



CITY OF WOOD DALE

PUBLIC NOTICE

IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL WILL CONTINUE ITS REGULAR STANDING COMMITTEE MEETINGS AT 7:30 P.M. ON THURSDAY, AUGUST 8, 2024 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 NORTH WOOD DALE ROAD, WOOD DALE, ILLINOIS, FOR THE PURPOSES SET FORTH IN THE FOLLOWING AGENDAS:

STANDING COMMITTEES OF THE CITY OF WOOD DALE, ILLINOIS AUGUST 8, 2024

I. PLANNING, ZONING & BUILDING COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. June 13, 2024 Planning, Zoning & Building Committee Minutes
- D. Report and Recommendation
 - i. Approval to Draft a Facade Improvement Grant Agreement with Shorty's Restaurant (Sperxios Inc.), for Site and Facade Improvements at 123 W Irving Park Road in an Amount Not to Exceed \$7,773.75
 - ii. Multiple Text Amendments to the Unified Development Ordinance (Chapter 17) and the Sign Code (Chapter 13)
- E. Items to be Considered at Future Meetings
 - i. Bryn Mawr Remaining Seven Homes (Annexation, Rezoning, Revised Resubdivision and Vacation of Streets) – September 12
 - ii. Building Code Amendments RFP – TBD
- F. Adjournment

II. PUBLIC WORKS COMMITTEE

- A. Call to Order
- B. Roll Call

C. Approval of Minutes of Meeting

- i. July 11, 2024 Public Works Committee Minutes

D. Report and Recommendation

- i. Approval of a Proposal from Landmark Sign Group for the Purchase and Installation of a City Entryway Sign to be Located on S Thorndale Avenue at the IL-390 Eastbound Exit Ramp
- ii. An Ordinance Amending the Code of Ordinances of the City of Wood Dale Chapter 3, Article VII to Combine the Wood Dale for a Greener Tomorrow Commission and the Stormwater Management Committee into a New Environmental and Sustainability Committee and Amending Chapter 3, Article I Section 3.106(B) to Remove References to Wood Dale for a Greener Tomorrow Commission and the Stormwater Management Committee
- iii. Approval of the FY 2025 Streetlight Installation Program

E. Items to be Considered at Future Meetings

- i. Skunk Program Modifications – September 5
- ii. Pump Station Piping Replacement/Painting – September 26
- iii. Dominion Street Signs – October 10
- iv. Addison Road Watermain – Fall
- v. Elizabeth Drive Bridge Phase II Engineering – Fall
- vi. Tree Ordinance Amendments – Fall

F. Adjournment

POSTED IN CITY HALL ON AUGUST 2, 2024 AT 4:00 PM
LYNN CURIALE, CITY CLERK
BY: CITY CLERK'S OFFICE



June 13, 2024

PLANNING, ZONING & BUILDING COMMITTEE MINUTES

Committee Date: June 13, 2024
Present: Alderman Art Woods, Alderman Curiale, Alderman Messina,
Alderman Jakab, Alderman Ames, Alderman Artie Woods,
Alderman Catalano
Absent: Alderman Susmarski
Also Present: Mayor Pulice, City Manager Mermuys, Director Springer,
Director Lange, Officer McGlynn, Treasurer Porch
Meeting Convened at: 07:30 pm

APPROVAL OF MINUTES:

Ald. Art Woods made a motion, seconded by Ald. Artie Woods, to approve the minutes of the May 9, 2024, meeting as presented. A voice vote was taken, with all members voting aye.

REPORT & RECOMMENDATION

- i. LOT CONSOLIDATION FOR 140 EDGEBROOK ROAD
- ii. COMMUNITY PARK REQUEST FOR PROPOSALS
- iii. VOLUNTARY ANNEXATION, LOT CONSOLIDATION, SPECIAL USE FOR PLAYGROUND AND ZONING VARIATIONS FOR A NEW PARK FOR THE WOOD DALE PARK DISTRICT TO BE LOCATED AT 111 E FOSTER AVENUE

DISCUSSION:

Director Springer attempted to start her presentation when there was a technical problem. While waiting for it to be resolved Alderman Art Woods put the motion forward, and a voice vote was taken.

Alderman Susmarski arrived at 07:32 pm

VOTE:

Ald. Art Woods made a motion, seconded by Ald Catalano, to Approve the Lot Consolidation for 140 Edgebrook Road. Upon a voice vote, the motion was carried unanimously.

DISCUSSION:

Director Springer began her presentation on the Community Park proposals by showing a slide to demonstrate the area that the proposal covers, and all this property is now owned by the City. She continued by stating that back in 2013 the city had a vision plan and prepared and created ideas for a Town Center Park where residents and visitors could congregate for special events, recreations, celebrations. The plan at the time was proposed to include a fully enclosed pavilion, a public garden, and adventure playground, a country barn and home, and trails. This original plan was intended to be a general framework for when the city wanted to move forward with future landscape and architecture design criteria. Since then, 11 years has passed and since then we have acquired additional property in the area and it is all vacant and ready to go, so we think that this is a good time to go ahead with the implementation of planning for the area, and reevaluate the original planning. She then reviewed the recommended park elements and what priority the Street Scape committee had given them rating them from High to low.

Director Springer then went over what they were looking for to go forward. At this time, they are looking for a minimum of 3 architectural conceptual site plans, to evaluate the current situation, and look at what priorities were set forth by the Street Scape Committee. Alderman Susmarski then asked if we had reached out to any entity, such as Wintrust to put their name on a pavilion like that to help offset the cost of the project? Director Springer stated that when we get to the budget part of the presentation there is a requirement for them to evaluate funding sources. Alderman Art Woods asked if we are asking these firms to put together these proposals for nothing? Director Springer stated that they would have to go, and fact find and make an assessment, and then they would then give a list of what they think might be included. They would then give us a proposal of how they would accomplish it, a time frame in which to accomplish it, and how much the project would cost, and they would provide a work plan and schedule. She concluded that the budget could be accommodated according to the Finance Director. So far, the RFP budgeting for the Community Park looks to allocate \$25,000 that is the current budget, \$10,000 for a topographic survey, and a master site plan that could total approximately \$75,000.

VOTE:

Ald. Art Woods made a motion, seconded by Ald Susmarski, for the Approval of Community Park Request for Proposals. Upon a voice vote, the motion was carried unanimously. It was then requested that there be a roll call on the item due to the monetary amount that was attached. A Roll Call was then taken, with the following results:



June 13, 2024

Ayes: Alderman Art Woods, Alderman Curiale, Alderman Messina, Alderman Jakab, Alderman Susmarski, Alderman Ames, Alderman Artie Woods, Alderman Catalano

Nays: None

Abstained: None

Motion: Passed

DISCUSSION:

Director Springer began by stating that this proposal is being brought forward by the Wood Dale Park District and is being represented by their Director John Marquardt. She then began the presentation by showing the council the area that would be affected next to the current established facility at 111 E Foster Avenue. They are annexation, and a variation to the fence height. Alderman Ames asked Director Marquardt about that she had spoken to a resident on the northeast part of the project, regarding the privacy of their yard, and she would like to know if that has been addressed. Director Marquardt stated that they have shifted some of the tree plantings in the plans to address the issue. Alderman Jakab asked if the old tennis courts were closed because they were not really being used anymore? Director Marquardt stated that they were closed because of Covid, and they were never re-opened. Alderman Art Woods said that he thought that the damage to the courts was substantial due to the lack of use, so he thinks that the multi-court is kind of the answer to that. Director Marquardt also stated that the current tennis court is on uneven land, and in order to stabilize it- it would take several hundreds of thousands of dollars.

VOTE:

Ald. Art Woods made a motion, seconded by Ald. Susmarski, to Approve the Voluntary Annexation, Lot Consolidation, Special Use for Playground and Zoning Variations for a New Park for the Wood Dale Park District to be Located at 111 E Foster. A roll call vote was taken, with the following results:

Ayes: Alderman Art Woods, Alderman Curiale, Alderman Messina, Alderman Jakab, Alderman Susmarski, Alderman Ames, Alderman Artie Woods, Alderman Catalano

Nays: None

Abstained: None

Motion: Passed



ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- i. Shorty's Façade Improvement Grant Agreement – July 11

ADJOURNMENT:

Ald. Catalano made a motion, seconded by Ald. Artie Woods, to adjourn the meeting at 07:55 p.m. Upon a voice vote, the motion carried unanimously.

Minutes taken by Julie Szabo



REQUEST FOR COMMITTEE ACTION

Referred to Committee: August 8, 2024
Subject: Façade Improvement Grant Application – Shorty’s
Staff Contact: Staci Springer, Community Development Director
Department: Community Development

TITLE: Approval to Draft a Façade Improvement Grant Agreement with Shorty’s Restaurant (Sperxios Inc.), for Site and Façade Improvements at 123 W Irving Park Road in an Amount Not to Exceed \$7,773.75.

RECOMMENDATION:

Staff concurs with the Streetscape and Economic Enhancement Committee's (SEEC) recommendation to approve a Façade Improvement Grant in the amount of \$7,773.75 for improvements at Shorty’s, 123 W Irving Park Road.

ANALYSIS:

The Streetscape and Economic Enhancement Committee (SEEC) concurred with the Staff score of 12 / 20 possible points per the Façade Improvement Policy and recommended 37.5% reimbursement for site and facade improvements.

The proposed facade improvements include painting the exterior roofline trim of the building and painting the existing railing around an open-air dining area. The proposed site improvements include painting the existing sign, planting arborvitae evergreens along the rear property line, and constructing a two-tiered masonry planter box fronting Irving Park Road.

The Streetscape Committee met twice in 2024 to consider the petition. Originally, the applicant requested only to paint the building façade, paint the sign, and install landscaping in the rear. However, an opportunity was identified at the first meeting to provide additional landscaping to further beautify the Town Center Business district. Therefore, the scope of work was revised to incorporate masonry planter boxes with perennials and lighting which increased the quality of the project.

The total low-bid cost of construction is estimated to be \$20,730. Staff recommended, from the policy scoring criteria, that the applicant met the 37.5% threshold of the total estimated amount, which totaled \$7,773.75. The FY25 budgeted amount for the Façade Improvement Grant Program is \$150,000.00. To date, no funds have been accessed during this fiscal year and this would be the first façade grant improvement application. This would leave 94.8% or \$142,226.25 of the already budgeted amount of \$150,000.00, for future façade grant improvement application requests.

STRATEGIC PLAN ITEM:

- Yes
- No

Strategic Priority: Economic Development

1. Continue to promote the Façade Improvement Grant as well as any external grant opportunities

Strategic Priority: Economic Development

6. Continue to focus on residential, commercial, and City Center development

DOCUMENTS ATTACHED

- ✓ Streetscape Staff Memorandum dated May 6, 2024 with exhibits
- ✓ Streetscape Staff Memorandum dated July 22, 2024 with exhibits
- ✓ Streetscape Approved Minutes – May 6, 2024

CITY OF WOOD DALE

Community Development



MEMO

DATE: May 6, 2024

TO: Streetscape & Economic Enhancement Committee

FROM: Andrew Koteris, Planner

SUBJECT: Façade Improvement Grant for Shorty's (123 W Irving Park Rd.)

OVERVIEW

A Façade Improvement Grant application has been submitted to request reimbursement of exterior improvement expenses for the commercial property at 123 W Irving Park Road. The proposed improvements include painting the exterior of the building, painting an existing sign, and installing additional landscaping.

Required Documents & Submittals

The following items were submitted with the application and are attached to this memo:

Exhibit A: Completed Façade Improvement Program application

Exhibit B: Proof of ownership or lease

Exhibit C: Detailed contractor cost estimates:

1. Painters USA (Painting)
2. Five Star Painting (Painting)
3. Lyndon's Remodeling (Painting & Landscaping)
4. Planted Landscaping (Landscaping)
5. Platt Hill (Landscaping)

Exhibit D: Illustrations of proposed improvements

Exhibit E: Plat of survey

Exhibit F: Proof of ownership

ANALYSIS

The subject property is located along Irving Park Road adjacent to the City Clocktower and is zoned TCB: Town Center Business. The applicant is the proprietor of Shorty's, a drive-in style quick-service restaurant serving American fare. The subject property was recently purchased by the current owner with the intention of enhancing the visual appearance and visibility from Irving Park and Wood Dale roads.

Background

The building was originally constructed in 1968 and purchased by the current owner in 2024. Per the current Façade Improvement Program Policy, properties may be eligible for a grant award of up to 50% of the total improvement cost, or a maximum of \$200,000 whichever is less. The improvements shall be maintained in their finished form, except as may be approved by the City Council, for a period of 3 years from completion. The Streetscape Committee recently recommended changes to the Façade Improvement Policy which were approved by the City Council. The revised 2024 policy shall apply to this application.



Subject Property Existing Conditions

Proposed Façade and Site Improvements

The applicant received three quotes for each of the proposed site improvements; painting of the building exterior / sign and installation of arborvitae plantings along the rear property line (see Exhibit C). The total project cost exceeds the minimum construction value of \$5,000 and is eligible for reimbursement.

Per the Façade Improvement Program Policy, improvements eligible for reimbursement shall focus on the street-facing façade and/or areas visible from the public right-of-way. Because the proposed painting of the façade and sign, as well as the evergreen plantings, are visible from Irving Park Road, they are aligned with the spirit and intent of the policy.

The applicant would prefer to paint the trim of the building yellow as seen in the attached illustrations (Exhibit D). However, should the Streetscape Committee feel strongly in favor of another color that better compliments the exiting colors, materials of the building, or design guidelines of the City, the applicant has indicated a willingness to consider other suggestions. According to the City's Design Guidelines, commercial properties should use different building materials that do not clash in color or finish and a logical and attractive family (palate) of colors should be applied. A reddish color would complement the existing

red brick on the structure. The following tables summarize the 6 cost estimates provided by the applicant. Note that the maximum grant award is typically based upon the lowest cost estimate received. The total Lowest Bid Cost Estimate is **\$16,580**.

Cost Comparison: Painting			
	Painters USA	Five Star Painting	Lyndon's Remodeling
Façade & Sign	\$16,482.00	\$16,937.19	\$15,000.00
Est. Permit Fee:	\$300.00	\$300.00	\$300.00
Total:	\$16,782.00	\$17,237.19	\$15,300.00

Lowest Bid

Cost Comparison: Landscaping			
	Planted Landscaping	Platt Hill	Lyndon's Remodeling
Façade & Sign	\$2,698.00	\$1,280.00	\$1,850.00
Est. Permit Fee:	\$0.00	\$0.00	\$0.00
Total:	\$2,698.00	\$1,280.00	\$1,850.00

Lowest Bid

Staff Scoring (Painting + Arborvitaes Only)

Criteria	Points
Visual Impact	
<i>Improved curb appeal</i> The curb appeal of the property is being improved by repainting the façade which has faded over time	3
<i>Improved pedestrian experience</i> The proposed project will not change the architectural details of the building.	0
<i>Significant visual improvements</i> The proposed façade improvements will not add additional entry features, windows, or doors. The massing and scale of the façade will not be changed.	0
Financial Impact	
The proposed improvements are limited to the façade improvement renovation eligible for grant funding. The applicant is not leveraging more private investment than required to obtain grant funding.	1
The proposed project is part of a larger project that improves both the façade and site. Additional landscaping is being installed along the rear property line which is visible from Irving Park Road.	3
Property Use	
Restaurant & Entertainment	3
Points Total:	10

When asked to submit a façade improvement scoring sheet, the applicant scored their application at 10. Staff are in agreement with this assessment. Projects scoring between 6-10 points are eligible for 25.0% reimbursement.

Additional Landscaping

City staff believe there may be an opportunity to provide additional landscaping between the front of the building and Irving Park Road right-of-way. The purpose of the façade improvement policy is to beautify street-facing areas of businesses along the City's primary commercial corridors. Staff contacted the applicant to suggest three (3) alternatives for adding more landscaping around the building, however he has not indicated an interest in pursuing planters at this time. The following alternatives were presented.

1. Purchase multiple rectangular planters and place on existing concrete surface / step between the front railing and sidewalk. Plantings could include decorative grasses, flowers, or other greenery.
2. Purchase round planters and place on existing asphalt surface between striped parking spaces and public sidewalk.
3. Completely remove the concrete area between the front railing and public sidewalk. Replace with sod, flowers, shrubs, and edging to define and protect the space.

Several freestanding planter products have been identified that may fit within the existing concrete / asphalt open space between the building / railing and outside edge of the public sidewalk. The Streetscape Committee may wish to consider discussing the additional landscaping with the petitioner. If planters are provided, staff believe the project would score 12 points, placing the entire project in a higher reimbursement tier of 37.5%.

Staff Scoring (Painting, Arborvitaes, and Planters)

Criteria	Points
Visual Impact	
<i>Improved curb appeal</i> The curb appeal of the property is being improved by repainting the façade which has faded over time	3
<i>Improved pedestrian experience</i> The proposed project will not change the architectural details of the building.	0
<i>Significant visual improvements</i> The addition of planters would represent a significant visual improvement	2
Financial Impact	
The proposed improvements are limited to the façade improvement renovation eligible for grant funding. The applicant is not leveraging more private investment than required to obtain grant funding.	1
The proposed work is part of a larger project that improves the façade and site. Landscaping in the front and rear will be visible from the public Right-of-Way.	3
Property Use	
Restaurant & Entertainment	3
Points Total:	12

Available Planter Products



Miami Rectangular Planter

- 24" L x 12" W x 18" H (Other sizes available)
- \$395.27 ea.



Ecopots Paris Rectangle Planter

- 32" L x 15" W x 15.75" H
- \$179.00



Lechuza Trio Cottage Wicker Planter Box

- 39" L x 13" W x 13" H (Other sizes available)
- \$128.00 ea.



Real Wood Products Brown Wood Rustic Barrel

- 26" W x 17.5" H
- \$54.98



American Essence Spokane Cylinder Planter

- 27" W x 21.5" H (Other sizes available)
- \$149.00



Crescent Garden Delano Round Planter

- 26" D x 13" H (Other sizes available)
- \$159.00

RECOMMENDATION

Staff recommend entering into a grant reimbursement agreement with the applicant in an amount not to exceed twenty five percent (25%) of eligible costs. Based on the lowest cost estimates provided by the applicant for each improvement, the total reimbursement value shall not exceed four thousand one-hundred forty-five dollars \$4,145 (25% of \$16,580). Staff's recommendation is based upon the eligibility of the project and total project score which totaled to 10 points. Alternatively, should the applicant be willing to install planters, staff recommend entering into a grant reimbursement agreement with the applicant in an amount not to exceed thirty-seven- and one-half percent (37.5%) of all eligible costs. In both scenarios, the project exceeds the \$10,000 minimum cost requirement, the property is more than 30 years old, and the proposed improvements fall the under eligible expense categories of Façade Improvement and Landscaping.



MEMO

DATE: July 22, 2024
TO: Streetscape & Economic Enhancement Committee
FROM: Andrew Koteris, Planner
SUBJECT: Façade Improvement Grant for Shorty's - 123 W Irving Park Rd. (Continued)

OVERVIEW

At the prior meeting, the Streetscape Committee considered a façade improvement grant application from Bobby Korlonkos, owner of Shorty's restaurant (123 W Irving Park Road). The proposed improvements consisted of painting the exterior of the building, painting the sign, and installation of evergreen plantings along the rear property line. The full May 6, 2024 staff memo is attached for reference (Exhibit A).

Previously, staff recommended approval of the façade reimbursement request at a rate of 25% of the total \$16,580 project cost, in an amount not exceed four thousand one-hundred forty-five dollars \$4,145. However, it was also suggested that there may be an opportunity to provide additional landscaping between the front of the building and Irving Park Road right-of-way which would help the project score more favorably.

The Streetscape Committee and applicant discussed the possibility of revising the scope of work to include greenspace or planter boxes in this location. The property owner was receptive to this idea and agreed to postpone consideration of the entire petition until additional quotes could be obtained for the landscaping. The master list of submittal documents below includes previously submitted items, as well as new materials for consideration.

Required Documents & Submittals

The following items are attached to this memo:

- Exhibit A:** Staff Memo_123 W Irving Park Rd_Shorty's_050624
- Exhibit B:** Completed Façade Improvement Program application
- Exhibit C:** Proof of ownership or lease
- Exhibit D:** Detailed contractor cost estimates:
 1. Painters USA (Painting)
 2. Five Start Painting (Painting)
 3. Lyndon's Remodeling (Painting & Evergreen Plantings)

4. Planted Landscaping (Evergreen Plantings)
5. Platt Hill (Evergreen Plantings)
6. DG Stone & Landscaping Designs (Planter Box)
7. Lyndon's Remodeling (Planter Box)

Exhibit E: Illustrations of proposed improvements

Exhibit F: Plat of survey

Exhibit G: Proof of ownership

ANALYSIS

Proposed Façade and Site Improvements

The applicant has obtained and submitted the necessary quotes for each of the proposed site improvements. The revised total project cost continues to exceed the minimum construction value of \$5,000 and is eligible for reimbursement. Per the Façade Improvement Program Policy, improvements eligible for reimbursement shall focus on the street-facing façade and/or areas visible from the public right-of-way. Because the proposed improvements are visible from Irving Park Road, they are aligned with the spirit and intent of the policy. While the applicant is free to utilize whichever contractor he wishes, the maximum grant award is based upon the lowest cost estimate received. The revised total Lowest Bid Cost Estimate is **\$20,730**.

Cost Comparison: Exterior Painting			
	Painters USA	Five Star Painting	Lyndon's Remodeling
Façade & Sign	\$16,482.00	\$16,937.19	\$15,000.00
Est. Permit Fee:	\$300.00	\$300.00	\$300.00
Total:	\$16,782.00	\$17,237.19	\$15,300.00

Lowest Bid

Cost Comparison: Evergreens			
	Planted Landscaping	Platt Hill	Lyndon's Remodeling
Façade & Sign	\$2,698.00	\$1,280.00	\$1,850.00
Est. Permit Fee:	\$0.00	\$0.00	\$0.00
Total:	\$2,698.00	\$1,280.00	\$1,850.00

Lowest Bid

Cost Comparison: Planter Box		
	DG Stone Landscaping	Lyndon's Remodeling
Retaining Wall / Planter Box	\$3,800.00	\$3,250.00
Shrubs / Flowers	\$380.00	\$750.00
Est. Permit Fee:	\$150.00	\$150.00
Total:	\$4,330.00	\$4,150.00

Lowest Bid

Proposed Planter Box



Staff Scoring (Painting, Evergreens, and Planter Box)

Criteria	Points
Visual Impact	
<i>Improved curb appeal</i> The curb appeal of the property is being improved by repainting the façade which has faded over time	3
<i>Improved pedestrian experience</i> The proposed project will not change the architectural details of the building.	0
<i>Significant visual improvements</i> The addition of planters would represent a significant visual improvement	2
Financial Impact	
The proposed improvements are limited to the façade improvement renovation eligible for grant funding. The applicant is not leveraging more private investment than required to obtain grant funding.	1
The proposed work is part of a larger project that improves the façade and site. Landscaping in the front and rear will be visible from the public Right-of-Way.	3
Property Use	
Restaurant & Entertainment	3
Points Total:	12

Scoring Matrix

Project funding recommendations will be based on the total points accumulated as follows:	
Maximum Grant Award*	Point Total
12.5%	1-5
25.0%	6-10
37.5%	11-15
50.0%	16-20
*Maximum grant award is based on <u>eligible</u> project costs, up to \$200,000.	

RECOMMENDATION

Staff recommend entering into a grant reimbursement agreement with the applicant in an amount not to exceed thirty-seven and one-half percent (37.5%) of eligible costs. Based on the lowest cost estimates provided by the applicant for each improvement, the total reimbursement value shall not exceed seven thousand seven-hundred seventy-three dollars and seventy-five cents (\$7,773.75). Staff's recommendation is based upon the eligibility of the project and total project score which totaled to 12 points. The project exceeds the \$5,000 minimum cost requirement, the property is more than 30 years old, and the proposed improvements fall the under eligible expense categories of Façade Improvement and Landscaping.

STREETSCAPE & ECONOMIC ENHANCEMENT COMMITTEE MINUTES

Committee Date: Monday, May 6, 2024
Present: Vice-Chair Ald. Michael Curiale, Mike Melone, Steve Mikos,
Shashwat Baxi
Absent: Chairperson Ald. Peter Jakab, Paula Masilotti, Nick Luciana
Also Present: Andy Koterias, Planner, Gosia Pociecha, Senior Planner
Meeting Convened at: 6:30 PM

CALL TO ORDER

Vice-Chairperson Ald. Curiale called the meeting to order at 6:30 pm. Roll call was taken and a quorum was present.

BUSINESS ITEMS

A. Approval Of the Minutes

Ald. Curiale motioned to approve the minutes of the April 1, 2024 meeting with corrections, seconded by Mr. Melone. The minutes were unanimously approved via voice vote.

REPORT AND RECOMMENDATION

B. Façade Improvement Grant Application - 123 W Irving Park Rd (Shorty's)

The property owner of Shorty's restaurant located at 123 W Irving Park Road was in attendance. He started the meeting presentation by showing a photograph of the existing pole sign and a parkway tree that blocks much of the visibility. It was mentioned by SEEC members that pole signs are no longer permitted. It was suggested that the sign be replaced with a monument sign. The property owner mentioned that he will consider it in the future but is not able to construct a monument sign at this time.

Planner Koterias presented an overview of the application and an outline of the façade improvement policy changes that were recently approved. There was a discussion on the proposed color. The business owner explained that he proposed to use yellow to increase visibility, but he is open to red/burgundy color. Planner Koterias listed the design guidelines from the UDO which recommend using colors that complement the

existing building. The business owner clarified that the existing pole sign will be painted. Also discussed was the evergreens screen to be planted along the rear property line. The greenery will help to screen the railroad tracks and provide some noise barrier.

Trimming of the tree was suggested, however, it is not recommended since it would be done to increase visibility to a nonconforming sign. Planner Koteras covered the scoring of the application, which was 10 and matched the score that the applicant scored himself. A score of 10 makes the project eligible for 25% reimbursement of the project cost. Planner Koteras discussed the front landscaping that is being proposed by staff. These could include installation of planters in front of the building, and various examples were presented. Inclusion of the planters would allow the application to score higher, increasing the reimbursement to 37.5%.

The property owner will look into getting quotes for installation of landscaping in the front and will submit a revised scope of work. SEEC is open to holding a special call meeting to expedite review of the modified application.

OTHER BUSINESS

C. Future Projects Discussion

Planner Koteras displayed the future projects master list to discuss potential future projects. Mr. Melone mentioned street trees in the parkway. Staff will check with PD on who maintains them. Adding a medallion at Veteran's Park for Space or First Responders. Can medallion fit on the post? Mr. Melone suggested the city hire consultants to help businesses design their proposals.

ADJOURNMENT

A motion to adjourn was made by Ald. Curiale and seconded by Mr. Mikos; it carried unanimously by voice vote. The meeting adjourned at 7:40 pm.

Minutes taken by Gosia Pociecha



REQUEST FOR COMMITTEE ACTION

Referred to Committee: August 8, 2024
Subject: Text Amendments (Chapters 13 & 17)
Staff Contact: Staci Springer, Community Development Director
Department: Community Development

TITLE: Multiple Text Amendments to the Unified Development Ordinance (Chapter 17) and the Sign Code (Chapter 13)

RECOMMENDATION:

Staff concurs with the Community Development Commission's unanimous recommendation (4 to 0) to approve the requested text amendments to the Unified Development Ordinance (Chapter 17) and the Sign Code (Chapter 13).

BACKGROUND:

Multiple text amendments to the Unified Development Ordinance (UDO), Chapter 17 of the Municipal Code and to the Sign Code, Chapter 13 are being proposed. The purpose of the text amendments is to clarify certain definitions and regulations including but not limited to regulations related to accessory structures, landscaping, parking, zoning applications, public improvements; to correct discrepancies and typos within the text; and add regulations pertaining to electric vehicle charging.

ANALYSIS:

Below is a summary list of the proposed amendments:

1. Authorize variations to tree replacement requirements
2. Clarify that Special Uses shall be tied to the property, not property owner
3. Clarify that public sidewalks are required for new developments
4. Exclude flatwork from accessory structure setback regulations
5. Clarify that above ground pools are excluded from lot coverage calculation
6. Correct the lot width references to match the definition
7. Add Electric Vehicle charging regulations
8. Clarify that parking is permitted only in striped spaces

9. Eliminate vehicular use area landscape requirements
10. Clarify that street trees are required for new developments
11. Correct driveway intersection setback graphic
12. Correct driveway street transition graphic
13. Eliminate driveway width graphic
14. Correct scriveners' errors

Each of the proposed amendments is described in the attached CDC memo. Also attached are the redline version, followed by a clean text version of the proposed code sections.

Comprehensive Plan and UDO

The proposed text will advance the goals of the Comprehensive Plan, such as “building community capacity” and “keeping Wood Dale diverse” by proposing amendments intended to manage development to create a balanced mix of land uses. Further, the clarified regulations are intended to aid the City in enforcement of the regulations. Although there is no requirement to adopt findings of fact, the proposed text amendment is consistent with the Comprehensive Plan and is in keeping with the purpose and intent of the UDO.

STRATEGIC PLAN ITEM:

Yes

No

DOCUMENTS ATTACHED

- ✓ CDC Staff Memo and Exhibits – CDC-2024-0005
- ✓ Text Amendments – Redline
- ✓ Text Amendments – Clean copy
- ✓ CDC Draft Minutes – July 15, 2024

CITY OF WOOD DALE

Community Development



MEMO

DATE: July 15, 2024

TO: Community Development Commission

FROM: Gosia Pociecha, AICP, Senior Planner and Andy Koterak, Planner

SUBJECT: Case No. CDC-2024-0005, Multiple Text Amendments to the Unified Development Ordinance (Chapter 17) and the Sign Code (Chapter 13)

OVERVIEW

Multiple text amendments to the Unified Development Ordinance (UDO), Chapter 17 of the Municipal Code and to the Sign Code, Chapter 13 are being proposed. The purpose of the text amendments is to clarify certain definitions and regulations including but not limited to regulations related to accessory structures, landscaping, parking, zoning applications, public improvements; to correct discrepancies and typos within the text; and add regulations pertaining to electric vehicle charging.

ANALYSIS

Below is a summary list of the proposed amendments, followed by the proposed amended UDO excerpts on the following pages.

1. Authorize variations to tree replacement requirements
2. Clarify that Special Uses shall be tied to the property, not property owner
3. Clarify that public sidewalks are required for new developments
4. Exclude flatwork from accessory structure setback regulations
5. Clarify that above ground pools are excluded from lot coverage calculation
6. Correct the lot width references to match the definition
7. Add Electric Vehicle charging regulations
8. Clarify that parking is permitted only in striped spaces
9. Eliminate vehicular use area landscape requirements
10. Clarify that street trees are required for new developments
11. Correct driveway intersection setback graphic
12. Correct driveway street transition graphic
13. Eliminate driveway width graphic
14. Correct scrivener's errors

NOTE:

blue – new text
red – deleted text
black – existing text

Authorize Variations to Tree Removal Requirements

The UDO currently prohibits applicants from seeking zoning variations from regulations relating to any landscaping or tree removal requirements. The applicant can seek an administrative variation for 25% reduction of the tree replacement requirements and/or may pay a fee in-lieu for each replacement tree. However, on some large developments often the number of the code required replacement trees results in an excessive number of trees that cannot be accommodated on site. This could create a unique situation that could make some sites cost prohibitive to develop. Staff is planning to review the tree replacement regulations in more depth in the future, however, in the meantime, to avoid hindering of any developments, we are proposing to expand the list of authorized variations to allow applicants the ability to seek zoning relief which would be subject to the same CDC public hearing requirements as other types of petitions.

[Sec. 17.204.C.5]

"5. Authorized Variations.

a. Permitted Variations. Subject to the prohibitions set forth in Section 17.204.C.5.b. below, and subject to the other provisions of this Section, the Community Development Commission may only consider and recommend the following variations:

- (1) To vary the applicable lot area, lot width, and lot depth requirements, subject to the following limitations:

 - (A) The minimum lot width and lot depth requirements shall not be reduced more than fifty percent (50%).*
 - (B) The minimum lot area for a single-family or two-family dwelling shall not be reduced more than forty-five percent (45%).*
 - (C) The minimum lot area per dwelling unit required for multiple-family dwellings shall not be reduced so as to permit more dwelling units than would be permitted by strict application of minimum lot area requirements.**
- (2) To vary applicable bulk regulations, including maximum height, lot coverage, and floor area ratio and minimum yard requirements.*
- (3) To vary applicable off street parking and off street loading requirements.*
- (4) To vary regulations relating to restoration of damaged or destroyed nonconforming structures.*
- (5) To vary the regulations relating to signs.*
- (6) To vary the regulations relating to fences.*
- (7) To vary the regulations relating to tree removal and replacement."*

Special Use Limitations

The Special Use regulations in the current UDO include a limitation that the Special Use approval be for the benefit of the owner or operator of the parcel. Staff are suggesting that this provision be amended to state that the Special Use approval be related to the lot itself. This is how the regulations were applied in the UDO prior to the 2022 rewrite. Under the current regulations, if the property is sold, the new property owners would

have to go through a complete public hearing process to reestablish the Special Use, even if they plan to continue the same use that was previously approved. This amendment will allow the Special Use to continue, even if the property changes ownership. Any subsequent owners could need to operate the use in conformance with the terms of the existing special use for it to continue.

[Sec. 17.205.B]

“9. Limitations on Special Use Permits. Subject to an extension of time granted by the Development Administrator pursuant to Section 17.201.A.12. of this Article, no special permit will be valid for a period longer than one year unless a building permit is issued and construction is actually begun within that period and is there-after diligently pursued to completion or unless a Certificate of Occupancy is issued and a use commended within that period. A special permit will be deemed to authorize only the particular use for which it was issued, and such permit will automatically expire and cease to be of any force or effect if such use will, for any reason, be discontinued for a period of six (6) consecutive months or more. Except when otherwise provided in the Ordinance granting a special permit, a special permit will be deemed to relate to, ~~and be for the benefit of, the current owner or operator of the use or lot in question rather than to~~ the lot itself.”

Public Sidewalks

An amendment is proposed to clarify that public sidewalk shall be installed by the developer of a parcel along the entire length of the lot frontage. This has been the City’s policy in the past; however, the proposed text amendment would make the requirement more clear.

[Sec. 17.302.E]

“E. Public sidewalks required. Any person subdividing or developing property shall install a public sidewalk along the frontage of the property as required per the City of Wood Dale Engineering Design and Development Standards Manual. This requirement shall be applicable when any one of the following improvements are made on a lot:

- 1. A new principal building or structure is constructed, or*
- 2. An existing building floor area is increased by more than 75 percent.*

Sidewalk, Driveway & Parking Lot Exception

The purpose of the proposed amendment is to clarify differences between roofed structures and flatwork with respect to the applicability of minimum setback requirements. Due to the limited size of many residential and commercial lots in older parts of the City, site access improvements such as parking lots, driveways, and sidewalks often encroach into the minimum required setback of five feet (5’) for accessory structures. The amendment would exclude the driveways and sidewalks from the 5’ setback requirement and from the 12% maximum lot coverage for accessory structures granting homeowners more flexibility to construct and maintain critical access

improvements. Minimum setbacks would continue to apply to other types of structures such as detached garages, sheds, pools, and patios and the size of all the impervious improvements on site would continue to be regulated by the maximum lot coverage provision for applicable zoning district. It is also suggested that a provision be added limiting the size of a private sidewalk to 5’ in width which would discourage installation of wider sidewalks that would potentially be turned into patios, as sidewalks are permitted in all yards, while patios are only permitted in the rear.

[Sec. 17.305.D]

“2. Detached Accessory Structures, Except Fences, ~~and~~ Walls, Parking Lots, Driveways, and Sidewalks:

a. Minimum rear and side yard: Detached accessory structures, shall be located at least five feet (5') from any side or rear lot line, or ten feet (10') from the centerline of the adjacent alley, if one exists. In no case shall an accessory structure be permitted in any public utility or drainage or access easement.”

6. Accessory structures (such as tool, garden storage sheds, gazebos, cabanas and other accessory structures not otherwise specified in Section 17.305 Accessory Structures and Uses shall comply with the following:

a. Maximum area: Combined square footage of all accessory structures, excluding flatwork such as parking lots, driveways and sidewalks, shall not exceed twelve percent (12%) of the lot area.

b. Maximum number: One such structure may be permitted per Zoning Lot.

[Sec. 17.305.C]

Table 3-1: Permitted Yard Encroachments

Structure	Front Yard	Corner Side Yard	Rear Yard	Side Yard
Driveways and sidewalks ¹⁵	P	P	P	P

NOTES:

15. The maximum sidewalk width for a private sidewalk in a residential district shall be 5 feet (5').

Above Ground Pools Lot Coverage

While in ground pools count towards lot coverage, above ground pools currently do not count towards impervious lot coverage calculation. However, this provision is not well communicated because it is contained only within the definition of lot coverage which is not usually referenced by users of the UDO. Language clarifying this exemption for above ground pools has also been added to the body of the Accessory Structures section. The purpose of this amendment is to increase clarity and user-friendliness.

[Sec. 17.305.D.3]

“3. Swimming Pools, Hot Tubs, And Outdoor Spas:

- a. *Swimming pools, hot tubs or outdoor spas and any deck attached thereto, may be located no closer than five feet (5') to any fence or property line.*
- b. *Swimming pools, hot tubs and outdoor spas shall be set back from all overhead electric distribution, aboveground service utility transformer, pedestal, meter, and any buried electric distribution or service utility line as required by Chapter 12: Building Code of this Code.*
- c. *All swimming pools, hot tubs, and outdoor spas, hereinafter referred to as “pool”, shall provide adequate enclosure when not in use or supervised. Said enclosure shall comply with Building Code regulations as identified in Chapter 12: Building Code of this Code.*
- d. *In ground pools, hot tubs, and outdoor spas shall count towards impervious lot coverage, however, above ground swimming pools shall not count towards lot coverage.”*

Lot Width Definition Consistency

The definition of “Lot Width” is inconsistent throughout different sections of the UDO. The proposed text amendment standardizes the term to increase clarity. Lot width is not measured at the front yard line, rather it is measured between the side lot lines of a lot along the front building line. Therefore, any reference to its measurement at the front yard line has been removed.

[Sec. 17.103.C]

“LOT WIDTH: The horizontal distance between the side lot lines of a lot measured within the lot boundary along the front building line.”

[Sec. 17.402.A]

A. Estate Residential District (R-1).

Estate Residential District (R-1)	
Minimum Lot Area (sq. ft.)	15,000 SF
Minimum Lot Width at front yard line (ft.)	100 ft
Minimum Lot Depth	150 ft
Minimum Front Yard Setback (ft.)	25 ft
Minimum Corner Side Yard Setback (ft.)	25 ft
Minimum Side Yard (ft.)	10% of lot width or 10 ft, whichever is less
Minimum Rear Yard	30 ft
Maximum Lot Coverage	40%
Maximum Building Height	30 ft

[Sec. 17.402.B]

B. Large Lot Single-Family District (R-2).

Large Lot Single-Family District (R-2)	
Minimum Lot Area (sq. ft.)	10,000 SF

Minimum Lot Width at front yard line (ft.)	80 ft
Minimum Lot Depth	125 ft
Minimum Front Yard Setback (ft.)	25 ft
Minimum Corner Side Yard Setback (ft.)	25 ft
Minimum Side Yard (ft.)	10 ft or 10% of lot width, whichever is less
Minimum Rear Yard	30 ft
Maximum Lot Coverage	40%
Maximum Building Height	30 ft

[Sec. 17.402.C]

C. Single-Family District (R-3).

Single-Family District (R-3)	
Minimum Lot Area (sq. ft.)	8,625 SF
Minimum Lot Width at front yard line (ft.)	65 ft
Minimum Lot Depth	130 ft
Minimum Front Yard Setback (ft.)	25 ft
Minimum Corner Side Yard Setback (ft.)	25 ft
Minimum Side Yard (ft.)	10 ft or 10% of lot width, whichever is less
Minimum Rear Yard	30 ft
Maximum Lot Coverage	40%
Maximum Building Height	30 ft

[Sec. 17.402.D]

D. Medium Density Single-Family District (R-4).

Medium Density Single-Family District (R-4)	
Minimum Lot Area (sq. ft.)	7,500 SF
Minimum Lot Width at front yard line (ft.)	50 ft
Minimum Lot Depth	150 ft.
Minimum Front Yard Setback (ft.)	25 ft
Minimum Corner Side Yard Setback (ft.)	25 ft
Minimum Side Yard (ft.)	10% of lot width or 10 ft, whichever is less
Minimum Rear Yard	30 ft
Maximum Lot Coverage	40%
Maximum Building Height	30 ft

[Sec. 17.402.E]

E. General Residential (R-G).

TABLE 4-2: General Residential (R-G)					
	Single Family Detached	Duplex/ Two Family	SF Attached (Townhome)	Multiple Family	Non-Residential
Minimum Lot Area (sq. ft.)	7,500 SF	8,620 SF	8,225 SF	6,000 SF	10,000

Minimum Lot Width at front yard line (ft.)	60 ft	75 ft	75 ft	65 ft	75 ft
Minimum Lot Width, Corner lot (ft.)	90 ft	90 ft	90 ft	80 ft	90 ft.
Minimum Lot Depth	115 ft	115 ft	110 ft	90 ft	90 ft.
Minimum Front Yard Setback (ft.)	25 ft	25 ft	25 ft	25 ft	25 ft.
Minimum for each Side Yard per (ft.)	10 ft or 10% of lot width, whichever is less	10 ft or 10% of lot width, whichever is less	10 ft (see Additional Standards Subsection 6)	10 ft (see Additional Standards Subsection 6)	15 feet (see Additional Standards Subsection 6)
Minimum Rear Yard	30 ft.	30 ft.	30 ft.	30 ft.	30 ft.
Maximum Lot Coverage	40%	80%	80%	80%	80%
Maximum Building Height	30 ft	30 ft	30 ft	65 ft	60 ft.
Maximum Density (du/acre)	-	-	16.0 du/acre	45 du/acre	-

[Sec. 17.403.A]

A. Town Center Business (TCB).

TCB Town Center Business District	
Minimum Lot Area (sq. ft.)	20,000 SF
Minimum Lot Width at front yard line (ft.)	100 ft
Minimum Lot Depth	120 ft
Minimum Front Yard Setback (ft.)	60 ft. (see Additional Standards Subsection 6b)
Minimum Side Yard Setback (ft.)	5 ft. (see Additional Standards Subsection 6c)
Minimum Corner Side Yard Setback (ft.)	5 ft. (see Additional Standards Subsection 6c)
Minimum Rear Yard Setback (ft.)	25 ft.
Maximum Lot Coverage	80%
Maximum Building Height (ft.)	50 ft. (see Additional Standards Subsection 6a)
Transitional Yard	Additional Standards (Subsection 6d and 6e)

[Sec. 17.403.B]

B. Neighborhood Commercial (C-1).

Neighborhood Commercial (C-1)	
Minimum Lot Area (sq. ft.)	19,000 SF
Minimum Lot Width at front yard line (ft.)	100 ft.

Minimum Lot Depth	120 ft
Minimum Front Yard Setback (ft.)	60 ft. (see Additional Standards Subsection 6b)
Minimum Side Yard Setback (ft.)	5 ft. (see Additional Standards Subsection 6c)
Minimum Corner Side Yard Setback (ft.)	5 ft. (see Additional Standards Subsection 6c)
Minimum Rear Yard	25 ft
Maximum Lot Coverage	80%
Maximum Building Height	40 ft (see Additional Standards Subsection 6a)
Transitional Yard	(see Additional Standards Subsection 6d)

[Sec. 17.403.C]

C. Corridor Commercial District (C-2).

Corridor Commercial District (C-2)	
Minimum Lot Area (sq. ft.)	50,000 SF
Minimum Lot Width at front yard line (ft.)	100 ft.
Minimum Lot Depth	120 ft
Minimum Front Yard Setback (ft.)	80 ft. (see Additional Standards 6d)
Minimum Side Yard (ft.)	5 ft. (see Additional Standards 6b)
Minimum Rear Yard	25 ft.
Maximum Lot Coverage	80%
Maximum Building Height	40 ft (see Additional Standards 6a)
Transitional Yards	(see Additional Standards Subsection 6d)

[Sec. 17.403.D]

D. Southeast Irving Park Corridor Commercial District (C-2a):

Corridor Commercial District - SE IPR (C-2a)	
Minimum Lot Area (sq. ft.)	29,000 SF
Minimum Lot Width at front yard line (ft.)	120 ft.
Minimum Lot Depth	125 ft.
Front Yard Build-to Line	8 ft.
Minimum Corner Side Yard (ft.)	5 ft. (see Additional Standards Subsection 6b)
Minimum Rear Yard	25 ft.
Maximum Lot Coverage	80%
Maximum Building Height	40 ft. (see Additional Standards Subsection 6a)

[Sec. 17.403.E]

E. Service/Commercial District (C-3).

Service/Commercial District (C-3)	
Minimum Lot Area (sq. ft.)	13,000 SF
Minimum Lot Width at front yard line (ft.)	100 ft
Minimum Lot Depth	130 ft.
Minimum Front Yard Setback (ft.)	Average Front Yard Setback of existing principal structures currently located on the block.

Minimum Side Yard (ft.)	5 ft.
Minimum Corner Side Yard Setback (ft.)	5 ft.
Minimum Rear Yard	0 ft.
Maximum Lot Coverage	70%
Maximum Building Height	30 ft.

[Sec. 17.404.A]

A. Industrial/Business Park District (I-1).

Industrial/Business Park District (I-1)	
Minimum Lot Area (sq. ft.)	2 acres
Minimum Lot Width at front yard line (ft.)	200 ft.
Minimum Front Yard Setback (ft.)	40 ft.
Minimum Side Yard (ft.)	20 ft.
Minimum Corner Side Yard Setback (ft.)	20 ft.
Minimum Rear Yard	20 ft.
Maximum Lot Coverage	80%
Maximum Building Height	45 ft.

[Sec. 17.404.C]

C. Thorndale Interchange Overlay (TIO).

TIO District Overlay	
Minimum Development Area (acres)	10 acres (see Additional Standards: Section 5b).
Minimum Lot Width at front yard line (ft.)	As approved per PUD.
Minimum Front Yard Setback (ft.)	50 feet, or as approved per PUD.
Minimum Side Yard (ft.)	As approved per PUD.
Minimum Rear Yard	As approved per PUD.
Maximum Lot Coverage	As approved per PUD.
Maximum Building Height	60 feet, or higher as may be approved by a PUD.

Electric Vehicle Charging

Electric Vehicle charging is not currently addressed by the UDO, which can create barriers to the installation of EV charging stations. Due to the increasing market-share of electric vehicles, it is important for the City to adapt to these changes by allowing and regulating this infrastructure. Staff reviewed other municipal regulations for EV charging stations and is proposing the language below for Wood Dale. Amendments to multiple code sections are proposed, including definitions (Sec. 17.103), Permitted Yard Encroachments (Sec. 17.305.C), Sustainable Energy Systems (Sec. 17.305.F), and the Sign Code (Sec. 13.309).

[Sec. 17.103.C]

C. *Definitions: The following words and terms when used in the interpretation and administration of this chapter shall have the meaning set forth herein except where otherwise specifically indicated. Words and terms not defined herein shall be defined as specified in the latest published edition of “Webster’s New Collegiate Dictionary”.*

<p>MOTOR VEHICLE:</p>	<p><i>Any motor powered device in, upon or by which any person or property may be transported, <u>including any self-propelled device which derives motive power from an internal combustion engine, electricity, hydrogen fuel cell, or other alternative power source as determined by the Development Administrator.</u></i></p>
<p><u>ELECTRIC VEHICLE</u></p>	<p><i><u>Any vehicle that is licensed and registered on public and private highways, roads, and streets that contains original, stock equipment from the vehicle manufacturer to accept charging from an electric vehicle charging station and that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery for motive purpose. "Electric vehicle" includes: (1) a battery powered electric vehicle operated solely by electricity, (2) a plug-in hybrid electric vehicle that operates on electricity and gasoline and has a battery that can be recharged from an external source, (3) electric scooters or motorcycles.</u></i></p>
<p><u>ELECTRIC VEHICLE CHARGING STATION</u></p>	<p><i><u>An electrical component assembly or cluster of component assemblies designed specifically to charge batteries located within electric vehicles. The charging station may also contain appurtenances for the purposes of customer payment.</u></i></p>

[Sec. 17.305.C]

- C. *Permitted Yard Encroachments:*
1. *Accessory Structures and Uses may be permitted in established yards as indicated with a “P” in Table 3-1: Permitted Yard Encroachments..*
 2. *Accessory structures and uses not listed in Table 3-1: Permitted Yard Encroachments shall be prohibited as in yards.*

Table 3-1: Permitted Yard Encroachments

Structure	Front Yard	Corner Side Yard	Rear Yard	Side Yard
<i>Eaves and gutters¹⁰</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>
<u>Electric Vehicle (EV) Charging Stations</u>	<u><i>P</i></u>	<u><i>P</i></u>	<u><i>P</i></u>	<u><i>P</i></u>
<i>Flagpoles</i>	<i>P</i>	<i>P</i>	<i>P</i>	

[Sec. 17.305.F. Sustainable energy systems][Sec. 17.305.F.3]

3. "Electric Vehicle Charging Stations (EVCS)
 - a. Purpose: The purpose of this Section (17.305.F.3.) is to encourage safe and efficient use of electric vehicles in the City of Wood Dale to reduce the use and impact of fossil fuels. The below provisions also seek to ensure the appearance of Electric Vehicle Charging Stations are compatible with the character of the principal structure and surrounding neighborhood.
 - b. General Provisions: Electric vehicle charging stations are permitted as an accessory structure to a principal Permitted or Special Use subject to the provisions of Section (17.305) of the City Code.
 - c. Location: Electric vehicle charging station equipment shall not block any public right-of-way. If located within a parking lot, electric vehicle charging stations shall not impede the movement or site access for motor vehicles, pedestrians, bicyclists, or any other road user.
 - d. Signage: Signage shall be regulated by Sec. 13.309.
 - e. Parking: Charging station spaces reserved only for electric vehicles may be included in the overall calculation of minimum parking spaces required for the primary use by this Chapter, provided that such charging station spaces do not:
 1. Account for more than 10% of the minimum required number of on-site parking spaces. Subject to the conditions of this Article, additional charging station spaces may be constructed but they will not count towards the minimum parking requirement.
 2. Reduce the dimensions of adjoining spaces or the parking aisle or reduce the number of available spaces below the minimum required by Article V Off Street Parking and Loading.
 3. Accessibility: If any EV charging stations are constructed in non-single-family residential districts, a minimum of one accessible charging station with an adjacent accessible parking space shall be installed per development in compliance with all local, state, and federal accessibility requirements. Accessible charging stations are not required to be designated for exclusive use of persons with disabilities, unless required to meet the overall minimum number accessible parking spaces per [Sec.17.502.G] Accessible Parking.
 - f. Screening: Charging station equipment must be screened from adjacent properties and the right-of-way with native ornamental grasses that are sufficiently tall and dense, as feasible. Documentation providing the rationale for screening that is not feasible shall be submitted by the installer and approved by the Director of Community Development.
 - g. Pavement Marking: Lettering that states "EV Charging" or "EV Charging Only" and any marking to delineate accessible spaces, shall be the only pavement marking permitted to identify charging station spaces.
 - h. Equipment Protection: All equipment shall be protected via curbing, bollards, or similar protective structure or device.

[Sec. 13.309]

“Sec. 13.309. Electric Vehicle Charging Stations.

- A. A public charging station must be posted with a sign indicating the space is only for electric vehicle purposes.*
- B. Days and hours of operation must be included if time limits or tow-away provisions are to be enforced by the property owner.*
- C. Information identifying voltage and amperage levels or safety information shall be posted.*
- D. Only signs required to identify the purpose and function of the charging station and corresponding parking space are allowed.*
- E. Off-premises advertisement of goods and services is prohibited on LED screens or on any other component of the charging station through images or sound in conformance with Sign Code [Sec. 13.401].”*

Parking in Striped Spaces Only

A provision is being suggested to strengthen the parking regulations to clearly state that parking of vehicles may only occur within striped parking spaces. This amendment is meant to ensure that vehicles are parked orderly and there is sufficient site circulation throughout the parking lot.

[Sec. 17.502.A.f]

“f. Striping: A painted stripe (of white or yellow) to define each parking space and loading berth shall be provided and be a minimum of four inches (4") in width for the length of each space. All areas designated as fire lanes and/or no parking areas shall be striped and painted yellow. Parking of all vehicles shall be permitted only within striped spaces. Such spaces shall be designed, developed, and maintained in compliance with the provisions of section 17.502.A.”

Eliminate Vehicular Use Area Landscape %

The interior parking lot landscaping area requirement is often a source of confusion for architects and engineers working with the City’s UDO. The provision is not common in other communities, nor are its expectations clear. Permit applicants often struggle to meet this requirement due to various site constraints, such as limited lot size, minimum parking requirements, and the inclusion of stormwater management systems. The UDO already has robust landscaping requirements which apply to parking lots, such as the installation of landscape islands and perimeter landscaping consisting of flowers, grasses, shrubs, and shade trees. Therefore, the proposal is to eliminate this requirement.

[Sec. 17.604.B]

“B. Parking Lot Landscaping Requirements: In addition to the general design criteria prescribed in Section C: Landscape Plan Design Criteria, all Vehicle Use Areas designed with twenty (20) or more parking spaces shall be landscaped in accordance with the provisions of this Section 17.606.4.B. Final Parking Lot

Landscaping plans shall be reviewed and approved as part of the Site Plan Review Process outlined in Article II of the Chapter.

~~1. Interior Parking Lot Landscaping Areas:~~

~~a. The following percentage of the interior portion of all Vehicular Use Areas shall be improved with landscaping:~~

- ~~(1) 5,000 square feet or less — 0%~~
- ~~(2) 5,001 to 40,000 square feet — 5%~~
- ~~(3) 40,000 square feet or greater — 8%~~

~~b. The required interior landscaping may include areas dedicated to tree planting islands and those portions of the lot that are landscaped with live ground cover and additional landscaping that is not dedicated to otherwise required site perimeter landscaping.”~~

Street Trees

The City of Wood Dale Engineering Design and Development Standards Manual requires any person subdividing or developing a property to install landscaping, including street trees, along the frontage of the property. A reference is being added to the UDO landscaping regulations referencing this requirement in the Standards Manual.

[Sec. 17.604.E]

“E. Right-Of-Way Landscaping Requirements: In addition to the general design criteria prescribed in Section 17.606.C: Landscape Plan Design Criteria, the following requirements shall also apply to landscaping in rights-of-way:

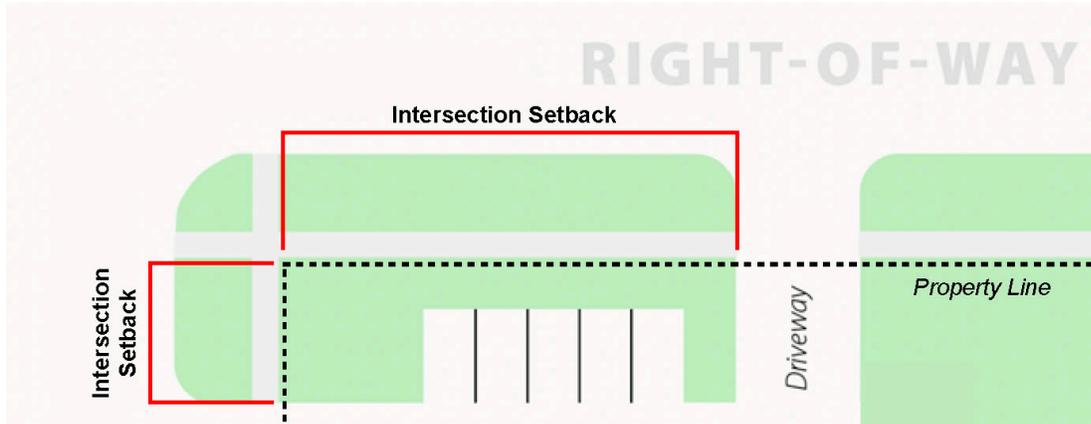
- 1. Scope: Where a zoning lot abuts a dedicated public right-of-way, trees shall be provided in accordance with the provisions of this Article, [the City of Wood Dale Engineering Design and Development Standards Manual](#) and Section 6.504 of the City Code.*
- 2. Street Trees: The City shall have the discretion to require trees be planted outside of the right-of-way if the parkway is too narrow or overhead or buried utilities may conflict with the growth of street trees.”*

Correct Driveway Intersection Setback Graphic

This graphic was corrected to show that the intersection setback is measured from the right of way line (which is the front property line), as opposed to being measured from the curb line of the existing street.

[Sec. 17.502.C.3.a]

Figure 5-2: Driveway Intersection Setbacks

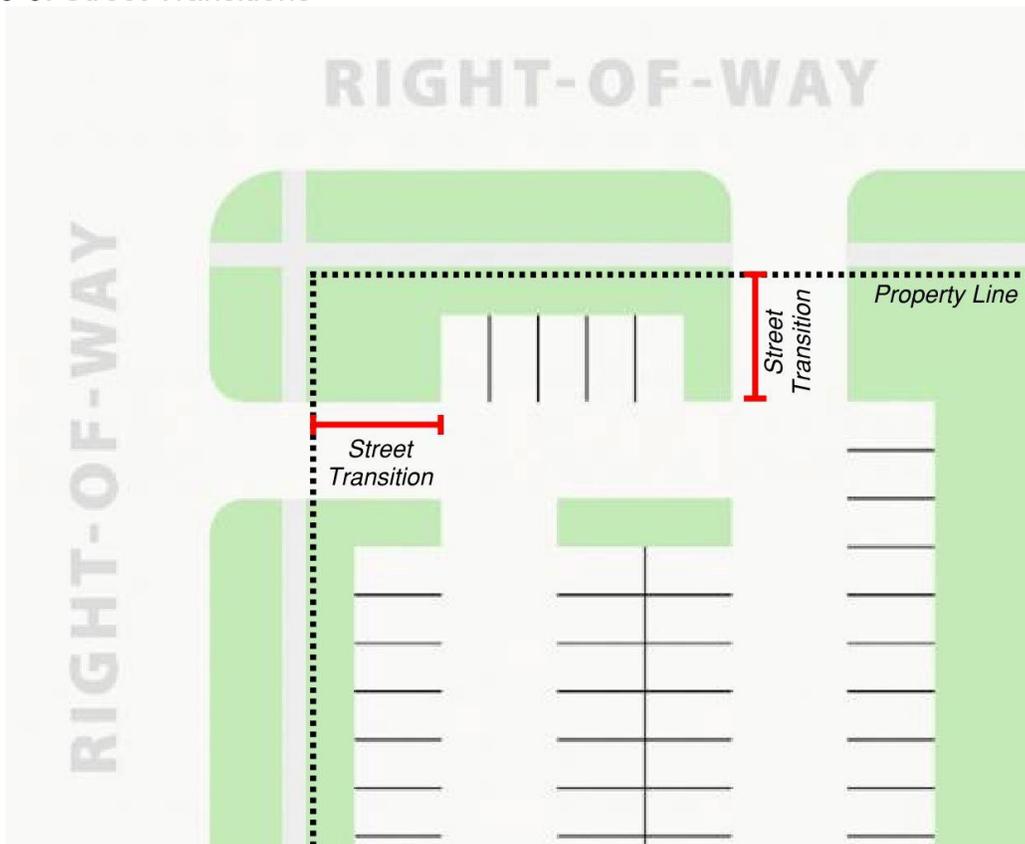


Correct Driveway Street Transition Graphic

This graphic was corrected to show that the street transition is measured from the right of way line (which is the front property line), as opposed to being measured from the curb line of the existing street.

[Sec. 17.502.C.3.b]

Figure 5-3: Street Transitions

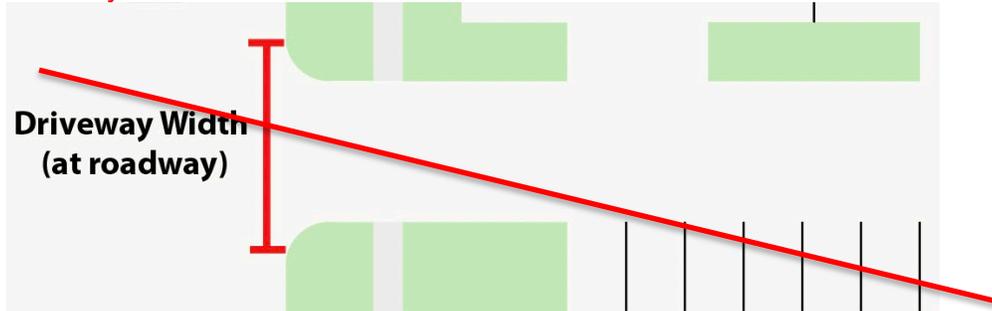


Eliminate Driveway Width Graphic

This graphic is proposed to be eliminated as a much more detailed version is already present in the City of Wood Dale Engineering Design and Development Standards Manual.

[Sec. 17.502.C.3.c]

~~Figure 5-4: Driveway Width~~



Scrivener's Errors

The UDO contains several references to the “Thorndale Corridor Overlay District” or the “TCO”. This district is officially named the “Thorndale Corridor Corporate Overlay District” or the “TCC.” This error is proposed to be corrected as shown below. There is also a second overlay district called Thorndale Interchange (TIO). Several changes are proposed in the text to correct any inconsistencies related to the acronyms representing overlay districts. There are also several scriveners’ errors being corrected in the Outdoor Storage section.

[Sec. 17.206.C.1.a]

1. *“Development Administrator Review. Site plan review by the Development Administrator in accordance with this Section will be required in connection with the following developments:*
 - a. *Any development or redevelopment in the TCCO – Thorndale Corridor Corporate Overlay District.”*

[Sec. 17.302.M.3.b]

- a. *Regulation of Outdoor Storage Areas:*
 - (1) *Areas used for the Outdoor Storage shall be permanently defined and screened with walls and/or fences as required by this Subsection (17.302.MB.3.b.), Article 6: Landscape and Tree Preservation, Article 2, Section 17.206: Site Plan Review, Article 109: Performance Standards and other applicable regulations of this Chapter.*
 - (2) *Materials, colors, and design of screening walls and/or fences and the cover shall conform to those used as predominant materials and colors on the building, as shall be approved through requirements and processes of Article 2, Section 17.206: Site Plan Review.*

(34) All Outdoor Storage shall be effectively screened and enclosed by a solid wall or fence at least six feet (6') in height. If materials to be stored outdoors are in excess of six feet (6') in height, then an eight foot (8') solid wall or fence shall be utilized and landscape screening shall be provided in accordance with Article 6: Landscaping and Tree Preservation of this Chapter so as to minimize such views.

(45) Areas for outdoor storage (including truck parking, loading areas, and similar activities) shall be located out of view from the public streets and screened as necessary to minimize such views.

[Sec. 17.302.M.5.a]

a. *“a. Outdoor Dining is permitted only in the C-1, C-2, C-2a, TCB, and TCC~~Θ~~ and TIO districts.”*

[Sec.17.401.M]

M. Thorndale Interchange Overlay (TIO) District: The Thorndale Interchange Overlay (TIO) District provides and maintains a thriving, first class business park environment that supports a range of business activities. The TIO functions as an overlay, adding regulations to the I-1 Industrial/Business Park District and C-2 Commercial Corridor District to enhance the character and quality of development in this unique area of the Wood Dale. The overlay is located generally at the IL-390 and Wood Dale Road Interchange, as depicted on the Zoning Map.”

[Sec.17.1001]

17.1001 Purpose

These Design Guidelines help define Wood Dale’s vision for development and design character by encouraging high-quality site planning, landscaping, and design. The guidelines also serve as guiding principles for defining the physical form of development beyond basic use and building bulk regulations. These standards do not mandate or endorse one particular style of design, but rather communicate the character and quality through which buildings can contribute to Wood Dale’s quality of place.

New developments and major remodeling projects in the City’s commercial districts (TCB, C-1, C-2, and C-2a) and industrial districts (I-1 and TCC~~Θ~~ and TIO) will be reviewed according to these design guidelines as part of this Chapter’s site plan review process with final approval by the City Council.

[Sec.17.1003.A.3]

“3. Industrial Districts: Industrial/Business Park Districts (I-1); Thorndale Corridor Overlay District (TCC~~Θ~~); Thorndale Interchange Overlay District (TIO).”

Legal Review

To ensure compliance with all applicable state statutes, the City’s legal counsel reviewed the proposed text amendments and raised no objections.

Compliance with the Comprehensive Plan

The proposed text amendments will help the City work towards the goals listed in the Comprehensive Plan such as to “build community capacity” and “keep Wood Dale diverse.” The proposed amendments support objectives of inclusion of regulations intended to ensure that local infrastructure is extended and maintained and managing the development to create a balanced mix of land uses. Further, the clarified regulations are intended to aid the City in enforcement of the regulations.

Compliance with the Unified Development Ordinance

The proposed text amendment is in keeping with the purpose and intent of the UDO to implement the goals, objectives and policies of the Comprehensive Plan and to promote the public health, safety, morals, comfort and general welfare of the people. The purpose of the requested text amendments is to clarify certain definitions and regulations; to correct discrepancies and typos within the text; and add regulations pertaining to electric vehicle charging.

Neighborhood Comment

Notice was provided in accordance with Section 17.202.E of the UDO. A public hearing notice published in Daily Herald on June 28, 2024. Staff have not received any public comments related to this petition as of writing of this memo.

Findings of Fact

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

RECOMMENDATION

Based on the above considerations, the Community Development Department finds that the request for the text amendments to the Unified Development Ordinance (UDO), Chapter 17 of the Municipal Code and to the Sign Code, Chapter 13 of the Municipal Code meet the requirements in the Unified Development Ordinance and are consistent with the City’s Comprehensive Plan. The Community Development Commission may consider the following motion recommending approval of this petition:

“Based on the submitted petition and the testimony presented, the proposed text amendments to the Unified Development Ordinance (UDO), Chapter 17 of the Municipal Code and to the Sign Code, Chapter 13 of the Municipal Code are consistent with the Comprehensive Plan and are in keeping with the purpose and intent of the UDO; and, therefore, I move that the Community Development Commission adopt the recommendations of the staff memo dated July 15, 2024 as the findings of the Community Development Commission, and recommend to the City Council approval of the text amendments to the Unified Development Ordinance (UDO), Chapter 17 and the Sign Code, Chapter 13 of the Municipal Code in Case No. CDC-2024-0005.”

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

TEXT AMENDMENTS - REDLINE

NOTE:

blue – new text

red – deleted text

black – existing text

Authorize Variations to Tree Removal Requirements

[Sec. 17.204.C.5]

“5. Authorized Variations.

a. Permitted Variations. Subject to the prohibitions set forth in Section 17.204.C.5.b. below, and subject to the other provisions of this Section, the Community Development Commission may only consider and recommend the following variations:

- (1) To vary the applicable lot area, lot width, and lot depth requirements, subject to the following limitations:
 - (A) The minimum lot width and lot depth requirements shall not be reduced more than fifty percent (50%).*
 - (B) The minimum lot area for a single-family or two-family dwelling shall not be reduced more than forty-five percent (45%).*
 - (C) The minimum lot area per dwelling unit required for multiple-family dwellings shall not be reduced so as to permit more dwelling units than would be permitted by strict application of minimum lot area requirements.**
- (2) To vary applicable bulk regulations, including maximum height, lot coverage, and floor area ratio and minimum yard requirements.*
- (3) To vary applicable off street parking and off street loading requirements.*
- (4) To vary regulations relating to restoration of damaged or destroyed nonconforming structures.*
- (5) To vary the regulations relating to signs.*
- (6) To vary the regulations relating to fences.*
- (7) To vary the regulations relating to tree removal and replacement.”*

Special Use Limitations

[Sec. 17.205.B]

“9. Limitations on Special Use Permits. Subject to an extension of time granted by the Development Administrator pursuant to Section 17.201.A.12. of this Article, no special permit will be valid for a period longer than one year unless a building permit is issued and construction is actually begun within that period and is there-after diligently pursued to completion or unless a Certificate of Occupancy is issued and a use commended within that period. A special permit will be deemed to authorize only

the particular use for which it was issued, and such permit will automatically expire and cease to be of any force or effect if such use will, for any reason, be discontinued for a period of six (6) consecutive months or more. Except when otherwise provided in the Ordinance granting a special permit, a special permit will be deemed to relate to, ~~and be for the benefit of, the current owner or operator of the use or lot in question rather than to~~ the lot itself.”

Public Sidewalks

[Sec. 17.302.E]

“E. Public sidewalks required. Any person subdividing or developing property shall install a public sidewalk along the frontage of the property as required per the City of Wood Dale Engineering Design and Development Standards Manual. This requirement shall be applicable when any one of the following improvements are made on a lot:

1. A new principal building or structure is constructed, or
2. An existing building floor area is increased by more than 75 percent.

Sidewalk, Driveway & Parking Lot Exception

[Sec. 17.305.D]

“2. Detached Accessory Structures, Except Fences, ~~and~~ Walls,; Parking Lots, Driveways, and Sidewalks:

a. *Minimum rear and side yard: Detached accessory structures, shall be located at least five feet (5') from any side or rear lot line, or ten feet (10') from the centerline of the adjacent alley, if one exists. In no case shall an accessory structure be permitted in any public utility or drainage or access easement.”*

6. *Accessory structures (such as tool, garden storage sheds, gazebos, cabanas and other accessory structures not otherwise specified in Section 17.305 Accessory Structures and Uses shall comply with the following:*

- a. *Maximum area: Combined square footage of all accessory structures, excluding flatwork such as parking lots, driveways and sidewalks, shall not exceed twelve percent (12%) of the lot area.*
- b. *Maximum number: One such structure may be permitted per Zoning Lot.*

[Sec. 17.305.C]

Table 3-1: Permitted Yard Encroachments

Structure	Front Yard	Corner Side Yard	Rear Yard	Side Yard
Driveways and sidewalks ¹⁵	P	P	P	P

NOTES:

[15. The maximum sidewalk width for a private sidewalk in a residential district shall be 5 feet \(5'\).](#)

Above Ground Pools Lot Coverage

[Sec. 17.305.D.3]

“3. *Swimming Pools, Hot Tubs, And Outdoor Spas:*

- a. *Swimming pools, hot tubs or outdoor spas and any deck attached thereto, may be located no closer than five feet (5') to any fence or property line.*
- b. *Swimming pools, hot tubs and outdoor spas shall be set back from all overhead electric distribution, aboveground service utility transformer, pedestal, meter, and any buried electric distribution or service utility line as required by Chapter 12: Building Code of this Code.*
- c. *All swimming pools, hot tubs, and outdoor spas, hereinafter referred to as “pool”, shall provide adequate enclosure when not in use or supervised. Said enclosure shall comply with Building Code regulations as identified in Chapter 12: Building Code of this Code.*
- d. [*In ground pools, hot tubs, and outdoor spas shall count towards impervious lot coverage, however, above ground swimming pools shall not count towards lot coverage.*](#)

Lot Width Definition Consistency

[Sec. 17.103.C]

“*LOT WIDTH: The horizontal distance between the side lot lines of a lot measured within the lot boundary along the front building line.*”

[Sec. 17.402.A]

A. Estate Residential District (R-1).

Estate Residential District (R-1)	
Minimum Lot Area (sq. ft.)	15,000 SF
Minimum Lot Width at front yard line (ft.)	100 ft
Minimum Lot Depth	150 ft
Minimum Front Yard Setback (ft.)	25 ft
Minimum Corner Side Yard Setback (ft.)	25 ft
Minimum Side Yard (ft.)	10% of lot width or 10 ft, whichever is less
Minimum Rear Yard	30 ft
Maximum Lot Coverage	40%
Maximum Building Height	30 ft

[Sec. 17.402.B]

B. Large Lot Single-Family District (R-2).

Large Lot Single-Family District (R-2)	
Minimum Lot Area (sq. ft.)	10,000 SF
Minimum Lot Width at front yard line (ft.)	80 ft
Minimum Lot Depth	125 ft
Minimum Front Yard Setback (ft.)	25 ft
Minimum Corner Side Yard Setback (ft.)	25 ft
Minimum Side Yard (ft.)	10 ft or 10% of lot width, whichever is less
Minimum Rear Yard	30 ft
Maximum Lot Coverage	40%
Maximum Building Height	30 ft

[Sec. 17.402.C]

C. Single-Family District (R-3).

Single-Family District (R-3)	
Minimum Lot Area (sq. ft.)	8,625 SF
Minimum Lot Width at front yard line (ft.)	65 ft
Minimum Lot Depth	130 ft
Minimum Front Yard Setback (ft.)	25 ft
Minimum Corner Side Yard Setback (ft.)	25 ft
Minimum Side Yard (ft.)	10 ft or 10% of lot width, whichever is less
Minimum Rear Yard	30 ft
Maximum Lot Coverage	40%
Maximum Building Height	30 ft

[Sec. 17.402.D]

D. Medium Density Single-Family District (R-4).

Medium Density Single-Family District (R-4)	
Minimum Lot Area (sq. ft.)	7,500 SF
Minimum Lot Width at front yard line (ft.)	50 ft
Minimum Lot Depth	150 ft.
Minimum Front Yard Setback (ft.)	25 ft
Minimum Corner Side Yard Setback (ft.)	25 ft
Minimum Side Yard (ft.)	10% of lot width or 10 ft, whichever is less
Minimum Rear Yard	30 ft
Maximum Lot Coverage	40%
Maximum Building Height	30 ft

[Sec. 17.402.E]

E. General Residential (R-G).

TABLE 4-2: General Residential (R-G)

	Single Family Detached	Duplex/ Two Family	SF Attached (Townhome)	Multiple Family	Non-Residential
Minimum Lot Area (sq. ft.)	7,500 SF	8,620 SF	8,225 SF	6,000 SF	10,000
Minimum Lot Width at front yard-line (ft.)	60 ft	75 ft	75 ft	65 ft	75 ft
Minimum Lot Width, Corner lot (ft.)	90 ft	90 ft	90 ft	80 ft	90 ft.
Minimum Lot Depth	115 ft	115 ft	110 ft	90 ft	90 ft.
Minimum Front Yard Setback (ft.)	25 ft	25 ft	25 ft	25 ft	25 ft.
Minimum for each Side Yard per (ft.)	10 ft or 10% of lot width, whichever is less	10 ft or 10% of lot width, whichever is less	10 ft (see Additional Standards Subsection 6)	10 ft (see Additional Standards Subsection 6)	15 feet (see Additional Standards Subsection 6)
Minimum Rear Yard	30 ft.	30 ft.	30 ft.	30 ft.	30 ft.
Maximum Lot Coverage	40%	80%	80%	80%	80%
Maximum Building Height	30 ft	30 ft	30 ft	65 ft	60 ft.
Maximum Density (du/acre)	-	-	16.0 du/acre	45 du/acre	-

[Sec. 17.403.A]

A. Town Center Business (TCB).

TCB Town Center Business District	
Minimum Lot Area (sq. ft.)	20,000 SF
Minimum Lot Width at front yard-line (ft.)	100 ft
Minimum Lot Depth	120 ft
Minimum Front Yard Setback (ft.)	60 ft. (see Additional Standards Subsection 6b)
Minimum Side Yard Setback (ft.)	5 ft. (see Additional Standards Subsection 6c)
Minimum Corner Side Yard Setback (ft.)	5 ft. (see Additional Standards Subsection 6c)
Minimum Rear Yard Setback (ft.)	25 ft.
Maximum Lot Coverage	80%
Maximum Building Height (ft.)	50 ft. (see Additional Standards Subsection 6a)
Transitional Yard	Additional Standards (Subsection 6d and 6e)

[Sec. 17.403.B]

B. Neighborhood Commercial (C-1).

Neighborhood Commercial (C-1)	
Minimum Lot Area (sq. ft.)	19,000 SF
Minimum Lot Width at front yard line (ft.)	100 ft.
Minimum Lot Depth	120 ft
Minimum Front Yard Setback (ft.)	60 ft. (see Additional Standards Subsection 6b)
Minimum Side Yard Setback (ft.)	5 ft. (see Additional Standards Subsection 6c)
Minimum Corner Side Yard Setback (ft.)	5 ft. (see Additional Standards Subsection 6c)
Minimum Rear Yard	25 ft
Maximum Lot Coverage	80%
Maximum Building Height	40 ft (see Additional Standards Subsection 6a)
Transitional Yard	(see Additional Standards Subsection 6d)

[Sec. 17.403.C]

C. Corridor Commercial District (C-2).

Corridor Commercial District (C-2)	
Minimum Lot Area (sq. ft.)	50,000 SF
Minimum Lot Width at front yard line (ft.)	100 ft.
Minimum Lot Depth	120 ft
Minimum Front Yard Setback (ft.)	80 ft. (see Additional Standards 6d)
Minimum Side Yard (ft.)	5 ft. (see Additional Standards 6b)
Minimum Rear Yard	25 ft.
Maximum Lot Coverage	80%
Maximum Building Height	40 ft (see Additional Standards 6a)
Transitional Yards	(see Additional Standards Subsection 6d)

[Sec. 17.403.D]

D. Southeast Irving Park Corridor Commercial District (C-2a):

Corridor Commercial District - SE IPR (C-2a)	
Minimum Lot Area (sq. ft.)	29,000 SF
Minimum Lot Width at front yard line (ft.)	120 ft.
Minimum Lot Depth	125 ft.
Front Yard Build-to Line	8 ft.
Minimum Corner Side Yard (ft.)	5 ft. (see Additional Standards Subsection 6b)
Minimum Rear Yard	25 ft.
Maximum Lot Coverage	80%
Maximum Building Height	40 ft. (see Additional Standards Subsection 6a)

[Sec. 17.403.E]

E. Service/Commercial District (C-3).

Service/Commercial District (C-3)	
Minimum Lot Area (sq. ft.)	13,000 SF

Minimum Lot Width at front yard line (ft.)	100 ft
Minimum Lot Depth	130 ft.
Minimum Front Yard Setback (ft.)	Average Front Yard Setback of existing principal structures currently located on the block.
Minimum Side Yard (ft.)	5 ft.
Minimum Corner Side Yard Setback (ft.)	5 ft.
Minimum Rear Yard	0 ft.
Maximum Lot Coverage	70%
Maximum Building Height	30 ft.

[Sec. 17.404.A]

A. Industrial/Business Park District (I-1).

Industrial/Business Park District (I-1)	
Minimum Lot Area (sq. ft.)	2 acres
Minimum Lot Width at front yard line (ft.)	200 ft.
Minimum Front Yard Setback (ft.)	40 ft.
Minimum Side Yard (ft.)	20 ft.
Minimum Corner Side Yard Setback (ft.)	20 ft.
Minimum Rear Yard	20 ft.
Maximum Lot Coverage	80%
Maximum Building Height	45 ft.

[Sec. 17.404.C]

C. Thorndale Interchange Overlay (TIO).

TIO District Overlay	
Minimum Development Area (acres)	10 acres (see Additional Standards: Section 5b).
Minimum Lot Width at front yard line (ft.)	As approved per PUD.
Minimum Front Yard Setback (ft.)	50 feet, or as approved per PUD.
Minimum Side Yard (ft.)	As approved per PUD.
Minimum Rear Yard	As approved per PUD.
Maximum Lot Coverage	As approved per PUD.
Maximum Building Height	60 feet, or higher as may be approved by a PUD.

Electric Vehicle Charging

[Sec. 17.103.C]

C. Definitions: The following words and terms when used in the interpretation and administration of this chapter shall have the meaning set forth herein except where otherwise specifically indicated. Words and terms not defined herein shall be defined as specified in the latest published edition of "Webster's New Collegiate Dictionary".

<p>MOTOR VEHICLE:</p>	<p>Any motor powered device in, upon or by which any person or property may be transported, <u>including any self-propelled device which derives motive power from an internal combustion engine, electricity, hydrogen fuel cell, or other alternative power source as determined by the Development Administrator.</u></p>
<p><u>ELECTRIC VEHICLE</u></p>	<p><u>Any vehicle that is licensed and registered on public and private highways, roads, and streets that contains original, stock equipment from the vehicle manufacturer to accept charging from an electric vehicle charging station and that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery for motive purpose. "Electric vehicle" includes: (1) a battery powered electric vehicle operated solely by electricity, (2) a plug-in hybrid electric vehicle that operates on electricity and gasoline and has a battery that can be recharged from an external source, (3) electric scooters or motorcycles.</u></p>
<p><u>ELECTRIC VEHICLE CHARGING STATION</u></p>	<p><u>An electrical component assembly or cluster of component assemblies designed specifically to charge batteries located within electric vehicles. The charging station may also contain appurtenances for the purposes of customer payment.</u></p>

[Sec. 17.305.C]

C. Permitted Yard Encroachments:

1. Accessory Structures and Uses may be permitted in established yards as indicated with a "P" in Table 3-1: Permitted Yard Encroachments..
2. Accessory structures and uses not listed in Table 3-1: Permitted Yard Encroachments shall be prohibited as in yards.

Table 3-1: Permitted Yard Encroachments

Structure	Front Yard	Corner Side Yard	Rear Yard	Side Yard
Eaves and gutters ¹⁰	P	P	P	P
<u>Electric Vehicle (EV) Charging Stations</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Flagpoles	P	P	P	

[Sec. 17.305.F. Sustainable energy systems]

[Sec. 17.305.F.3]

3. “Electric Vehicle Charging Stations (EVCS)

- a. Purpose: The purpose of this Section (17.305.F.3.) is to encourage safe and efficient use of electric vehicles in the City of Wood Dale to reduce the use

- and impact of fossil fuels. The below provisions also seek to ensure the appearance of Electric Vehicle Charging Stations are compatible with the character of the principal structure and surrounding neighborhood.
- b. General Provisions: Electric vehicle charging stations are permitted as an accessory structure to a principal Permitted or Special Use subject to the provisions of Section (17.305) of the City Code.
 - c. Location: Electric vehicle charging station equipment shall not block any public right-of-way. If located within a parking lot, electric vehicle charging stations shall not impede the movement or site access for motor vehicles, pedestrians, bicyclists, or any other road user.
 - d. Signage: Signage shall be regulated by Sec. 13.309.
 - e. Parking: Charging station spaces reserved only for electric vehicles may be included in the overall calculation of minimum parking spaces required for the primary use by this Chapter, provided that such charging station spaces do not:
 1. Account for more than 10% of the minimum required number of on-site parking spaces. Subject to the conditions of this Article, additional charging station spaces may be constructed but they will not count towards the minimum parking requirement.
 2. Reduce the dimensions of adjoining spaces or the parking aisle or reduce the number of available spaces below the minimum required by Article V Off Street Parking and Loading.
 3. Accessibility: If any EV charging stations are constructed in non-single-family residential districts, a minimum of one accessible charging station with an adjacent accessible parking space shall be installed per development in compliance with all local, state, and federal accessibility requirements. Accessible charging stations are not required to be designated for exclusive use of persons with disabilities, unless required to meet the overall minimum number accessible parking spaces per [Sec.17.502.G] Accessible Parking.
 - f. Screening: Charging station equipment must be screened from adjacent properties and the right-of-way with native ornamental grasses that are sufficiently tall and dense, as feasible. Documentation providing the rationale for screening that is not feasible shall be submitted by the installer and approved by the Director of Community Development.
 - g. Pavement Marking: Lettering that states "EV Charging" or "EV Charging Only" and any marking to delineate accessible spaces, shall be the only pavement marking permitted to identify charging station spaces.
 - h. Equipment Protection: All equipment shall be protected via curbing, bollards, or similar protective structure or device.

[Sec. 13.309]

"Sec. 13.309. Electric Vehicle Charging Stations.

- A. A public charging station must be posted with a sign indicating the space is only for electric vehicle purposes.

- B. Days and hours of operation must be included if time limits or tow-away provisions are to be enforced by the property owner.
- C. Information identifying voltage and amperage levels or safety information shall be posted.
- D. Only signs required to identify the purpose and function of the charging station and corresponding parking space are allowed.
- E. Off-premises advertisement of goods and services is prohibited on LED screens or on any other component of the charging station through images or sound in conformance with Sign Code [Sec. 13.401].”

Parking in Striped Spaces Only

[Sec. 17.502.A.f]

“f. Striping: A painted stripe (of white or yellow) to define each parking space and loading berth shall be provided and be a minimum of four inches (4”) in width for the length of each space. All areas designated as fire lanes and/or no parking areas shall be striped and painted yellow. Parking of all vehicles shall be permitted only within striped spaces. Such spaces shall be designed, developed, and maintained in compliance with the provisions of section 17.502.A.”

Eliminate Vehicular Use Area Landscape %

[Sec. 17.604.B]

“B. Parking Lot Landscaping Requirements: In addition to the general design criteria prescribed in Section C: Landscape Plan Design Criteria, all Vehicle Use Areas designed with twenty (20) or more parking spaces shall be landscaped in accordance with the provisions of this Section 17.606.4.B. Final Parking Lot Landscaping plans shall be reviewed and approved as part of the Site Plan Review Process outlined in Article II of the Chapter.

~~*1. Interior Parking Lot Landscaping Areas:*~~

~~*a. The following percentage of the interior portion of all Vehicular Use Areas shall be improved with landscaping:*~~

- ~~*(1) 5,000 square feet or less — 0%*~~
- ~~*(2) 5,001 to 40,000 square feet — 5%*~~
- ~~*(3) 40,000 square feet or greater — 8%*~~

~~*b. The required interior landscaping may include areas dedicated to tree planting islands and those portions of the lot that are landscaped with live ground cover and additional landscaping that is not dedicated to otherwise required site perimeter landscaping.”*~~

Street Trees

[Sec. 17.604.E]

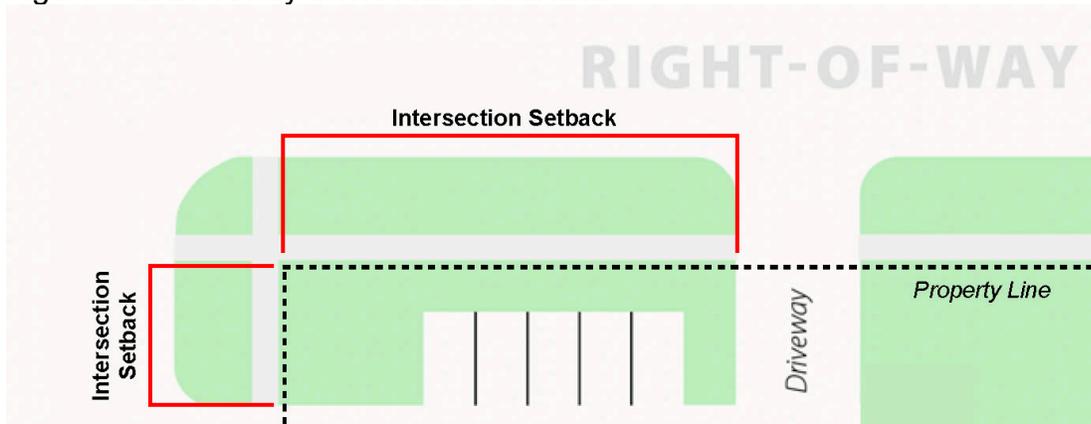
“E. *Right-Of-Way Landscaping Requirements: In addition to the general design criteria prescribed in Section 17.606.C: Landscape Plan Design Criteria, the following requirements shall also apply to landscaping in rights-of-way:*

1. *Scope: Where a zoning lot abuts a dedicated public right-of-way, trees shall be provided in accordance with the provisions of this Article, [the City of Wood Dale Engineering Design and Development Standards Manual](#) and Section 6.504 of the City Code.*
2. *Street Trees: The City shall have the discretion to require trees be planted outside of the right-of-way if the parkway is too narrow or overhead or buried utilities may conflict with the growth of street trees.”*

Correct Driveway Intersection Setback Graphic

[Sec. 17.502.C.3.a]

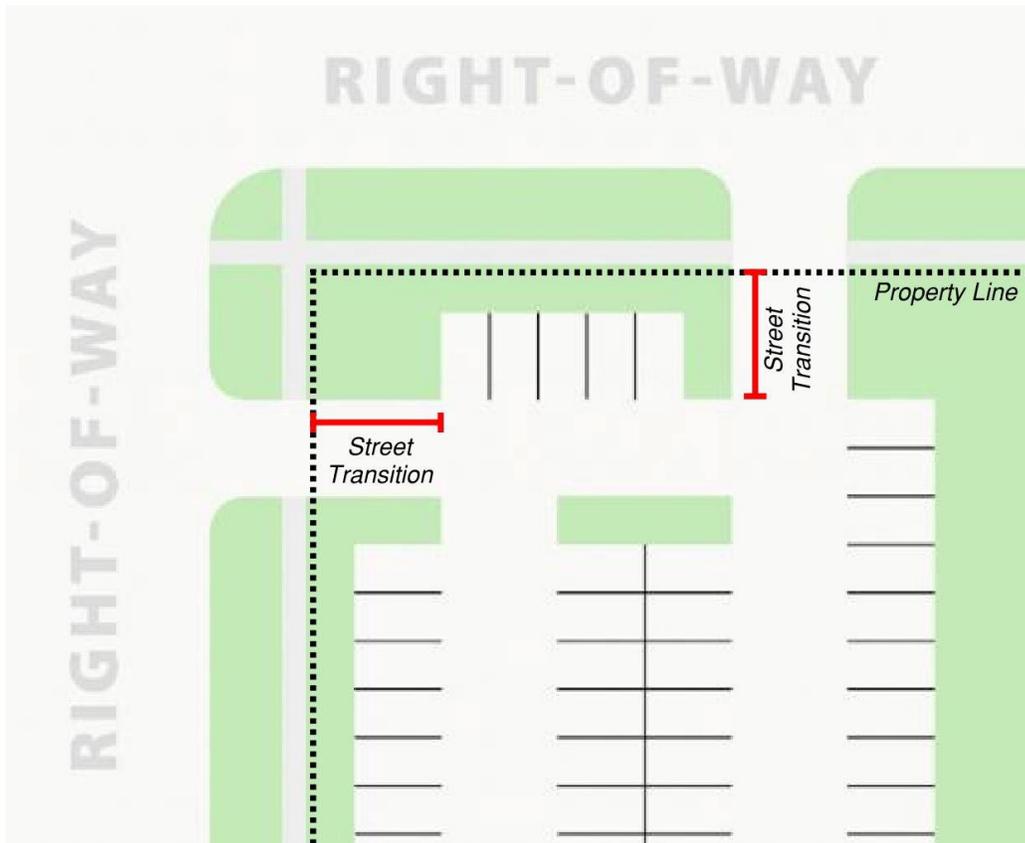
Figure 5-2: Driveway Intersection Setbacks



Correct Driveway Street Transition Graphic

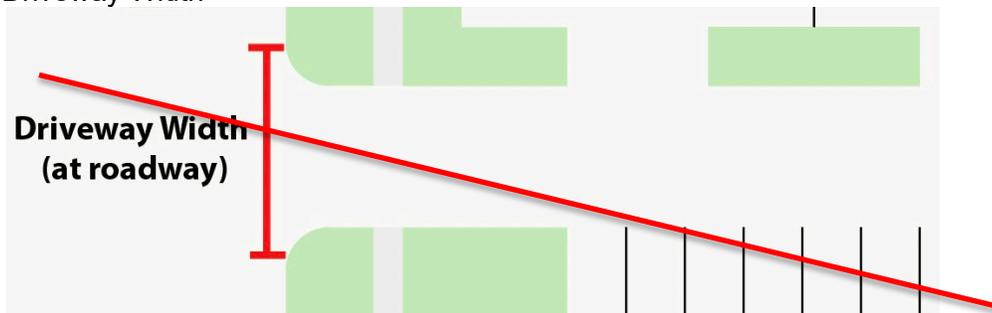
[Sec. 17.502.C.3.b]

Figure 5-3: Street Transitions



Eliminate Driveway Width Graphic

[Sec. 17.502.C.3.c]
Figure 5-4: Driveway Width



Scrivener's Errors

- [Sec. 17.206.C.1.a]**
1. *“Development Administrator Review. Site plan review by the Development Administrator in accordance with this Section will be required in connection with the following developments:*

- a. Any development or redevelopment in the TCCO – Thorndale Corridor Corporate Overlay District.”

[Sec. 17.302.M.3.b]

a. Regulation of Outdoor Storage Areas:

- (1) Areas used for the Outdoor Storage shall be permanently defined and screened with walls and/or fences as required by this Subsection (17.302.MB.3.b.), Article 6: Landscape and Tree Preservation, Article 2, Section 17.206: Site Plan Review, Article 109: Performance Standards and other applicable regulations of this Chapter.
- (23) Materials, colors, and design of screening walls and/or fences and the cover shall conform to those used as predominant materials and colors on the building, as shall be approved through requirements and processes of Article 2, Section 17.206: Site Plan Review.
- (34) All Outdoor Storage shall be effectively screened and enclosed by a solid wall or fence at least six feet (6') in height. If materials to be stored outdoors are in excess of six feet (6') in height, then an eight foot (8') solid wall or fence shall be utilized and landscape screening shall be provided in accordance with Article 6: Landscaping and Tree Preservation of this Chapter so as to minimize such views.
- (45) Areas for outdoor storage (including truck parking, loading areas, and similar activities) shall be located out of view from the public streets and screened as necessary to minimize such views.

[Sec. 17.302.M.5.a]

- a. “a. Outdoor Dining is permitted only in the C-1, C-2, C-2a, TCB, and TCCO and TIO districts.”

[Sec.17.401.M]

M. Thorndale Interchange Overlay (TIO) District: The Thorndale Interchange Overlay (TIO) District provides and maintains a thriving, first class business park environment that supports a range of business activities. The TICO functions as an overlay, adding regulations to the I-1 Industrial/Business Park District and C-2 Commercial Corridor District to enhance the character and quality of development in this unique area of the Wood Dale. The overlay is located generally at the IL-390 and Wood Dale Road Interchange, as depicted on the Zoning Map.”

[Sec.17.1001]

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These Design Guidelines help define Wood Dale’s vision for development and design character by encouraging high-quality site planning, landscaping, and design. The guidelines also serve as guiding principles for defining the physical form of development beyond basic use and building bulk regulations. These standards do not mandate or endorse one particular style of design, but rather

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New developments and major remodeling projects in the City's commercial districts (TCB, C-1, C-2, and C-2a) and industrial districts (I-1 and [TCCO](#) and [TIO](#)) will be reviewed according to these design guidelines as part of this Chapter's site plan review process with final approval by the City Council.

[Sec.17.1003.A.3]

"3. Industrial Districts: Industrial/Business Park Districts (I-1); Thorndale Corridor Overlay District ([TCCO](#)); Thorndale Interchange Overlay District (TIO)."

TEXT AMENDMENTS – CLEAN COPY

Authorize Variations to Tree Removal Requirements

[Sec. 17.204.C.5]

“5. Authorized Variations.

a. Permitted Variations. Subject to the prohibitions set forth in Section 17.204.C.5.b. below, and subject to the other provisions of this Section, the Community Development Commission may only consider and recommend the following variations:

- (1) To vary the applicable lot area, lot width, and lot depth requirements, subject to the following limitations:
 - (A) The minimum lot width and lot depth requirements shall not be reduced more than fifty percent (50%).*
 - (B) The minimum lot area for a single-family or two-family dwelling shall not be reduced more than forty-five percent (45%).*
 - (C) The minimum lot area per dwelling unit required for multiple-family dwellings shall not be reduced so as to permit more dwelling units than would be permitted by strict application of minimum lot area requirements.**
- (2) To vary applicable bulk regulations, including maximum height, lot coverage, and floor area ratio and minimum yard requirements.*
- (3) To vary applicable off street parking and off street loading requirements.*
- (4) To vary regulations relating to restoration of damaged or destroyed nonconforming structures.*
- (5) To vary the regulations relating to signs.*
- (6) To vary the regulations relating to fences.*
- (7) To vary the regulations relating to tree removal and replacement.”*

Special Use Limitations

[Sec. 17.205.B]

“9. Limitations on Special Use Permits. Subject to an extension of time granted by the Development Administrator pursuant to Section 17.201.A.12. of this Article, no special permit will be valid for a period longer than one year unless a building permit is issued and construction is actually begun within that period and is there-after diligently pursued to completion or unless a Certificate of Occupancy is issued and a use commended within that period. A special permit will be deemed to authorize only the particular use for which it was issued, and such permit will automatically expire and cease to be of any force or effect if such use will, for any reason, be discontinued for a period of six (6) consecutive months or more. Except when

otherwise provided in the Ordinance granting a special permit, a special permit will be deemed to relate to the lot itself.”

Public Sidewalks

[Sec. 17.302.E]

“E. Public sidewalks required. Any person subdividing or developing property shall install a public sidewalk along the frontage of the property as required per the City of Wood Dale Engineering Design and Development Standards Manual. This requirement shall be applicable when any one of the following improvements are made on a lot:

1. A new principal building or structure is constructed, or
2. An existing building floor area is increased by more than 75 percent.

Sidewalk, Driveway & Parking Lot Exception

[Sec. 17.305.D]

“2. Detached Accessory Structures, Except Fences, Walls, Parking Lots, Driveways, and Sidewalks:

a. Minimum rear and side yard: Detached accessory structures, shall be located at least five feet (5') from any side or rear lot line, or ten feet (10') from the centerline of the adjacent alley, if one exists. In no case shall an accessory structure be permitted in any public utility or drainage or access easement.”

6. Accessory structures (such as tool, garden storage sheds, gazebos, cabanas and other accessory structures not otherwise specified in Section 17.305 Accessory Structures and Uses shall comply with the following:

- a. Maximum area: Combined square footage of all accessory structures, excluding flatwork such as parking lots, driveways and sidewalks, shall not exceed twelve percent (12%) of the lot area.
- b. Maximum number: One such structure may be permitted per Zoning Lot.

[Sec. 17.305.C]

Table 3-1: Permitted Yard Encroachments

Structure	Front Yard	Corner Side Yard	Rear Yard	Side Yard
Driveways and sidewalks ¹⁵	P	P	P	P

NOTES:

15. The maximum sidewalk width for a private sidewalk in a residential district shall be 5 feet (5').

Above Ground Pools Lot Coverage

[Sec. 17.305.D.3]

“3. Swimming Pools, Hot Tubs, And Outdoor Spas:

- a. *Swimming pools, hot tubs or outdoor spas and any deck attached thereto, may be located no closer than five feet (5') to any fence or property line.*
- b. *Swimming pools, hot tubs and outdoor spas shall be set back from all overhead electric distribution, aboveground service utility transformer, pedestal, meter, and any buried electric distribution or service utility line as required by Chapter 12: Building Code of this Code.*
- c. *All swimming pools, hot tubs, and outdoor spas, hereinafter referred to as “pool”, shall provide adequate enclosure when not in use or supervised. Said enclosure shall comply with Building Code regulations as identified in Chapter 12: Building Code of this Code.*
- d. *In ground pools, hot tubs, and outdoor spas shall count towards impervious lot coverage, however, above ground swimming pools shall not count towards lot coverage.”*

Lot Width Definition Consistency

[Sec. 17.103.C]

“LOT WIDTH: The horizontal distance between the side lot lines of a lot measured within the lot boundary along the front building line.”

[Sec. 17.402.A]

A. Estate Residential District (R-1).

Estate Residential District (R-1)	
Minimum Lot Area (sq. ft.)	15,000 SF
Minimum Lot Width (ft.)	100 ft
Minimum Lot Depth	150 ft
Minimum Front Yard Setback (ft.)	25 ft
Minimum Corner Side Yard Setback (ft.)	25 ft
Minimum Side Yard (ft.)	10% of lot width or 10 ft, whichever is less
Minimum Rear Yard	30 ft
Maximum Lot Coverage	40%
Maximum Building Height	30 ft

[Sec. 17.402.B]

B. Large Lot Single-Family District (R-2).

Large Lot Single-Family District (R-2)	
Minimum Lot Area (sq. ft.)	10,000 SF
Minimum Lot Width (ft.)	80 ft
Minimum Lot Depth	125 ft
Minimum Front Yard Setback (ft.)	25 ft

Minimum Corner Side Yard Setback (ft.)	25 ft
Minimum Side Yard (ft.)	10 ft or 10% of lot width, whichever is less
Minimum Rear Yard	30 ft
Maximum Lot Coverage	40%
Maximum Building Height	30 ft

[Sec. 17.402.C]

C. Single-Family District (R-3).

Single-Family District (R-3)	
Minimum Lot Area (sq. ft.)	8,625 SF
Minimum Lot Width (ft.)	65 ft
Minimum Lot Depth	130 ft
Minimum Front Yard Setback (ft.)	25 ft
Minimum Corner Side Yard Setback (ft.)	25 ft
Minimum Side Yard (ft.)	10 ft or 10% of lot width, whichever is less
Minimum Rear Yard	30 ft
Maximum Lot Coverage	40%
Maximum Building Height	30 ft

[Sec. 17.402.D]

D. Medium Density Single-Family District (R-4).

Medium Density Single-Family District (R-4)	
Minimum Lot Area (sq. ft.)	7,500 SF
Minimum Lot Width (ft.)	50 ft
Minimum Lot Depth	150 ft.
Minimum Front Yard Setback (ft.)	25 ft
Minimum Corner Side Yard Setback (ft.)	25 ft
Minimum Side Yard (ft.)	10% of lot width or 10 ft, whichever is less
Minimum Rear Yard	30 ft
Maximum Lot Coverage	40%
Maximum Building Height	30 ft

[Sec. 17.402.E]

E. General Residential (R-G).

TABLE 4-2: General Residential (R-G)					
	Single Family Detached	Duplex/ Two Family	SF Attached (Townhome)	Multiple Family	Non-Residential
Minimum Lot Area (sq. ft.)	7,500 SF	8,620 SF	8,225 SF	6,000 SF	10,000
Minimum Lot Width (ft.)	60 ft	75 ft	75 ft	65 ft	75 ft

Minimum Lot Width, Corner lot (ft.)	90 ft	90 ft	90 ft	80 ft	90 ft.
Minimum Lot Depth	115 ft	115 ft	110 ft	90 ft	90 ft.
Minimum Front Yard Setback (ft.)	25 ft	25 ft	25 ft	25 ft	25 ft.
Minimum for each Side Yard per (ft.)	10 ft or 10% of lot width, whichever is less	10 ft or 10% of lot width, whichever is less	10 ft (see Additional Standards Subsection 6)	10 ft (see Additional Standards Subsection 6)	15 feet (see Additional Standards Subsection 6)
Minimum Rear Yard	30 ft.	30 ft.	30 ft.	30 ft.	30 ft.
Maximum Lot Coverage	40%	80%	80%	80%	80%
Maximum Building Height	30 ft	30 ft	30 ft	65 ft	60 ft.
Maximum Density (du/acre)	-	-	16.0 du/acre	45 du/acre	-

[Sec. 17.403.A]

A. Town Center Business (TCB).

TCB Town Center Business District	
Minimum Lot Area (sq. ft.)	20,000 SF
Minimum Lot Width (ft.)	100 ft
Minimum Lot Depth	120 ft
Minimum Front Yard Setback (ft.)	60 ft. (see Additional Standards Subsection 6b)
Minimum Side Yard Setback (ft.)	5 ft. (see Additional Standards Subsection 6c)
Minimum Corner Side Yard Setback (ft.)	5 ft. (see Additional Standards Subsection 6c)
Minimum Rear Yard Setback (ft.)	25 ft.
Maximum Lot Coverage	80%
Maximum Building Height (ft.)	50 ft. (see Additional Standards Subsection 6a)
Transitional Yard	Additional Standards (Subsection 6d and 6e)

[Sec. 17.403.B]

B. Neighborhood Commercial (C-1).

Neighborhood Commercial (C-1)	
Minimum Lot Area (sq. ft.)	19,000 SF
Minimum Lot Width (ft.)	100 ft.
Minimum Lot Depth	120 ft
Minimum Front Yard Setback (ft.)	60 ft. (see Additional Standards Subsection 6b)
Minimum Side Yard Setback (ft.)	5 ft. (see Additional Standards Subsection 6c)

Minimum Corner Side Yard Setback (ft.)	5 ft. (see Additional Standards Subsection 6c)
Minimum Rear Yard	25 ft
Maximum Lot Coverage	80%
Maximum Building Height	40 ft (see Additional Standards Subsection 6a)
Transitional Yard	(see Additional Standards Subsection 6d)

[Sec. 17.403.C]

C. Corridor Commercial District (C-2).

Corridor Commercial District (C-2)	
Minimum Lot Area (sq. ft.)	50,000 SF
Minimum Lot Width (ft.)	100 ft.
Minimum Lot Depth	120 ft
Minimum Front Yard Setback (ft.)	80 ft. (see Additional Standards 6d)
Minimum Side Yard (ft.)	5 ft. (see Additional Standards 6b)
Minimum Rear Yard	25 ft.
Maximum Lot Coverage	80%
Maximum Building Height	40 ft (see Additional Standards 6a)
Transitional Yards	(see Additional Standards Subsection 6d)

[Sec. 17.403.D]

D. Southeast Irving Park Corridor Commercial District (C-2a):

Corridor Commercial District - SE IPR (C-2a)	
Minimum Lot Area (sq. ft.)	29,000 SF
Minimum Lot Width (ft.)	120 ft.
Minimum Lot Depth	125 ft.
Front Yard Build-to Line	8 ft.
Minimum Corner Side Yard (ft.)	5 ft. (see Additional Standards Subsection 6b)
Minimum Rear Yard	25 ft.
Maximum Lot Coverage	80%
Maximum Building Height	40 ft. (see Additional Standards Subsection 6a)

[Sec. 17.403.E]

E. Service/Commercial District (C-3).

Service/Commercial District (C-3)	
Minimum Lot Area (sq. ft.)	13,000 SF
Minimum Lot Width (ft.)	100 ft
Minimum Lot Depth	130 ft.
Minimum Front Yard Setback (ft.)	Average Front Yard Setback of existing principal structures currently located on the block.
Minimum Side Yard (ft.)	5 ft.
Minimum Corner Side Yard Setback (ft.)	5 ft.
Minimum Rear Yard	0 ft.

Maximum Lot Coverage	70%
Maximum Building Height	30 ft.

[Sec. 17.404.A]

A. Industrial/Business Park District (I-1).

Industrial/Business Park District (I-1)	
Minimum Lot Area (sq. ft.)	2 acres
Minimum Lot Width (ft.)	200 ft.
Minimum Front Yard Setback (ft.)	40 ft.
Minimum Side Yard (ft.)	20 ft.
Minimum Corner Side Yard Setback (ft.)	20 ft.
Minimum Rear Yard	20 ft.
Maximum Lot Coverage	80%
Maximum Building Height	45 ft.

[Sec. 17.404.C]

C. Thorndale Interchange Overlay (TIO).

TIO District Overlay	
Minimum Development Area (acres)	10 acres (see Additional Standards: Section 5b).
Minimum Lot Width (ft.)	As approved per PUD.
Minimum Front Yard Setback (ft.)	50 feet, or as approved per PUD.
Minimum Side Yard (ft.)	As approved per PUD.
Minimum Rear Yard	As approved per PUD.
Maximum Lot Coverage	As approved per PUD.
Maximum Building Height	60 feet, or higher as may be approved by a PUD.

Electric Vehicle Charging

[Sec. 17.103.C]

C. Definitions: The following words and terms when used in the interpretation and administration of this chapter shall have the meaning set forth herein except where otherwise specifically indicated. Words and terms not defined herein shall be defined as specified in the latest published edition of “Webster’s New Collegiate Dictionary”.

MOTOR VEHICLE:	<i>Any motor powered device in, upon or by which any person or property may be transported, including any self-propelled device which derives motive power from an internal combustion engine, electricity, hydrogen fuel cell, or other alternative power source as determined by the Development Administrator.</i>
ELECTRIC VEHICLE	<i>Any vehicle that is licensed and registered on public and private highways, roads, and streets that contains original,</i>

	<p><i>stock equipment from the vehicle manufacturer to accept charging from an electric vehicle charging station and that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery for motive purpose. "Electric vehicle" includes: (1) a battery powered electric vehicle operated solely by electricity, (2) a plug-in hybrid electric vehicle that operates on electricity and gasoline and has a battery that can be recharged from an external source, (3) electric scooters or motorcycles.</i></p>
<p>ELECTRIC VEHICLE CHARGING STATION</p>	<p><i>An electrical component assembly or cluster of component assemblies designed specifically to charge batteries located within electric vehicles. The charging station may also contain appurtenances for the purposes of customer payment.</i></p>

[Sec. 17.305.C]

C. Permitted Yard Encroachments:

- 1. Accessory Structures and Uses may be permitted in established yards as indicated with a "P" in Table 3-1: Permitted Yard Encroachments..*
- 2. Accessory structures and uses not listed in Table 3-1: Permitted Yard Encroachments shall be prohibited as in yards.*

Table 3-1: Permitted Yard Encroachments

Structure	Front Yard	Corner Side Yard	Rear Yard	Side Yard
<i>Eaves and gutters¹⁰</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>
<i>Electric Vehicle (EV) Charging Stations</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>
<i>Flagpoles</i>	<i>P</i>	<i>P</i>	<i>P</i>	

[Sec. 17.305.F. Sustainable energy systems]

[Sec. 17.305.F.3]

3. "Electric Vehicle Charging Stations (EVCS)

- a. Purpose: The purpose of this Section (17.305.F.3.) is to encourage safe and efficient use of electric vehicles in the City of Wood Dale to reduce the use and impact of fossil fuels. The below provisions also seek to ensure the appearance of Electric Vehicle Charging Stations are compatible with the character of the principal structure and surrounding neighborhood.*
- b. General Provisions: Electric vehicle charging stations are permitted as an accessory structure to a principal Permitted or Special Use subject to the provisions of Section (17.305) of the City Code.*
- c. Location: Electric vehicle charging station equipment shall not block any public right-of-way. If located within a parking lot, electric vehicle charging*

- stations shall not impede the movement or site access for motor vehicles, pedestrians, bicyclists, or any other road user.*
- d. Signage: Signage shall be regulated by Sec. 13.309.*
 - e. Parking: Charging station spaces reserved only for electric vehicles may be included in the overall calculation of minimum parking spaces required for the primary use by this Chapter, provided that such charging station spaces do not:

 - 1. Account for more than 10% of the minimum required number of on-site parking spaces. Subject to the conditions of this Article, additional charging station spaces may be constructed but they will not count towards the minimum parking requirement.*
 - 2. Reduce the dimensions of adjoining spaces or the parking aisle or reduce the number of available spaces below the minimum required by Article V Off Street Parking and Loading.*
 - 3. Accessibility: If any EV charging stations are constructed in non-single-family residential districts, a minimum of one accessible charging station with an adjacent accessible parking space shall be installed per development in compliance with all local, state, and federal accessibility requirements. Accessible charging stations are not required to be designated for exclusive use of persons with disabilities, unless required to meet the overall minimum number accessible parking spaces per [Sec.17.502.G] Accessible Parking.**
 - f. Screening: Charging station equipment must be screened from adjacent properties and the right-of-way with native ornamental grasses that are sufficiently tall and dense, as feasible. Documentation providing the rationale for screening that is not feasible shall be submitted by the installer and approved by the Director of Community Development.*
 - g. Pavement Marking: Lettering that states "EV Charging" or "EV Charging Only" and any marking to delineate accessible spaces, shall be the only pavement marking permitted to identify charging station spaces.*
 - h. Equipment Protection: All equipment shall be protected via curbing, bollards, or similar protective structure or device.*

[Sec. 13.309]

"Sec. 13.309. Electric Vehicle Charging Stations.

- A. A public charging station must be posted with a sign indicating the space is only for electric vehicle purposes.*
- B. Days and hours of operation must be included if time limits or tow-away provisions are to be enforced by the property owner.*
- C. Information identifying voltage and amperage levels or safety information shall be posted.*
- D. Only signs required to identify the purpose and function of the charging station and corresponding parking space are allowed.*
- E. Off-premises advertisement of goods and services is prohibited on LED screens or on any other component of the charging station through images or sound in conformance with Sign Code [Sec. 13.401]."*

Parking in Striped Spaces Only

[Sec. 17.502.A.f]

“f. Striping: A painted stripe (of white or yellow) to define each parking space and loading berth shall be provided and be a minimum of four inches (4”) in width for the length of each space. All areas designated as fire lanes and/or no parking areas shall be striped and painted yellow. Parking of all vehicles shall be permitted only within striped spaces. Such spaces shall be designed, developed, and maintained in compliance with the provisions of section 17.502.A.”

Eliminate Vehicular Use Area Landscape %

[Sec. 17.604.B]

“B. Parking Lot Landscaping Requirements: In addition to the general design criteria prescribed in Section C: Landscape Plan Design Criteria, all Vehicle Use Areas designed with twenty (20) or more parking spaces shall be landscaped in accordance with the provisions of this Section 17.606.4.B. Final Parking Lot Landscaping plans shall be reviewed and approved as part of the Site Plan Review Process outlined in Article II of the Chapter.

Street Trees

[Sec. 17.604.E]

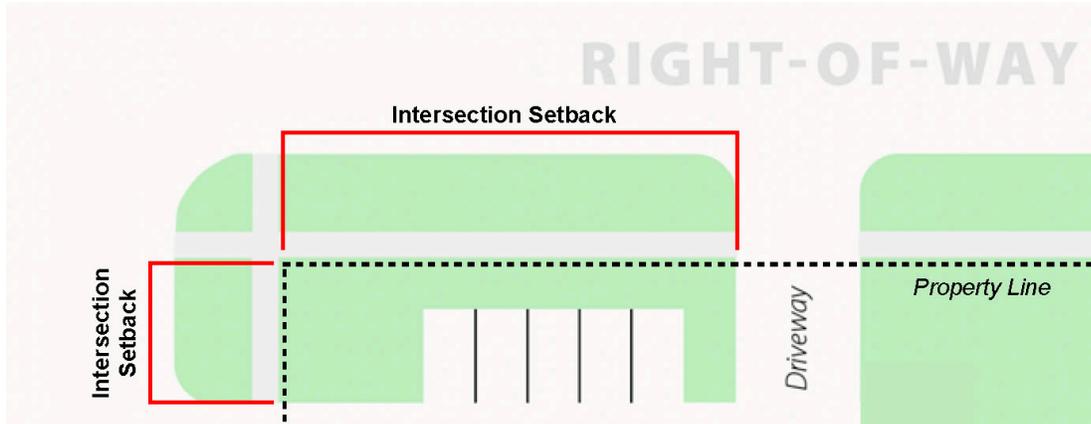
“E. Right-Of-Way Landscaping Requirements: In addition to the general design criteria prescribed in Section 17.606.C: Landscape Plan Design Criteria, the following requirements shall also apply to landscaping in rights-of-way:

- 1. Scope: Where a zoning lot abuts a dedicated public right-of-way, trees shall be provided in accordance with the provisions of this Article, the City of Wood Dale Engineering Design and Development Standards Manual and Section 6.504 of the City Code.*
- 2. Street Trees: The City shall have the discretion to require trees be planted outside of the right-of-way if the parkway is too narrow or overhead or buried utilities may conflict with the growth of street trees.”*

Correct Driveway Intersection Setback Graphic

[Sec. 17.502.C.3.a]

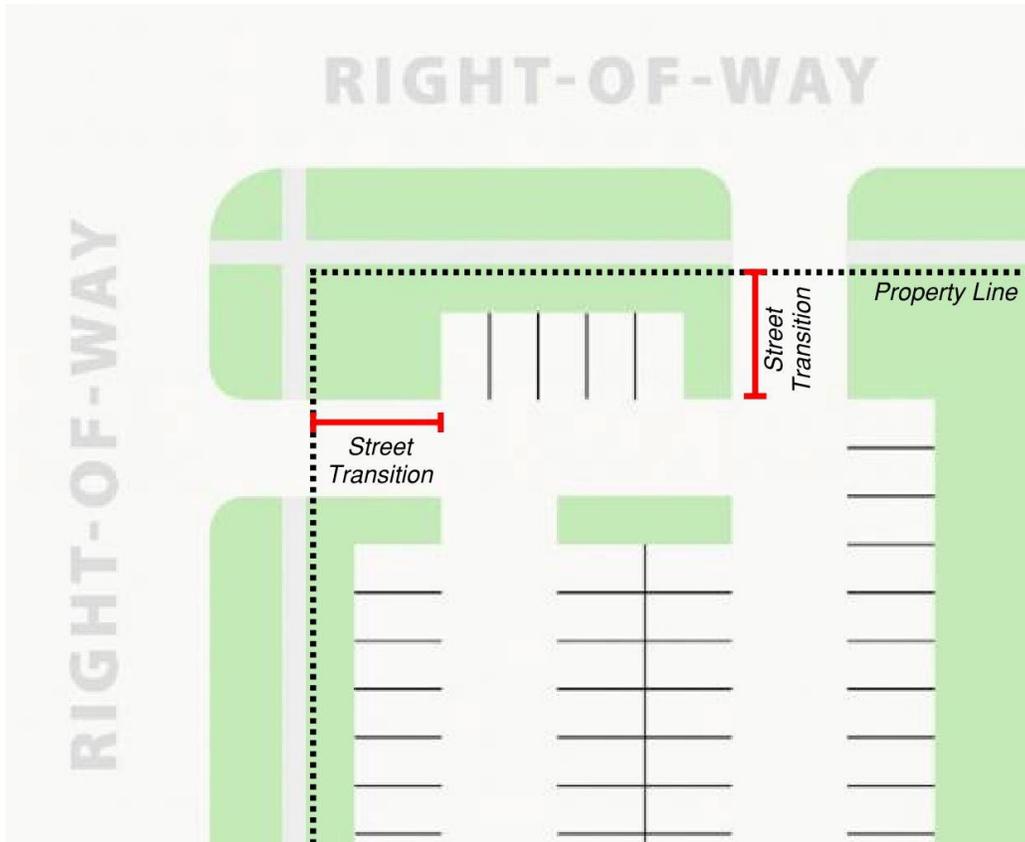
Figure 5-2: Driveway Intersection Setbacks



Correct Driveway Street Transition Graphic

[Sec. 17.502.C.3.b]

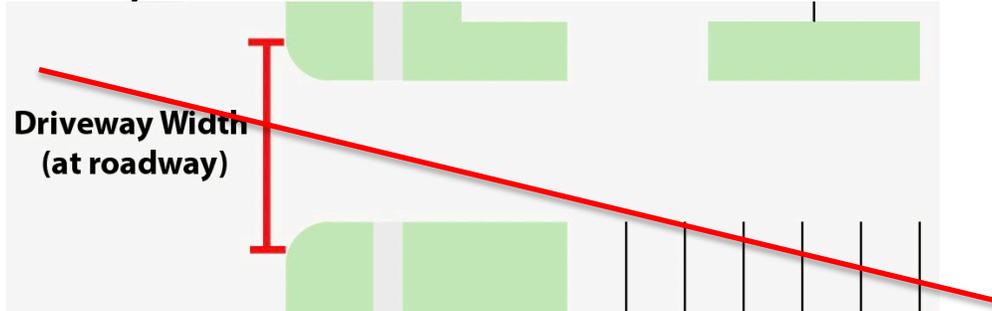
Figure 5-3: Street Transitions



Eliminate Driveway Width Graphic

[Sec. 17.502.C.3.c]

Figure 5-4: Driveway Width



Scrivener's Errors

[Sec. 17.206.C.1.a]

1. *“Development Administrator Review. Site plan review by the Development Administrator in accordance with this Section will be required in connection with the following developments:*
 - a. *Any development or redevelopment in the TCC – Thorndale Corridor Corporate Overlay District.”*

[Sec. 17.302.M.3.b]

- a. *Regulation of Outdoor Storage Areas:*
 - (1) *Areas used for the Outdoor Storage shall be permanently defined and screened with walls and/or fences as required by this Subsection (17.302.M.3.b.), Article 6: Landscape and Tree Preservation, Article 2, Section 17.206: Site Plan Review, Article 10: Performance Standards and other applicable regulations of this Chapter.*
 - (2) *Materials, colors, and design of screening walls and/or fences and the cover shall conform to those used as predominant materials and colors on the building, as shall be approved through requirements and processes of Article 2, Section 17.206: Site Plan Review.*
 - (3) *All Outdoor Storage shall be effectively screened and enclosed by a solid wall or fence at least six feet (6') in height. If materials to be stored outdoors are in excess of six feet (6') in height, then an eight foot (8') solid wall or fence shall be utilized and landscape screening shall be provided in accordance with Article 6: Landscaping and Tree Preservation of this Chapter so as to minimize such views.*
 - (4) *Areas for outdoor storage (including truck parking, loading areas, and similar activities) shall be located out of view from the public streets and screened as necessary to minimize such views.*

[Sec. 17.302.M.5.a]

- a. *“a. Outdoor Dining is permitted only in the C-1, C-2, C-2a, TCB, and TCC and TIO districts.”*

[Sec.17.401.M]

M. Thorndale Interchange Overlay (TIO) District: The Thorndale Interchange Overlay (TIO) District provides and maintains a thriving, first class business park environment that supports a range of business activities. The TIO functions as an overlay, adding regulations to the I-1 Industrial/Business Park District and C-2 Commercial Corridor District to enhance the character and quality of development in this unique area of the Wood Dale. The overlay is located generally at the IL-390 and Wood Dale Road Interchange, as depicted on the Zoning Map.”

[Sec.17.1001]*17.1001 Purpose*

These Design Guidelines help define Wood Dale’s vision for development and design character by encouraging high-quality site planning, landscaping, and design. The guidelines also serve as guiding principles for defining the physical form of development beyond basic use and building bulk regulations. These standards do not mandate or endorse one particular style of design, but rather communicate the character and quality through which buildings can contribute to Wood Dale’s quality of place.

New developments and major remodeling projects in the City’s commercial districts (TCB, C-1, C-2, and C-2a) and industrial districts (I-1 and TCC and TIO) will be reviewed according to these design guidelines as part of this Chapter’s site plan review process with final approval by the City Council.

[Sec.17.1003.A.3]

“3. Industrial Districts: Industrial/Business Park Districts (I-1); Thorndale Corridor Overlay District (TCC); Thorndale Interchange Overlay District (TIO).”



COMMUNITY DEVELOPMENT COMMISSION MINUTES

Committee Date: July 15, 2024
Present: April Jaeger-Rudnicki, Jay Babowice, Mitchell Tau
Jim Parenti
Absent: Jaime Ochoa, Richard Petersen, Teresa Szatko
Also Present: Attorney Sean Conway, Gosia Pociecha, Andrew Koterak

Meeting Convened at: 7:00 p.m.

CALL TO ORDER

Mr. Tau made a motion, seconded by Ms. Rudnicki, to appoint Mr. Parenti as Chairman Pro Tem. A roll call vote was taken with all members voting aye. Motion carried.

Attorney Sean Conway will act as the meeting facilitator.

APPROVAL OF MINUTES

Mr. Parenti made a motion, seconded by Mr. Tau, to approve the minutes of the May 20, 2024 meeting. A roll call vote was taken with all members voting aye; motion carried.

PUBLIC HEARINGS

CASE NO. CDC-2024-0005

Ms. Pociecha explained the reason for the Public Hearing; specifically, that multiple text amendments to the Unified Development Ordinance (UDO) Chapter 17 of the Municipal Code and to the Sign Code, Chapter 13 are being proposed. The purpose of the text amendments is to clarify certain definitions and regulations including but not limited to regulations related to accessory structures, landscaping, parking, zoning applications, public improvements, to correct discrepancies and typos within the text, and to add regulations pertaining to electric vehicle charging.

DISCUSSION

Ms. Pociеча noted that subsequent to the re-write of the UDO in 2022, and upon the overall, practical use of that document by staff since its adoption, these revisions were necessary. Thus, the need to conduct a Public Hearing. She compared the existing language to each of the proposed twelve (12) text amendments listed in the staff memo dated July 15, 2024 (See attached).

Mr. Parenti made a motion, seconded by Ms. Rudnicki, to close the Public Hearing at 7:30 P.M. A roll call vote was taken with all members voting aye. Motion carried.

RECOMMENDATION

Ms. Rudnicki made a motion, seconded by Mr. Babowice, that based on the submitted petition and the testimony presented, the proposed text amendments to the United Development Ordinance (UDO), Chapter 17 of the Municipal Code, and to the Sign Code, Chapter 13 of the Municipal Code are consistent with Comprehensive Plan and are in keeping with the purpose and intent of the UDO, and, therefore, I move that the Community Development Commission adopt the recommendations of the staff memo dated July 15, 2024 as the findings of the Community Development Commission and recommend to the City Council approval of the text amendments to the Unified Development Ordinance (UDO) Chapter 17 and the Sign Code, Chapter 13 of the Municipal Code in Case No. CDC-2024-0005.

A roll call vote was taken with the following results:

Ayes; Rudnicki, Parenti, Tau, Babowice

Nays; None

Abstain: None

Motion carried.

STAFF LIAISON REPORT

There will be a meeting on August 19th.

ADJOURNMENT

The meeting was adjourned at 7:40 P.M.

Minutes taken by Marilyn Chiappetta



PUBLIC WORKS
COMMITTEE MINUTES

Committee Date: July 11, 2024
Present: Alderman Art Woods, Alderman Curiale, Alderman Messina, Alderman Jakab, Alderman Ames, Alderman Artie Woods, Alderman Catalano
Absent: Alderman Susmarski
Also Present: Mayor Pulice, City Manager Mermuys, Director Lange, Director Ibares, Officer McGlynn, City Clerk Curiale, Treasurer Porch
Meeting Convened at: 07:30pm

APPROVAL OF MINUTES:

Ald. Jakab made a motion, seconded by Ald. Ames, to approve the minutes of the June 13, 2024 , meeting as presented. A voice vote was taken, with all members voting aye.

REPORT & RECOMMENDATION

- i. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND CHICAGOLAND PAVING CONTRACTORS INC. FOR THE FY 2025 PAVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$79,135.00

DISCUSSION:

No questions.

VOTE:

Ald. Jakab made a motion, seconded by Ald Ames, to Approve a Agreement Between the City of Wood Dale and Chicagoland Paving Contractors Inc. for the FY2025 Pavement Patching Program in an Amount not to Exceed \$79,135.00. A roll call vote was taken, with the following results:

Ayes: Alderman Art Woods, Alderman Curiale, Alderman Messina, Alderman Jakab, Alderman Ames, Alderman Artie Woods, Alderman Catalano
Nays: None
Abstained: None
Motion: Motion passed



ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- I. Tree Ordinance Amendments – August
- II. Stormwater/Wood Dale for a Greener Tomorrow Merge – August
- III. Elizabeth Drive MUP/Bridge Easements, Land Acquisition, Maintenance Agreements – TBD
- IV. Streetlight Installation - TBD

ADJOURNMENT:

Ald. Jakab made a motion, seconded by Ald Ames, to adjourn the meeting at 07:32 p.m. Upon a voice vote, the motion carried unanimously.

Minutes taken by Julie Szabo



REQUEST FOR COMMITTEE ACTION

Referred to Council: August 8, 2024
Subject: IL-390 Entryway Sign
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of a Proposal from Landmark Sign Group for the Purchase and Installation of a City Entryway Sign to be Located on S Thorndale Avenue at the IL-390 Eastbound Exit Ramp

RECOMMENDATION:

Staff Recommends Approval of a Proposal from Landmark Sign Group for the Purchase and Installation of a City Entryway Sign to be Located on S Thorndale Avenue at the IL-390 Eastbound Exit Ramp.

BACKGROUND:

The installation of an entryway sign at the IL-390 East exit onto Wood Dale Road was included under the Community Aesthetics section of the most recent City of Wood Dale Strategic Plan. The sign would be placed along S Thorndale Avenue as vehicles exit eastbound IL-390 and approach Wood Dale Road. This area is under the jurisdiction of the DuPage County Division of Transportation. The entryway sign will be of the same design as the other locations throughout the City.

ANALYSIS:

The cost for the manufacture and installation of the sign is \$19,130.00. There will be additional costs from Com Ed and the City's electrical contractor to power the sign, as well as the City's landscaping contractor to install and maintain the surrounding plant bed. Those costs are estimated to be an additional \$12,000 - \$15,000. Funds will be taken from the City's Tourism fund.

DOCUMENTS ATTACHED

- ✓ Sign Location
- ✓ Sign Detail
- ✓ Purchase Agreement



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Customer Acceptance SIGNATURE DATE

X
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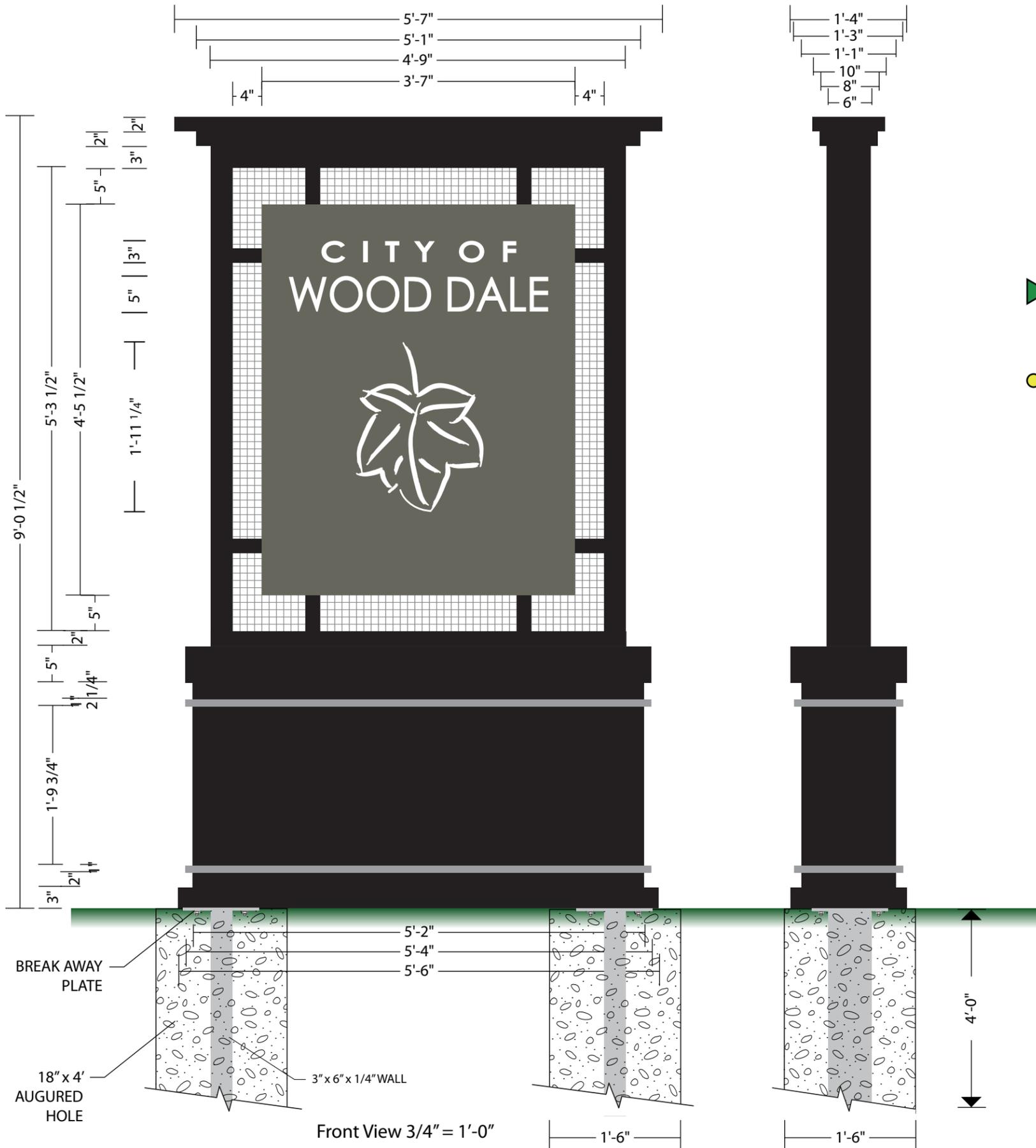
L.S.G SALES INITIALS DATE

Landmark Sign group

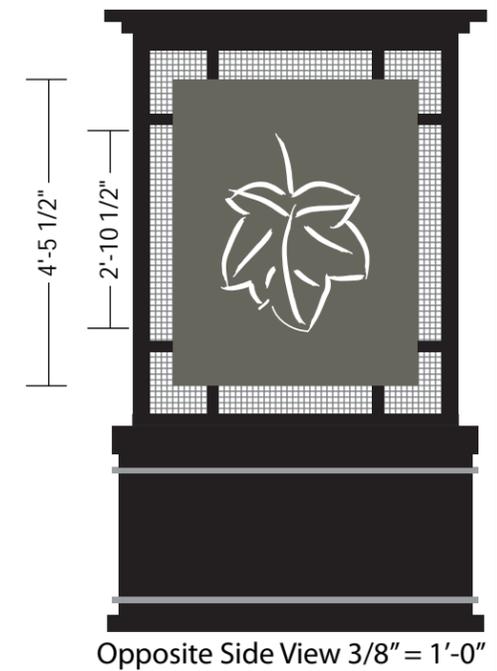
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KB-26449-7

KEITH BERINGER, JR.
 LSG SALES REPRESENTATIVE

01.12.2022
 DATE

CITY OF WOOD DALE
 CLIENT NAME

S. THORNDALE WOOD DALE, IL
 JOB LOCATION

LS AS NOTED
 DRAWN BY SCALE

REVISIONS:
 1. UPDATED BACK SPECS & ADDED ADDRESS 12.08.22 LS
 2. CHANGED THE ADDRESS 07-17-24 CA

ML-25358-1/19
ML-25358-2/19



Designed for 110/277 Volts
 Electrical Connection will be Visible within 5 Ft. at time of Installation; Second Trip will be Charged at Time & Material

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Purchase Agreement

Salesperson Phoebie Vagner & Jason Moorehead
 Contract # Entryway Sign
 Date Thursday, July 18, 2024

AGREEMENTS MADE BETWEEN LANDMARK SIGN GROUP. HEREIN CALLED SELLER, AND BUYER:

Name of Firm	<u>City of Wood Dale</u>	Contact	<u>Alan Lange</u>
Billing Address	<u>790 N. Central Ave. Wood Dale, IL 60191</u>	Phone	<u>630-787-3761</u>
Name of Display	<u>City of Wood Dale</u>	email	<u>alange@wooddale.com</u>
Address of Instal	<u>S. Thorndale Wood Dale, IL 60191</u>	mobile	<u></u>

1. SALE: Seller shall, to buyer's special order and specifically for Buyer's use construct for and sell to Buyer, and Buyer shall purchase from Seller, the advertising display (s) herein called, "display", in accordance with the terms of this AGREEMENT. At the option of the parties, a design approved and initialed by the parties may be attached hereto in lieu of, or to supplement the specifications set forth herein below.

5. PRICE AND TERMS:

a)	Price of display (s)	\$19,130.00
b)	Sales or Use Tax	\$0.00
c)	Subtotal	\$19,130.00
d)	Less Down Payment (rec'd 50%)	\$9,565.00
e)	Subtotal	\$9,565.00
f)	Sign Permits (at actual cost)	
g)	Permit Handling Fee	\$250.00
h)	Balance due upon installation (e,f,g)	\$9,815.00

2. SPECIFICATIONS Design # 1
 Number of displays: KB-26449-7

KB-26449-7: One (1) face illuminated routed shoebox face sign can with perforated metal and aluminum tube frame.	
Cost	\$16,500.00
Installation Cost / Survey Cost	\$2,630.00
Sign Cost	\$16,500.00
Total for signs and installation	\$19,130.00

*Applicable taxes payable under the laws of the state of installation not set forth herein are additional to the quoted price, unless paid directly by the Buyer.

**Permit Costs cannot be predetermined
All unpaid balances shall bear interest at the rate of (1 1/2%) one and one-half percent per month after thirty (30) days from the date of installation

Buyer: _____
 BY: _____
 Title: _____ Date: _____
 (Please Print Name)
 TELEPHONE NUMBER: _____

6. **UNCONDITIONAL AND ABSOLUTE PERSONAL GUARANTY:**
 WHEREAS, LANDMARK SIGN GROUP, hereinafter referred to as SELLER is negotiating with _____, hereinafter referred to as BUYER, to enter into a purchase agreement for the construction and sale of certain property. and, WHEREAS, to induce SELLER to enter into said contract, _____, hereinafter referred to as GUARANTOR, wishes to guaranty any such contract(s) NOW THEREFORE.

a. Guarantor hereby absolutely and unconditionally personally guarantees the prompt payment and performance, when due, of any and every installment and obligation under any contract of contracts entered between the Seller and Buyer.

b. This guarantee shall include, but not limited to, any and all sums, late charges, disbursements, costs, expenses, legal fees, and any deficiency upon enforcement of collateral which is due and owing to assignee.

c. Guarantor consents that without notice to or further assent by guarantor the obligation of Buyer under any contract hereby guaranteed may be renewed, extended, modified, premature, released, settled or compromised by Seller in liquidation, adjustment on bankruptcy or receivership proceeding or like, as it may deem advisable and that any security for said indebtedness which Seller may hold be exchanged, sold, released, or surrendered by it as may deem advisable without impairing or affecting the obligation of the guarantor hereunder.

d. Guarantor waives any and all notice of the acceptance of this guaranty, or of the creation, renewal, or accrual of any obligations or liabilities of Buyer, present of future, any and every obligation or liability of Buyer to Seller herein described shall conclusively be presumed to be in reliance upon this guarantee. Guarantor waives protest, presentment, demand for payment notice of default or non-payment and notice of dishonor to or upon Grantor, Buyer or any other party liable for Buyer's obligations hereby guaranteed.

e. Seller is hereby empowered or authorized upon the occurrence of any of the following events by Buyer or Guarantor to accelerate or declare a default hereunder the balance due without notice or demand on any obligation of Buyer or Guarantor: (1) Default in payment or performance of any and all obligations guaranteed in this guaranty agreement, (2) A petition in bankruptcy being filed, (3) State receivership on assignment for benefit of creditors being filed, (4) Judgement is obtained or writ of attachment being issued, (5) Change of financial or business condition that in the opinion of the Seller will materially impair its security or increase its risk.

f. This guaranty is assignable by the Seller and in the event that the contract between the Seller and Buyer is assigned by the Seller the

****All Credit card transactions will be subject to a 3% Convenience fee**

3. FOR ALL INSTALLATIONS, BUYER SHALL PROVIDE ELECTRICAL SERVICE OF SUITABLE CAPACITY AND APPROVED TYPE WITHIN 5 FEET OF DISPLAY (S) LOCATION IN ADVANCE OF INSTALLATION DATE. PLEASE SEE ITEM 18 SECTION (b,c,d) UNDER ADDITIONAL TERMS AND PROVISIONS

4. ACCEPTANCE OF AGREEMENT: This agreement shall not take effect until signed on behalf of Buyer and by an officer of seller. Customer acknowledges receipt of a copy of this agreement and waives notification of acceptance hereof by Landmark, THIS AGREEMENT, INCLUDING PARAGRAPHS (7) THROUGH (20) APPEARING ON THE BACK OF THIS PAGE CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. No modifications of this Agreement shall be binding on Seller unless approved in writing by an OFFICER of Seller. The parties acknowledge that they have carefully read the entire Agreement and fully understand their respective covenants hereunder. This agreement is made of specifically constructed equipment and when accepted by Buyer and Seller is not subject to cancellation.

Accepted: LANDMARK SIGN GROUP.

obligation of the Guarantor under this guaranty agreement shall inure to the benefit of any such assignee

BY: _____ BY: _____ Guarantor

TITLE: _____ DATE: _____ BY: _____ Guarantor

ADDITIONAL TERMS AND PROVISIONS

7. LIMITED WARRANTIES & DISCLAIMER: Seller warrants said

property for a period of ninety (90) days after completion and installation against defective workmanship and material on parts and labor. The display is warranted to be free from functional defects in materials and workmanship at the time of original delivery. The foregoing warranties shall not apply if the equipment has been repaired, other than by the Seller or a service facility designated by the Seller, or altered by anyone other than Seller, or if equipment has been subject to abuse, misuse or negligence, accident, vandalism or natural disasters beyond Seller's reasonable control. Seller shall not be liable for any damages or losses other than replacement of defective parts and labor. OTHER THAN THE ABOVE WARRANTY THE SELLER MAKES NO WARRANTY DIRECTLY OR INDIRECTLY OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SUITABILITY, CONDITION OR QUALITY, AND BUYER ASSUMES ALL RISKS AND LIABILITY FROM USE OR SAID PROPERTY. Further, the Seller does not warrant that the property will meet or comply with the requirements of any safety code or regulation of any state, municipality or other jurisdiction.

8. CREATION OF SECURITY INTEREST AND PERFECTION: For the

purpose of securing payment and performance of the obligation hereunder, Seller shall have and Buyer does hereby grant to Seller a purchase money security interest in said property. The property and all of the apparatus, appliances, supplies, accessories, and parts attached herein and made a part hereof, together with the proceeds thereof, shall remain the property of the Seller and security for said indebtedness until this contract is paid in full. Buyer warrants and covenants that no financing statement on any part thereof or any proceeds thereof is on file in any public office.

Buyer authorizes the Seller at the expense of the Seller to execute and file on its behalf a financing statement or statements in those public offices deemed necessary to the Seller to protect its security interest in said property without the necessity of the Buyer executing any such financial statement.

Said property shall not be considered to be a part of any realty of fixture by reason of being attached thereto, but shall be considered personal property at all times. If said property is attached to realty prior to the perfection of the security interest granted hereby, Buyer on Seller's demand shall furnish the Seller with a disclaimer or disclaimers signed by all persons having an interest in said realty that may be prior to Seller's interest. Buyers shall notify Seller in writing of any intended sale, conveyance or hypothecation of premises and shall give written notice of the terms and conditions of this security agreement to any prospective purchaser, encumbrance, grantee, of the premises and a copy of such notice to Seller.

If in the event the Seller must remove the property upon default and be compelled to reimburse any encumbrancer or owner of the real estate the Buyer agrees to reimburse the Sellers for any such sums so extended. Seller may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all property called for in this contract without being deemed guilty of trespass.

9. INSURANCE: Seller agrees to maintain public liability insurance in limits of

\$500,000 for any persons injured in any one accident and property damage liability insurance in the amount of \$500,00.00. In addition, Seller represents that it carries Workman's Compensation Insurance.

Buyer agrees to keep the property insured at Buyer's expense in favor of Seller against fire, theft, and other risks for such amounts as Seller may require with company acceptable to the Seller and to furnish satisfactory evidence of such insurance to Seller upon demand and failure to do so. Seller may, but need not, so insure the collateral Buyer agrees to pay Seller the amount of said expenditures together with interest computed at the annual percentage rates stated herein until paid. In the event of default by Buyer hereunder, Seller may cancel any such insurance. Buyer hereby assigns to Seller any monies which may become payable under or on account of any such insurance, including returned or unearned premiums and directs any insurance company to make payment directly to Seller to be applied to the indebtedness of the Buyer. Buyer hereby appoints Seller as attorney in fact or Buyer to endorse drafts.

10. TAXES AND USE OF COLLATERAL: The Buyer agrees to pay promptly

when due all taxes and assessments upon the property for its use and operation. Buyer further agrees to keep said property free and clear of any adverse lien, security interest or encumbrance and in good order and repair and will not waste or destroy the property or any part thereof. Buyer will not use the property in violation of any statute or ordinance or any policy of insurance thereon and Seller may inspect such property at any reasonable time or times. Buyer assumes all risk of loss of the property. The property will be kept at the installation address given above until such time as the prior written consent of the Seller is obtained to change the location. Should any loss, damage, or injury result to said display from any cause whatsoever, while in possession of Buyer, or his agents, such loss, damage, or injury shall not relieve Buyer from the obligation to pay for the same according to the terms of this agreement.

13. MAINTENANCE AGREEMENT: In the event the Seller and Buyer should

enter into a separate maintenance agreement for said property, Buyer hereby acknowledges and agrees that it will not assert against any assignee of the Seller any claim or defense the Buyer may have against the Seller arising out of said maintenance agreement which forms no part of this agreement and to which any such intended assignee is not in any way a party.

14. PERMITS AND VARIANCES: (a) Buyer shall pay for the initial permit to

erect the sign(s) covered by this agreement and all fees for procuring said permits and variances and all subsequent related permits and fees; including cost of registered professional engineering, if required. Seller shall assist Buyer in securing initial permit to the extent that Seller participation in the permit application process is permitted under the governing ordinance where Seller is not permitted to make application for the initial permit as Buyer's agent. Buyer is responsible to engage the services of a licensed electrical contractor or whomever else is permitted to act as Buyer's agent for this purpose. (b) Buyer must provide architect plans, plat of survey, or comparable drawings and renderings indicating property lines, underground utilities, parking areas and such other land use details as may be required to secure a sign permit; (c) Buyer represents it has the authority to authorize the installation of signs at the location specified and that it will grant necessary access to premises as required by Seller to complete installation (and maintenance, if covered) of signs. Buyer agrees to indemnify and hold Seller and Seller agents harmless from any claims arising from and because of the right of access herein granted; (d) Revocation of any permit required for installation and maintenance of Display shall not relieve Buyer from the payment of all sums due in accordance with the terms of this Agreement. Buyer agrees to obtain all necessary permission for use of all registered trademarks or copyrights used on the Display and agrees to indemnify Seller against any claims in connection therewith.

15. COMPLETION AND PERFORMANCE AND LIMITATION OF REMEDIES:

Seller shall commence the construction of the sign(s) and execute the work thereon with due diligence until completion. Reference completion date is approximate only. All obligations to be performed by Seller hereunder shall be subject to delay or failure resulting from riot, war, fire, labor disputes, unforeseen commercial delays, acts of God, laws, regulations of government or public authorities, accidents, forces, conditions or circumstances, whether or not similar to the foregoing, beyond its reasonable control. The Buyer hereby agrees that under NO CIRCUMSTANCES WILL THE SELLER BE LIABLE HEREUNDER FOR CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE PROPERTY SOLD HEREUNDER OR FOR ANY LOSS OR INTERRUPTIONS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWEVER CAUSED OF THE BREACH OF THE LIMITED WARRANTY AS SET OUT IN CLAUSE SEVEN. THE LIABILITY OF THE SELLER SHALL BE LIMITED TO REPAIRING OR REPLACING THE NONCONFORMING PROPERTY, THAT THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER AND NO OTHER REMEDY SHALL BE AVAILABLE.

16. ALTERATIONS, DEVIATIONS AND DISCREPANCIES: Any alteration or

deviation from the specifications provided herein will be performed only if agreed to by the Seller in writing and all such alterations and deviations will become additional charges over and above the amount due pursuant to this agreement. Any discrepancies between sketches and drawings submitted and specifications provided in this contract shall be governed by the specifications herein. All sizes, dimensions and elevations as shown on sketches are approximate only and are subject to minor plus or minus corrections when engineering drawings are completed, field measurements taken, and full size patterns completed.

17. ESCALATION: Unless otherwise specified in this agreement, prices

quoted are guaranteed firm by Seller for ninety (90) days only from the date of proposal. Seller reserves the right to charge Buyer for such additional costs for labor and materials, including subcontractor's costs, as may be incurred by Seller in the construction and installation of the sign(s) covered in this agreement during any period subsequent to the ninety (90) day period in which the price is guaranteed.

18. ELECTRICAL WORK: (a) Seller will connect sign(s) in a community where

Seller is licensed as an electrical contractor. In a community whose ordinances prohibit electrical connection of a sign by a sign erector, Buyer shall retain at its expense an electrical contractor licensed in that community to make the electrical connection to the sign(s).

(b) For building mounted signs, Buyer is to have the service wiring brought through the face of the building within five (5) feet of the sign. For free-standing signs, Buyer is to have service wiring brought to a point within two (2) feet of the base of the sign.

(c) Electrical service wiring is to be provided at 110 volt capacity. Service is to be furnished using No. 12 wire with each individual circuit fused at 20 ampere capacity. Buyer is to furnish the number of circuits required, and is to install time switch, distribution panel, metercabinets, or other similar equipment required.

(d) The sign(s) shall be considered complete pursuant to the terms of this agreement,

even if said sign(s) is/are not electrically connected, if Buyer has not complied with the terms

11. ASSIGNMENT: Customer may not assign this Agreement without prior written consent of Landmark. Buyer hereby acknowledges notice of the intended assignment of Seller's rights under this agreement and in the collateral, together with the simultaneous negotiation or other transfer to such assignees of the instruments hereby secured, all for a valuable consideration and agrees the same can be done without the consent of the Buyer. To induce assignee to pay valuable consideration thereof, Buyer hereby agrees with assignee that: (a) on such assignment and negotiation or other transfer, all rights, powers, and remedies of secured party hereunder and under such instruments shall belong to and be exercisable by assignee, and on receipt of notice of such assignment and negotiation or other transfer debtor will tender performance of debtor's obligations hereunder and under such instruments to assignee rather than to secured party and (b) IN ANY ACTION BROUGHT BY SELLER OR SELLER'S ASSIGNEE AGAINST BUYER TO RECOVER ANY SUMS UNDER THIS AGREEMENT OR UNDER SUCH INSTRUMENTS OR TO RECOVER POSSESSION OF THE COLLATERAL BUYER WILL NOT ASSERT AS DEFENSE, COUNTER CLAIM, SET OFF, CROSS COMPLAINT OR OTHERWISE ANY CLAIM, KNOWN OR UNKNOWN, WHICH BUYER NOW HAS OR HEREINAFTER ACQUIRES AGAINST SELLER AGAINST SELLER'S ASSIGNEE; EXCEPT TO SHOW THAT BUYER HAS PAID THE TOTAL DOWN PAYMENT SET FORTH HEREIN. DESPITE ANY SUCH ASSIGNMENT, SECURED PARTY SHALL REMAIN LIABLE TO DEBTOR FOR THE PERFORMANCE OR ALL OF SECURED PARTY'S OBLIGATIONS TO DEBTOR, INCLUDING THOSE ARISING HEREUNDER.

12. DEFAULT: The occurrence of any one of the following events shall constitute default under this Contract (a) nonpayment when due of any installment of the indebtedness hereby secured or failure to perform any agreement contained herein; (b) any statement, representation or warranty, at any time furnished the Seller is untrue in any material respect as of the date made; (c) Buyer becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors or any proceeding is instituted by or against the Buyer alleging that such Buyer is judgment against the Buyer; (d) loss, theft, substantial damage, destruction, sale or encumbrance to all or any portion of the collateral or the making of any levy, seizure or attachment thereof or thereon; (e) death of the Buyer who is a natural person or of any partner of the Buyer which is a partnership; (f) dissolution, merger, or consolidation or transfer of a substantial portion of the property of the Buyer which is a corporation or partnership; or (g) the Seller deems itself insecure for any reason whatsoever. When a default shall be existing, the indebtedness of the Buyer and any other liabilities may at the option of the Seller and without notice or demand be declared and thereupon immediately shall become due and payable and the Seller may exercise from time to time any rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Buyer agrees in the event of default to make collateral available to the Seller at a place acceptable to the Seller which is convenient to the Buyer. Seller will give Buyer at least ten (10) days prior written notice of the time and place of any public sale of the collateral or at the time after which any private sale or any other intended disposition thereof is to be made. Expenses of retaking, holding, repairing, preparing for sale and selling shall include the Seller's reasonable attorneys' fees and expenses. Any proceeds of any disposition of the collateral may be applied by the Seller to the payment of expenses of retaking the collateral, including reasonable attorneys' fees and legal expenses and any balance of such proceeds may be applied by the Seller toward the payment of the indebtedness owing the Seller.

No delay on the part of the Seller in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Seller of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. If more than one party shall execute this Contract, the term "Buyer" shall mean all parties signing this Contract and each of them, and all such parties shall be jointly and severally obligated thereunder. The neuter pronoun when used herein, shall include masculine and the feminine and also the plural in the event of default by the Buyer under any provisions of the agreement the Buyer agrees to pay for use of Seller a reasonable attorney's fee in addition to all principal interest and delinquency charges due and owing all without relief from

set forth in this paragraph at the time Seller is prepared to install the sign(s).

19. INSTALLATION: (a) Roofing: Buyer shall obtain written permission from owner of premises to install sign supports on or through roof. The cost of any roofing work to be performed, whether or not a necessary requirement to the installation of the sign(s), shall be an additional charge to be paid by the Buyer to the Seller.

(b) Shipping: Shipments of sign(s) beyond a 100 mile radius of Seller's manufacturing facilities at 7424 Industrial Ave., Chesterton, Indiana, shall be charged to Buyer at the rate normally charged by common truck carriers.

(c) Store Fronts: Buyer will provide store front ready for sign installation a minimum of five (5) normal working days prior to agreed completion date, and that Buyer agrees to reimburse Seller for any overtime labor costs incurred because of delays due to Buyer's or interference by other trades. Normal working days shall be 8:00 A.M. to 4:30 P.M., Monday through Friday, exclusive of legal holidays.

(d) Channel Letter and Neon: For installation of transformers it is assumed that sufficient access to and behind wall for working will be provided by Customer. It is also assumed that installation of letters/displays is based on wall surface being common face brick, plywood, plasterboard, etc., but not glass, glazed brick, marble, granite, structural steel, dryvit, or other similar difficult surfaces for drilling of required holes on or through the walls and the walls must be structurally sound and stable.

(e) Site Ready: Unless otherwise specified and provided for, this agreement assumes that grade has a minimum soil content or medium clay and that all digging equipment and/or crane truck can drive up to foundation site without special provisions as in (c) above. Buyer agrees to reimburse Seller for any overtime labor costs incurred because of delays and also any costs incurred if Seller is required to use special equipment and crews to prepare the site for installation. Unless specifically stated in writing to the contrary, Buyer shall provide all necessary reinforcements to the building on which the display is installed. In the event of sub-surface obstacles or obstacles in or behind the walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.

(f) Obstructions: Customer is responsible for all federal, state, local, corporate, private, and personal property underground obstructions such as telephone lines, gas lines, fiber optic lines, oil pipes, electric lines, sewers, water mains, gas mains, underground sprinkler systems, foundations, storage tanks, etc.. Seller disclaims any responsibility for damage to such underground services not disclosed and detailed in the plans of the Buyer, appropriate utility and/or governmental agency.

(g) Buyer shall inspect the Display immediately upon installation and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days after installation the Display shall be deemed in all respects approved and satisfactory to Buyer.

20. MISCELLANEOUS: (a) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives, successors, and assigns.

(b) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(c) If any clause, phrase, provision or portion of this agreement or application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this agreement nor any other clause, phrase, provision, or portion hereof nor shall it affect the application nor any other clause, phrase, provision or portion hereof to other persons and circumstances.

(d) This agreement shall be governed in all respects by the laws of the State of Indiana.

The parties agree that any suits with respect to this Agreement shall be brought in the courts



REQUEST FOR COMMITTEE ACTION

Referred to Council: August 8, 2024
Subject: Code Amendment for Commission/Committee Consolidation
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: An Ordinance Amending the Code of Ordinances of the City of Wood Dale Chapter 3, Article VII to Combine the Wood Dale for a Greener Tomorrow Commission and the Stormwater Management Committee into a New Environmental and Sustainability Committee and Amending Chapter 3, Article I Section 3.106(B) to Remove References to Wood Dale for a Greener Tomorrow Commission and the Stormwater Management Committee

RECOMMENDATION:

Staff Recommends an Ordinance Amending the Code of Ordinances of the City of Wood Dale Chapter 3, Article VII to Combine the Wood Dale for a Greener Tomorrow Commission and the Stormwater Management Committee into a New Environmental and Sustainability Committee and Amending Chapter 3, Article I Section 3.106(B) to Remove References to Wood Dale for a Greener Tomorrow Commission and the Stormwater Management Committee.

BACKGROUND:

The Stormwater Management Committee was previously made a sub-committee of the Wood Dale for a Greener Tomorrow Commission with the intent that stormwater issues would be discussed as a standing agenda item at the Commission meetings, however, under the current Code both meetings have different membership and meeting frequencies. In an effort to provide a more comprehensive, consistent, and streamlined approach to stormwater, environmental, and sustainability issues it is recommended that the Code be amended to form a single Committee. No current members will lose their appointment, rather the transition to staggered terms will occur as each term ends.

ANALYSIS:

There is no financial impact caused by the adoption of this ordinance.

DOCUMENTS ATTACHED

- ✓ Existing Chapter 3, Article VII
- ✓ Existing Chapter 3, Article I Section 3.106

ARTICLE VII

WOOD DALE FOR A GREENER TOMORROW

SECTION:

3.701. Commission Created; Appointment; Terms Of Office

3.702. Powers And Duties

3.703. Meeting Schedule

3.704. Subcommittee Created; Appointment; Terms Of Office

3.705. Powers And Duties

3.706. Meeting Schedule

Sec. 3.701. Commission Created; Appointment; Terms Of Office.

There is hereby created a commission known as Wood Dale for a Greener Tomorrow which shall consist of six (6) members that serve a term of three (3) years. At least one member shall be an Alderman from the City Council. (Ord. O-17-024, 11-16-2017)

Sec. 3.702. Powers And Duties.

Wood Dale for a Greener Tomorrow shall have the following duties:

- A. To protect, sustain and improve a clean and healthful environment to benefit present and future generations.
- B. Such other duties as may be authorized by the Council. (Ord. O-17-024, 11-16-2017)

Sec. 3.703. Meeting Schedule.

Regular meetings of the Wood Dale for a Greener Tomorrow will typically be held on the first Wednesday of each month or as needed and in accordance with section 3.105 of this chapter. (Ord. O-17-024, 11-16-2017)

Sec. 3.704. Subcommittee Created; Membership; Terms Of Office.

There is hereby established a citizens' advisory subcommittee which shall be known as the Stormwater Management Committee of the City. The commission shall consist of eight (8) members that shall serve a three (3) year term. In the determination of such appointments, consideration shall be given to the geographical location of the residences of the other appointees so that the entire territory of the City may have representation on the commission.

In addition, one Alderman shall be appointed to serve as a nonvoting member of the commission and to act as liaison between the commission and the City Council. (Ord. O-19-026, 8-15-2019)

Sec. 3.705. Powers And Duties.

The Stormwater Management Committee shall have the following duties:

- A. To recommend to the City Council citizen to alleviate the stormwater drainage and sanitary sewer matters within the corporate limits of the City.
- B. To serve as an advisory body to the City Council to provide valuable citizen input.
- C. Such other and further duties as may be authorized by the City Council. (Ord. O-19-026, 8-15-2019)

Sec. 3.706. Meeting Schedule.

Regular meetings of the Stormwater Management Committee shall take place quarterly, or as needed and in accordance with section 3.105 of this chapter. (Ord. O-19-026, 8-15-2019)

Sec. 3.106. Appointment Of Members To Boards And Commissions.

A. Members of the following boards and commissions shall be appointed by the Mayor as provided herein:

1. Police Pension Fund Board - two (2) members, with balance as provided by statute.
2. RFP Steering Committee.
3. Special Events Committee.

B. Members of the following boards and commissions shall be appointed, and the Chairperson designated annually, by the Mayor, subject to confirmation by the City Council:

1. Board of Fire and Police Commissioners.
2. Building Code Board of Appeals.
3. Community Development Commission.
4. Citizen Involvement Committee.
5. Streetscape and Economic Enhancement Committee.
6. Wood Dale for a Greener Tomorrow Committee.
7. Wood Dale for a Greener Tomorrow Stormwater Subcommittee.

C. Each member of a board or commission, including the Chairman, shall hold office until the expiration of the term for which such member was appointed or until such time as a successor has been appointed or qualified, unless prior to such time such member resigns his/her position or is removed from it by the appointing official.

D. Vacancies on any board or commission shall be filled as soon as possible for the unexpired term of the member whose place has become vacant.

E. Each member of a board or commission shall be a resident of the City unless otherwise specifically provided.

F. Only duly appointed members may vote on any matter before any board or commission. (Ord. O-17-024, 11-16-2017; amd. Ord. O-19-020, 6-20-2019; Ord. O-19-026, 8-15-2019; Ord. O-19-027, 8-15-2019)



REQUEST FOR COMMITTEE ACTION

Referred to Committee: August 8, 2024
Subject: FY25 Streetlight Installation
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of the FY 2025 Streetlight Installation Program

RECOMMENDATION:

Staff Recommends Approval of the FY 2025 Streetlight Installation Program.

BACKGROUND:

Per the City of Wood Dale Streetlight Policy revised September 9, 2021, the Public Works Department, in the absence of viable streetlight petitions will propose on an annual basis location for installing new streetlights for approval by the Public Works Committee. Staff sought feedback from Ward 4 Alderpeople on desired locations for Ward 4. No viable petitions have been received and staff and Ward 4 Alderpeople identified several locations throughout the Ward as viable options.

Several of the locations identified had nearby utility poles that can have streetlight mast arms and lights installed on them by Com Ed. Two locations would need new streetlights installed by a contractor which are Foster Ave near the Park District Recreation Center Entrance and the dead end of Bauman Court. The remaining twelve proposed locations could be installed by ComEd on their own poles. Attached to this memo is the location map of potential streetlight locations.

ANALYSIS:

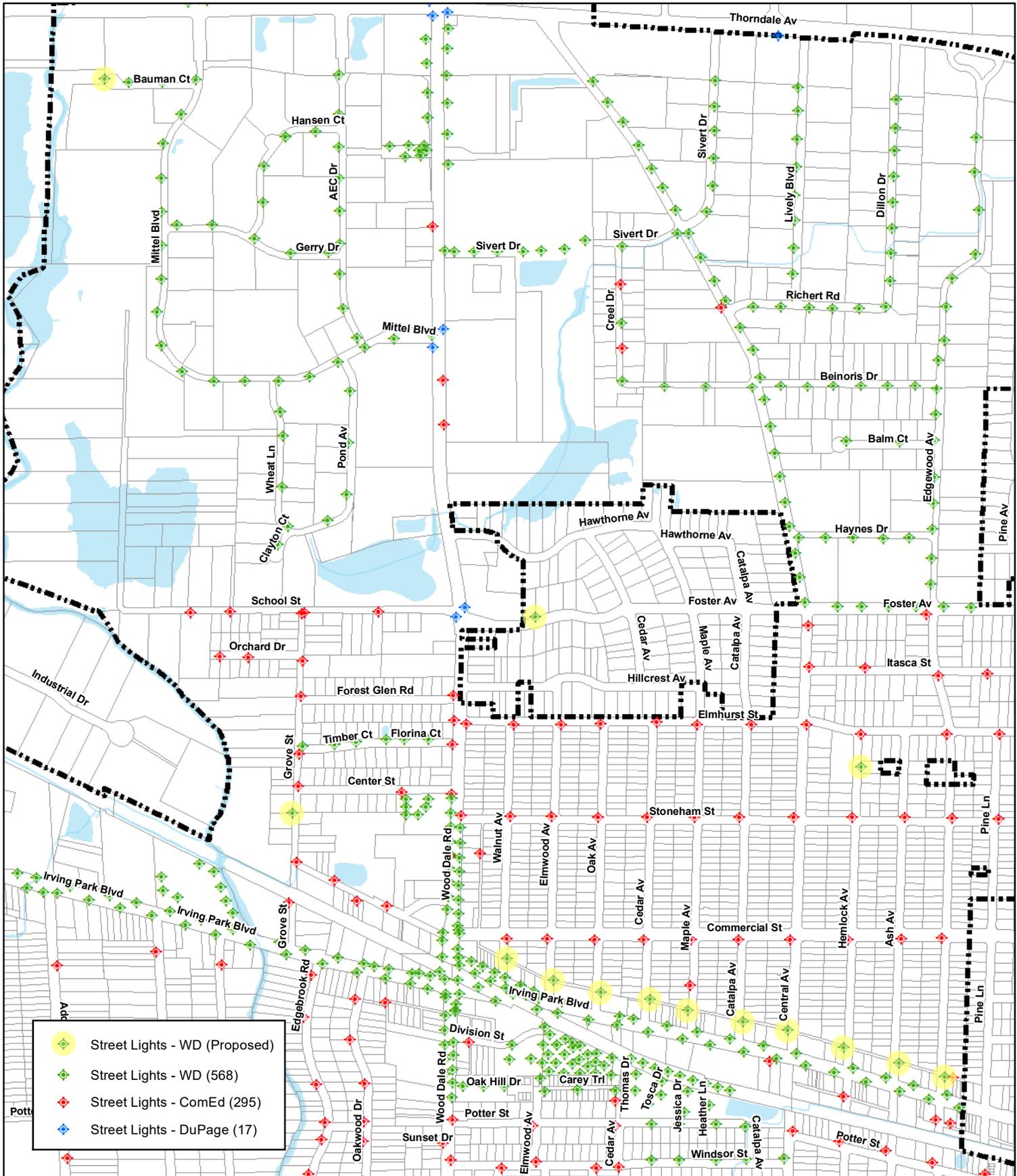
The City Council has budgeted \$100,000 in the CIP for new streetlight installations in FY 2025. Staff reached out to ComEd to determine the possibility of installing streetlights on their wood utility poles and to seek pricing. ComEd stated that they could install lights at a cost of \$1,500 per light and an engineering fee of about \$3,000 for the overall project. Staff also reached out to H&H to solicit proposals for the two locations that need new light poles installed and they stated that it would be about \$15,000 for each location. Staff need to work with ComEd to determine where the service will run

from to narrow down these proposals. At these costs all desired streetlights could potentially be installed at a cost of \$51,000. The remaining budget could be utilized for maintenance of existing poles and change out to LED light heads, as well as any necessary one-off installations for safety.

DOCUMENTS ATTACHED

- ✓ Proposed Streetlight Location Map

Proposed Street Light Locations Ward 4



GIS200

1 inch = 1,000 feet