner of the Property to enforcement as defined in chapter 1, article IV of this Code and penalties as specified in the master fee schedule. Each day a tenant remains on the property following notice of revocation is a separately stated offense subject to a \$750 fine for each day a violation exists.

### **Sec. 6.1608. Owner Responsibility.**

A. The owner of a residential rental property shall maintain a record for each property with the full legal names of every tenant in each dwelling unit.

B. The owner or property agent of a residential rental property shall provide each tenant with the name and telephone number of a responsible person who, in emergency situations, will be available on a twenty four (24) hour basis and who has the authority to make repairs as needed.

C. The owner of a residential rental property shall inform each tenant in writing, prior to occupancy, of the maximum number of persons allowable by the occupancy standards of the City Property Maintenance Code as amended. This number shall be determined by the Code Official. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1609. Leases and Rental Agreements.**

A. All rental agreements, leases, and renewal agreements shall be in writing, signed by the tenant.

B. Each rental agreement, lease or renewal agreement shall contain the following provision:

*The tenant(s) is hereby notified that, upon proper notice, the City of Wood Dale may conduct annual inspections with the consent of the tenant, solely for purposes of compliance with the City of Wood Dale Rental Residential Property Ordinance and other relevant provisions of the City Code.*

C. Except as provided herein, this article is not intended to affect the rights and obligations of the parties to a lease or rental agreement for a residential rental property. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1610. Inspection Access.**

If any owner, property agent, occupant or other person in control of a residential rental property or a dwelling unit contained therein fails or refuses to consent to free access and entry to the property or dwelling unit under his control for any inspection pursuant to this article, the Code Official or his designee may apply to the Circuit Court for a search warrant or other appropriate court order authorizing such inspections. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1611. Enforcement.**

It shall be the duty of the Community Development Department to enforce the provisions of this article as authorized by this Code and the current Property Maintenance Code as adopted and amended from time to time by the City of Wood Dale. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1612. Violations.**

The following shall constitute violations of this article:

A. Failure of the owner or owners of the residential rental property to register such property with the City;

B. Failure of the owner or owners of the residential rental property to maintain the structure and premises in compliance with applicable building, property maintenance and zoning ordinances;

C. Any person other than one authorized by the Code Official who removes or defaces any notices which have been posted pursuant to this article shall be liable for the penalties provided for by this article. (Ord. O-07-001, 1-4-2007)

**Sec. 6.1613. Penalty For Violation.**

Any person, firm or corporation violating any of the provisions of this article, in addition to other legal and equitable remedies available to the City, shall be subject to enforcement as defined in

chapter 1, article IV of this Code and penalties as specified in the master fee schedule. (Ord. O-18-024, 7-19-2018)

**Sec. 6.1614. Fees 1 .**

(Rep. by Ord. O-18-024, 7-19-2018)

Notes

1. Refer to the master fee schedule.



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council:  
Subject:  
Staff Contact:  
Department:

November 17, 2022  
Richert Station Emergency Repair  
Alan Lange, Public Works Director  
Public Works

**TITLE:** A Resolution Approving a Proposal from Dahme Mechanical Industries, Inc. for the Richert Pump Station Emergency Piping Replacement in an Amount Not to Exceed \$18,888

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

N/A

### **RECOMMENDATION:**

Staff Recommends a Resolution Approving a Proposal from Dahme Mechanical Industries, Inc. for the Richert Pump Station Emergency Piping Replacement in an Amount Not to Exceed \$18,888.

### **BACKGROUND:**

On November 8 while staff was performing routine maintenance a sudden surge of pressure caused a section of overhead pipe within the Richert Pumping Station to thrust out of its fitting. The pipe is used to fill the reservoir and without it the station cannot be used to pump water into the distribution system. As a backup operation however, we are able to run directly off of the rate of flow from DuPage Water Commission until the pipe is repaired so no customers will be affected. Time is a factor however, as water can only stay in the reservoir for a few days before chlorine levels dissipate. Due to the time sensitivity, as well as the specialized materials and equipment needed to perform the work, a contractor was called in to perform an emergency repair. It is unknown exactly what caused the surge in pressure, however after discussing with the contractor it appears the type of fittings used in the original design are no longer used for this application. All affected fittings as well as several lengths of 8" ductile iron pipe will be replaced, and anti-thrust mechanisms installed to prevent the issue from reoccurring.

### **ANALYSIS:**

Dahme Mechanical will provide all labor and materials to repair the piping for \$18,888. These funds will be taken from the Water Utilities Division operating fund.

**DOCUMENTS ATTACHED**

- ✓ Resolution
- ✓ Dahme Mechanical Proposal

**STRATEGIC PLAN ITEM**

- Yes
- No

**RESOLUTION NO. R-22-66**

**A RESOLUTION APPROVING A PROPOSAL FROM DAHME MECHANICAL INDUSTRIES, INC. FOR THE RICHERT PUMP STATION EMERGENCY PIPING REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$18,888**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks the **DAHME MECHANICAL INDUSTRIES, INC.** for the **RICHERT PUMP STATION EMERGENCY PIPING REPLACEMENT**; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of **DAHME MECHANICAL INDUSTRIES, INC.**, the Mayor and the City Council find **DAHME MECHANICAL INDUSTRIES, INC.** is the most qualified firm to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this **17<sup>th</sup> day of November, 2022.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this **17<sup>th</sup> day of November, 2022.**

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Lynn Curiale, City Clerk





November 8, 2022

City of Wood Dale  
404 N. Wood Dale Rd.  
Wood Dale, IL 60191

Attn: Alan Lange, Public Works Director

Re: Richert Pump Station  
Emergency Piping Replacement

Brett:

Dahme Mechanical Industries is pleased to submit the following narrative as a proposed sequence and method(s) to provide the discussed improvements at the project site referenced above:

- preconstruction meeting between contractor and CoWD personnel to discuss outages, access, schedule, expectations for completion
- DMI to furnish and install 8" piping and flange adapters to reassemble the sections of piping that failed during the surge event; existing pipe and fittings will be reused to the greatest extent possible
- 8" X 3" tee will be installed and capped for future surge valve considerations
- stainless steel fasteners will be provided for all replacement work
- check for leaks; remediate if necessary
- one-year parts and labor warranty and CoWD insurance requirements are included

**EXCLUSIONS:**

1. Dahme Mechanical Industries, Inc. shall not be held liable for any job site safety or job site maintenance of any type upon completion of our work.
2. All agreements contingent upon strikes, accidents or delays beyond our control.
3. All work not included or described above.
4. All work not included in our trade agreements or reasonably assumed to be our responsibility

All material is guaranteed as listed above and specified above. Any additional items not included in our trade agreements or clearly stated above are expressly excluded. Payment terms are net 100%, due upon completion.

**Total price as described above ...\$18,888.00**

Dahme Mechanical Industries, Inc. standard insurance is included. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. This proposal may be withdrawn by us if not accepted within 30 days.

Thank you-

Kris Komorn  
Dahme Mechanical Industries, Inc.  
[kkomorn@dahmemechanical.com](mailto:kkomorn@dahmemechanical.com)



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: November 17, 2022  
Subject: List of Bills  
Staff Contact: Brad Wilson, Finance Director  
Department: Finance

**TITLE:** List of Bills – 11/17/2022

### **RECOMMENDATION:**

The Finance Department recommends that the City Council approve bills for the 11/17/2022 City Council meeting in the amount of \$3,690,654.14.

### **BACKGROUND:**

<u>Fund</u>	<u>Amount</u>
General Fund	\$ 264,063.27
Road & Bridge Fund	\$ 5,306.80
Motor Fuel Tax Fund	\$ 18,241.51
Tourism Fund	\$ 3,142.00
Narcotics Fund	\$ -
TIF District #1	\$ 449,321.30
TIF District #2	\$ -
Capital Projects Fund	\$ 1,861,588.42
Land Acquisition Fund	\$ 301,447.00
Commuter Parking Lot Fund	\$ 338.21
Sanitation Fund	\$ 3,177.60
Water & Sewer Fund	\$ 287,539.10
CERF	\$ 496,488.93
Special Service Area Fund	\$ -
Total of all Funds	\$ 3,690,654.14
Total Number of Checks:	71
Check number range	15914-15984

Purchases are made in accordance with the City's purchasing policies and procedures manual.

*Items of interest:*

Greater IL Title (\$301,447.00) – Acquisition of 221 Forest View – Flood buyout

855 Lively, LLC (\$434,389.87) – RKC Cleaners, TIF reimbursement

Standard Equipment (\$496,488.93) – New Vactor

*Vehicle Purchases:*

There is 1 vehicle purchases on this list of bills, from Standard Equipment.

Committee date: 10/13/2022

Council date: 10/20/2022

**DOCUMENTS ATTACHED**

- ✓ List of Bills

## List of Bills - November 17, 2022

CHECK	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
15914	Greater Illinois Title Company 221 Forest View Acquisition	301,447.00	2	11/3/2022	51010000 46040 Land Acq	Purchase of Property
						<u>301,447.00</u>
15915	855 Lively, LLC TIF Reimbursement Payment 1	434,389.87	1	11/10/2022	24 42034 TIF 1	Professional Services
						<u>434,389.87</u>
15916	AEP Energy Wastewater/Water Dept Electric Services- Sept 22	3,273.09	3999900226sept2022	10/31/2022	63005081 44051 Utilities	Electric Utilities
	Wastewater/Water Dept Electric Services- Sept 22	7,930.64	3999900226sept2022	10/31/2022	63005082 44051 Sewer	Electric Utilities
						<u>11,203.73</u>
15917	AI Warren Oil Co Inc 1070.2 Gals of Unleaded Gas, 1248.4 Gals of Diesel	9,552.27	W1515000	10/31/2022	10 13001 GF	Gasoline Inventory
	700.5 Gals of Unleaded Gas	2,449.71	W1513225	10/24/2022	10 13001 GF	Gasoline Inventory
						<u>12,001.98</u>
15918	All Traffic Solutions Traffic Application 12mo Renewal	4,500.00	Q-69505	7/15/2022	10024041 42019 PD	Maintenance Agreements
						<u>4,500.00</u>
15919	Allscape Inc. 2022 Contracted Landscape Maintenance	1,050.00	22-0460	10/25/2022	10035052 42106 Streets	Landscaping - City Property
						<u>1,050.00</u>
15920	Aramark City Mat Service	931.18	6020055728	10/12/2022	10012025 42011 Bldg Maint	Maintenance - Building/Grounds
						<u>931.18</u>
15921	Artistic Engraving 4 PD Stars	528.91	19906	10/24/2022	10024041 44015 PD	Maintenance - Other Equipment
						<u>528.91</u>
15922	Bannerville USA, Inc Installation of Fall Pole Banners	561.00	33040	9/29/2022	22040000 49036 Tourism	Community Events
	1 Prairie Fest Stage Banner	450.00	32590	7/19/2022	22040000 49036 Tourism	Community Events
						<u>1,011.00</u>
15923	Chiappetta CDC Minutes- 10/17/2022	202.50	2022-7	10/23/2022	10012021 42086 CD	Publish Legal Notice
						<u>202.50</u>
15924	Chicago Metropolitan Agency for Planning FY2023 Local Contribution	522.11	2023MUNI278	11/7/2022	10011011 42092 Admin	Dues And Subscriptions - Legis
						<u>522.11</u>

## List of Bills - November 17, 2022

CHECK	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION	
15925	ClientFirst Consulting Group, LLC	ERP Implementation	1,083.75	14242	9/30/2022	10011015 42030 IT	IT Professional Services
			<u>1,083.75</u>				
15926	Commonwealth Edison	411 Irving	47.17	4578064010nov22	10/21/2022	21035059 44051 MFT	Electric Utilities
		Street Lights	250.33	592031019nov22	10/21/2022	21035059 44051 MFT	Electric Utilities
		401 Crestwood	166.21	1094161002nov22	10/26/2022	21035059 44051 MFT	Electric Utilities
		475 Arbor	68.72	931132071nov22	10/26/2022	63005081 44051 Utilities	Electric Utilities
		387 Preserve	80.80	1935098099nov22	10/26/2022	63005082 44051 Sewer	Electric Utilities
		152 Janis	55.16	1977013032nov22	10/26/2022	63005081 44051 Utilities	Electric Utilities
		970 Lively	5.33	1891117124nov22	10/25/2022	21035059 44051 MFT	Electric Utilities
		Clock Tower	413.91	2397133276nov22	10/25/2022	21035059 44051 MFT	Electric Utilities
		121 E Irving Lights	1,209.66	2720145042nov22	10/25/2022	21035059 44051 MFT	Electric Utilities
		Sign Devon Ave	25.14	3683007037nov22	10/25/2022	21035059 44051 MFT	Electric Utilities
		333 E Irving Park Rd	290.45	5850691034nov22	10/25/2022	21035059 44051 MFT	Electric Utilities
		269 Irving	8.24	3531026055nov22	10/21/2022	21035059 44051 MFT	Electric Utilities
		L/S Street Lights	182.20	2811168048nov22	10/28/2022	21035059 44051 MFT	Electric Utilities
		372 Wood Dale	245.51	6102069032nov22	10/18/2022	21035059 44051 MFT	Electric Utilities
		948 Edgewood	10.56	1091045118nov22	10/25/2022	21035059 44051 MFT	Electric Utilities
		SS Irving	338.21	5850739020nov22	10/25/2022	60 44051 Metra	Electric Utilities
		144 Commercial	121.32	6018658025nov22	10/25/2022	63005081 44051 Utilities	Electric Utilities
		790 N Central Ave	431.20	7530503011nov22	10/25/2022	21035059 44051 MFT	Electric Utilities
		Street Lights	4,287.55	5551084019nov22	10/21/2022	21035059 44051 MFT	Electric Utilities
		Street Lights	224.33	2003164030nov22	10/26/2022	21035059 44051 MFT	Electric Utilities
							<u>8,462.00</u>
15927	Concentric Integration	2022-2023 Support Services Fixed Fee	1,594.00	0239739	10/24/2022	63005081 42021 Utilities	Maintenance Equipment Distribu
		2022-2023 Time and Material Support Services	2,509.07	0239740	10/24/2022	63005081 42021 Utilities	Maintenance Equipment Distribu
		Tower 2 Cellular Upgrade	2,280.60	0239736	10/24/2022	63005081 42021 Utilities	Maintenance Equipment Distribu
							<u>6,383.67</u>
15928	Control Technology & Solutions LLC	PD Project	24,237.20	0922033	9/30/2022	50020000 46039 CIP	Police Department Improvements
							<u>24,237.20</u>

## List of Bills - November 17, 2022

CHECK	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
15929	Cook County Highway Department Traffic Signal Maint- Devon/Ridge/Mittel	417.75	2022-3	10/3/2022	21035059 42040 MFT	Traffic Signal/Traffic Control
			<u>417.75</u>			
15930	D&B Landscaping Services Grass Cutting Service- September 2022	4,576.00	5398	10/20/2022	10012021 42104 CD	Property Maintenance
			<u>4,576.00</u>			
15931	Drost Uniform Allowance Reimbursement	153.00	4	10/27/2022	10024041 44021 PD	Uniforms
			<u>153.00</u>			
15932	DuPage County Recorder Misc Lien	11.50	R2022-086656	10/1/2022	10011011 42087 Admin	Recording Fees
			<u>11.50</u>			
15933	DuPage Water Commission City Water Purchase- October 2022	179,953.20	01-2300-00oct2022	10/31/2022	63005081 44053 Utilities	DPWC Water Purchase
			<u>179,953.20</u>			
15934	Edgar Truck Wash Hydrant Meter Use, 50,507 Gals Used	1,500.00	3	9/29/2022	63 22066 Water	Hydrant meter rental deposit
	Hydrant Meter Use, 50,507 Gals Used	-562.65	3	9/29/2022	63 35110 Water	Sale Of Water
			<u>937.35</u>			
15935	Evan Grant Uniform Allowance Reimbursement	589.76	2	10/10/2022	10024041 44021 PD	Uniforms
			<u>589.76</u>			
15936	Forest Awards & Engraving 1 Plaque	28.50	13192	10/12/2022	10024041 42005 PD	Printing
	1 Solid Black Plaque	37.00	13262	10/31/2022	22040000 49036 Tourism	Community Events
			<u>65.50</u>			
15937	Frederick Quinn Corporation New Public Works Facility	628,909.00	5560922	9/30/2022	50010000 46036 CIP	PW Building Improvements
	New Public Works Facility	780,142.00	5520922	9/30/2022	50010000 46036 CIP	PW Building Improvements
			<u>1,409,051.00</u>			
15938	Gerard Printing Company 500 Business Cards	63.50	118554	10/21/2022	10011011 42005 Admin	Printing
	1000 PW/CD Cards	127.00	118519	10/21/2022	10011011 42005 Admin	Printing
			<u>190.50</u>			

## List of Bills - November 17, 2022

CHECK	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION	
15939	Goding Electric	Mixer for Tank 1 Rebuild	4,918.40	556742	10/6/2022	63005082 42015 Sewer	Maintenance - Other Equipment
			<u>4,918.40</u>				
15940	Guardian Alliance Technologies, Inc	PSA Monthly	102.00	16846	10/31/2022	10024041 44039 PD	Detective's Expense
			<u>102.00</u>				
15941	H&H Electric Co	Replaced Burnt Out Lights on Irving	6,251.18	39892	9/30/2022	21035059 42010 MFT	Maintenance - Street Lights
			<u>6,251.18</u>				
15942	Healy Asphalt Company LLC	4.88 Tons of Surface	326.96	34236	10/27/2022	50030000 46031 CIP	Street Improvement Program
		1 Asphalt Dump Load/ 4.71 Tons of Surface	315.57	34208	10/26/2022	50030000 46031 CIP	Street Improvement Program
		1.42 Tons of UPM Cold Mix	220.10	34015	10/14/2022	50030000 46031 CIP	Street Improvement Program
			<u>862.63</u>				
15943	Heartland Business Systems, LLC	CSP Monthly- October 2022	3,805.28	554274-H	10/17/2022	10011015 42105 IT	IT - Software Licenses & M/As
			<u>3,805.28</u>				
15944	HR Green	Elizabeth Dr Bridge	11,895.27	16-155159	8/25/2022	50030000 46033 CIP	Bridge Improvements
		Time and Material Work/Projects	4,732.00	152393	5/10/2022	10015051 42050 PW Admin	Engineering Services
		Time and Material Work/Projects	8,215.00	156336	10/17/2022	10015051 42050 PW Admin	Engineering Services
		Spruce Street Feasibility Study	4,754.25	156287	10/13/2022	50030000 46031 CIP	Street Improvement Program
		ITEP Funding Application	3,115.00	156288	10/13/2022	10015051 42050 PW Admin	Engineering Services
		Elizabeth Dr Bike Path Extension	9,899.25	156286	10/13/2022	50030000 46033 CIP	Bridge Improvements
		Elizabeth Dr Bridge	15,327.88	18-156788	10/25/2022	50030000 46033 CIP	Bridge Improvements
			<u>57,938.65</u>				
15945	IL Secretary of State Police	1 Title Purchase/Confidential Plates	301.00	8	10/28/2022	10024041 42017 PD	Maintenance - Vehicles
			<u>301.00</u>				
15946	Illinois Department of Transportation	Traffic Signal Maintenance- IP/Addison/Prospect	578.88	63097	10/10/2022	21035059 42040 MFT	Traffic Signal/Traffic Control
		IL83/Oak Meadows	3,195.91	125040	11/1/2022	21035059 42040 MFT	Traffic Signal/Traffic Control
			<u>3,774.79</u>				

## List of Bills - November 17, 2022

CHECK	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION	
15947	Intoximeters	Drygas	230.50	718884	10/20/2022	10024041 44015 PD	Maintenance - Other Equipment
		<u>230.50</u>					
			230.50				
15948	IPBC - Intergovernmental Personnel	Monthly Insurance Premium- Nov 2022	52,268.01	Nov-22	10/31/2022	10011011 42061 Admin	Health Insurance
		Monthly Insurance Premium- Nov 2022	79.19	Nov-22	10/31/2022	10012021 42061 CD	Health Insurance
		Monthly Insurance Premium- Nov 2022	4,122.33	Nov-22	10/31/2022	10012022 42061	Health Insurance
		Monthly Insurance Premium- Nov 2022	100.63	Nov-22	10/31/2022	10012023 42061	Health Insurance
		Monthly Insurance Premium- Nov 2022	5,845.68	Nov-22	10/31/2022	10013000 42061 Finance	Health Insurance
		Monthly Insurance Premium- Nov 2022	12,891.28	Nov-22	10/31/2022	10024041 42061 PD	Health Insurance
		Monthly Insurance Premium- Nov 2022	47,324.15	Nov-22	10/31/2022	10024042 42061	Health Insurance
		Monthly Insurance Premium- Nov 2022	9,734.56	Nov-22	10/31/2022	10024043 42061	Health Insurance
		Monthly Insurance Premium- Nov 2022	3,160.92	Nov-22	10/31/2022	10024044 42061	Health Insurance
		Monthly Insurance Premium- Nov 2022	4,942.36	Nov-22	10/31/2022	10024045 42061	Health Insurance
		Monthly Insurance Premium- Nov 2022	7,781.77	Nov-22	10/31/2022	10015051 42061 PW Admin	Health Insurance
		Monthly Insurance Premium- Nov 2022	13,094.51	Nov-22	10/31/2022	10035052 42061 Streets	Health Insurance
		Monthly Insurance Premium- Nov 2022	4,508.64	Nov-22	10/31/2022	10015053 42061 VGM	Health Insurance
		Monthly Insurance Premium- Nov 2022	13,688.98	Nov-22	10/31/2022	63005081 42061 Utilities	Health Insurance
		Monthly Insurance Premium- Nov 2022	17,947.95	Nov-22	10/31/2022	63005082 42061 Sewer	Health Insurance
			<u>197,490.96</u>				
15949	IPRF - Illinois Public Risk Fund	December W/C Fee	23,273.25	76468	10/31/2022	10011014 42043 HR	Insurance Premiums
		December W/C Fee	7,757.75	76468	10/31/2022	63005082 42043 Sewer	Insurance Premiums
			<u>31,031.00</u>				
15950	J.G. Uniforms	Uniform Allowance	200.00	105594	10/25/2022	10024041 44021 PD	Uniforms
			<u>200.00</u>				
15951	Johnson Controls	Alarm Fees Nov 22- Jan 23	1,815.07	10488619	11/8/2022	10011015 42001 IT	Telephone/Alarm Line
		Alarm Fees Nov 22- Jan 23	3,381.24	10488619	11/8/2022	63005081 42001 Utilities	Telephone/Alarm Line
		Alarm Fees Nov 22- Jan 23	8,002.88	10488619	11/8/2022	63005082 42001 Sewer	Telephone/Alarm Line
			<u>13,199.19</u>				
15952	Kwik-print Inc	1000 Notice of Vehicle Seizure Hearing Forms	347.30	72091	10/24/2022	10024041 42005 PD	Printing
		20 Event Parking Signs	1,404.00	72102	10/26/2022	22040000 49036 Tourism	Community Events



## List of Bills - November 17, 2022

CHECK	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
	Capital Improvements Street Resurfacing Poster	66.00	72151	11/1/2022	10011011 49005 Admin	Conferences/Meetings - Admin
	Revised Posters	198.00	72146	11/1/2022	10011011 49005 Admin	Conferences/Meetings - Admin
	19 Posters	1,254.00	72128	10/31/2022	10011011 49005 Admin	Conferences/Meetings - Admin
		<u>3,269.30</u>				
15953 Lakeshore Recycling Systems	City Street Sweeping	4,359.98	PS495109	10/31/2022	20035058 42110 RB	Street Sweeping
		<u>4,359.98</u>				
15954 LEAF	6 Copier Systems	3,318.13	13830755	10/11/2022	10011015 42105 IT	IT - Software Licenses & M/As
		<u>3,318.13</u>				
15955 LERMI	2023 Membership	40.00	1855	10/28/2022	10024041 42090 PD	Dues And Subscriptions
	2023 Membership	40.00	1856	10/28/2022	10024041 42090 PD	Dues And Subscriptions
	2023 Membership	40.00	1857	10/28/2022	10024041 42090 PD	Dues And Subscriptions
		<u>120.00</u>				
15956 Levato Group, Inc.	Uniform Allowance	549.00	14719	10/31/2022	10015051 44021 PW Admin	Uniforms
		<u>549.00</u>				
15957 Linda Pieczynski	Subscription for 35 Officers	140.00	115	10/26/2022	10024041 42089 PD	Education And Training
		<u>140.00</u>				
15958 Metro Media	Half Page in GOA Magazine	100.00	64905	10/24/2022	10011011 49006 Admin	Conferences/Meetings - Legis
		<u>100.00</u>				
15959 Nicor Gas	180 Brookhurst	367.56	59430900007nov22	10/25/2022	63005082 44052 Sewer	Natural Gas Utilities
	277 Edgebrook	51.30	63335878946nov22	10/24/2022	63005081 44052 Utilities	Natural Gas Utilities
	388 Irving	57.87	46617400000nov22	11/3/2022	63005081 44052 Utilities	Natural Gas Utilities
	Royal Oaks	686.62	28882900005nov22	11/1/2022	20035058 44052 RB	Natural Gas Utilities
	150 Janis	51.10	38546902156nov22	10/24/2022	63005081 44052 Utilities	Natural Gas Utilities
	256 Mittel	51.30	69653763057nov22	10/24/2022	63005082 44052 Sewer	Natural Gas Utilities
	331 Edgewood	59.99	77616386478nov22	10/26/2022	63005081 44052 Utilities	Natural Gas Utilities
	475 Arbor	56.91	3000235840nov22	10/26/2022	63005081 44052 Utilities	Natural Gas Utilities

## List of Bills - November 17, 2022

CHECK	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
	387 Preserve	58.26	5465097177nov22	10/26/2022	63005081 44052 Utilities	Natural Gas Utilities
	144 Commercial	232.29	6863454192nov22	10/26/2022	63005081 44052 Utilities	Natural Gas Utilities
	790 N Central Ave	252.62	68021722167nov22	10/24/2022	10015051 44052 PW Admin	Natural Gas Utilities
	333 E Irving Park	489.50	68992790375nov22	10/24/2022	10015051 44052 PW Admin	Natural Gas Utilities
	429 Knollwood	51.30	99560406466nov22	10/24/2022	63005081 44052 Utilities	Natural Gas Utilities
	890 Lively	51.30	61032393516nov22	10/24/2022	63005081 44052 Utilities	Natural Gas Utilities
	269 Irving	49.63	44347800003nov22	10/24/2022	63005082 44052 Sewer	Natural Gas Utilities
	269 Irving- A	1,351.76	21347800001nov22	10/24/2022	63005082 44052 Sewer	Natural Gas Utilities
	444 Potter	170.61	53400900006nov22	10/21/2022	63005081 44052 Utilities	Natural Gas Utilities
	412 Park	166.98	55400900001nov22	10/21/2022	63005081 44052 Utilities	Natural Gas Utilities
		<u>4,256.90</u>				
15960	PACE SUBURBAN BUS					
	City Bus Service	100.00	612202	10/25/2022	22010000 42038 Tourism	Public Transportation
		<u>100.00</u>				
15961	Palasz					
	Uniform Allowance Reimbursement	183.96	3	11/2/2022	10024041 44021 PD	Uniforms
		<u>183.96</u>				
15962	Postmaster					
	Marketing Mail	275.00	PI9	11/7/2022	10011011 42091 Admin	Dues And Subscriptions - Admin
		<u>275.00</u>				
15963	Quality Partners Construction					
	Plan Review Refund- 333 E Potter- RES-2022-0501	80.00	1	10/28/2022	10 33005 GF	Plan Review Fees
		<u>80.00</u>				
15964	Ray O'Herron Co Inc					
	Uniform Allowance	381.95	2228288	10/21/2022	10024041 44021 PD	Uniforms
	Uniform Allowance	171.96	2229557	10/27/2022	10024041 44021 PD	Uniforms
	Uniform Allowance	51.98	2229558	10/27/2022	10024041 44021 PD	Uniforms
		<u>605.89</u>				
15965	RJN Group, Inc.					
	FY22-23 Engineering Services	26,534.92	37080107	11/2/2022	63005085 46047 Water CIP	Wastewater
		<u>26,534.92</u>				
15966	RW Dunteman Company					
	2023 Roadway Program Project	364,677.55	3	11/3/2022	50030000 46031 CIP	Street Improvement Program
		<u>364,677.55</u>				

## List of Bills - November 17, 2022

CHECK	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
15967	S.B. Friedman & Company TW Deal Phase #3	14,931.43	3	11/4/2022	24 42034 TIF 1	Professional Services
			<u>14,931.43</u>			
15968	Schumann Printers, I Community Newsletter- Nov/Dec 2022	5,432.27	141411	10/26/2022	10011016 42005 Marketing	Printing
			<u>5,432.27</u>			
15969	Shred-It Shred Event	3,177.60	8002619123	10/25/2022	61 49090 Sanitation	Clean Air Counts
			<u>3,177.60</u>			
15970	Soil & Material Consultants, Inc. Public Works Facility Improvements	7,268.75	48228	9/30/2022	50010000 46036 CIP	PW Building Improvements
			<u>7,268.75</u>			
15971	Sparkles Entertainment, Inc. Trunk or Treat Entertainment	590.00	2	10/26/2022	22040000 49036 Tourism	Community Events
			<u>590.00</u>			
15972	Standard Equipment Company 2022 Vactor 2100 Plus	496,488.93	U01028	10/17/2022	70 38063 CERF	Transfer from Water/Sewer
			<u>496,488.93</u>			
15973	Suburban Laboratories Inc Wastewater Water Lab Testing	270.00	208300	10/31/2022	63005081 42033 Utilities	Laboratory Services
	Wastewater Water Lab Testing	3,145.72	208446	10/31/2022	63005082 42033 Sewer	Laboratory Services
			<u>3,415.72</u>			
15974	Superior Ground Service, Inc Clock Tower/Veteran Memorial Bed Maintenance	4,331.07	4790	11/1/2022	10035052 42106 Streets	Landscaping - City Property
			<u>4,331.07</u>			
15975	Thomas Engineering Group, LLC Remainder Payment for FY23-25 Road Projects	100.00	7	9/9/2022	50030000 46031 CIP	Street Improvement Program
			<u>100.00</u>			
15976	Toscas Law Group Traffic Control Railroad Violations- 09/09/22	175.00	090922	9/12/2022	10024041 42034 PD	Professional Services
	Traffic Control Railroad Violations- 10/21/22	175.00	102122	10/24/2022	10024041 42034 PD	Professional Services
	Railroad Crossing Violations- 10/25/22	500.00	102520223	10/26/2022	10024041 42034 PD	Professional Services
	Traffic Control Railroad Violations- 10/25/22	175.00	11252022	10/31/2022	10024041 42034 PD	Professional Services
	Tow/Seizure Violations- 10/25/22	675.00	102520222	10/26/2022	10024041 42034 PD	Professional Services
	Building Code/Ordinance Violations- 10/25/22	500.00	102522	10/26/2022	10012021 42034 CD	Professional Services
			<u>2,200.00</u>			

## List of Bills - November 17, 2022

CHECK	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION	
15977	Traffic Control & Protection	6 Street Signs	260.20	113133	11/3/2022	20035058 42040 RB	Traffic Signal/Traffic Control
			<u>260.20</u>				
15978	TransUnion Risk	Person Searches- October 2022	93.00	427957-202210-1	11/1/2022	10024041 44039 PD	Detective's Expense
			<u>93.00</u>				
15979	UniFirst First Aid Corp	Flash Flood Refill Cartridge	50.29	32-0055-4443	10/28/2022	63005082 44022 Sewer	Safety Equipment
		Medical Kit Resupply- 269 Irving Park	100.87	G101751	10/28/2022	63005082 44022 Sewer	Safety Equipment
		Medical Kit Resupply- 180 Brookhurst	107.99	G101754	10/28/2022	63005082 44022 Sewer	Safety Equipment
			<u>259.15</u>				
15980	VC3, Inc.	Backup Virtualization Solution- October 2022	2,650.00	89500	10/25/2022	10011015 42105 IT	IT - Software Licenses & M/As
			<u>2,650.00</u>				
15981	Verizon Wireless	Phone Service	2,087.46	068047504100001	10/10/2022	10011015 42001 IT	Telephone/Alarm Line
			<u>2,087.46</u>				
15982	Villa Park Office Equipment	Office Equipment- CD	1,137.00	76092	10/24/2022	10012021 46001 CD	Office Equipment
			<u>1,137.00</u>				
15983	WEX Health, Inc	COBRA/FSA Monthly- October 2022	140.25	0001616839-IN	10/31/2022	10011014 42034 HR	Professional Services
			<u>140.25</u>				
15984	Williams Associates Architects, LTD	Public Works Facility	13,514.64	0021312	10/26/2022	50010000 46036 CIP	PW Building Improvements
			<u>13,514.64</u>				
	<b>Grand Total</b>		<u><u>3,690,654.14</u></u>				
	<b>Total number of checks - 71</b>						

# **EXECUTIVE SESSION**

November 17, 2022 --- *Tape Recording is the Law!*

Pursuant to Illinois Open Meetings Act, 5ILCS120/2-1 *et seq.* to discuss:

1. Executive Session Official Minutes (Pursuant to 5ILCS120/2(c)(21))
- 2. Land Acquisition (Pursuant to 5ILCS120/2(c)(5))**
- 3. Land Disposition (Pursuant to 5ILCS120/2(c)(6))**
4. Pending Litigation (Pursuant to 5ILCS120/2(c)(11))
5. Probable Litigation (Pursuant to 5ILCS120/2(c)(11))
6. Collective Bargaining (Pursuant to 5ILCS120/2(c)(2))
7. Personnel (Pursuant to 5ILCS120/2(c)(1))