



# CITY OF WOOD DALE

**NEXT ORDINANCE NUMBER: O-23- 009**

**NEXT RESOLUTION NUMBER: R-23- 22**

## **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, APRIL 20, 2023 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  
APRIL 20, 2023

**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. April 6, 2023 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. 2023 Arbor Day Proclamation
- B. Officer of the Year

**VII. CITY MANAGER'S REPORT**

**VIII. CONSENT AGENDA**

- A. Omnibus Vote
  - i. An Ordinance Granting Special Use for Parking Lot for the Property Located at 227 E. Irving Park Road, Wood Dale, Illinois
  - ii. A Resolution Approving an Agreement for Prairie Fest Security Services & Equipment between Embassy Security Group and the City of Wood Dale in an Amount Not to Exceed \$24,000
  - iii. A Resolution Approving an Agreement between the City of Wood Dale and Water Well Solutions Illinois, LLC for the Well 6 Rehabilitation Project in an Amount Not to Exceed \$79,275.60

**IX. COMMITTEE CHAIRMAN REPORTS**

- A. Planning, Zoning And Building Committee
- B. Public Health, Safety, Judiciary And Ethics Committee
- C. Public Works Committee
- D. Finance And Administration Committee
  - i. A Resolution Authorizing the Execution of a Successor Employment Agreement for City Manager Between the City of Wood Dale and Jeffrey Mermuys

**X. OTHER BUSINESS**

- A. Airport Noise Report
- B. Stormwater Commission Report

**XI. APPROVAL OF LIST OF BILLS**

- i. List of Bills for April 20, 2023 - \$1,521,795.68

**XII. EXECUTIVE SESSION**

**XIII. ITEMS TO BE REFERRED**

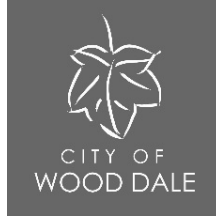
**XIV. ITEMS FOR INFORMATION ONLY**

**XV. ADJOURNMENT**

**POSTED IN CITY HALL ON APRIL 14, 2023 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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## MINUTES OF THE PUBLIC HEARING FOR CITY OF WOOD DALE BUDGET FOR FISCAL YEAR 2023/2024

CITY COUNCIL CHAMBERS  
APRIL 6, 2023

I. CALL PUBLIC HEARING TO ORDER:

Mayor Pulice called the Public Hearing on the Budget- Fiscal Year 2023-2024 to Order at 7:30 p.m.

II. ROLL CALL

Upon roll call, the following were:

Present: Alderwoman Ames, Aldermen Catalano, Curiale, Jakab, Messina, Susmarski, Woods, and Mayor Pulice

Absent: None

Also Present: Legal Counsel Conway, City Clerk Curiale, Treasurer Porch, Police Chief Zito, Public Works Director Lange, Finance Director Wilson, Director Administrative Services Ibarres, Community Development Director Springer

Whereupon the Mayor declared a quorum present.

III. PUBLIC HEARING NOTICE

The Notice of the Public Hearing on the FY 2023-2024 Annual Budget was published in the Daily Herald Newspaper, a newspaper of general circulation in the City of Wood Dale.

IV. PUBLIC HEARING

A. The Public Hearing on the FY 2023-2024 Annual Budget was transcribed by a Certified Court Reporter.

B. CITIZENS TO BE HEARD

None

V. MOTION TO ADJOURN PUBLIC HEARING

The Mayor entertained a Motion to Adjourn the Public Hearing on the FY 2023-2024 Annual Budget. A motion was made by Alderman Jakab seconded by Alderman Susmarski, to adjourn the Public Hearing. When the question was put, a voice vote was taken with the following results:

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

Nays: None

Whereupon the Mayor declared the motion carried.

VI. ADJOURN PUBLIC HEARING

Mayor Pulice adjourned the Public Hearing on the FY 2023-2024 Annual Budget on April 6, 2023 at 7:39 p.m.

REGULAR CITY COUNCIL MEETING  
OF THE CITY OF WOOD DALE, DU PAGE COUNTY, ILLINOIS  
IN THE CITY ADMINISTRATION BUILDING  
April 6, 2023

I. CALL TO ORDER REGULAR CITY COUNCIL MEETING:

Mayor Nunzio Pulice called the Regular City Council Meeting to Order at 7:39 p.m.

II. ROLL CALL

Upon roll call, the following were:

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

Absent: None

Also Present: City Clerk Curiale, Treasurer Porch, Legal Counsel Conway, Acting City Manager Wilson, Public Works Director Lange, Police Chief Zito, Director Administrative Services Ibarres, Community Development Director Springer

Whereupon the Mayor declared a quorum present.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

Alderwoman Ames made a motion, seconded by Alderman Curiale, to approve the Regular City Council Minutes of March 16, 2023. When the question was put, a roll call vote was taken with the following results:

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

Nays: None

Whereupon the Mayor declared the motion carried.

V. COMMUNICATIONS AND PETITIONS:

i. Written Communiques of Citizens to Be Heard  
None

ii. Citizens to be Heard

Mr. Doug Leider is having basement and backyard flooding issues. Director Lange will speak with Mr. Lange afterwards about the City's Rear Yard Drainage Program.

**VI. MAYOR'S REPORT**

- A. Mayor Pulice stated the City's Annual City-Wide Vehicle Sticker Art Work Contest ended February 24. This year had the largest number of drawings turned in since 2018. Sixteen (16) entries were received and voted on by the City Council. The winning design for the 2023-2024 Vehicle Sticker was done by Justina Hreczany. Second Place went to Chloe Ababon, and Third Place went to Matt Hudak. Both will receive Target Gift cards. Mayor Pulice congratulated and thanked Justina for her design and presented her with a plaque from the City Council for the new Vehicle Sticker along with a Gift Card and a vehicle sticker for her parents.

**VII. CITY MANAGER'S REPORT**

Acting City Manager Wilson gave 4 reports:

- 1) Veteran Banners honoring current and former Wood Dale Veterans will be displayed during Memorial and Veterans Day Season. To have a Banner displayed this Memorial Season, applications can be found on the City's website and returned to the City Clerk's Office along with a high-resolution digital photo. The deadline to submit the application and photo is April 11. Thank you to all the Service Men and Women.
- 2) The City has partnered with the Wood Dale Public Library to host the Community Food Drive to support the Wood Dale Food Pantry. Items can be dropped off at City Hall and at the Library during operating hours until April 30. This is one way to support your local community during times of need.
- 3) Wood Dale Memorial Parade is a Community tradition and planning is underway. Please visit the City website for more information and information on how to become a participant. We'd love to see you there!
- 4) The first Citywide Brush Collection of the year is set for the week of April 10. Items must be placed by the curb Monday, April 10<sup>th</sup> by 6:30 a.m. Collections will be made sometime during that week.

**VIII. CONSENT AGENDA****A. Omnibus Vote**

- i. *A Resolution Approving an Agreement between the City of Wood Dale and Performance Pipelining, Inc. for the FY 2024 Sanitary Sewer Rehabilitation Project in an Amount Not to Exceed \$757,321*
- ii. *A Resolution Approving a Proposal from RJN Group, LLC for Professional Engineering Services for the FY 2024 Infiltration and Inflow Project in an Amount Not to Exceed \$158,030*
- iii. *A Resolution Approving an Agreement between the City of Wood Dale and Martam Construction, Inc. for the Klefstad Lift Station and Force Main Improvements in an Amount Not to Exceed \$1,993,945*
- iv. *A Resolution Accepting the Fiscal Year 2022 Annual Audit Report from Sikich, LLP*

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

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

Nays: None

Whereupon the Mayor declared the motion carried approving the following:

- i. *A Resolution Approving an Agreement between the City of Wood Dale and Performance Pipelining, Inc. for the FY 2024 Sanitary Sewer Rehabilitation Project in an Amount Not to Exceed \$757,321*
- ii. *A Resolution Approving a Proposal from RJN Group, LLC for Professional Engineering Services for the FY 2024 Infiltration and Inflow Project in an Amount Not to Exceed \$158,030*
- iii. *A Resolution Approving an Agreement between the City of Wood Dale and Martam Construction, Inc. for the Klefstad Lift Station and Force Main Improvements in an Amount Not to Exceed \$1,993,945*
- iv. *A Resolution Accepting the Fiscal Year 2022 Annual Audit Report from Sikich, LLP*

On a motion by Alderman Woods, seconded by Alderman Susmarski, to approve the individual items on the Consent Agenda, including Items 1 through 4. When the question was put, a roll call vote was taken with the following results:

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

Nays: None

Whereupon the Mayor declared the motion carried

#### IX. COMMITTEE CHAIR REPORTS

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

No Report

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

No Report

##### C. **Public Works Committee**

No Report

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

- i. *A Resolution Authorizing the Execution of an Intergovernmental Agreement between the City of Wood Dale and Wood Dale School District 7 for the City's Temporary Use of Park District Property for the City's 2023 Prairie Fest*

On a motion by Alderman Catalano, seconded by Alderman Jakab, to approve *A Resolution Authorizing the Execution of an Intergovernmental Agreement between the City of Wood Dale and Wood Dale School District 7 for the City's Temporary Use of Park District Property for the City's 2023 Prairie Fest*. When the question was put, a voice vote was taken with the following results:

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

Nays: None

Whereupon the Mayor declared the motion carried.

- ii. *A Resolution Authorizing the Execution of an Intergovernmental Agreement Between the City of Wood Dale and the Wood Dale Park District for the City's Temporary Use of School District Property for the City's 2023 Prairie Fest*

On a motion by Alderman Catalano, seconded by Alderman Ames, to approve A *Resolution Authorizing the Execution of an Intergovernmental Agreement Between the City of Wood Dale and the Wood Dale Park District for the City's Temporary Use of School District Property for the City's 2023 Prairie Fest*. When the question was put, a voice vote was taken with the following results:

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

Nays: None

Whereupon the Mayor declared the motion carried.

- iii. *An Ordinance Adopting the Annual Budget for Fiscal Year 2023-2024*

On a motion by Alderman Catalano, seconded by Alderman Messina, to approve *the City of Wood Dale 2023-2024 Annual Budget without the Assistant City Manager Position and including a Single Full-Time Dial-A-Ride Employee*.

Alderman Woods stated he felt the Asst. City Manager position should be left in the Budget as a placeholder to have further conversation.

Director Lange responded to inquiries from Alderman Woods, Alderman Messina, and Mayor Pulice, stating there has been discussion to increase ridership with more advertising through several different medias, extending the hours of service available for rides, and the driver will be doing administrative work in the Public Works Department in down time between riders. Director Lange restated this position's priority is Dial-A-Ride and service will not be affected by any Administrative work being done. There has been difficulty finding Part-time drivers. Applicants are looking for Full-time positions with benefits. He stated there are 18 active riders at the moment and 650 trips/yr.

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

Ayes: Alderwoman Ames, Aldermen Catalano, Curiale, Jakab, and Messina

Nays: Alderman Susmarski, Alderman Woods

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: April 6, 2023 **\$2,802,994.96**

On a motion by Alderman Catalano, seconded by Alderman Jakab, to approve the April 6, 2023 payment of the List of Bills, for the total amount of **\$2,802,994.96** for the following:

• General Fund	\$ 1,548,603.98
• Road & Bridge Fund	\$ -
• Motor Fuel Tax Fund	\$ 9,452.87
• Tourism Fund	\$ 3,807.20
• Narcotics Fund	\$ -
• TIF District #1	\$ 408,644.87
• TIF District #2	\$ 24,457.50
• Capital Projects Fund	\$ 634,694.89
• Land Acquisition Fund	\$ -
• Commuter Parking Lot Fund	\$ 4,073.00
• Sanitation Fund	\$ 144,255.88
• Water & Sewer Fund	\$ 23,871.42
• CERF	\$ 1,133.35
• Special Service Area Fund	\$ -

**Total of all Funds: \$ 2,802,994.96**

**Total Number of Checks: 70**

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

Ayes: Alderwoman Ames, Aldermen Catalano, Curiale, Jakab, 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 Alderwoman Ames, seconded by Alderman Woods, to adjourn the Regular Meeting of April 6, 2023. When the question was put, all Aldermen voted in the Affirmative. Whereupon the Mayor declared the meeting adjourned at 8:10 pm.



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\*\*\* OFFICIAL PROCLAMATION \*\*\*

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**WHEREAS** in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

**WHEREAS** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

**WHEREAS** Arbor Day is now observed throughout the nation and the world, *and*

**WHEREAS** trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

**WHEREAS** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

**WHEREAS** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

**WHEREAS** trees — wherever they are planted — are a source of joy and spiritual renewal.

**NOW, THEREFORE,** I, \_\_\_\_\_, Mayor of the City of \_\_\_\_\_, do hereby proclaim \_\_\_\_\_ as **ARBOR DAY**

In the City of \_\_\_\_\_, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

**FURTHER,** I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

**DATED THIS** \_\_\_\_\_ day of \_\_\_\_\_,

Mayor \_\_\_\_\_



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: April 20, 2023  
Subject: Sweet Baby Rays Parking Lot Special Use  
Staff Contact: Staci Springer, Community Development Director  
Department: Community Development Department

**TITLE:** An Ordinance Granting A Special Use And Variations Related To The Construction And Use Of A Parking Lot Located At 227 E. Irving Park Road

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

Committee Vote: 7-0

Committee Meeting Date: April 13, 2023

Requested information from Committee: Petitioner understands that the permit for the trash enclosure is expected to be submitted either in conjunction with or before the permit for parking lot construction.

### **DOCUMENTS ATTACHED**

- ✓ Ordinance
- ✓ Ordinance Exhibit A – CDC Memo dated March 20, 2023

### **STRATEGIC PLAN ITEM**

- Yes  
 No

**ORDINANCE NO. O-23-009**

**AN ORDINANCE GRANTING A SPECIAL USE AND VARIATIONS RELATED  
TO THE CONSTRUCTION AND USE OF A PARKING LOT LOCATED AT  
227 E. IRVING PARK ROAD**

**WHEREAS**, the City of Wood Dale (“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 properties located within the municipal boundaries of the City; and

**WHEREAS**, in furtherance of this authorization, the City has adopted a Unified Development Ordinance (“UDO”), codified in Chapter 17 of the City Code, which sets forth regulations regarding the use of property within the City; and

**WHEREAS**, the UDO provides for regulations concerning permitted special uses, lot area and street transition requirements in the City’s Town Center Business (“TCB”) District; and

**WHEREAS**, the Petitioner, SBR Real Estate Investments, LLC, (the “Applicant”) applied for a special use permit for construction and use of a parking lot located on 227 E. Irving Park Rd (the “Property”) as well as variations from the City’s land use regulations in the City’s TCB District concerning lot coverage and street transition and related to the proposed parking lot; and

**WHEREAS**, on March 20, 2023, the Community Development Commission held a public hearing on the proposed requests for zoning relief in Case No. CDC-2023-0001 following the necessary publication of a legal notice pursuant thereto, as required by law and the City Code; and

**WHEREAS**, following said hearing, the request for zoning relief did not receive the requisite affirmative vote of the Community Development Commission; accordingly, under the UDO the Community Development Commission has recommended denial of the Applicant’s requests for zoning relief; and

**WHEREAS**, the proposed requests for zoning relief; recommendation of the Community Development Commission; and Findings of Fact and Staff recommendation set forth in the Staff Report relative to Case No. CDC-2023-0001, dated March 20, 2023, attached hereto and incorporated herein by reference as Exhibit A, have been considered by the Planning, Zoning and Building Committee of the City Council of the City of Wood Dale, and the Planning, Zoning and Building Committee of the City Council has recommended unanimous approval of the Applicant’s requests for zoning relief; and

**WHEREAS**, the City Council of the City of Wood Dale has reviewed the matter herein and has determined that granting the Applicant’s requests for a special use permit and variances in Case No. CDC-2023-0001 are in the best interests of the health, safety and welfare of the citizens

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:** Applicant, in Case No. CDC-2023-0001, is granted a special use permit for the construction and use of a parking lot on 227 E. Irving Park Rd., which use is limited as an accessory use to the existing uses of the buildings on the zoning lot.

**SECTION THREE:** Concerning the construction and use of the proposed parking lot, Applicant, in Case No. CDC-2023-0001, is granted a variance from section 17.502.C.3.b on the UDO to allow for a 2.5’ street transition and Applicant is further granted a variance from section 17.403.A of the UDO to allow for a zoning lot area 13,991 sq. ft.

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

**SECTION FIVE:** 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 SIX:** 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 20th day of April, 2023

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

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

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

APPROVED this 20th day of April, 2023

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

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

Published in pamphlet form \_\_\_\_\_, 2023

# CITY OF WOOD DALE

Community Development



## MEMO

DATE: March 20, 2023  
TO: Community Development Commission  
FROM: Gosia Pociecha, AICP, Senior Planner  
SUBJECT: Case No. CDC-2023-0001, Special Use for Parking Lot and Zoning Variations, 227 E Irving Park Road (Sweet Baby Rays)

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### **REQUEST**

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An application has been filed by Duce Raymond representing the SBR Events Group for a Special Use for a parking lot and Zoning Variations related to lot area and street transition to permit the construction of a parking lot at 227 E Irving Park Road, Wood Dale, Illinois.

### **PROPERTY INFORMATION**

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Site Address: 227 E Irving Park Road  
PIN: 03-15-104-016 and 03-15-104-017  
Property Size: 0.32 Acres (approx. 13,991 square feet)  
Existing Land Use: Retail/Commercial  
Future Land Use: Retail/Commercial  
Existing Zoning: TCB, Town Center Business

#### Surrounding Zoning & Land Use

North: R-4 (Medium Density Single-Family) & Single Family Residential  
South: TCB (Town Center Business) & Retail/Commercial  
East: TCB (Town Center Business) & Retail/Commercial  
West: TCB (Town Center Business) & Retail/Commercial

### **ANALYSIS**

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#### **Submittals**

The analysis and recommendation provided within this memo are based on the following documents, which are on file in the Community Development Department and attached as noted:

- Public Hearing Application
- Petitioner's Narrative/Cover Letter (Exhibit A)
- Responses to Special Use and Site Plan Review Standards (Exhibit B)

- Responses to Variation Standards (Exhibit C)
- Plat of Survey (Exhibit D)
- Site Plan (Exhibit E)
- Preliminary Engineering Plans (Exhibit F)
- Photometric Plan (Exhibit G)
- Landscape Plan (Exhibit H)
- Owner's Authorization
- Proof of ownership

**Project Description**

The subject property is located at 227 E. Irving Park Road at the intersection with Cedar Avenue (see map below). The property, approximately 0.32 acres in size, consists of two parcels and is zoned TCB, Town Center Business. Currently the subject property is vacant (see Plat of Survey in Exhibit D). SBR Real Estate Investments, LLC is the property owner.

The subject property and the parcels adjacent to the east are all under common ownership; there are a total of seven parcels. The properties adjacent to the east of subject property are improved with surface parking and two buildings: one housing the catering business (235 E. Irving Park Rd) and the other houses the Sweet Baby Rays restaurant (249 E. Irving Park Rd).



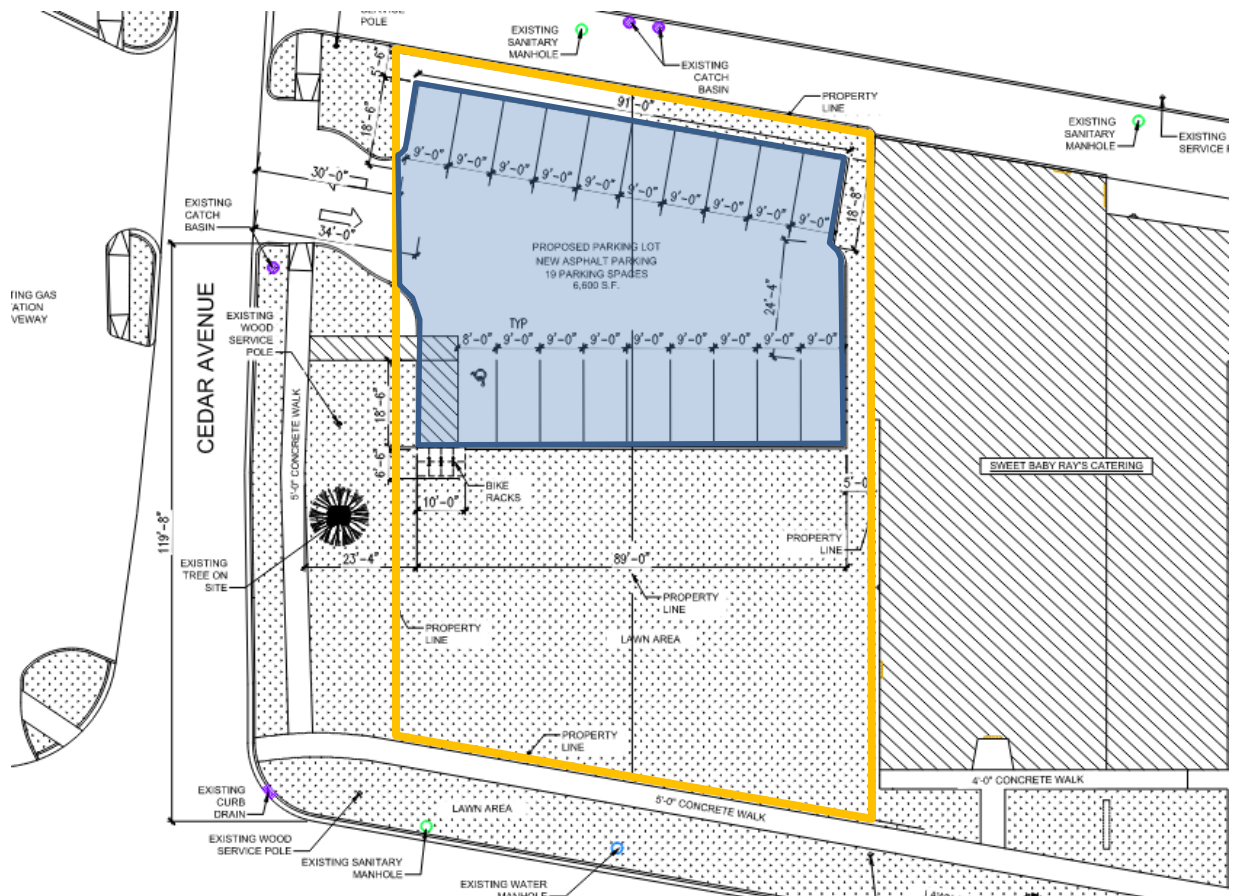


The photograph below depicts the existing vacant site (also see Exhibit D for the Plat of Survey). City records indicate that the subject property used to contain a single-family residence on the western parcel along Cedar Ave. The property was purchased by the applicant in 2007 and the structure was demolished in 2016 to accommodate future development.



Source: Google Streetview, June 2022

The intent of the petitioner is to construct a parking lot that would serve Sweet Baby Ray's catering operation (See below & Exhibit E for site plan). Per the applicant's statement, the parking lot expansion is needed to accommodate an increase in the number of employees.





**Compliance with the Comprehensive Plan**

The subject property is designated as Retail/Commercial in the Future Land Use Plan of the Comprehensive Plan. This Land Use Category intends to maintain a wide range of retail, restaurant and personal/business service uses, including small office uses and hotels. The proposed parking lot is intended to serve the existing catering business which fits the general description of Retail/commercial category; therefore, the request is consistent with the Comprehensive Plan.

The proposed development will help the City in achieving Goal 4, Objective 2: Keep Wood Dale diverse by managing development to create a balanced mix of land uses, promoting economic vitality and sustainable quality of life. While no change in use is proposed by this petition, the proposed parking lot construction would fill a vacant space at a major thoroughfare. The proposed parking lot would also assist the growing business to meet its needs.

**Compliance with the Unified Development Ordinance**

*Allowable Uses*

The subject site is located within the TCB, Town Center Business district established to provide and maintain areas for commercial and mixed-use development. The intent is to provide a central area for various retail, office, governmental, institutional, public, residential and cultural activities. This district is generally located within a ten (10) minute walk from the City's Metra train station near the intersection of Irving Park Road and Wood Dale Road.

Per the land use Table 4-5 in the UDO, use such as a parking lot/garage as a principal use on a property in the TCB zoning district is permitted only upon consideration as a Special Use. In each case, the impact of such use upon neighboring land and of the public need for such a use at the particular location is considered. As such, the applicant has requested an approval of a Special Use to construct a parking lot at 227 E Irving Park Road. Due to the request for a Special Use, an administrative Site Plan Review is also required.

*Lot Development Standards*

The following table summarizes the lot development standards for the TCB zoning district and how the development meets those code requirements. Note that regulations in **bold and underlined** indicate where variation will be required.

<b><i>Lot Development Standard</i></b>	<b><i>Required/Allowed</i></b>	<b><i>Proposed</i></b>
Minimum Lot Area (sq. ft)	20,000 sq. ft	<b><u>13,991 sq. ft</u></b>
Minimum Lot Width at front yard line (ft)	100 ft	100 ft
Minimum Lot Depth	120 ft	141.50 ft
Minimum Front Yard Setback (ft)	60 ft	60 ft *
Min. Front Yard Parking Setback (ft)	8 ft	60 ft
Minimum Side Yard Setback (ft)	5 ft	5 ft *
Minimum Corner Side Yard Setback (ft)	5 ft	5 ft *
Minimum Rear Yard Setback (ft)	25 ft	25 ft *
Maximum Lot Coverage	80%	47.17%
Maximum Building Height (ft)	50 ft	50 ft *

*\*Marked values represent the minimums that would need to be met. No construction of any structures is currently being proposed.*

### **Zoning Lot**

The subject property consists of two parcels. Lot consolidation was discussed during the application process. However, the property owners do not wish to consolidate at this time, as they have not yet decided what they wish to do with all the lots in the future. Per the UDO, the two parcels can be considered a zoning lot designated by its owner or developer as a tract to be used, developed or built upon as a unit.

Combined area of the subject zoning lot equals 13,991 sq. ft, which does not meet the 20,000 sq. ft minimum lot area required in the TCB district. As such, the applicants are seeking a zoning variation for reduction of the minimum lot area in Sec. 17.403.A to enable this development.

### **Parking**

A total of 19 parking spaces are proposed on-site. The UDO parking regulations require a 30 ft transition space between the right-of-way and the first parking space to accommodate sufficient circulation and to provide queuing space for cars exiting the parking lot. The proposed location and layout of the parking lot is not able to accommodate the 30 ft transition space from the property line.

The applicants have submitted a site plan showing that the distance between the first parking space and the curb cut on Cedar Ave is 30 ft, however per the Municipal Code definition, the right-of-way starts at the property line and not the street line. The petitioners are seeking a zoning variation to reduce the 30 ft street transition requirement to approx. 2.5 feet per Sec. 17.502.C.3.b.

### **Site Plan Review**

Site plan review in accordance with Sec. 17.206 of the UDO has been conducted by staff. The proposed development, subject to Special Use approval, is not expected to have an unwarranted to unreasonable effect on the surrounding property or public utilities. Per initial engineering review, the proposal is not expected to create unreasonable drainage or erosion problems. The project will be subject to complete plan review and code compliance during the permitting process.

### **Neighborhood Comment**

Notice was provided to adjacent property owners in accordance with Section 17.202.E of the UDO. A public hearing sign was placed at the subject property and a public hearing notice published in Daily Herald on March 3<sup>rd</sup>, 2023. Staff did not receive any inquiries regarding the petition as of writing of this memo.

### **Findings of Fact**

#### ***Special Use Standards***

The Community Development Commission may recommend approval of a Special Use if evidence is presented to establish that the application meets the standards found in

Chapter 17, Article II, Section 17.205.B.5 of the Municipal Code. The applicant has provided responses to the standards in Exhibit B and Exhibit C. The standards are as follows (*staff comments italicized*):

1. Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this UDO was enacted and for which the regulations of the district in question were established and with the general purpose and intent of The City of Wood Dale Comprehensive Land Use Plan.

*Response: The proposed use and development are in harmony with the purpose and intent of the UDO, the Town Center Business (TCB) zoning district and the Comprehensive Plan. The proposed parking lot development with its new landscaping will enhance the aesthetic value by redeveloping a currently underutilized parcel within the TCB district. Given that this property is highly visible, the redevelopment will be beneficial to enhance the area and perhaps spur further redevelopment. The proposed use will also benefit the existing business by providing additional parking to accommodate the growing number of employees.*

2. No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

*Response: The proposed use is conforming to the zoning district and will not have a substantial or undue effect on adjacent property, the character of the area or public health, safety and general welfare. The proposal calls for construction of a parking lot in a commercial zoning district. Further, the proposed parking lot will add new landscaping throughout the site. Drainage for the site will be fully reviewed by City Engineers during the permitting phase, however, review of preliminary plans did not note any major concerns.*

3. No Interference with Surrounding Development. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

*Response: The surrounding properties can continue to be used in the same manner as they are today or in accordance with the applicable zoning regulations. The development of the subject property is in line with the surrounding district and existing development.*

4. Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

*Response: The proposal calls for redevelopment of a parcel that was previously developed as a single family residence but is current vacant. While the use of the*

*property will change, the property is served or has access to adequate existing public utilities and services.*

5. No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

*Response: The proposed development is not expected to cause have a negative effect on traffic congestion. Per the applicant, the intent of the parking lot is to provide more parking spaces for employees. Due to set working hours, it is not expected that there will be a lot of movement on site. The existing street network can accommodate the additional traffic from the proposed project.*

6. No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

*Response: As noted previously, the intent is to develop an underutilized vacant parcel in an established commercial district. Based on City records, the parcel was occupied for a single-family residence which was demolished in 2016. There is no record of natural, scenic or historic features on the subject property.*

7. Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this UDO authorizing such use.

*Response: The proposed development complies with the provisions of the UDO with the exception of the requested variations listed above in this memo. Responses to the Variation Standards are evaluated below.*

8. Public Benefit. Whether, and to what extent, the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

*Response: The subject property has been vacant for multiple years. The proposed development seeks to construct a parking lot that would be used by employees. This would alleviate parking issues for the growing business and leave more spaces available for patrons of the catering business and restaurant. The additional on-site parking would also alleviate the need for employees to park along the neighboring residential street.*

9. Mitigation of Adverse Impacts. Whether, and to what extent, all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping and screening.

*Response: The proposed parking lot has been designed minimize adverse effects on immediate vicinity. The parking lot is significantly set back from Irving Park Road*

*frontage and separated from the residential district on the north by an alley. There is also new landscaping proposed to provide site perimeter and parking screening.*

#### *Variation Standards*

No variation shall be authorized by the City Council unless the Community Development Commission shall find evidence establishing the following general standards and criteria, found in Chapter 17, Article II, Section 17.204.C.6 of the Municipal Code. Applicant's responses to standards are attached in Exhibit C to this memo. The standards are as follows (*staff comments italicized*):

1. General Standard. No variation will be granted pursuant to this Section 17.204.C.6 unless the applicant will establish that carrying out the strict letter of the provisions of this UDO would create a particular hardship or a practical difficulty. Such a showing will require proof that the variation being sought satisfies each of the standards set forth in this Subsection.

*Response: See responses to standards below.*

2. Unique Physical Condition. The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

*Response: The subject property consists of two parcels acquired the current owners in 2007. As previously noted, the property owners also own the parcels adjacent to the east, which are improved with two separate buildings. The subject property is vacant but was previously improved with a single-family residence that was demolished. After demolition the two parcels stayed vacant. The proposed improvements include construction of a parking lot on the vacant site, however, the subject property does not meet the minimum lot size for the TCB zoning district. The unique physical condition of the site is related to the site being subdivided prior to the purchase by current owners and existence of building on the parcel adjacent to the east.*

3. Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner or his predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this UDO, for which no compensation was paid.

*Response: The physical condition of the subject lots has not been created by the current owners. The site was originally developed prior to adoption of the current*

*UDO. As noted above, current owners have acquired the subject property in 2007. After demolition of the single-family residence, the site has remained vacant and has not been subdivided or developed.*

4. Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

*Response: Per the applicant's responses to standards, carrying out of the strict letter of the provisions would deprive them of rights to provide support and service to the collective properties that are in need of more parking spaces.*

5. Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the sale of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship will not be a prerequisite to the grant of an authorized variation.

*Response: The requested variations could be applicable to other properties subdivided and developed in the same district around the same time as subject property. The petitioners are requesting the variations to allow construction of parking on lot that does not meet the lot area. Per the applicant's statement, the requested variations are needed to allow expansion of the parking lot to meet business needs which could be applicable to other business owners and are not a special privilege.*

6. Code and Plan Purposes. The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which this UDO and the provision from which a variation is sought were enacted or the general purpose and intent of The City of Wood Dale Comprehensive Land Use Plan.

*Response: The variation request is consistent with the general purpose and intent of the UDO and the Comprehensive Plan. The property is located within an established commercial district and will continue to be used for commercial use compatible with the zoning district. The request also supports goals and objectives of the Comprehensive Plan including support for economic development.*

7. Essential Character of the Area. The variation would not result in a use or development on the subject property that:
  - a. Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development value of property or improvements permitted in the vicinity;

- b. Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity;
- c. Would substantially increase congestion in the public streets due to traffic or parking;
- d. Would unduly increase the danger of flood or fire;
- e. Would unduly tax public utilities and facilities in the area; or
- f. Would endanger the public health and safety.

*Response: The variations are not expected to result in a use or development that would affect any of the items listed above. The intent of the applicant is to construct a parking lot on a vacant property. Except for the variations sought in this application, the parking lot will be required to meet building code, fire code, zoning, engineering and stormwater requirements.*

8. No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

*Response: As is noted above, the applicant is seeking the zoning relief to accommodate construction of a parking lot. This is driven by economic growth and need for additional parking for employees. The property will be used to support a commercial use which is consistent with the surrounding area.*

**RECOMMENDATION**

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The Community Development Department finds that the request for a Special Use and Zoning Variations to construct a parking lot is compatible with surrounding zoning and land use classifications, 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 Special Use and Zoning Variations meet the standards of approval and are 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 March 20, 2023 as the findings of the Community Development Commission, and recommend to the City Council approval of the Special Use and Zoning Variations request to construct a parking lot at 227 E Irving Park Road in Case No. CDC-2023-0001.

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

**MRV ARCHITECTS, INC.**

5105 Tollview Dr., Suite 201, Rolling Meadows, IL 60008

Ph. (224) 318-2140 – Email: [skopalle@mrvarch.com](mailto:skopalle@mrvarch.com)

CDC-2023-0001

Exhibit A

February 27, 2023

Gosia Pociecha  
Senior Planner  
City of Wood Dale  
404 N. Wood Dale Road  
Wood Dale, IL 60191

Re: 227 E Irving Park Road  
Wood Dale, IL 60191

Dear Ms. Pociecha,

This is our resubmittal for the City of Wood Dale Community Development Department, on behalf of our client Duce Raymond and Bryan Opiela, for a special use permit towards the parking lot expansion for Sweet Baby Rays. As mentioned in the previous submittals the purpose of this parking lot expansion is to provide additional parking spaces for Sweet Baby Ray’s catering location in Wood Dale. With the increase in the employees, this expansion of the parking lot is necessary. The parking lot will be located on lot 18 and 19. We are pursuing a special use for the approval to proceed with the parking lot.

In the previous submittals, we have provided all the necessary documents that are need for the special use permit. This submittal will include all the items that are being asked in the review letter 2 from February 16<sup>th</sup> and a response letter addressing to all the comments in the review letter. Please use the table below as a guide to all the submission materials in the packet in order.

<b>Submission Materials:</b>	<b>Prepared By:</b>	<b>Date:</b>
Narrative/Cover Letter	MRV Architects	02-27-23
Response Letter	MRV Architects	02-27-23
Development Review & Annexation Application	MRV Architects	02-27-23
Revised responses to Standards for Approval for Special Use and Disapproval for Site Plan Review	MRV Architects	02-27-23
Photometric Plan	MRV Architects	02-27-23

Please review these documents and let us know if there is anything that needs to be clarified or if there is anything else you need. Free feel to contact me at [skopalle@mrvarch.com](mailto:skopalle@mrvarch.com) with any questions or comments.

Sincerely,

Shravani Kopalle.  
Project Architect,  
MRV Architects, INC.



February 27th, 2023

Gosia Pociеча  
Senior Planner  
City of Wood Dale  
404 N. Wood Dale Road  
Wood Dale, IL 60191

Dear Ms. Pociеча,

Please see this document as our point-by-point responses to special use standards and site plan review standards for special use permit for the parking lot expansion on 227 E. Irving Park Road, Wood Dale, IL.

## **RESPONSES TO SPECIAL USE STANDARDS**

**General Standards.** No special use permit will be recommended or granted pursuant to Article 2 Section 17.205.B.5 unless the applicant will establish that:

1. **Code and Plan Purposes.** The proposed use and development will be in harmony with the general and specific purposes for which this UDO was enacted and for which the regulations of the district in question were established and with the general purpose and intent of The City of Wood Dale Comprehensive Land Use Plan.

***Response:*** *Yes, the proposed use and development will be in harmony with the general and specific purposes for which this UDO was enacted and for which the regulations of the district in question were establishes and with the general purpose and intent of the City of Wood Dale Comprehensive Land Use Plan.*

2. **No Undue Adverse Impact.** The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

***Response:*** *This proposed use will not have substantial or undue adverse effect upon the adjacent property, the character of the area or the public health, safety, and general welfare as it is just adding asphalt parking spaces to an open lot.*

3. **No Interference with Surrounding Development.** The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

***Response:*** *The expansion of the parking lot will not have any interference with the surrounding development. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.*

*M R V* ARCHITECTS, INC.

5105 Tollview Dr., Suite 201, Rolling Meadows, IL 60008

Ph. (224) 318-2140 – Email: skopalle@mrvarch.com

4. Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

***Response: The parking lot will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the corporation will provide adequately for such services.***

5. No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

***Response: The expansion of the parking lot will not cause undue traffic congestion nor draw significant amount of traffic through the residential streets.***

6. No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

***Response: The expansion of the parking lot will not result in the destruction, loss, or damage of natural, scenic or historic feature of significant importance.***

7. Compliance with Standards. The proposed use and development comply with all additional standards imposed on it by the particular provision of this UDO authorizing such use.

***Response: The expansion of the parking lot will comply with all additional standards imposed on it by the particular provision of this UDO authorizing special use.***

8. Public Benefit. Whether, and to what extent, the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

***Response: The proposal of a parking lot expansion is because of the increased capacity of employees at SBR events. This parking lot will be used by the employees. This is in the interest of public convenience as there won't be any parking/traffic congestion on the streets from the increased number of vehicles from the increase of employees at SBR. With this addition of the parking lot, they will have space to park their vehicles, instead of on the streets.***

9. Mitigation of Adverse Impacts. Whether, and to what extent, all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping and screening.

***Response: All steps possible have been taken to minimize any adverse effects of the parking lot on the immediate vicinity through site design, landscaping, and screening.***

## **SITE PLAN REVIEW STANDARDS**

1. **Standards.** The Development Administrator and the City Council will not disapprove a site plan submitted pursuant to this Section except on the basis of specific written findings directed to one or more of the following standards:
  - a. The application is incomplete in specified particulars or contains or reveals violations of this UDO or other applicable regulations that the applicant has, after written request, failed or refused to supply or correct.  
***Response: The application doesn't contain or reveal violations of the UDO or other applicable regulations that the applicant has failed or refused to supply or correct.***
  - b. The application is submitted in connection with another application, the approval of which is a condition precedent to the necessity for site plan review, and the applicant has failed to secure approval of that application.  
***Response: The application is not submitted in connection with another application, the approval of which is a condition precedent to the necessity for site plan review, and the applicant has not failed to secure approval of that application.***
  - c. The site plan fails to adequately meet specified standards required by this UDO with respect to the proposed use or development, including special use standards where applicable  
***Response: The site plan of the parking lot meets specified standards require by the UDO with respect to the proposed use or development, including special use standards where applicable.***
  - d. The proposed site plan interferes with easements or rights-of-way.  
***Response: We understand that the right of way begins at the property line and not the curb line, however the 30' transition space from the property line will significantly impact the number of parking spaces. For this reason, we are requesting a relief from this requirement as a variation.***
  - e. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.  
***Response: The parking lot/proposed site plan is not unreasonably injurious or detrimental to the use and enjoyment of surrounding property. The parking lot doesn't interfere or disturb the adjacent/surrounding properties.***
  - f. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably create hazards to safety on or off site or disjointed or inefficient pedestrian or vehicular circulation path on or off site.

*MRV* ARCHITECTS, INC.

5105 Tollview Dr., Suite 201, Rolling Meadows, IL 60008

Ph. (224) 318-2140 – Email: skopalle@mrvarch.com

***Response: The parking lot does not create undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably create hazards to safety on or off site or disjointed or inefficient pedestrian or vehicular circulation path on or off site. The site plan of this parking lot expansion is designed so there will not be any traffic congestion and will have a smooth circulation.***

- g. The screening of the site does not provide adequate shielding from or for nearby uses.

***Response: The screening of the parking lot does provide adequate shielding from/for nearby uses/buildings.***

- h. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned drainage system serving the city.

***Response: The parking lot/proposed site plan does not create unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned drainage system serving the city.***

- i. The proposed site plan places unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate site utilities into the overall existing and planned utility systems serving the city.

***Response: The parking lot/proposed site plan does not place unwarranted or unreasonable burdens on specified utility systems serving the site or area or does not fail to fully and satisfactorily integrate site utilities into the overall existing and planned utility systems serving the city.***

- j. The proposed site plan does not provide for required public uses designated on the Official Map. k.

***Response: The proposed site plan does provide for required public uses designated on the Official Map k.***

- k. The proposed site plan otherwise adversely affects the public health, safety or general welfare.

***Response: The parking lot/proposed site does not adversely affect the public health, safety, or general welfare.***

***Alternative Approaches.*** In citing any of the foregoing standards, other than those of Article 2 Section 17.206.E.1.a and 17.206.E.1.b, as the basis for disapproving a site plan, the Development Administrator or the City Council may suggest alternative site plan approaches that could be developed to avoid the specified deficiency or may state the reasons why such deficiency cannot be avoided consistent with the applicant's objectives.

***Response: There are no deficiencies in the site plan but if the Development administrator or the city council may suggest alternative site plan, the applicant will submit an alternative site***

*MRV* ARCHITECTS, INC.

5105 Tollview Dr., Suite 201, Rolling Meadows, IL 60008

Ph. (224) 318-2140 – Email: skopalle@mrvarch.com

***plan that is developed to avoid specified deficiencies or state the reasons why such deficiencies cannot be avoided consistent with the applicant's objectives.***

February 2<sup>nd</sup>, 2023

Gosia Pociecha  
Senior Planner  
City of Wood Dale  
404 N. Wood Dale Road  
Wood Dale, IL 60191

Dear Ms. Pociecha,

Please see this document as our point-by-point revised responses to Standards for Zoning Variations towards the parking lot expansion on 227 E. Irving Park Road, Wood Dale, IL

## **RESPONSES TO STANDARDS FOR APPROVAL:**

### **VARIATION STANDARDS**

No variation shall be authorized by the City Council unless the Community Development Commission shall find evidence establishing the following general standards.

1. General Standard. No variation will be granted pursuant to this Section 17.204.C.6 unless the applicant will establish that carrying out the strict letter of the provisions of this UDO would create a particular hardship or a practical difficulty. Such a showing will require proof that the variation being sought satisfies each of the standards set forth in this Subsection.  
***Response: The lot that the parking lot is being proposed on is already established and is serving the adjacent lot where SBR events is located. For these reasons, the lot size can not be changed. Due to this, we are requesting a variation of the lot area in the Development Review & Annexation Application.***
2. Unique Physical Condition. The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to an inherit in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.  
***Response: The lot/property, where the parking lot expansions is being proposed, is exceptional compared to other lots to the same provision by reason of a unique physical condition as it is an expansion of a parking lot in Town Center Business district. This parking lot expansion is more than a mere inconvenience to the owner as it is to accommodate the rise in employees at the business “SBR events” on the adjacent lot.***
3. Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner or his predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this UDO, for which no compensation was paid.

*M R V* ARCHITECTS, INC.

5105 Tollview Dr., Suite 201, Rolling Meadows, IL 60008

Ph. (224) 318-2140 – Email: skopalle@mrvarch.com

***Response: The unique physical condition is not self-created. It has been an open lot not used for anything and was just a lawn area. This open lot will be turned into a parking lot for SBR events.***

4. **Denied Substantial Rights:** The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

***Response: If substantial rights are denied, we won't have the ability to provide support and service to the collective properties that are in need of more parking spaces/parking lot expansion.***

5. **Not merely Special Privilege:** The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, not merely an inability to make more money from the sale of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardships will not be a prerequisite to the grant of an authorized variation.

***Response: The expansion of the parking lot is not merely a special privilege. With the increased capacity of employees, SBR events is working with non-sufficient parking. This parking lot is a need and not doing it will give adequate parking for the employees.***

6. **Code and Plan Purposes:** The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which this UDO and the provisions from which a variation is sought were enacted or the general purpose and intent the City of Wood Dale Comprehensive Land Use Plan.

***Response: The expansion of the parking lot will not result in the development of the property that would not be in harmony with the general and specific purposes and intent of the City of Wood Dale Comprehensive Land Use Plan.***

7. **Essential Character of the Area:** The variation would not result in a use or development on the subject property that:

- a. Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development value of property or improvements permitted in the vicinity;

***Response: The expansion of the parking lot will not be detrimental to the public welfare or materially be injurious to the enjoyment, use, development value of the property or improvements permitted in the vicinity.***

- b. Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity;

***Response: The expansion of the parking lot will not materially impair an adequate supply of light and air to the properties and improvements in the vicinity. With the addition of the parking to this lot, we will be adding more light fixtures that will give more light to the property.***

- c. Would substantially increase congestion in the public streets due to traffic or parking;

**MRV ARCHITECTS, INC.**

5105 Tollview Dr., Suite 201, Rolling Meadows, IL 60008

Ph. (224) 318-2140 – Email: skopalle@mrvarch.com

***Response: The expansion of the parking lot will not substantially increase congestion in the public streets due to traffic or parking.***

- d. Would unduly increase the danger of floor or fire;

***Response: The expansion of the parking lot will not unduly increase the danger of floor or fire***

- e. Would unduly tax public utilities and facilities in the area; or

***Response: The expansion of the parking lot will not unduly tax public utilities and facilities in the area as this parking lot is for a private entity.***

- f. Would endanger the public health and safety.

***Response: The expansion of the parking lot will not endanger the public health and safety.***

8. No Other Remedy. There is no means other than the requested variation by which the alleged hardships or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

***Response: Two business are currently working with non-sufficient parking with the increase capacity of employees. This expansion of the parking lot is based on a need. Not doing it will give adequate parking for the employees of SBR events.***

Please feel free to reply or call with any questions you may have.

Sincerely,  
Shravani Kopalle  
Project Architect  
MRV Architects, INC.



# PLAT OF SURVEY

## MARCHESE SURVEYING, INC.

### RESIDENTIAL - COMMERCIAL SURVEYS

714 Fairview Lane  
Bartlett, Illinois 60103

Phone: (630) 830-1570  
Fax: (630) 830-1844  
E-Mail: marcheseurveying@gmail.com

#### PROPERTY DESCRIPTION

PARCEL 1:  
LOT 1 IN GOLDBERG AND LANDGREN CONSOLIDATION RESUBDIVISION, OF LOTS 11 AND 12 IN BLOCK 17 IN H.O. STONE AND COMPANY IRVING PARK BOULEVARD ADDITION TO WOOD DALE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO KNOWN AS LOTS 2, 3, 4, 5, 6 AND 7 OF THE PLAT OF PARTITION OF THE ESTATE OF FREDERICK HEUER, ACCORDING TO THE SAID PLAT OF GOLDBERG AND LANDGREN CONSOLIDATION RESUBDIVISION RECORDED JUNE 5, 1985 AS DOCUMENT NUMBER R85-42774, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS 249 EAST IRVING PARK ROAD IN WOOD DALE, ILLINOIS.  
CONTAINING 8,246.37 SQUARE FEET OR 0.19 ACRES, MORE OR LESS.

PARCEL 2:  
LOTS 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 17 IN H.O. STONE AND COMPANY IRVING PARK BOULEVARD ADDITION TO WOOD DALE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 10, AND NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO KNOWN AS LOTS 2, 3, 4, 5, 6 AND 7 OF THE PLAT OF PARTITION OF THE ESTATE OF FREDERICK HEUER, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1925 AS DOCUMENT NUMBER 204618, IN DUPAGE COUNTY, ILLINOIS.

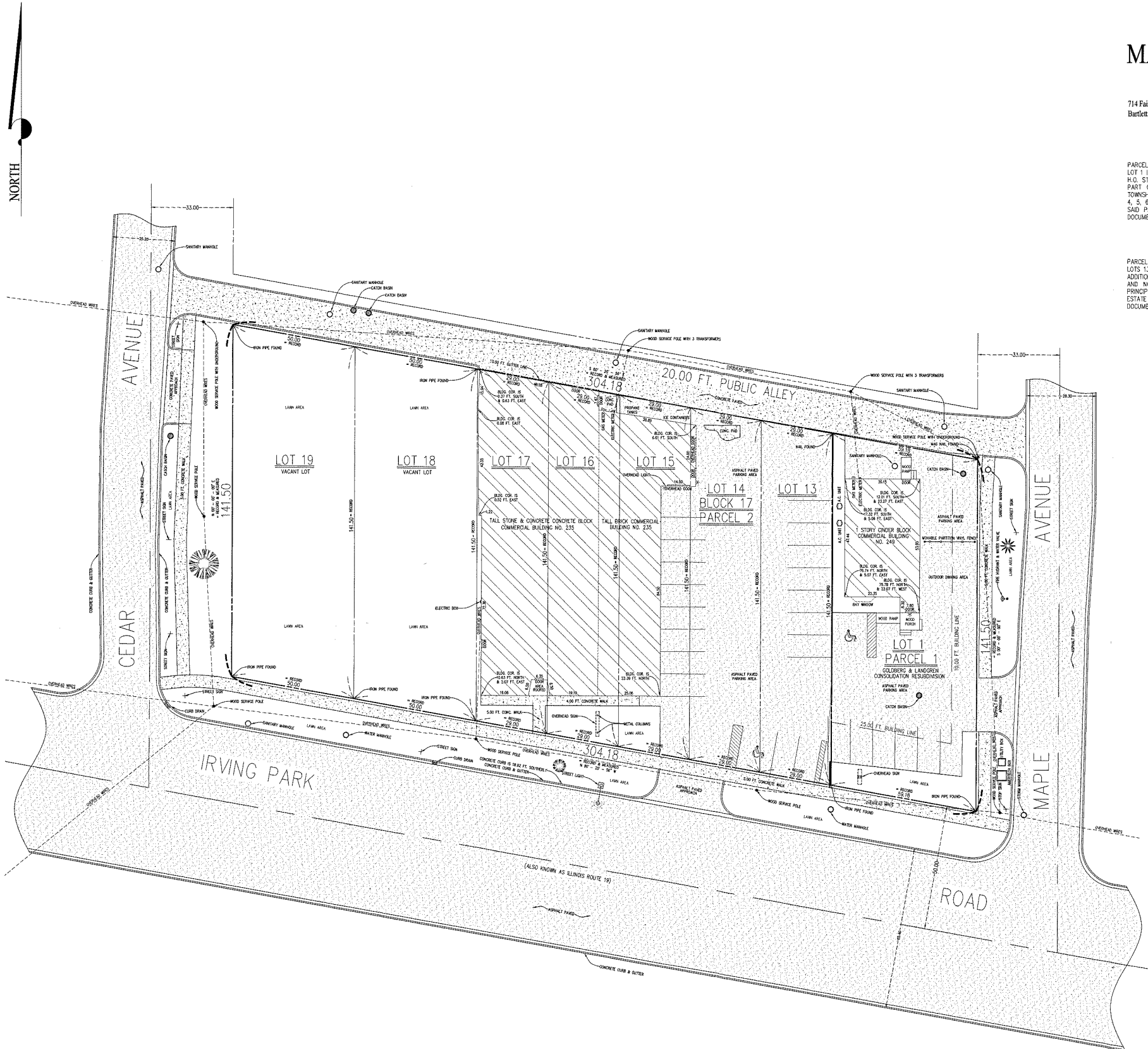
ALSO KNOWN AS 253 EAST IRVING PARK ROAD IN WOOD DALE, ILLINOIS.  
CONTAINING 34,141.26 SQUARE FEET OR 0.78 ACRES, MORE OR LESS.

TOTAL COMBINED = CONTAINING 42,387.64 SQUARE FEET OR 0.97 ACRES, MORE OR LESS.

#### PERMANENT INDEX NUMBERS

PARCEL 1  
03-10-104-024  
PARCEL 2  
03-10-104-016  
03-10-104-017  
03-10-104-018  
03-10-104-019  
03-10-104-020  
03-10-104-021

CDC-2023-0001  
Exhibit D



A PRELIMINARY TITLE POLICY REPORT WAS NOT FURNISHED TO MARCHESE SURVEYING, INC. FOR OUR USE IN PREPARING THE SURVEY; THEREFORE THERE MAY BE ADDITIONAL ENCUMBRANCES, AND/OR SERVITUDES AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN ON THIS PLAT OF SURVEY.  
NO LEGAL DESCRIPTION WAS PROVIDED TO MARCHESE SURVEYING, INC. BY OUR CLIENT. THE LEGAL DESCRIPTION SHOWN HEREON IS PER THE RECORDED SUBDIVISION PLAT.

SCALE: ONE INCH = FIFTEEN FEET

ORDER NO.: 22-20408

ORDERED BY: MR. DULCE RAYMOND  
SBR EVENTS GROUP

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON. REFER TO YOUR CONTRACT, DEED, TITLE INSURANCE POLICY AND ZONING ORDINANCE.

STATE OF ILLINOIS  
COUNTY OF DUPAGE

I, ROCCO J. MARCHESE, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY.  
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY LINE SURVEY.

DATED AT BARTLETT, SEPTEMBER 20, 2022



Packet Page 9/93  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
NO. 3039  
MY LICENSE EXPIRES ON NOVEMBER 30, 2024

NOT VALID UNLESS SEAL IS IN RED INK.

ANY REPRODUCTION OF THIS PLAT IS STRICTLY PROHIBITED WITHOUT WRITTEN CONSENT FROM MARCHESE SURVEYING, INC.

NORTH

# SBR EVENTS GROUP

PROPOSED PARKING LOT  
EXPANSION  
227 E IRVING PARK ROAD  
WOOD DALE, IL 60191

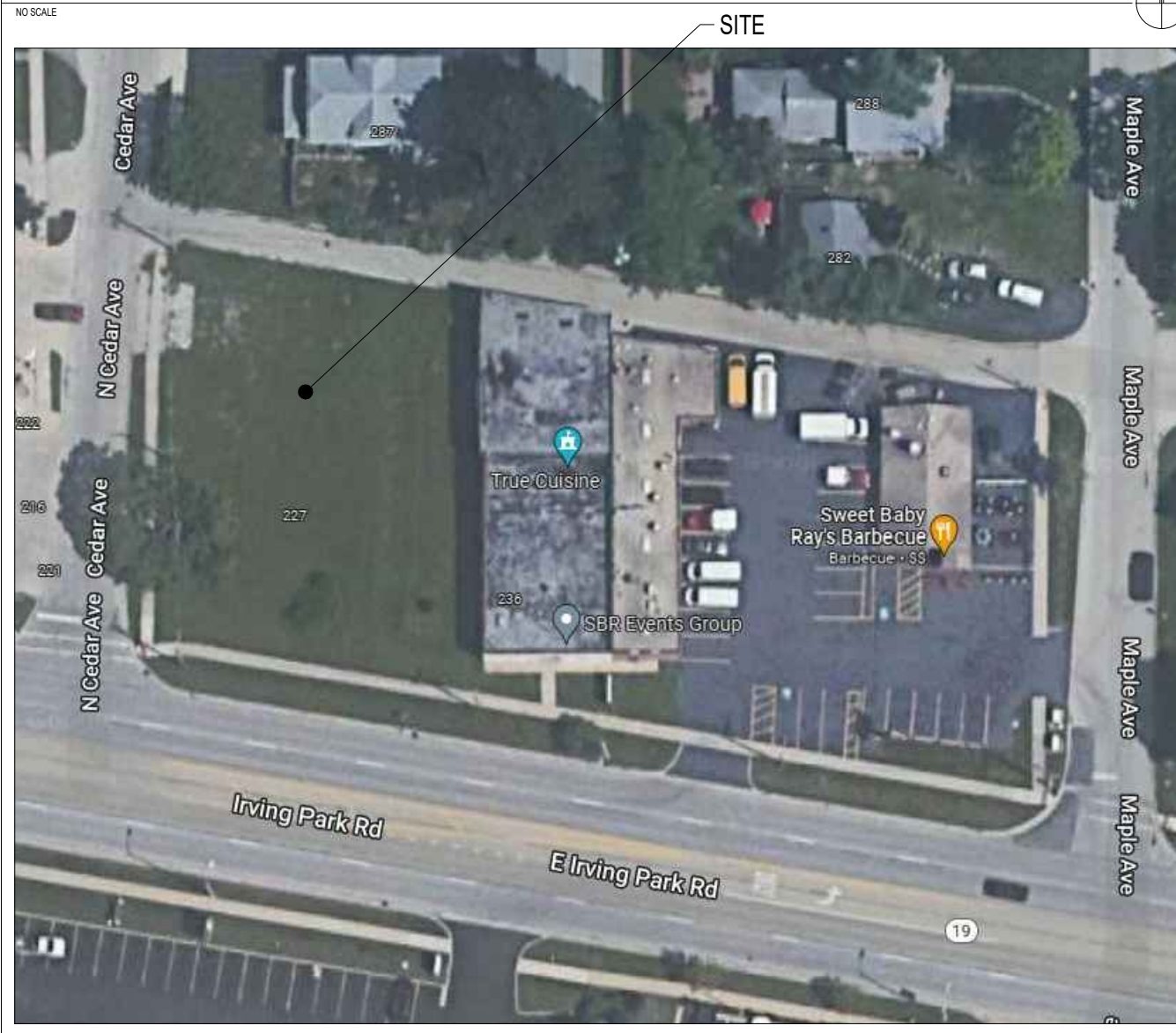
CDC-2023-0001  
Exhibit E



## GENERAL NOTES

- 1) ALL WORK TO COMPLY TO THE ILLINOIS / FEDERAL ACCESSIBILITY CODE AS ESTABLISHED BY THE STATE OF ILLINOIS AND THE CITY OF WOOD DALE
- 2) ALL CONTRACTORS AND SUBCONTRACTORS WILL THOROUGHLY FAMILIARIZE THEMSELVES WITH THESE CONSTRUCTION DOCUMENTS AND WILL VERIFY EXISTING SITE AND BUILDING CONDITIONS PRIOR TO SUBMITTING A BID. ALL SUBCONTRACTORS WILL PROVIDE ALL LABOR, SUPERVISION, AND MATERIALS AND EVERYTHING OF EVERY SORT WHICH MAY BE NECESSARY FOR A SUCCESSFUL COMPLETION OF THIS PROJECT TO OBTAIN A FINAL OCCUPANCY PERMIT. ALL WORK TO BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER AS DESCRIBED HEREIN BY THESE CONSTRUCTION DOCUMENTS ACCORDING TO THE TRUE INTENT AND MEANING OF THE DRAWINGS AND SPECIFICATIONS. WHETHER THE SAME MAY OR MAY NOT BE PARTICULARLY INFERRED THEREFROM ALL WORK INDICATED OR DESCRIBED IN THE DRAWINGS OR SPECIFICATIONS WILL BE CONFERRED BY THE CONTRACT TO THE EXTENT AS IF DESCRIBED IN BOTH.
- 3) SUBCONTRACTORS, BEFORE STARTING THEIR WORK, WILL CHECK AND VERIFY THEIR PARTICULAR CODE RELATED REQUIREMENTS FOR COMPLIANCE ALONG WITH MEASUREMENTS, SURFACE LEVELS, SURFACE CONDITIONS AND RELATED PRODUCT, INSTALLATIONS NEAR AND ABOUT THEIR WORK. EACH TRADE WILL VERIFY IF CONTRACT CONDITIONS WITH THE OWNER OR THE ON-SITE CONSTRUCTION MANAGER AS TO IF THEY ARE OR NOT OF THE SAME, AS PER THESE CONSTRUCTION DOCUMENTS. IT WILL BE CONCLUDED THAT EACH BIDDER UNDERSTANDS AND KNOWS EXACTLY WHAT WILL BE REQUIRED OF HIM AND WILL PERFORM THESE REQUIREMENTS WITHOUT RECOURSE TO THE FULL AND UNCONDITIONAL SATISFACTION OF THE OWNER. THERE ARE NO ALTERNATE BIDS ON THIS PROJECT. NO ADDITIONAL COMPENSATION WILL BE CONSIDERED AFTER LETTING OF THIS BID UNLESS CHANGES ARE DIRECTED BY THE OWNER IN WRITING WITH COST ALREADY NEGOTIATED FOR THAT ADDED WORK AFTER THE LETTING OF THE BID.
- 4) THIS ARCHITECT AND HIS PROFESSIONAL CONSULTANTS WILL NOT HAVE CONTROL OR CHANGE OF AND WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK ON THIS PROJECT OR FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK ON THIS SITE. NOR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE INTENT OF THE CONTRACT AND OR CONSTRUCTION DOCUMENTS.
- 5) ALL CONTRACTORS WILL PROVIDE ADEQUATE BRACING AND/OR SHORING TO INSURE STRUCTURAL STABILITY OF THE BUILDING AND ALL RELATED BUILDING COMPONENTS IE: STRUCTURAL WALLS, INTERIOR WALL ASSEMBLIES, ETC. DURING THE CONSTRUCTION PHASE OF THIS PROJECT.
- 6) ALL WORK WILL BE COORDINATED WITH OTHER TRADES IN ORDER TO AVOID INTERFERENCE AND PRESERVE MAXIMUM HEADROOM AND AVOID OMISSIONS. EACH CONTRACTOR WILL INCLUDE ALL MISCELLANEOUS ITEMS REQUIRED BY CODE AND NEEDED TO COMPLETE THE WORK INCLUDING MOVING AND RIGGING OF MATERIALS AND EQUIPMENT, ALL THE HANGERS, SUPPORTS, ANCHORS, SUSPENSION MEANS, CONDUIT, WIRE, FITTINGS, SLEEVES, ETC.
- 7) ALL MATERIALS USED WILL BE NEW AND BEAR U.L. LABELS WHERE REQUIRED AND MEET APPROPRIATE N.E.M.A. STANDARDS.
- 8) LAYOUT ALL PARTITIONS BEFORE BEGINNING CONSTRUCTION TO PREVENT ERRORS BY DISCREPANCY. ALL DRYWALL PARTITIONS WILL BE INSTALLED AS NOTED ON THE DRAWINGS.
- 9) ALL CONTRACTORS WILL GUARANTEE ALL LABOR AND MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF ISSUE OF FINAL OCCUPANCY PERMIT AND/OR AT THE FINAL PAYOUT FROM OWNER.
- 10) VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO ORDERING, CUTTING AND/OR INSTALLING MATERIAL, PRODUCT OR EQUIPMENT. IN THE EVENT OF ANY DISCREPANCIES, CONTACT THE ARCHITECT BEFORE PROCEEDING WITH THAT WORK.
- 11) ALL SUBCONTRACTORS WILL PROVIDE A CERTIFICATE OF INSURANCE TO THE OWNER PRIOR TO STARTING ANY WORK ON THIS PROJECT. NOTE: CERTIFICATE OF INSURANCE CANNOT BE TERMINATED OR CANCELED WITHOUT 10 DAYS PRIOR WRITTEN NOTICE TO THE OWNER.
- 12) NO SUBSTITUTIONS OF ANY KIND FOR MATERIALS SPECIFIED ON THESE CONSTRUCTION DOCUMENTS IS ALLOWED. NO "EQUIVALENT" SUBSTITUTIONS WILL BE MADE, UNLESS APPROVED IN WRITING BY THE ARCHITECT AND APPROVED BY THE OWNER, DUE TO THE LACK OF AVAILABILITY OF ORIGINAL.
- 13) RESPONSIBILITY OF CONTRACTOR: EACH CONTRACTOR IS RESPONSIBLE FOR AND MUST GUARANTEE IN WRITING FIRST CLASS WORKMANSHIP AND MATERIALS. EACH CONTRACTOR WILL ASSUME ALL RESPONSIBILITY FOR THE CARE AND PROTECTION OF HIS OWN WORK AND MATERIALS FROM DAMAGE AND WILL PROTECT THIS SAME PROPERTY. HE WILL MAKE GOOD ANY DAMAGE TO HIS OWN OR OTHER WORK CAUSED BY HIMSELF OR WORKMEN EMPLOYED BY HIM.
- 14) SITE SAFETY: EACH CONTRACTOR WILL ABIDE BY LOCAL AREA STANDARDS AND RELATED OSHA STANDARDS FOR THE PROTECTION AND SAFETY FOR THEIR EMPLOYEES ON SITE. THIS ARCHITECT AND HIS PROFESSIONAL CONSULTANTS WILL BE HELD HARMLESS BY THE OWNER, GENERAL CONTRACTOR AND RELATED AWARDED TRADES, ON THIS PROJECT FOR ACCIDENTS OR INJURIES CAUSED OR ACCRUED ON THIS PROPERTY DURING THE PRE/ACTUAL/POST CONSTRUCTION PHASES OF THIS PROJECT.
- 15) LIENS: ALL SUBCONTRACTORS AND THE GENERAL CONTRACTOR WILL DELIVER TO THE OWNER A COMPLETE RELEASE OF ALL ITEMS ARISING OUT OF THIS CONTRACT AND/OR RECEIPTS IN FULL IN LIEU THERE OF TOWARDS THEIR PARTIAL OR FINAL PAYMENT FOR WORK IN PLACE FOR THE OWNER.
- 16) GENERAL CONTRACTOR TO PAY FOR ALL SCAVENGER SERVICES, AND WILL BE RESPONSIBLE FOR REMOVAL OF DEBRIS ACCUMULATED BY EACH TRADE. HOWEVER, EACH TRADE WILL KEEP THE JOB SITE CLEAN AND SAFE AT ALL TIMES, ALONG WITH A BROOM FINISH AT THE END OF EACH WORKING DAY.
- 17) IF CHANGES ARE MADE IN THE FIELD ON THIS PROJECT VIA DIMENSIONS, MATERIALS, INSTALLATION DIFFERENT THAN INDUSTRY TECHNIQUES AND STANDARDS, ETC., "CONSTRUCTION MANAGER" IS TO BE NOTIFIED 48 HOURS IN ADVANCE TO THESE CHANGES TO BE MADE BY SAID TRADE. IF NOTICE IS NOT GIVEN TO THE C.M., THEN THAT SUBCONTRACTOR IS TOTALLY RESPONSIBLE FOR THE CONSEQUENCES AND EFFECTS EVOLVED FROM THESE CHANGES.
- 18) CONSTRUCTION CLEAN-UP: AFTER ALL OTHER WORK IS COMPLETED AND JUST PRIOR TO TURNING THE SPACE OVER TO THE OWNER, THE CONSTRUCTION MANAGER WILL EMPLOY THE SERVICES OF A PROFESSIONAL CLEANING SERVICES TO CLEAN AND WASH DOWN ALL INSTALLED EQUIPMENT, SERVICE AREAS, ALONG WITH THE CLEANING OF ALL GLASS WINDOW/DOOR SURFACES PRIOR TO OCCUPANCY. ALL WORK SHALL CONFORM TO THE APPLICABLE CODES FOR THIS MUNICIPALITY. SEE 'CODE REVIEW' ON THIS SHEET.
- 19) DO NOT SCALE DRAWINGS.
- 20) CONTRACTOR WILL APPOINT ONE SPECIFIC INDIVIDUAL FOR LIAISON WITH THE OWNER REPRESENTATIVE AND ARCHITECT.
- 21) CONTRACTOR SHALL PERFORM NO PORTION OF THE WORK AT ANY TIME WITHOUT APPROVED CONTRACT DOCUMENTS.
- 22) CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL ARCHITECTURAL, MECHANICAL, TELEPHONE, ELECTRICAL (INCLUDING LIGHTING), AND PLUMBING SO TO ENSURE THAT REQUIRED CLEARANCES FOR INSTALLATION AND MAINTENANCE OF ALL EQUIPMENT ARE PROVIDED.
- 23) DIMENSIONS SHALL NOT BE CHANGED WITHOUT THE ARCHITECT'S WRITTEN APPROVAL.
- 24) CONTRACTOR TO PROTECT EXISTING CONSTRUCTION AND RESTORE ALL FINISH SURFACES TO THEIR ORIGINAL CONDITION WHERE DAMAGED.
- 25) CONTRACTOR TO PROVIDE A COPY OF THE APPROVED CONSTRUCTION DOCUMENTS ON SITE AT ALL TIMES.

## LOCATION PLAN



## LOT COVERAGE CALCULATIONS

LOT COVERAGE% =	( TOTAL FOOTPRINT AREA / LOT AREA ) X 100
LOT 18 AREA	= 7,003 SQ.FT
LOT 19 AREA	= 6,988 SQ.FT
TOTAL LOT AREA	= 13,991 SQ.FT
TOTAL FOOTPRINT AREA	= 6,600 SQ.FT
LOT COVERAGE =	( 6,600 / 13,991 ) X 100
	= 47.17
	<b>LOT COVERAGE = 47.17%</b>

## PROJECT DIRECTORY

OWNER: SBR EVENTS GROUP  
DUCE RAYMOND & BRYAN OPIELA  
235 E. IRVING PARK ROAD  
WOOD DALE, IL 60191  
PHONE: 312-724-6000

ARCHITECTS: MARIO VALENTINI  
MRV ARCHITECTS, INC.  
5105 TOLLVIEW DR., SUITE 201  
ROLLING MEADOWS, IL 60008  
PHONE: 224-318-2140

## CODE REVIEW

AUTHORITY: CITY OF WOOD DALE  
404 N. WOOD DALE ROAD  
WOOD DALE, IL 60191  
630-786-4900

CODE: CHAPTER 12 OF MUNICIPAL CODE: UNIFIED DEVELOPMENT ORDINANCE (UDO)  
INTERNATIONAL BUILDING CODE - 2012 EDITION  
ILLINOIS ACCESSIBILITY CODE (71 IAC 400)  
INTERNATIONAL PROPERTY MAINTENANCE CODE - 2012 EDITION  
INTERNATIONAL FIRE CODE - 2012 EDITION  
NATIONAL FIRE PROTECTION ASSOCIATION - 2012 EDITION

USE: SPECIAL USE

AREA: 6600 SQ.FT

PARKING SPACES: 19 PARKING SPACES

## PROJECT DIRECTORY

ARCHITECTURAL

CS-1.0 COVER SHEET

A-1.0 EXISTING CONDITIONS

A-2.0 SITE PLAN

A-3.0 PHOTOMETRIC PLAN

L101 LANDSCAPE PLAN

L102 LANDSCAPE PLAN DETAILS

## ARCHITECT'S SEAL

### STATEMENTS OF COMPLIANCE

THESE DOCUMENTS WERE PREPARED BY "MRV ARCHITECTS, INC." ACCORDING TO THE TERMS OF THE CONTRACT BETWEEN THIS OFFICE AND THE OWNER, FOR THIS BUILDING PROJECT. THESE DOCUMENTS DO NOT EITHER IN WHOLE OR IN PART CONSTITUTE ANY DIRECTION OR INSTRUCTION TO THE AWARDED GENERAL CONTRACTOR OR AWARDED SUB-CONTRACTORS WITH REGARDS TO CONSTRUCTION MEANS, METHODS OR TECHNIQUES BY THESE DOCUMENTS. THUS, THIS ARCHITECT DOES NOT INTEND TO EXPRESS ANY OPINION, DIRECTION OR INSTRUCTION OF ANY KIND WHATSOEVER AS TO THE FINISHED MANNER IN WHICH THE CONSTRUCTION WORK IS TO BE COMPLETED AND/OR RELATED SITE SAFETY ISSUES.

### ACCESSIBILITY AND ENVIRONMENTAL

I HAVE PREPARED THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATION, THEY ARE IN COMPLIANCE WITH THE ENVIRONMENTAL BARRIER ACT (IL Rev. Stat., 1985, Ch. 111 1/2, pars. 3711 in seq. as amended) AND THE ILLINOIS ACCESSIBILITY CODE 71 IL ADM. CODE 400.

THIS PROJECT WILL COMPLY WITH IAC SECTION 400.510 PUBLIC FACILITIES, ALTERATIONS

THIS PROJECT WILL COMPLY WITH ADA TITLE II (ALL PROGRAMS, SERVICES AND ACTIVITIES TO BE MADE ACCESSIBLE TO AND USABLE BY PEOPLE WITH DISABILITIES).

### WOOD DALE BUILDING CODES

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME AND TO THE BEST OF MY KNOWLEDGE COMPLY WITH THE APPLICABLE CITY OF CAROL STREAM BUILDING CODES

PROFESSIONAL DESIGN FIRM  
ILLINOIS REGISTRATION NO. 184.007001  
EXPIRATION DATE: 04/30/2024

ARCHITECT  
ILLINOIS REGISTRATION NO. 001.022429  
EXPIRATION DATE: 11/30/24



PARKING LOT EXPANSION  
227 E IRVING PARK ROAD,  
WOOD DALE, IL 60191

### ISSUE DATES / REVISIONS

NO.	DESCRIPTION	DATE:
1	PERMIT SUBMITTAL	-

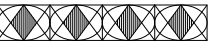
PARKING LOT EXPANSION  
SBR EVENTS  
227 E IRVING PARK ROAD  
WOOD DALE, IL 60191

## COVER SHEET

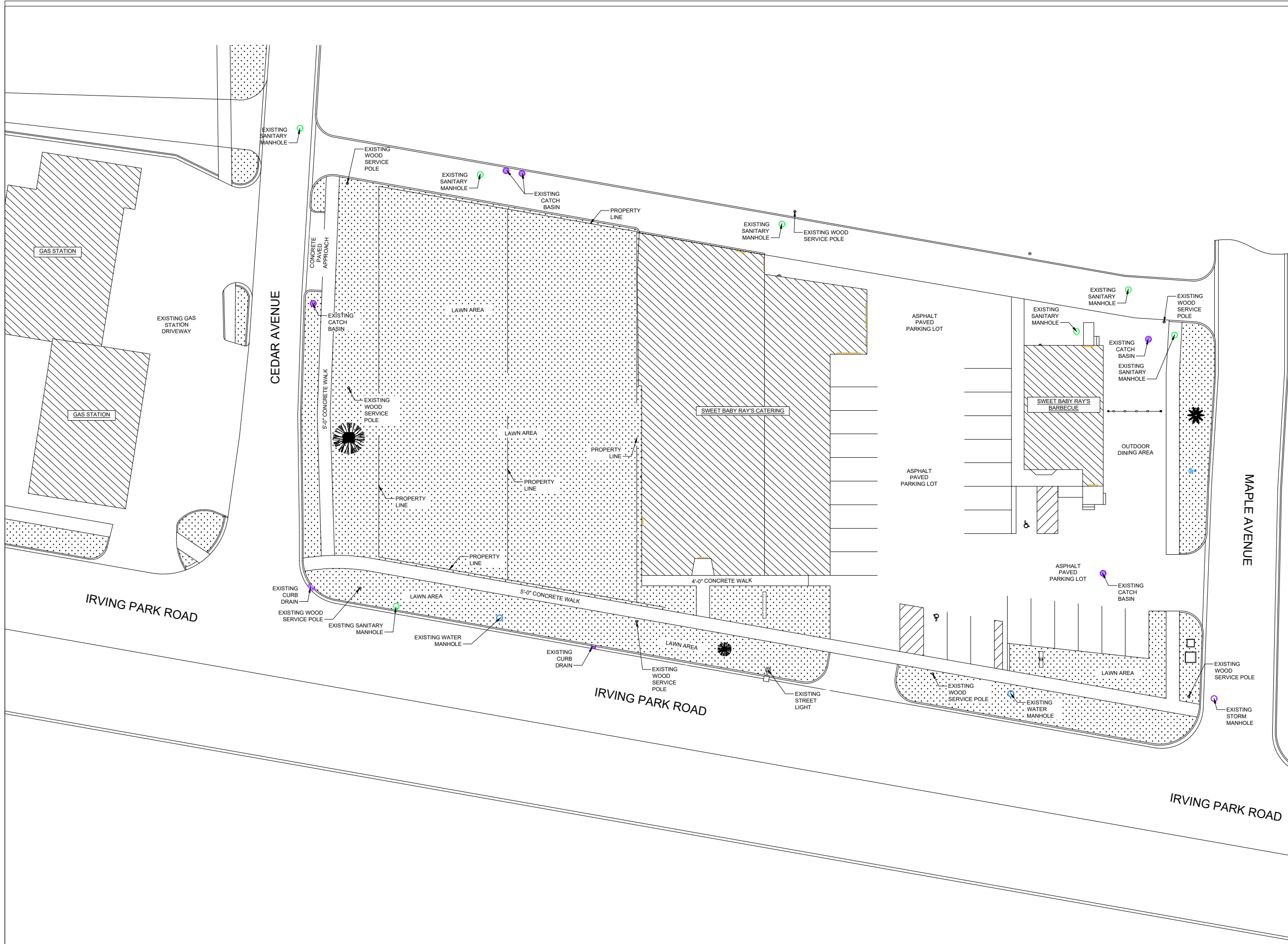
SHEET

CS-1.0





**PARKING LOT EXPANSION,  
227 E IRVING PARK ROAD,  
WOOD DALE, IL 60191**



ISSUE DATES / REVISIONS		
NO.	DESCRIPTION	DATE
1	PERMIT SUBMITTAL	-

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THESE DOCUMENTS ARE THE PROPERTY OF MRV ARCHITECTS, INC. & MAY NOT BE REUSED, COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION FROM THE AUTHOR.

DRAWN BY: S. KOPALLE  
CHECKED BY: M. VALENTINI  
PROJECT No: -

PARKING LOT EXPANSION  
SBR EVENTS  
227 E IRVING PARK ROAD  
WOOD DALE, IL 60191

EXISTING CONDITIONS  
1/16" = 1'-0"

SHEET  
**A-1.0**















**PARKING LOT EXPANSION  
227 E IRVING PARK ROAD,  
WOOD DALE, IL 60191**



ISSUE DATES / REVISIONS

NO.	DESCRIPTION	DATE
1	PERMIT SUBMITTAL	02-27-23

MRV ARCHITECTS, INC. 2023  
THESE DOCUMENTS ARE THE PROPERTY OF MRV ARCHITECTS, INC.  
& MAY NOT BE REUSED, COPIED OR REPRODUCED WITHOUT  
WRITTEN PERMISSION FROM THE AUTHOR.

DRAWN BY: S. KOPALLE  
CHECKED BY: M. VALENTINI  
PROJECT No: -

PARKING LOT EXPANSION  
SBR EVENTS  
227 E IRVING PARK ROAD  
WOOD DALE, IL 60191

PHOTOMETRIC PLAN  
3/32" = 1'-0"

SHEET  
**A-3.0**

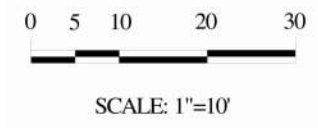
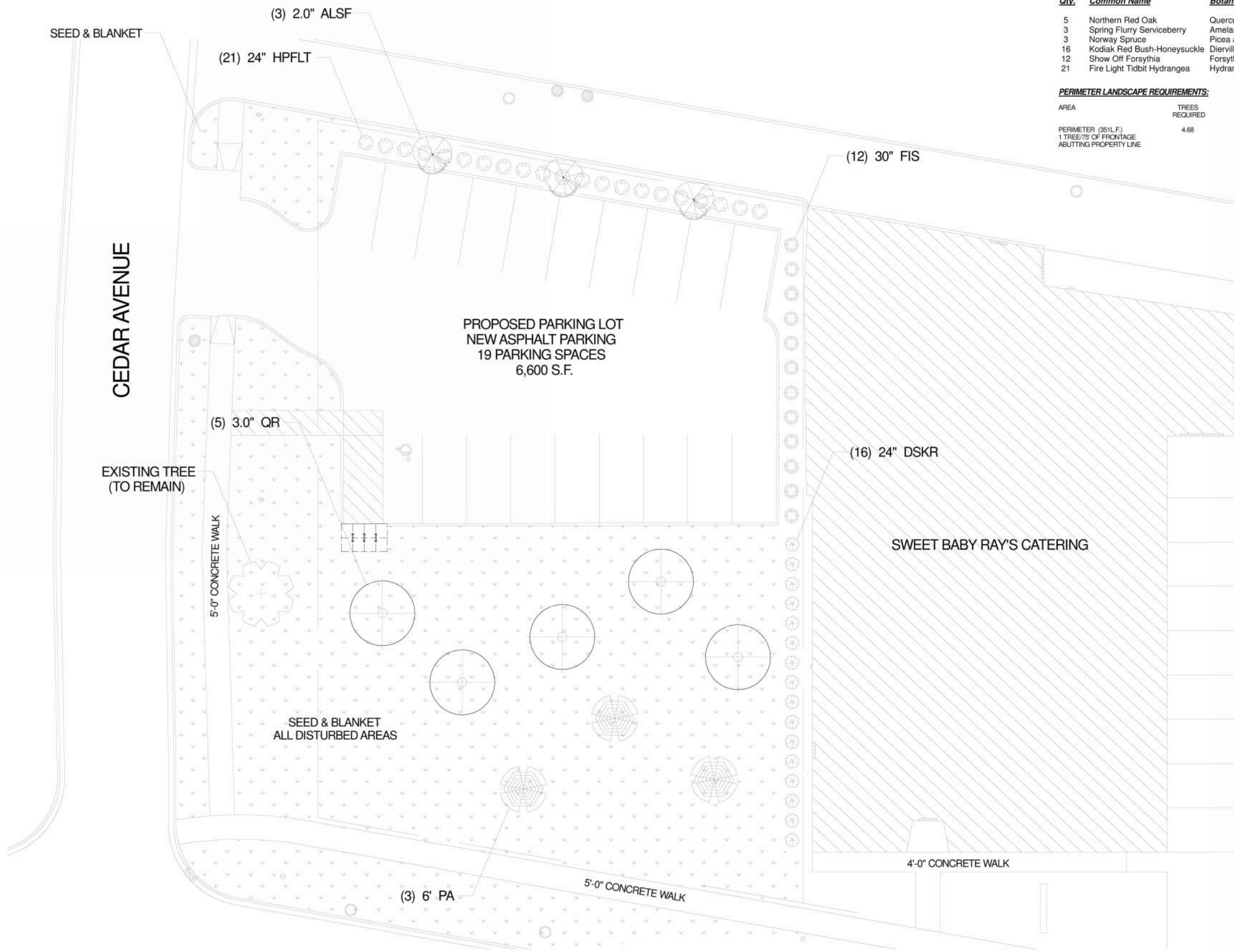
**PLANT LIST**

Qty.	Common Name	Botanical Name	Size	Remarks	Key
5	Northern Red Oak	Quercus rubra	3.0"	B&B	QR
3	Spring Flurry Serviceberry	Amelanchier laevis 'JFS-Arb'	2.0"	B&B	ALSF
3	Norway Spruce	Picea abies	6'	B&B	PA
16	Kodiak Red Bush-Honeysuckle	Diervilla splendens 'Kodiak Red'	24"	Cont.	DSKR
12	Show Off Forsythia	Forsythia intermedia 'Mindor'	30"	Cont.	FIS
21	Fire Light Tidbit Hydrangea	Hydrangea paniculata 'SMNHPK'	24"	Cont.	HPFLT

**PERIMETER LANDSCAPE REQUIREMENTS:**

AREA	TREES REQUIRED	TREES PROVIDED
PERIMETER (351L.F.) 1 TREE/75' OF FRONTAGE ABUTTING PROPERTY LINE	4.68	5

CDC-2023-0001  
Exhibit H



REVISIONS:

**DOWDEN DESIGN GROUP**  
LANDSCAPE ARCHITECTURE, DESIGN & PLANNING  
P.O. BOX 415, LIBERTYVILLE, IL, 60048  
DOWDENDESIGNGROUP.COM PHONE: (847) 362-1254

**SWEET BABY RAY'S CATERING**  
PARKING LOT EXPANSION  
227 E. IRVING PARK ROAD  
WOOD DALE, ILLINOIS

LANDSCAPE PLAN

DATE: 01/09/23  
SCALE: 1"=10'  
DRAWN: CJD

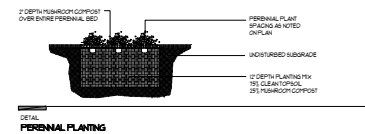
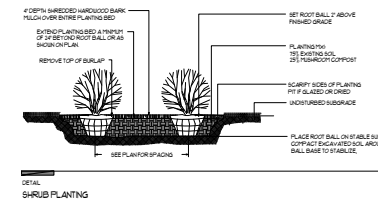
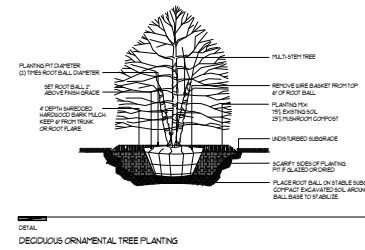
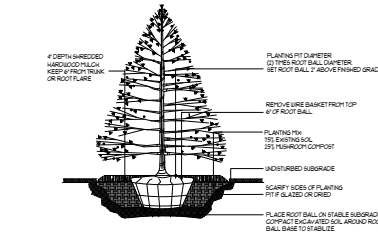
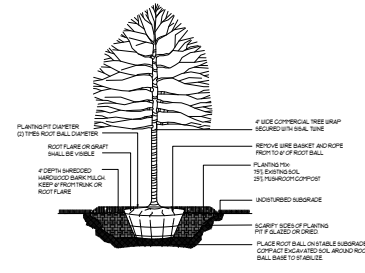


**NOTES:**

- The Landscape Contractor shall provide and install all plant materials in the quantities and sizes sufficient to complete planting as shown on the Landscape Plans. All plants shall comply with the requirements of the current American Standard for Nursery Stock published by The American Nursery and Landscape Association. Plants shall meet size, genus, species and variety and be in good health, free of insects, diseases or defects. No "park grade" materials shall be accepted. Trees not exhibiting a central (or single) leader will be rejected unless noted in the plant list as multi-stem. Quantity lists are supplied for convenience. The Landscape Contractor shall verify all quantities and, in case of a discrepancy, the drawn plan shall prevail over the plant list. No plants are to be changed or substituted without approval of the Owner or a representative of James Dowden & Associates, Inc.
- All plants shall be watered during the first 24-hour period following installation. A watering schedule must be agreed upon with the Owner (before plantings are installed) of whom, when and how plant materials are to be properly watered. The Landscape Contractor shall verify proper watering is being done for the establishment and health of all plant materials. The Landscape Contractor shall warranty all plant materials for one year from the time of installation and project acceptance.
- Plants shall be balled and burlapped unless otherwise noted on the Landscape Plans. No root bound materials shall be accepted and all synthetic or plastic materials shall be removed at the time of planting. It is the option of the Landscape Contractor to roll back burlap from the top of the root ball.
- Recommended mulch depth is four inches (4") of shredded hardwood bark. The Landscape Contractor shall avoid over-mulching and the creation of "mulch volcanoes." Mulch Beds shall extend a minimum of two feet (2') beyond the center of a tree or shrub. Mulch must be pulled back at least two inches (2") from the base of a tree so the base of the trunk and root crown are exposed.
- Prepare all perennial beds with one cubic yard of garden compost per 100 sf and the compost shall be rototilled to an 8" depth.
- All plants shall be set plumb. It is the option of the landscape contractor to stake deciduous trees but it is also the responsibility of the Landscape Contractor to guarantee the plants remain plumb until the end of the guarantee period.
- Trees shall be installed a minimum of five feet (5') horizontally from underground electrical feeders, sanitary sewers, sanitary services, water mains, and water services. Trees shall be installed a minimum of ten feet (10') horizontally from utility structures including, but not limited to, manholes, valve vaults and valve boxes. Shade trees shall be a minimum of ten feet (10') from all light poles and all shrubs shall be a minimum of three to five feet (3'-5') from all fire hydrants.
- The Landscape Contractor shall locate the existence of all underground utilities prior to starting work. The Landscape Contractor must also keep the pavement and work areas in neat and orderly condition throughout the construction process. The Landscape Contractor shall acquaint himself with, and verify, Working conditions in advance of submitting a proposal. Failure to recognize inherent responsibilities does not relieve the contractor of obligations due to miscalculations.
- Property owners shall be responsible for maintaining all landscaping shown on the approved plans throughout the life of the development.
- Turf shall be Premium Bluegrass Mix seed and blanket in all disturbed areas except where sod is noted.
- Once a Landscape Plan has been approved and a Building Permit issued, the Planning and Zoning Administrator may authorize minor revisions to the approved Landscape Plan including the substitution of equivalent planting and ground covers where such revisions do not diminish the benefits of the approved Landscape Plan. As such, revisions shall require the written approval of the Planning and Zoning Administrator.
- Trees and shrubs shall not be located closer than ten (10) feet to fire hydrants, transformers, or other above ground utilities.
- Bare root plants shall not be allowed.
- All planted areas and landscaped islands shall receive a four (4) inch layer of shredded hardwood bark mulch.

**PREMIUM BLUEGRASS SEED MIX (4-5 LBS/1000 S.F.)**

MIX %	SEED	GERMINATION	ORIGIN
22.82%	AWARD KENTUCKY BLUEGRASS	85%	OR
22.22%	NUGLADE KENTUCKY BLUEGRASS	85%	OR/WA
17.79%	JACKPOT KENTUCKY BLUEGRASS	85%	OR/WA
16.11%	EVEREST KENTUCKY BLUEGRASS	85%	OR
9.98%	FIESTA 4 PERENNIAL RYEGRASS	90%	MN
9.97%	HANCOCK PERENNIAL RYEGRASS	90%	MN
1.11%	INERT MATTER		



REVISIONS:

**DOWDEN DESIGN GROUP**  
LANDSCAPE ARCHITECTURE, DESIGN & PLANNING  
P.O. BOX 415, LIBERTYVILLE, IL 60048  
DOWDENDESIGNGROUP.COM PHONE: (847) 362-1254

**SWEET BABY RAY'S CATERING**  
PARKING LOT EXPANSION  
227 E. IRVING PARK ROAD  
WOOD DALE, ILLINOIS

LANDSCAPE PLAN

DATE: 01.08.23  
SCALE: NONE  
DRAWN: C/D







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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: April 20, 2023  
Subject: Prairie Fest Security Services & Equipment  
Staff Contact: Chris Zito, Chief of Police  
Department: Police

**TITLE:** A Resolution Approving an Agreement for Prairie Fest Security Services & Equipment between Embassy Security Group and the City of Wood Dale, in an amount not to exceed \$24,000.00

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

Committee Vote: 7-0

Committee Meeting Date: April 13, 2023

Requested information from Committee: None

### **DOCUMENTS ATTACHED**

- ✓ Resolution
- ✓ Agreement

### **STRATEGIC PLAN ITEM**

- Yes
- No

**RESOLUTION NO. R-23-22**

**A RESOLUTION APPROVING AN AGREEMENT FOR PRAIRIE FEST SECURITY SERVICES & EQUIPMENT BETWEEN EMBASSY SECURITY GROUP AND THE CITY OF WOOD DALE, IN AN AMOUNT NOT TO EXCEED \$24,000.00**

**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 Embassy Security Group for services and equipment for Prairie Fest; 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 Embassy Security Group, the Mayor and the City Council find Embassy Security Group 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 **20th day of April, 2023.**

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

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

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

APPROVED this **20th day of April, 2023.**

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

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



**ENGAGEMENT AGREEMENT**

This Agreement is entered on \_\_\_\_\_ by and between The Embassy Security Group an Illinois Private Security Contractor Agency with offices at 19614 S. LaGrange Rd Mokena, Illinois 60448  
City of Wood Dale  
and Company Name \_\_\_\_\_ (hereinafter referred to as the "Client", with an address of 404 N. Wood Dale Road, Wood Dale, IL 60191).

Embassy Security Group has a background in providing Security Service(s) portfolio to include but not limited Staffing- armed and unarmed security officers, armored transportation, mobile surveillance platforms, mobile command centers, security light towers, walk thru metal detectors and security related training.

1. **DESCRIPTION OF SERVICES:** Beginning on July 26, 2023 Embassy Security will provide security as requested by Client. The cost per hour for this service is outlined in Exhibit A to this Agreement.
2. **Term.** The term of this Agreement shall be for thirty (30) days. The Agreement will automatically renew every 30 days unless terminated by either party with 7 days' prior notice. Both parties' consent to receipt of notice via email.
3. **PAYMENT:** Because of Embassy Security's staffing circumstances for clients, Client agrees to pay invoices with ten (10) business days from the date of the invoice.

Client consents to receive invoices via email.

Client may make payment by ACH, wire transfer or by check. If paying by credit card a 3% fee may apply. The failure to pay invoices shall operate as a default. In the event of a default, Client shall have 48 hours to cure said default by making full payment of all outstanding invoices with a certified check or wire transfer.

Embassy shall have no obligation to provide services during the event of a default.



If the client defaults on payment terms and fails to cure the default as set forth above, Client shall be responsible for all reasonable attorney fee, costs and expenses connected therewith together with interest on all outstanding balances owed at the per annum rate equal to the lessor of 18% or the maximum rate permitted by law

Client agrees to pay a fee to Embassy Security based on the rate schedule listed in exhibit A, attached hereto and made part of this Agreement.

4. **RELATIONSHIP OF PARTIES:** It is understood by the parties that Embassy Security is an independent contractor and not an employee of Client. Embassy Security is a licensed and an insured corporation, registered with the State of Illinois. Embassy Security maintains the required insurance coverage as dictated by the laws of the State of Illinois.

Client will not provide fringe benefits, to include health insurance benefits, paid vacation, or any other similar employee benefit to any agent of Embassy Security.

5. **INSURANCE:** Embassy Security acknowledges its obligation to have in force and maintain appropriate Commercial General Liability and Workman's Compensation Insurance for Embassy Security Agents. Embassy hereby agrees to ensure that said Liability insurance names client as an additional insured during and throughout the term of this agreement. Client will be presented with the required insurance certificates provided by Embassy Security. Client requests and Embassy has agreed to list client as an additional insured in its policies.

6. **EMPLOYEES:** Embassy Security's employees, who perform services for Client under this agreement, shall also be bound by the provisions of this agreement. At the request of Client, Embassy Security shall provide adequate evidence that such persons are Embassy Security's employees.





7. **INJURIES**: Embassy Security acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Embassy Security (and Embassy Security employees).

Embassy Security waives any rights to recovery from Client for any injuries that Embassy Security employees may sustain while performing services under this agreement that are a result of the negligence of Embassy Security or Embassy Security's employees, and which are not the result of negligence on the part of the Client.

8. **ASSIGNMENT**: Embassy Security's obligations under this agreement may not be assigned, transferred to any other person, firm, or corporation.

9. **LIMITS of LIABILITY**: Embassy Security agrees that the services furnished under this agreement shall be in conformity with practices, which are generally current in the security industry, the parties agree that Embassy Security does not represent and cannot warrant that the services furnished will prevent or minimize the likelihood of loss. Embassy Security's responsibility is solely limited to providing security services and Embassy Security has not been engaged as a consultant or otherwise to provide an assessment of security needs at the site(s) covered. Embassy Security agrees to defend, indemnify, and hold harmless client for any claim, liability, demand or occurrence arising from direct negligent acts of Embassy Security and its employees arising from this Agreement.

However;

Notwithstanding anything to the contrary herein EMBASSY SECURITY shall not be liable to CLIENT for any injury (including death) to any person arising from a slip, trip or fall while on or near the premises of CLIENT. It is expressly understood and agreed that EMBASSY SECURITY is not responsible for performing any maintenance services, including but not limited to elevator or escalator maintenance, light repair, lock or alarm device



repair or maintenance, building upkeep, snow removal, garbage or debris removal and water removal. It is further understood and agreed that EMBASSY SECURITY is not required or requested to report any maintenance needs or failures to CLIENT.

EMBASSY SECURITY shall not be liable to client, its officers, directors, employees, agents, guests, invitees or any other third party and, to the fullest extent permitted by law. Client hereby

releases EMBASSYSECURITY, its stockholders, directors, officers, employees and agents for any property loss, economic loss or personal injury (including death) resulting from Embassy Security delay in performing or failure to perform any service under this Agreement where such delay or failure is caused, in whole or in part, by any event beyond the reasonable control of the Embassy Security, its employees and agents, including but not limited to any act of God, active shooter incident, pandemic outbreak, flood, windstorm, governmental embargo, quarantine, strike, riot, war or other military action, civil disorder, acts of terrorism, rebellion or revolution, hostile fire, sabotage or governmental seizure.

**10. ENTIRE AGREEMENT:** This agreement contains the entire agreement of the parties. There are no other promises or conditions in any other agreement whether oral or written.

**11. DISPUTES:** All disputes which are not resolved through negotiations shall be decided by a Court of competent jurisdiction within the County of Will, State of Illinois.

**12. AMENDMENT:** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**13. APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Illinois.

**Communicable Disease, Infectious Agent, Bacteria or Virus Release and Indemnification** This agreement ("Amendment") amends the agreement ("Agreement") entered by and between Embassy Security Group, Inc. ("EMBASSY SECURITY") and Thorntons LLC ("CUSTOMER") for



the provision of physical security guard and related services ("Services"). In consideration of EMBASSY SECURITY continuing to provide Services during the pandemic crisis to and for the benefit of CUSTOMER under the existing terms and conditions set forth in the Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. EMBASSY SECURITY agrees that the Services shall be in conformity with practices which are generally current in the security industry. The parties agree that

EMBASSY SECURITY does not infer, represent or warrant that the Physical Security Services furnished will prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria or virus loss or liability.

2. To the fullest extent permitted by law, CUSTOMER on behalf of itself, its stockholders, members, directors, employees, invitees, any third parties entering CUSTOMER's premises and its and their respective insurers hereby expressly and knowingly release EMBASSY SECURITY., its stockholders, members, officers, agents, representatives, and employees from any and all claims, liabilities, losses, demands or suits brought by any party, including without limitation CUSTOMER, CUSTOMER's employees and any third party that directly or indirectly arise from EMBASSY SECURITY's failure to detect , mitigate or respond to any communicable disease, infectious agent, bacteria or virus, including, without limitation, including such that arise from the negligent provision of Services.

3. To the fullest extent permitted by law CUSTOMER agrees to hold harmless, defend, protect, and indemnify EMBASSY SECURITY., its stockholders, members, directors, officers, agents, representatives, volunteers and employees, from and against any and all claims, demands, suits, causes of action, judgments and liens arising or



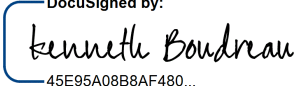
4. alleged to arise directly or indirectly from EMBASSY SECURITY'S failure to detect , mitigate or respond to any Communicable Disease, Infectious Agent, Bacteria or Virus, without limitation, the negligent provision of said services.
5. Customer on behalf of itself and its insurers waives any and all rights to subrogation for and against any and all claim, demand, liability, loss or otherwise arising directly and indirectly from EMBASSY SECURITY'S services to the fullest extent permitted by law.
6. In the event there is any conflict or inconsistency between this Amendment and the Agreement, the terms of this Amendment shall prevail.
7. If any term, provision, covenant or condition of this Amendment is held by a court of competent jurisdiction to exceed the limitations permitted by applicable law, as determined by such court in such action, then the provisions will be deemed reformed to the maximum limitations permitted by applicable law and the parties hereby expressly acknowledge their
8. desire that in such event such action be taken. Notwithstanding the foregoing, the parties further agree that if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and in no way shall be affected, impaired or invalidated.
9. Each of the parties hereto waives its rights to bring any action arising hereunder before a jury.
10. The terms of this Amendment shall survive the termination of the Agreement and the performance of Services. Except as otherwise provided herein, all terms of the Agreement are incorporated herein by reference.



11. This Amendment represents the entire understanding and agreement between the parties with respect to rights, obligations and causes of action that may arise in connection with any communicable disease, infectious agent, bacteria, or virus and supersedes any and all prior understandings or agreements between the parties. This Amendment may only be amended or revoked in a writing signed by a duly authorized
12. representative of CUSTOMER and EMBASSY SECURITY. CUSTOMER acknowledges and agrees that EMBASSY SECURITY would not provide Services without the parties entering into this Agreement.

Agreed This Date \_\_\_\_\_

By: Alan Piechuch

By:   
45E95A08B8AF480...  
Michele Sweeney Boudreau  
President  
Embassy Security Group



**EXHIBIT A: Rate Schedule**

See Quote



## Agreement, Release, and Indemnification

This agreement is entered into by and between THE EMBASSY SECURITY GROUP, Inc with offices located at 19614 S. LaGrange Rd, Mokena, Illinois 60448 and City of wood Dale with offices located at 404 N. wood Dale Road wood Dale, IL 60491 ("CUSTOMER") for the provision of Equipment Services as defined herein. THE EMBASSY SECURITY GROUP agrees that the services furnished under this agreement shall be in conformity with practices which are generally current in the security industry. The parties agree that THE EMBASSY SECURITY GROUP does not represent or warrant that the Equipment furnished will prevent or minimize the likelihood of loss. THE EMBASSY SECURITY GROUP's responsibility is solely limited to providing METAL DETECTORS and equipment and THE EMBASSY SECURITY GROUP has not been engaged as a consultant or otherwise to provide an assessment of security needs for client or client's property.

1. Fifty percent (50%) Non-Refundable Deposit is due to hold items. Payment due upon receipt of all invoices. A Three (3%) processing fee is added if choosing to pay by credit card.
2. Customer agrees equipment will be positioned and covered in a way as to shelter from rain, water, sun, dust and other possible damage. Tentage, building or shelter shall be in place and accessible for set up upon arrival. Embassy Security reserves the right to refuse set up if proper covering and electricity is not in place. Access to power shall be in place and running upon delivery/set up and available at pick up to test equipment for any damage. Unless otherwise state in quote. Customer guarantees security or restricted access to equipment as to prevent theft, damage, or vandalism. Customer Agrees to refrain from moving equipment without prior written permission from Embassy Security Group. No equipment is to be tampered with or moved once installed unless authorized by Embassy Security Group. A representative of Customer must be present at delivery and pickup.
3. As additional consideration for THE EMBASSY SECURITY GROUP providing the Equipment , to the fullest extent permitted by law, CUSTOMER on behalf of itself, its stockholders, members, directors, employees, invitees, any third parties entering CUSTOMER's premises and its and their respective insurers hereby expressly and knowingly release THE EMBASSY SECURITY GROUP., its officers, agents, representatives, and employees from any and all claims, liabilities, losses, demands or suits brought by any party, including without limitation CUSTOMER, CUSTOMER's employees and any third party that directly or indirectly (i) arise from THE EMBASSY

SECURITY GROUP's provision of the Equipment; and/or (ii) that arise from THE EMBASSY SECURITY GROUP's equipment failure to detect or respond including, without limitation, the negligent provision of said services.

4. In further consideration of THE EMBASSY SECURITY GROUP rendering the Equipment, to the fullest extent permitted by law CUSTOMER agrees to hold harmless, defend, protect, and indemnify THE EMBASSY SECURITY GROUP., its stockholders, members, directors, officers, agents, representatives, volunteers and employees, from and against any and all claims, demands, suits, causes of action, judgments and liens arising or alleged to arise directly or indirectly from(i) CUSTOMER's breach of any term of this Agreement; (ii) THE EMBASSY SECURITY GROUP's provision of the Equipment, and/or (iii) THE EMBASSY SECURITY GROUP's failure to detect or respond to **METAL DETECTORS and equipment** including, without limitation, resulting from the negligent provision of said services.
5. Customer on behalf of itself and its insurers waive all rights to subrogation for and against all claim, demand, liability, loss or otherwise to the fullest extent permitted by law. **Customer will provide THE EMBASSY SECURITY GROUP with a copy of the "waiver of subrogation" endorsement and certificate of insurance from the Customer's general liability and workers compensation insurance carriers.**
6. Customer will name **THE EMBASSY SECURITY GROUP as an "additional insured" to Customer's general liability policy and provide THE EMBASSY SECURITY GROUP with the certificate of insurance and endorsement from the general liability insurance carrier.**
7. This Agreement represents the entire understanding and agreement between the parties with respect to the provision of the Equipment and supersedes all prior understandings or agreements between the parties. This Agreement may only be amended or revoked in a writing signed by a duly authorized representative of CUSTOMER and THE EMBASSY SECURITY GROUP. CUSTOMER acknowledges and agrees that THE EMBASSY SECURITY GROUP would not provide Equipment Services without the parties entering into this Agreement.
8. Customer agrees to maintain care, custody and control of the equipment and agrees to reimburse



Dated:

On Behalf of Client

Name: Alan Piecuch or designee

Signature:

On Behalf of Embassy Security Group

Name: Kenneth Boudreau

Signature 45E95A08B8AF480...



**Embassy Security Group**  
 19614 S La Grange Rd  
 Mokena, IL 60448  
 (800) 627-1325  
 info@embassysecurity.net  
 www.embassysecurity.net

# Estimate

**ADDRESS**

Sgt Alan Piecuch  
 City of Wood Dale  
 404 N. Wood Dale Road |  
 Wood Dale, Illinois 60191

**ESTIMATE # 1050**

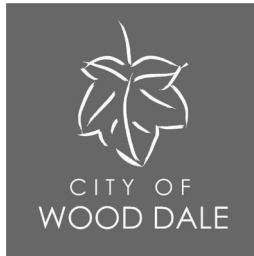
**DATE 04/12/2023**

DATE	EVENT	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		<b>Command Van/Surveillance Tower</b>	Period of Performance July 26 2023 delivery and setup, July 31 2023 load out	1	3,000.00	3,000.00
			Surveillance (Video) 3 Camera Tower/with power Each Tower two cameras remote view/control by laptop (provided) at clients location (requires internet) Bandwidth Included			
07/26/2023		<b>Screeners / Security: Metal Detector Delivery &amp; Set Up</b>	Period of Performance July 26 2023 delivery and setup, July 31 2023 load out	1	6,000.00	6,000.00
			Garrett PDI 6500 I 5 Divesting			

DATE	EVENT	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
			Tables 5 Divesting Tablecloths 5 Divesting Bins 50 Stanchions 14 Garrett Portable Hand Scanners 7 One Generac Generator 1 Divesting Wands 7			
07/26/2023		<b>Screeners / Security:Screeners / Security</b>	Armed Off/duty retired Screeners Total Hrs Rate 7/27/2023 5 PM-9:30 PM 7 31.5 7/28/2023 5 PM-11 PM 7 42.55 7/29/2023 12 PM -11 PM 7 77.55 7/30/2023 12 pM- 9:30 PM 7 66.5	217	55.00	11,935.00
07/26/2023		<b>Screeners / Security:ONSITE TECH</b>	Tech Onsite Camera and Metal Detectors	20	55.00	1,100.00
TOTAL						<b>\$22,035.00</b>

Accepted By

Accepted Date



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: April 20, 2023  
Subject: Well 6 Rehabilitation  
Staff Contact: Alan Lange, Public Works Director  
Department: Public Works

**TITLE:** A Resolution Approving an Agreement between the City of Wood Dale and Water Well Solutions Illinois, LLC for the Well 6 Rehabilitation Project in an Amount Not to Exceed \$79,275.60

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

Committee Vote: Passed 7-0

Committee Meeting Date: April 13, 2023

Requested information from Committee: None

### **DOCUMENTS ATTACHED**

- ✓ Resolution
- ✓ Agreement
- ✓ Water Well Solutions Illinois, LLC Proposal

### **STRATEGIC PLAN ITEM**

- Yes  
 No

**Objective: Provide Exceptional Services – Public Works ES#3** - Use water system master plan to draft 10-year CIP for water distribution system.

**RESOLUTION NO. R-23-23**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND WATER WELL SOLUTIONS ILLINOIS, LLC FOR THE WELL 6 REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$79,275.60**

**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 **WATER WELL SOLUTIONS ILLINOIS, LLC** for the **WELL 6 REHABILITATION PROJECT**; 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 **WATER WELL SOLUTIONS ILLINOIS, LLC**, the Mayor and the City Council find **WATER WELL SOLUTIONS ILLINOIS, LLC** 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 **20<sup>th</sup> day of April, 2023.**

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

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

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

APPROVED this **20<sup>th</sup> day of April, 2023.**

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

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

**CITY OF WOOD DALE  
WELL 6 REHABILITATION**

**CONTRACT**

This CONTRACT, made and entered into this 20<sup>TH</sup> day of April, 2023, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter “City”), and WATER WELL SOLUTIONS ILLINOIS, LLC, an Illinois corporation (hereinafter “Contractor”);

**RECITALS**

WHEREAS, the City desires to engage the Contractor to provide (hereinafter “Work”), located within the corporate limits of the City of Wood Dale; and

WHEREAS, the Contractor represents itself to be in compliance with Illinois Statutes relating to all matters affecting its status as a corporation operating as a general contractor within the State of Illinois and to have the necessary expertise and experience to furnish such services for the Work upon the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the City and the Contractor that:

**I. SCOPE OF SERVICES**

The Scope of Services shall be as set forth in the “Notice to Bidders”, “Instructions to Bidders”, “Special Instructions”, “Technical Specifications”, “General Requirements”, “Specifications”, and “Special Provisions” prepared by the City. Should there be a conflict in terms between this Contract and the other documents, which are a component part hereof, this Document shall control.

**II. PERFORMANCE OF WORK**

The Contractor shall perform all work, furnishing all materials and labor, and shall abide by the terms of this Contract and the requirements of the City. Contractor must complete, in its entirety, the project within 30 days weather permitting, from the date the City provides Contractor with notice to proceed.

**III. SITE ABANDONMENT**

The Contractor shall prioritize this Project in accordance with the timeliness set forth in the Bid Specifications and the Contract. In no event shall the Contractor cease to perform work on this Project for a period of more than five (5) consecutive business days.

In the event that circumstances arise which require or warrant the Contractor ceasing work on the Project for a period in excess of five (5) business days, the Contractor shall provide Notice to the City, with Notice to the Public Works Director and the Project Engineer. Said Notice shall provide the basis for the Contractor being unable to perform work on the Project for said period of time.

In the event that the basis for the delay is not acceptable to the City, the City shall so notify the Contractor immediately. In such case, the Contractor shall arrange to return to the Project immediately following any five (5) day absence.

Nothing herein is intended to or shall alter the Substantial Completion or Final Completion requirements set forth in the Contract. In addition, nothing herein is intended to or shall alter the Liquidated Damages provisions of the Contract.

#### IV. PAYMENT TO THE CONTRACTOR

For the Work, the Contractor shall be paid in accordance with the Proposal. The City shall make payments to the Contractor within 30 days after completion of the Work and upon receipt of an invoice in a format approved by the City.

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

#### V. NO CO-PARTNERSHIP OR AGENCY

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the City and the Contractor, or as constituting the Contractor as the general representative or general agent for the City for any purpose whatsoever.

#### VI. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Notice to Bidders, Instructions to Bidders, Specifications, Special Instructions, Special Provisions, Proposal,



Performance Bond, Maintenance Bond, Anti-Collusion Affidavit of Compliance, Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

VII. MATERIALS AND LABOR/WORKMANSHIP WARRANTY

Upon completion of the Work, and satisfactory acceptance by the City, the Contractor will provide a written one (1) year warranty covering both parts and labor/workmanship. Warranty shall include, but is not limited by this provision, that any defective material(s) and/or defective installation or workmanship will be repaired and/or replaced by Contractor at no cost to the City. The City's preferred warranty template is attached to this document.

VIII. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

IX. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope or intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

X. MODIFICATION OR AMENDMENT

This Contract constitutes the entire contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

XX. APPLICABLE LAW

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the 18<sup>th</sup> Judicial Circuit Court of DuPage County, State of Illinois.

XXI. NEWS RELEASES

The Contractor may not issue any news releases without prior approval from the City Manager nor will the Contractor make public proposals developed under this Contract without prior written approval from the City Manager prior to said documentation becoming a matter of public record.

XXII. COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with any other Contractors in the City's employ or any matter associated with the Work.

XXIII. NOTICES

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to City:  
Jeffrey Mermuys  
City Manager  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

With a copy to:  
Lynn Curiale  
City Clerk  
404 N. Wood Dale Road  
Wood Dale, Illinois 60191

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

CITY OF WOOD DALE:

ATTEST:

\_\_\_\_\_  
Annunziato Pulice, Mayor

\_\_\_\_\_  
Lynn Curiale, City Clerk

CONTRACTOR:

ATTEST:

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_

# Water Well Solutions Illinois, LLC.

825 E North Street  
 Elburn, IL 60119  
[www.wvssg.com](http://www.wvssg.com)



## PROPOSAL TO:

Date: 12/2/2022

**Company:** City of Wood Dale

Job Name:

Address: 404 N Wood Dale Rd

Well 6 Pull and Inspect  
**Option 2**

City: Wooddale Il. 60191

Attention: Patrick Hastings

Phone: (630) 781-8385

Email: [phastings@wooddale.com](mailto:phastings@wooddale.com)

Fax:

**Terms:** 10 Days

Qty	Description	Unit Price	TOTAL
<b>Well 6 Inspection and Recommended Rehabilitation and Repair</b>			
1	Option 2) Replacement with 2 pole high speed "3450 rpm" pump & motor including mercury remediation with disposal certification		
1	Tesla 75 hp 8" 2 pole "3450 rpm" 460 vac motor with 2 year manufacturers warranty	\$12,600.00	\$12,600.00
1	Mercury Remediation for option (2)	\$20,000.00	\$20,000.00
1	Pearl PWS1100G750-D6M6 Pump assembly rated at 1000 gpm @ 200 ft. Epoxy Coated	\$7,100.00	\$7,100.00
42	Ft 8" schedule 40 T&C column Pipe "Necessary not an option"	\$99.20	\$4,166.40
51	Ft 8" schedule 40 T&C column Pipe "Not Necessary but recommended"	\$99.20	\$5,059.20
105	1/0 75* C submersible pump cable "Necessary not an option"	\$42.00	\$4,410.00
1	8" Surge Control Valve "Necessary not an option"	\$2,450.00	\$2,450.00
1	Dual disc surge block with Pantomite PM77 Well Rehabilitation process	\$7,250.00	\$7,250.00
1	16" Baker Pitless cap gasket	\$500.00	\$500.00
2	Baker 14" pitless spool o-rings	\$140.00	\$280.00
8	Labor Hrs 2 man crew with truck, auto crane and tooling	\$390.00	\$3,120.00
4	Labor Hrs overtime rate 2 men with truck, auto crane and tooling	\$585.00	\$2,340.00
1	Above is estimated reinstall with performance testing		
1	Mobilization of #30,000 capacity pump hoist with fuel surcharge	\$2,250.00	\$2,250.00
	Optional level transducer with process meter lcd display, trenching of dedicated transmission conduit "under sidewalk" into pump house mounted,wired,programmed and set to pump depth in 1.250" pvc carrier	7,750.00	

NOTE ON MATERIAL PRICES: The material prices noted above are based on current market prices. The price and other materials are volatile. Therefore, we must reserve the right to adjust the above material prices based on market pricing the date your order is signed and returned to us. In order to hold the current pricing, it will be necessary to immediately order the materials. Further, Water Well Solutions will bill for the materials so ordered at the same time, signature below constitutes agreement to be billed for those materials ordered and is your further agreement to pay, within 30 days of invoice date, for those materials ordered.

**Total Amount Proposed \$71,525.60**

CLIENT	WATER WELL SOLUTIONS ILLINOIS, LLC
The above prices, specifications and conditions are satisfactory and are hereby accepted. Water Well Solutions is authorized to do the work as specified. Payment will be made within ten (10) days of invoice date,  BY: _____ DATE: _____	All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. 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 this proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other insurance.  BY: _____ DATE: _____

INVOICES. Invoices will be submitted once a month with payment due within 10 days of the invoice date. A late charge at the rate of 1-1/2 % per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after 30 days. Purchaser agrees to pay any and all attorneys' fees and court costs should attorneys be utilized or court proceedings initiated to collect any past due amounts.

INFORMATION. It is recognized that Purchaser has superior knowledge of the job site, site history, access routes to the job site, known or suspected contaminants, surface and subsurface conditions, etc., and Purchaser is obligated to advise Water Well Solutions of all or any conditions that may affect Water Well Solutions performance hereunder. Purchaser agrees to provide Water Well Solutions with such specifications, plans, site history information, reports, studies or other information on surface and subsurface conditions as will be reasonably required by Water Well Solutions for safe, proper and timely performance of the work. Purchaser shall obtain all necessary permits and rights-of-way and indemnify and hold Water Well Solutions harmless for its failure to do so and for claims of trespass or damage to property, including underground utilities or structures; provided such claims of trespass or damage to property did not arise due to Water Well Solutions' negligence or intentional act which arise out of the work.

LIABILITY. Neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise. Further, Purchaser agrees to indemnify and hold Water Well Solutions harmless from and against any and all claims, demands, causes of action (including third party claims for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which result from (i) any release or threatened release of any substance (whether hazardous or not); (ii) any claim that Water Well Solutions or any of its subcontractors was a "generator" or "transporter" of hazardous waste or an "operator" of the job site (as such terms are used or defined under local, state or federal laws or regulations); or (iii) any negligent or wrongful act or omission of Purchaser or others under Purchaser's control, except that this indemnification shall not apply to the extent any demand of cause of action results from Water Well Solutions negligence or intentional misconduct.

PERFORMANCE. Water Well Solutions will exercise reasonable skill and judgment in performing the work, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES (EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN HEREUNDER. Water Well Solutions does not warrant specific results of any kind or provide any guarantee of water quality or quantity.

CHANGED CONDITIONS. The discovery of any hazardous waste, substance, pollutant, contaminant, underground obstruction, condition or utilities on or under the job site which were not brought to the attention of Water Well Solutions prior to the date of this Work Agreement will constitute a materially different site condition entitling Water Well Solutions, at its option, to terminate this Work Agreement (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the contract price and time for performance. Water Well Solutions, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Water Well Solutions to perform work outside the original scope or beyond its capabilities. In any event, Water Well Solutions may terminate operations on a site which it believes presents an unreasonable health or safety risk.

DELAYS. Water Well Solutions shall have no liability to Purchaser, or its clients, contractors or consultants for delays attributable to acts of God, acts of third parties, weather which is not reasonably anticipatable, intervention or public authorities, inability to obtain permits necessary to perform the work, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder and any other conditions or events which are beyond the reasonable control of Water Well Solutions shall be entitled to additional time to perform this Work Agreement equal to the time of any such delay.

MISCELLANEOUS. The terms and conditions set forth in the Work Agreement constitute the entire understanding of the parties relating to the work. All previous proposals, offers, and other communications relative to the work, oral or written, are hereby superseded. Any additional or conflicting provision(s) contained in any purchase order, acknowledgement, or other form of the Purchaser is hereby expressly objected to by Water Well Solutions and shall not modify this Work Agreement.

INTERPRETATION. This Work Agreement shall be governed and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions stated in the Work Agreement (or the application of such term, provision or condition to person or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected, and each term, provision and condition of this Work Agreement shall be valid and enforceable to the fullest extent permitted by law.

**RESOLUTION NO. R-23-24**

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
A SUCCESSOR EMPLOYMENT  
AGREEMENT FOR CITY MANAGER BETWEEN  
THE CITY OF WOOD DALE AND JEFFREY MERMUYS**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as 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 possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et. seq.*, to adopt ordinances pertaining to the public health, safety and welfare; and

**WHEREAS**, the City Council of the City (hereinafter referred to as the “City Council”) is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

**WHEREAS**, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

**WHEREAS**, since September 1, 2010, Jeffrey Mermuys has served first as acting City Manager and, thereafter, as City Manager; and

**WHEREAS**, Jeffrey Mermuys has served as the City Manager since December 1, 2010; and

**WHEREAS**, Jeffrey Mermuys has continuously demonstrated his ability to faithfully discharge the duties and responsibilities of the position of City Manager; and

**WHEREAS**, under and pursuant to the managerial form of municipal Government, the City desires to retain Jeffrey Mermuys as City Manager of the City; and

**WHEREAS**, Jeffrey Mermuys is willing to be so employed by the City pursuant to the covenants, terms and conditions set forth in the Successor Employment Agreement, attached hereto and incorporated herein by reference as Exhibit “A.”

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:**

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

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

SECTION 3: The City Manager, City 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 published as required by law.

SECTION 6: That this Resolution shall be in full force and effect from and after its adoption, approval and publication as provided by law.

PASSED this 20th day of April, 2023.

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

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

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

APPROVED this 20th day of April, 2023.

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

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

**EXHIBIT "A"**

**CITY OF WOOD DALE/JEFFREY MERMUYS  
CITY MANAGER SUCCESSOR EMPLOYMENT AGREEMENT**



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: April 20, 2023  
Subject: List of Bills  
Staff Contact: Brad Wilson, Finance Director  
Department: Finance

**TITLE:** List of Bills – 04/20/2023

### **RECOMMENDATION:**

The Finance Department recommends that the City Council approve bills for the 04/20/23 City Council meeting in the amount of \$1,521,795.68.

### **BACKGROUND:**

<u>Fund</u>	<u>Amount</u>
General Fund	\$ 209,149.82
Road & Bridge Fund	\$ 4,832.35
Motor Fuel Tax Fund	\$ 4,626.75
Tourism Fund	\$ 2,958.50
Narcotics Fund	\$ 94.99
TIF District #1	\$ 225,410.18
TIF District #2	\$ 66,000.00
Capital Projects Fund	\$ 720,876.68
Land Acquisition Fund	\$ -
Commuter Parking Lot Fund	\$ 1,968.72
Sanitation Fund	\$ -
Water & Sewer Fund	\$ 285,877.69
CERF	\$ -
Special Service Area Fund	\$ -
Total of all Funds	\$ 1,521,795.68
Total Number of Checks:	70
Check number range	16638-16707



Purchases are made in accordance with the City's purchasing policies and procedures manual.

*Items of interest:*

FGM Architects Inc. (\$16,464.60) – Design Contract for PD Remodel

LAI, LLC (\$10,757.30) – 39 UV Bulbs and 7 Sensors/Connectors for NWWTP

*Vehicle Purchases:*

There are no vehicles on this list of bills.

Committee date:

Council date:

**DOCUMENTS ATTACHED**

- ✓ List of Bills

## List of Bills - April 20, 2023

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
16638	855 Lively, LLC	855 Lively, LLC- Pay 8	225,410.18	8	4/13/2023	24 42034 TIF 1	Professional Services
				<u>225,410.18</u>			
16639	AEP Energy	Wastewater/Water Dept Electric Services- Feb 23	3,695.09	3999900226apr23	3/29/2023	63005081 44051 Utilities	Electric Utilities
		Wastewater/Water Dept Electric Services- Feb 23	12,128.72	3999900226apr23	3/29/2023	63005082 44051 Sewer	Electric Utilities
							<u>15,823.81</u>
16640	Al Warren Oil Co Inc	850.3 Gals of Unleaded Gas	2,774.19	W1546765	3/17/2023	10 13001 GF	Gasoline Inventory
		897.9 Gals of Unleaded Gas	2,950.41	W1548072	3/23/2023	10 13001 GF	Gasoline Inventory
		800.2 Gals of Unleaded Gas	2,763.88	W1549703	3/30/2023	10 13001 GF	Gasoline Inventory
		1200.2 Gals of Diesel	3,919.97	W1549976	3/31/2023	10 13001 GF	Gasoline Inventory
							<u>12,408.45</u>
16641	Allscape Inc.	Contracted Landscape Maintenance	1,050.00	23-0753	3/25/2023	10035052 42106 Streets	Landscaping - City Property
							<u>1,050.00</u>
16642	Artistic Engraving	1 Gold Chief Star	223.57	20680	3/17/2023	10024041 46466 PD	Police Operating Equipment
							<u>223.57</u>
16643	Associated Technical Services LTD	Leak Detection and Location Survey	120.00	36861	3/27/2023	63005081 42113 Utilities	Maintenance - Water Mains
		Service Line/Fire Hydrant Leaks	4,674.92	36849	3/22/2023	63005081 42113 Utilities	Maintenance - Water Mains
							<u>4,794.92</u>
16644	Bannerville USA, Inc	Installation of Spring Pole Banners	1,445.00	33881	3/17/2023	22040000 49036 Tourism	Community Events
		Veteran Banners Replacements	770.00	33400	12/1/2022	22040000 49036 Tourism	Community Events
							<u>2,215.00</u>
16645	Baxter and Woodman Inc	Foster Ave Resurfacing	236.59	0245006	3/23/2023	50030000 46031 CIP	Street Improvement Program
		FY21/22 Road Project	155.00	0244543	3/20/2023	50030000 46031 CIP	Street Improvement Program
							<u>391.59</u>
16646	Christian Cruz	Refund for Tow Impound Fee	600.00	1	3/28/2023	10 36080 GF	Admin Fee - Impounded Vehicles
							<u>600.00</u>
16647	Christopher Burke Engineering Ltd	110 E. Irving Rd	95.50	182261	4/6/2023	10015051 42050 PW Admin	Engineering Services
							<u>95.50</u>

## List of Bills - April 20, 2023

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
16648	Cintas Corp	Traffic Mat- PW	65.33	4150373901	3/23/2023	10015051 42019 PW Admin	Maintenance Agreements
		Traffic Mat- PW	65.33	4151072918	3/30/2023	10015051 42019 PW Admin	Maintenance Agreements
		Traffic Mat- PW	65.33	415782106	4/6/2023	10015051 42019 PW Admin	Maintenance Agreements
			195.99				
16649	Commonwealth Edison	401 Crestwood	433.11	1094161002apr23	3/29/2023	21035059 44051 MFT	Electric Utilities
		475 Arbor	149.04	0931132071apr23	3/29/2023	63005081 44051 Utilities	Electric Utilities
		152 Janis	110.74	1977013032apr23	3/29/2023	63005081 44051 Utilities	Electric Utilities
		387 Preserve	243.17	1935098099apr23	3/29/2023	63005082 44051 Sewer	Electric Utilities
		Clock Tower	340.05	2397133276apr23	3/28/2023	21035059 44051 MFT	Electric Utilities
		121 E Irving Lights	1,726.18	2720145042apr23	3/28/2023	21035059 44051 MFT	Electric Utilities
		SS Irving	513.38	5850739020apr23	3/28/2023	60 44051 Metra	Electric Utilities
		144 Commercial	215.42	6018658025apr23	3/28/2023	63005081 44051 Utilities	Electric Utilities
		790 N Central Ave	643.15	7530503011apr23	3/28/2023	21035059 44051 MFT	Electric Utilities
		333 E Irving Park Rd	737.92	5850691034apr23	3/28/2023	21035059 44051 MFT	Electric Utilities
		L/S Street Lights	368.43	2811168048apr23	3/31/2023	21035059 44051 MFT	Electric Utilities
		Street Lights	354.28	2003164030apr23	3/29/2023	21035059 44051 MFT	Electric Utilities
		948 Edgewood	18.17	1091045118apr23	3/28/2023	21035059 44051 MFT	Electric Utilities
		970 Lively	5.46	1891117124apr23	3/28/2023	21035059 44051 MFT	Electric Utilities
			5,858.50				
16650	Concentric Integration	IT Support Services	247.50	0244541	3/20/2023	63005081 42021 Utilities	Maintenance Equipment Distribu
		2022-2023 Support Services	1,594.00	0244545	3/20/2023	63005081 42021 Utilities	Maintenance Equipment Distribu
			1,841.50				
16651	Conrad Polygraph, Inc	4 Polygraph Exams	540.00	5537	3/30/2023	10024047 49044 PD Brd	Testing Program
		4 Polygraph Exams	180.00	5537	3/30/2023	10011014 42095 HR	Employee Recruitment
			720.00				
16652	Critical Technology Solutions	PD Booking and RTA Metra Lot Cameras Fixed	218.75	3224283	3/4/2023	10024041 42011 PD	Maintenance - Building/Grounds
			218.75				
16653	Daily Herald	Budget Hearing/Treasurer Report	710.98	245600	3/19/2023	10013000 42005 Finance	Printing
			710.98				

## List of Bills - April 20, 2023

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
16654	DuPage Water Commission	City Water Purchase	160,932.24	01-2300-00apr23	3/31/2023	63005081 44053 Utilities	DPWC Water Purchase
			<u>160,932.24</u>				
16655	EBM, Inc	Monthly Janitorial Services- March 2023	4,759.07	111891	3/15/2023	10012025 42011 Bldg Maint	Maintenance - Building/Grounds
		Monthly Janitorial Service- Metra, March 2023	1,455.34	111892	3/15/2023	60 42034 Metra	Professional Services
			<u>6,214.41</u>				
16656	EGM, Inc.	Semi-Annual HVAC Maintenance	997.00	2431	3/1/2023	63005082 42011 Sewer	Maintenance - Building/Grounds
		Service Call for No Heat- PW	2,750.07	23552	3/22/2023	63005082 42011 Sewer	Maintenance - Building/Grounds
		Semi-Annual HVAC Maintenance	397.00	2430	3/1/2023	10015051 42019 PW Admin	Maintenance Agreements
			<u>4,144.07</u>				
16657	Federal Express	Police Evidence	39.54	8-069-16579	3/15/2023	10024041 44002 PD	Postage
			<u>39.54</u>				
16658	FGM Architects Inc.	Interior Renovation- PD	16,464.60	23-3699.01-1	3/23/2023	50020000 46039 CIP	Police Department Improvements
			<u>16,464.60</u>				
16659	Forest Awards & Engraving	2 Awards- PD	185.80	13813	4/5/2023	10024041 42014 PD	Maintenance - Office Equipment
		1 Plaque- Vehicle Sticker Contest Winner	35.00	13761	3/21/2023	22040000 49036 Tourism	Community Events
		4 Name Badges- CD	39.50	13784	3/27/2023	10011011 44031 Admin	Office Supplies
			<u>260.30</u>				
16660	Fountain Pros, LLC	Weekly Fountain Maintenance- Sept/Oct 22	3,740.00	1549	11/10/2022	10035052 42106 Streets	Landscaping - City Property
			<u>3,740.00</u>				
16661	Frederick Quinn Corporation	New Public Works Facility	178,790.00	#556	3/25/2023	50010000 46036 CIP	PW Building Improvements
		New Public Works Facility	509,478.00	#552	3/31/2023	50010000 46036 CIP	PW Building Improvements
			<u>688,268.00</u>				
16662	Galls, LLC.	Uniform Allowance	112.45	023807910	3/9/2023	10024041 44021 PD	Uniforms
			<u>112.45</u>				

## List of Bills - April 20, 2023

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
16663	Guardian Alliance Technologies, Inc	Guardian Software PSA Monthly	152.00	15581	4/12/2023	10024041 44039 PD	Detective's Expense
		Credit Reports Monthly	12.00	19575	3/31/2023	10024041 44039 PD	Detective's Expense
			164.00				
16664	Healy Asphalt Company LLC	.71 Tons of UPM Cold Mix	110.05	35084	3/9/2023	50030000 46031 CIP	Street Improvement Program
		1.04 Tons of UPM Cold Mix	161.20	35110	3/15/2023	50030000 46031 CIP	Street Improvement Program
		1 Ton of UPM Cold Mix	155.00	35162	3/27/2023	50030000 46031 CIP	Street Improvement Program
			426.25				
16665	Heartland Business Systems, LLC	CSP Monthly- March 2023	3,805.28	589093-H	3/15/2023	10011015 42105 IT	IT - Software Licenses & M/As
		HBS Managed Service- March 2023	462.50	591868-H	3/21/2023	10011015 42030 IT	IT Professional Services
			4,267.78				
16666	Hinckley Springs Water Co	Lab Water Delivery	25.98	6174707032623	3/26/2023	63005082 44061 Sewer	Laboratory Supplies
			25.98				
16667	HR Green	Engineering for Water Distribution System	10,269.50	157341	11/10/2022	63005085 46046 Water CIP	Water
		Time and Materials Work/Projects	2,612.50	160865	3/9/2023	10015051 42050 PW Admin	Engineering Services
			12,882.00				
16668	IL Secretary of State Police	1 License Plate Renewal	151.00	10	3/28/2023	10024041 44017 PD	Maintenance - Vehicles
			151.00				
16669	Illinois City/county Managemen	1 Job Ad Posting	50.00	4351	3/27/2023	10011014 42095 HR	Employee Recruitment
			50.00				
16670	Illinois Switchboard Corp	Timing Relay Replacement for Generator- CH	350.00	57655	3/16/2023	63005081 42011 Utilities	Maintenance - Building/Grounds
			350.00				
16671	Illinois Truck Enforcement Association	Annual Dues	25.00	A9BD5E61-0002	4/5/2023	10024041 42090 PD	Dues And Subscriptions
			25.00				

## List of Bills - April 20, 2023

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
16672	Infosend, Inc.	28 Day Notices/Utility Billing- March 2023	65.50	233323	3/31/2023	63005081 42032 Utilities	Data Processing Service
		28 Day Notices/Utility Billing- March 2023	124.89	233323	3/31/2023	63005081 44002 Utilities	Postage
		28 Day Notices/Utility Billing- March 2023	124.89	233323	3/31/2023	63005082 44002 Sewer	Postage
		28 Day Notices/Utility Billing- March 2023	648.32	233323	3/31/2023	63005081 42032 Utilities	Data Processing Service
		28 Day Notices/Utility Billing- March 2023	1,265.04	233323	3/31/2023	63005081 44002 Utilities	Postage
		28 Day Notices/Utility Billing- March 2023	1,265.05	233323	3/31/2023	63005082 44002 Sewer	Postage
			3,493.69				
16673	IPBC - Intergovernmental Personnel Benefit Coopera	Monthly Insurance Premium- April 2023	49,476.62	04/23	3/31/2023	10011011 42061 Admin	Health Insurance
		Monthly Insurance Premium- April 2023	65.51	04/23	3/31/2023	10012021 42061 CD	Health Insurance
		Monthly Insurance Premium- April 2023	2,626.07	04/23	3/31/2023	10012022 42061	Health Insurance
		Monthly Insurance Premium- April 2023	95.86	04/23	3/31/2023	10012023 42061	Health Insurance
		Monthly Insurance Premium- April 2023	5,823.86	04/23	3/31/2023	10013000 42061 Finance	Health Insurance
		Monthly Insurance Premium- April 2023	8,473.65	04/23	3/31/2023	10024041 42061 PD	Health Insurance
		Monthly Insurance Premium- April 2023	40,623.74	04/23	3/31/2023	10024042 42061	Health Insurance
		Monthly Insurance Premium- April 2023	7,463.67	04/23	3/31/2023	10024043 42061	Health Insurance
		Monthly Insurance Premium- April 2023	3,148.38	04/23	3/31/2023	10024044 42061	Health Insurance
		Monthly Insurance Premium- April 2023	4,927.83	04/23	3/31/2023	10024045 42061	Health Insurance
		Monthly Insurance Premium- April 2023	7,765.76	04/23	3/31/2023	10015051 42061 PW Admin	Health Insurance
		Monthly Insurance Premium- April 2023	17,691.18	04/23	3/31/2023	10035052 42061 Streets	Health Insurance
		Monthly Insurance Premium- April 2023	4,499.75	04/23	3/31/2023	10015053 42061 VGM	Health Insurance
		Monthly Insurance Premium- April 2023	11,891.80	04/23	3/31/2023	63005081 42061 Utilities	Health Insurance
		Monthly Insurance Premium- April 2023	18,894.43	04/23	3/31/2023	63005082 42061 Sewer	Health Insurance
			183,468.11				
16674	iTouch Biometrics, LLC	Extended Maintenance- iTouch Technical Support	1,980.00	5972	3/29/2023	10011015 42105 IT	IT - Software Licenses & M/As
			1,980.00				
16675	JAA Construction	Cash Bond Refund- 20190476	3,705.27	20190476	3/22/2023	10 22003 GF	Builders Cash Bond
			3,705.27				
16676	Joe Giametta	Uniform Allowance Reimbursement	170.00	1	3/7/2023	10024041 44021 PD	Uniforms
			170.00				

## List of Bills - April 20, 2023

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
16677	Joseph Rahe	Home Generator Program Reimbursement- 163 Carey	<u>250.00</u>	1	4/7/2023	10013000 49085 Finance	Generator Grant Program
				<u>250.00</u>			
16678	Kathleen W Bono Csr Ltd	Public Hearing for the Budget 2023-2024	<u>316.00</u>	9124	4/10/2023	10013000 42034 Finance	Professional Services
				<u>316.00</u>			
16679	Kiesler's Police Supply, Inc.	2 Armor Vests	<u>1,864.00</u>	IN209652	3/2/2023	10024041 46466 PD	Police Operating Equipment
				<u>1,864.00</u>			
16680	Kwik-print Inc	100 2023 Bike with the Cops Flyers	<u>94.20</u>	72994	3/20/2023	10024041 42005 PD	Printing
				<u>94.20</u>			
16681	LAI, Ltd	UV Lights- North Plant	<u>10,757.30</u>	23-20180	3/23/2023	63005082 44015 Sewer	Maintenance - Other Equipment
				<u>10,757.30</u>			
16682	Lakeshore Recycling Systems	City Street Sweeping	<u>4,359.98</u>	PS519628	3/31/2023	20035058 42110 RB	Street Sweeping
				<u>4,359.98</u>			
16683	LEAF	6 Copier Systems	<u>112.31</u>	14469372	4/5/2023	10011015 42105 IT	IT - Software Licenses & M/As
				<u>112.31</u>			
16684	Levato Group, Inc.	2 Wood Dale Shirts	<u>102.00</u>	13854	3/9/2023	10011011 49099 Admin	Miscellaneous
				<u>102.00</u>			
16685	M & M Lock & Safe Ltd	Lock and Door Repairs-Finance/City Hall Bathroom	<u>169.00</u>	00004414	3/28/2023	10012025 42011 Bldg Maint	Maintenance - Building/Grounds
				<u>169.00</u>			
16686	Meghan Spiewak	Uniform Allowance Reimbursement	<u>134.97</u>	2	3/19/2023	10024041 44021 PD	Uniforms
				<u>134.97</u>			
16687	Mid-States Organized Crime Info Center	Membership Fees	<u>200.00</u>	0000051-IN	3/28/2023	10024041 42090 PD	Dues And Subscriptions
				<u>200.00</u>			

## List of Bills - April 20, 2023

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
16688	Mike Danzi	Uniform Allowance Reimbursement	34.09	6	4/10/2023	10024041 44021 PD	Uniforms
			<u>34.09</u>				
16689	Nicor Gas	412 Park	213.26	55400900001apr23	3/23/2023	63005081 44052 Utilities	Natural Gas Utilities
		269 Irving-A	4,815.31	21347800001apr23	3/24/2023	63005082 44052 Sewer	Natural Gas Utilities
		269 Irving	213.60	44347800003apr23	3/24/2023	63005082 44052 Sewer	Natural Gas Utilities
		890 Lively	50.81	61032393516apr23	3/24/2023	63005081 44052 Utilities	Natural Gas Utilities
		429 Knollwood	50.81	99560406466apr23	3/24/2023	63005081 44052 Utilities	Natural Gas Utilities
		256 Mittel	50.81	6965363057apr23	3/24/2023	63005082 44052 Sewer	Natural Gas Utilities
		444 Potter	270.82	53400900006apr23	3/23/2023	63005081 44052 Utilities	Natural Gas Utilities
		331 Edgewood	58.42	77616386478apr23	3/27/2023	63005081 44052 Utilities	Natural Gas Utilities
		790 N Central Ave	716.91	68021722167apr23	3/24/2023	10015051 44052 PW Admin	Natural Gas Utilities
		277 Edgebrook	50.02	63335878946apr23	3/24/2023	63005081 44052 Utilities	Natural Gas Utilities
		333 E Irving Park	330.85	68992790375apr23	3/24/2023	10015051 44052 PW Admin	Natural Gas Utilities
		150 Janis	50.02	38546902156apr23	3/24/2023	63005081 44052 Utilities	Natural Gas Utilities
		388 Irving	50.72	46617400000apr23	3/24/2023	63005081 44052 Utilities	Natural Gas Utilities
		Royal Oaks	472.37	28882900005apr23	4/3/2023	20035058 44052 RB	Natural Gas Utilities
		475 Arbor	57.30	03000235840apr23	3/27/2023	63005081 44052 Utilities	Natural Gas Utilities
		387 Preserve	57.30	05465097177apr23	3/27/2023	63005081 44052 Utilities	Natural Gas Utilities
		144 Commercial	631.71	06863454192apr23	3/27/2023	63005081 44052 Utilities	Natural Gas Utilities
		180 Brookhurst	543.78	59430900007apr23	3/27/2023	63005082 44052 Sewer	Natural Gas Utilities
			<u>8,684.82</u>				
16690	NSN Employer Services	Unemployment Claims Management Services	359.29	8976	4/3/2023	10011014 42034 HR	Professional Services
			<u>359.29</u>				
16691	PACE SUBURBAN BUS	City Bus Services	100.00	618489	3/25/2023	22010000 42038 Tourism	Public Transportation
			<u>100.00</u>				
16692	Partek Solutions, Inc	2.5 Boxes of Ticket Envelopes	495.72	27075	4/6/2023	10024041 42005 PD	Printing
			<u>495.72</u>				
16693	The Pin Center	500 New Logo Pins	608.50	0323042	3/7/2023	22040000 49036 Tourism	Community Events
			<u>608.50</u>				



## List of Bills - April 20, 2023

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
16694	R.C. Topsoil Inc	1 Load of Pulverized Dirt	524.21	2200879	4/3/2023	63005081 44013 Utilities	Maintenance - Water Mains
				<u>524.21</u>			
16695	Ray Allen Manufacturing LLC	Deluxe Rubber Mat- K9 Unit	94.99	RINV186681	4/12/2023	23024046 44049 Narcotics	Canine Unit
				<u>94.99</u>			
16696	Ray O'Herron Co Inc	Uniform Allowance	216.00	2258920	3/20/2023	10024041 44021 PD	Uniforms
		Uniform Allowance	169.99	2258923	3/20/2023	10024041 44021 PD	Uniforms
		Uniform Allowance	229.97	2261507	3/31/2023	10024041 44021 PD	Uniforms
		Uniform Allowance	278.97	2261789	4/3/2023	10024041 44021 PD	Uniforms
		Uniform Allowance	169.99	2261764	4/3/2023	10024041 44021 PD	Uniforms
		Uniform Allowance	348.91	2262442	4/5/2023	10024041 44021 PD	Uniforms
		Uniform Allowance	78.97	2261935	4/4/2023	10024041 44021 PD	Uniforms
				<u>1,492.80</u>			
16697	Robinson Engineering, Ltd	Pretreatment Program	8,143.25	23030204	3/20/2023	63005082 42059 Sewer	Industrial Pretreatment
		WWTP to North Pumping	2,964.75	23030206	3/20/2023	10015051 42050 PW Admin	Engineering Services
		Pretreatment Program	8,872.25	22120513	12/29/2022	63005082 42059 Sewer	Industrial Pretreatment
				<u>19,980.25</u>			
16698	Suburban Laboratories Inc	Wastewater Water Lab Testing	225.00	211024	2/17/2023	63005081 42033 Utilities	Laboratory Services
		Wastewater Water Lab Testing	600.00	210033	1/28/2023	63005081 42033 Utilities	Laboratory Services
		Wastewater Water Lab Testing	1,070.00	209195	11/30/2022	63005081 42033 Utilities	Laboratory Services
		Wastewater Water Lab Testing	3,294.17	212848	3/31/2023	63005082 42033 Sewer	Laboratory Services
				<u>5,189.17</u>			
16699	Toscas Law Group	Traffic Control Railroad Violations- 3/17/23	175.00	031723	3/20/2023	10024041 42034 PD	Professional Services
		Railroad Crossing Violations- 03/28/23	500.00	0328232	3/29/2023	10024041 42034 PD	Professional Services
		Tow/Seizure Violations- 03/28/23	675.00	0328233	3/29/2023	10024041 42034 PD	Professional Services
		Traffic Control Railroad Violations-03/24/23	175.00	032423	3/27/2023	10024041 42034 PD	Professional Services
		Tow/Seizure Violations- 02/28/23	675.00	022823	3/1/2023	10024041 42034 PD	Professional Services
		Railroad Crossing Violations- 02/28/23	500.00	0228231	3/1/2023	10024041 42034 PD	Professional Services
				<u>2,700.00</u>			
16700	TransUnion Risk	Person Searches- March 2023	86.40	427957-202303-1	4/1/2023	10024041 44039 PD	Detective's Expense
				<u>86.40</u>			

## List of Bills - April 20, 2023

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
16701	Tyler Technologies	ERP Implementation	1,304.00	045-399307	11/9/2022	50010000 46056 CIP	Strategic Plan
			<u>1,304.00</u>				
16702	USD LLC	Demolition of Bank-372 Wood Dale Rd	66,000.00	3784IL-1	3/31/2023	25 42034 TIF 2	Professional Services
			<u>66,000.00</u>				
16703	Villa Park Office Equipment	New Filing Cabinet- Finance	248.50	77103	3/31/2023	10012025 44011 Bldg Maint	Maintenance - Building/Grounds
		New Desk Part- Finance	174.00	77104	3/31/2023	10012025 44011 Bldg Maint	Maintenance - Building/Grounds
			<u>422.50</u>				
16704	Vortex Technologies, Inc	Digital Transit Time Flow Transmitter	4,273.51	6738	3/23/2023	63005082 42015 Sewer	Maintenance - Other Equipment
			<u>4,273.51</u>				
16705	Water Well Solutions Illinois, LLC	Well No.6 Inspection	8,170.00	IL23-03-114	3/17/2023	63005081 42021 Utilities	Maintenance Equipment Distribu
			<u>8,170.00</u>				
16706	Williams Associates Architects, LTD	New Public Works Facility	14,022.24	0021598	3/17/2023	50010000 46036 CIP	PW Building Improvements
			<u>14,022.24</u>				
16707	Wood Dale MHP	Cash Bond Refund- DEMO-2022-0011	5,000.00	00004139	3/21/2023	10 22003 GF	Builders Cash Bond
			<u>5,000.00</u>				
	<b>Grand Total</b>		<u><u>1,521,795.68</u></u>				
	<b>Total number of checks - 70</b>						

# **EXECUTIVE SESSION**

April 20, 2023 --- *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))