



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, SEPTEMBER 12, 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 SEPTEMBER 12, 2024

I. PLANNING, ZONING & BUILDING COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. August 8, 2024 Planning, Zoning & Building Committee Minutes
- D. Report and Recommendation
 - i. Multiple Text Amendments to the Unified Development Ordinance (Chapter 17) and the Sign Code (Chapter 13) – Discussion Continued from August 8, 2024
- E. Items to be Considered at Future Meetings
 - i. Bryn Mawr Remaining Seven Homes (Annexation, Rezoning, Revised Resubdivision and Vacation of Street) – September 26
 - ii. Downtown Park Site Plan RFP Results – October 10
- F. Adjournment

II. PUBLIC WORKS COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. August 8, 2024 Public Works Committee Minutes

D. Report and Recommendation

- i. Modifications to the Existing Skunk Removal Grant Program
- ii. Approval of a Professional Services Agreement between the City of Wood Dale and HR Green for Phase II Engineering Services for the Elizabeth Drive Bridge Replacement Project
- iii. Approval of an Agreement between the City of Wood Dale and Canadian Pacific Kansas City Limited (CPKC) for Installation and Funding of a Predictive Mobility System and ITS Interconnect for Advanced Warning Signs

E. Items to be Considered at Future Meetings

- i. Addison Road Water Main – September

F. Adjournment

POSTED IN CITY HALL ON SEPTEMBER 6, 2024 AT 4:00 PM

LYNN CURIALE, CITY CLERK

BY: CITY CLERK'S OFFICE



August 8, 2024

PLANNING, ZONING & BUILDING COMMITTEE MINUTES

Committee Date: August 8, 2024
Present: Alderman Art Woods, Alderman Curiale, Alderman Messina,
Alderman Jakab, Alderman Susmarski, Alderman Ames,
Alderman Artie Woods, Alderman Catalano
Absent: None
Also Present: Mayor Pulice, City Manager Mermuys, Director Springer,
Director Lange, Deput Chief Banaszynski, Clerk Curiale,
Treasurer Porch
Meeting Convened at: 07:30

APPROVAL OF MINUTES:

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

REPORT & RECOMMENDATION

Director Springer began her presentation by stating that shorties at 123 W Irving Park Rd., has requested reimbursement for site and façade improvements with the Streetscape and Economic Enhancement Committee with a recommendation to reimburse them through the Façade Improvement Grant Program. One of the improvements that he would like to do is paint the edge of the canopy yellow, and he would like to paint the sign to give it and upgrade. They are proposing arborvitae along the rear of the property line to screen the property from the train tracks, and to beautify the property year-round. They also are looking to add 2-tierd planter boxes on the stairs at the edge of the canopy. So, they would be uni-lock pavers or some kind of pave type material, and he is proposing to install perennials and some shrubs, and lighting that would increase the quality of the project. Their request was sent to the Streetscape Committee, and he did get three quotes, and the lowest quote totaled \$20,730.00 for the project. When it came to scoring criteria, it scored 12 points comes to 37.5%, which comes to a reimbursement of \$7,773.75. The Streetscape Committee voted 4 to 0 to recommend the approval of the grant.

DISCUSSION:

Alderman Ames asked that in the proposal the site improvements that it was proposing yellow, but the Streetscape Committee had felt strongly in favor of another color that would better complement the existing colors of the building materials, or the design guidelines of the city code. So, is it yellow or is it some other different color? Director Springer stated

that she didn't know if there was a typo, but the memo to the committee said that the guidelines for the design in Wood Dale suggest earth tones that match the color of the building. So, the language that was put in the staff report was that the Committee stated the color isn't matching, or the yellow is too bright, then the property owner is open to suggestions. Alderman Jakab stated that he was at the meeting and there was a discussion about it, and I was not fond of the color. But, at the first meeting it did say the owner preferred the yellow because they wanted it to stand out more. Alderman Curiale stated that at the meeting it was a split vote amongst the Committee, so they decided to let him do whatever color he decided upon. Alderman Art Woods stated that for a drive-in those high visual impact colors are really what they use, so it is in keeping with the style of this type of business.

VOTE:

Ald. Susmarski made a motion, seconded by Ald Jakab, to Approve 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 and Amount not to Exceed \$7,773.75. 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

REPORT & RECOMMENDATION

Director Springer began by stating that they are proposing 14 text amendments. As for the UDO, the more you use a document and you apply it to certain situations, such as reviewing permits, things come up and there are inconsistencies, and you find something that isn't covered at all. So, we place them on a list and bring some before you to try and clean up code issues. Here are a few of the amendments we will review:

1. Tree removal requirements, and to authorize variations to the code. When the UDO was updated in 2022 the tree replacement was doubled. It used to be if you had a very large parcel of land, you would have to replace it with another tree, and you now would have to replace it with 2 trees. So, if you can't fit that many trees on the site you can pay \$650.00 for each tree that won't fit, and it can be the Public Works Director discretion to reduce the number by 25%. This amendment would allow the applicant to request variances. The staff would like to go back and look at this,

because we don't want to discourage people from coming here and doing business. But in the meantime, we would like them to be allowed to request a variation for the tree replacement requirements, but they would have to justify it.

The mayor stated that he knew when we had the developer looking at the property next door to the City Hall, 372 N Wood Dale Rd, there was a lot of buckthorns and dead trees, and at that time I believe we said we didn't want them to replace them only the good trees. So, do we have to rewrite the whole ordinance, or can we give staff latitude on that issue? Because, when the next developer comes, we would have to waste two months for a tree variance and that would stall a project. Director Springer stated that only with PUD's (Planned Unit Developments), are we able to grant deviations, and they didn't have to meet the standards they received variations. So, we do have flexibility with the PUD, and we can absolutely write in some discretion as a change as you are suggesting. Alderman Art Woods asked if we could just eliminate the prohibited trees from the tree count? Director Springer stated that they could add that in for next week.

2. Director Springer continued with the next proposed text amendment update which was for the section that the new UDO required a special use approval to be tied to the owner rather than the property. Our previous UDO tied the special use to the property. Now if someone who wants to sell the business to a subsequent owner who will operate under the same terms, the new owner would have to go through the full CDC special use process. In most situation by state law, they run with the property, so when a new owner comes along, and wants to buy your restaurant with a bar and it has a special use, it runs with the property, and when he sells it, the next owner can continue with the special use.
3. Director Springer continued by stating that the next text amendment is related to public sidewalks. They are required when there is a new development, but the language is not incredibly clear, so there is a need for some clarifying language. That installation for new construction and additions, if you are adding more than 75% floor area, or almost doubling the size of your building, you should install a sidewalk. Alderman Woods asked if there is a lot of areas where we don't have sidewalks? And if we don't have sidewalks, is there a reason we don't have them? Director Springer stated that when we incorporate property, and there is no sidewalk, obviously there will be missing sidewalk connections for one reason or another. Either the developer didn't install them, or they weren't required, and when that happens, we usually fill in the sidewalk gaps, and Public Works brings us proposals for the projects. Alderman Jakob stated that he knows of several subdivision that there are no

sidewalks, so if someone builds a new house there, and no one else has a sidewalk, would they still have to put in a sidewalk? Director Springer stated that the installation of sidewalks is under the jurisdiction of the Public Works Director, so if it wasn't a plan to add them and you didn't want to peace meal it over time, the Director could either wave that or the city could put together a plan to put in sidewalks in the future. Alderman Art Woods brought up that in some of the subdivisions the area you would put a sidewalk, is where they have swains and stuff for their drainage. So, for a new builder can we add some language to make it clearer for the outside contractors, builders or homeowners, and some directive for inside staff. Alderman Jakab asked director Lange if this has ever come up in the past? Director Lange responded yes that it just came up within the past week. We had a new developer of a new single-family home that they were going to put in a sidewalk along the front and then there was no sidewalk going to the north of them. We thought that it wasn't reasonable to have them put the sidewalk in because of utilities, so we were willing to accept at fee in leu of installation to cover expenses if in the future the city wanted to install sidewalks. Alderman Jakab and Alderman Art Woods stated that they felt if there are no sidewalks in the area there should be no fee's. Director Springer stated that the way it is currently written it is up to the Public Works Director, but if you want no fees, we can look into adding the language for no charge. Alderman Ames stated that there was a new house that went up on Stoneham where there are no sidewalks, and he wasn't required to put in a sidewalk. She added that she wouldn't put in the fee if there is nothing literally to connect to another sidewalk. Alderman Art Woods stated that if it is a new development then you should have to be required to put a sidewalk in. He also stated that there should be language installed that if sidewalks cannot be installed due to drainage, they should be exempt. Director Springer stated that this isn't a new regulation all this language already exists. This is basically copying some language from one document and put it in another. She continued, that we can show you where the language is, and what it says when we bring that when we comeback.

4. Director Springer says that the next proposed amendment is about sidewalks and driveway setbacks. Right now, accessory structures are required to be 5 feet from property lines, and sidewalks and driveways are classified as accessory structures. So, what we would like to do is solidify what staff has been doing daily and not accessing the 5 feet setbacks for the driveways and sidewalks.

5. Director Springer continued with the next amendment by explaining that the definition of an above ground pools is excluded from the lot coverage calculation. However no one looks in the definition section, so we are basically just copying the definition and adding it to the swimming pool section. So, there is no change.
6. Director Springer moved on to “Lot Width” which is inconsistent throughout the UDO. The lot width is supposed to be measured along the front of the building line but in some areas of the code say, some places have front yard line, and yet others refer to set-back line. So, we are just making it consistent to be just one term “building line”.
7. Director Springer stated that we currently do not have a code for electric vehicle charging stations. So technically if someone wanted to build one, they would not be permitted, and of course we want to encourage them to do so. So, the staff has been issuing permits for these to establish some regulations for them. One of the things that the ordinance would eliminate is billboards that are 6 feet tall and 3 feet wide near the charging stations. So, we did a lot of research and talked to other communities about their ordinances, and we are proposing something that would be good for Wood Dale, and we won’t allow these signs in Wood Dale per the ordinance.
8. The next amendment covered was that parking should be in striped spaces only. There are some businesses that vehicles are parking all over the lot, and not in spaces. We have heard from the Fire Department that they are very concerned about some of these locations where they cannot get onto the site when responding to calls. So, this ordinance would require them to have the proper striping in the parking lots.
9. Director Springer moved onto the vehicular use area landscaping. This ordinance is hard to explain and that would be why they want to get rid of it. So, in the addition to all the landscaping codes the city has, which is 8 pages of landscaping, this ordinance requires that at least 10% of the interior lot needs landscaping. Because some lots are small, they are unable to fit random landscape islands. The ordinance is not clear and confusing, so we think that it is covered already in the existing landscaping codes.

And that is the conclusion of Director Springers presentation, and she added that the Attorneys have reviewed all amendments, and they had no problems, and the

CDC voted 4 to 0 in favor of passing them.

VOTE:

Ald. Ames made a motion, seconded by Ald Art Woods, to Approve Multiple Text Amendments to the Unified Development Ordinance (Chapter 17) and the Sign Code (Chapter 13). A voice vote was taken, and all were in favor, Aye.

Alderman Art Woods inquired if when it is presented at the next meeting if all the changes will be made? Director Springer stated the changes will be made, but it will not be at the next meeting.

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- i. Bryn Mawr Remaining Seven Homes (Annexation, Rezoning, Revised Re-subdivision and Vacation of Streets) – September 12
- ii. Building Code Amendments RFP – TBD

ADJOURNMENT:

Ald. Catalano made a motion, seconded by Ald. Ames, to adjourn the meeting at 08:20 p.m. Upon a voice vote, the motion carried unanimously.

Minutes taken by Julie Szabo



REQUEST FOR COMMITTEE ACTION

Referred to Committee: September 12, 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) – Discussion Continued from August 8, 2024

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, and public improvements; to correct discrepancies and typos within the text; and add regulations pertaining to electric vehicle charging.

The proposed amendments were discussed during the August 8, 2024 PZB meeting, however, the Committee requested additional information/changes on few items which are being presented in this memo.

ANALYSIS:

As requested at the August 8th PZB meeting, staff was to bring follow up information on three (3) issues to a subsequent meeting. Those three issues related to nuisance tree replacements, special use transfers when someone buys a corporation, and sidewalk fee-in-lieus.

The proposed amendments attached to this memo reflect the following changes discussed during the August 8, PZB meeting:

- Currently, the tree replacement regulations require nuisance trees to be replaced at a ratio of 1:1. Members of the PZB did not feel it was appropriate to require replacement of undesired trees. The regulations were revised to eliminate the requirement that prohibited and nuisance trees are required to be replaced 1 to 1.
- The proposed text amendment would change the existing requirement that a special use be granted to an individual and instead would tie it to the land which is vastly more common. When a special use is tied to the land, a purchaser of the property would need to request a new special use. Staff was asked if someone purchased a corporation that owned a parcel, if the special use would transfer. We did confirm with the City Attorney that a special use would pass to the new owner of the corporation. However, if the proposed text amendment is approved, this situation would no longer be an issue.
- The proposed amendment would add language to Chapter 17 requiring installation of public sidewalks for any new construction project. This is not a new requirement as similar language currently exists in Sec. 12.508.E. This existing regulation, in place since 2018, already requires that public sidewalks shall be completed before the issuance of a CO (Certificate of Occupancy). The proposed text amendment would add similar language to a second place in the code.

In the past, the City Council directed staff to focus on installation of sidewalks in the City. In response, staff has been ensuring that projects that trigger the code requirement for a sidewalk get installed by the property owner. However, over at least the last five (5) years there have been several properties where installation of public sidewalk was not feasible (as determined by the Public Works Director). In those instances, the City has collected a fee-in-lieu of installing the sidewalk based on an estimate for the cost to construct that portion of sidewalk. This fee would then be used to construct sidewalks elsewhere in the City to increase accessibility/connectivity. In this way, sidewalks continue to be prioritized, and the City's sidewalk network is enhanced. The Public Works Director has determined that it was not possible or necessary for sidewalks to be installed at four (4) prior projects. Fees-in-lieu of sidewalk policies are very common in other communities. Wood Dale already has a similar policy that allows a fee-in-lieu for tree replacements that cannot be accommodated on site. The sidewalk fee-in-lieu follows that methodology.

On August 8th, the PZB expressed some concern regarding the collection of fees-in-lieu for sidewalks. Staff is seeking direction from the Committee regarding the sidewalks and fee-in-lieu requirements, as follows:

- 1) Should staff continue to collect a fee-in-lieu for sites where installation of the required sidewalk is not feasible (as determined by the Public Works Director)? This is similar to the tree replacement fee-in-lieu; OR

- 2) Should the requirement to install public sidewalk be waived for properties where it cannot be installed and will most likely never be installed in the future due to the character of the neighborhood, as determined by the Public Works Director. If this policy is preferred, once a waiver is approved, the City would not collect a fee-in-lieu.

Each of the originally proposed amendments is described in the attached CDC memo. Also attached are the revised redline version, followed by a clean text version of the proposed code sections. Further amendments to the code will be provided pending the direction from the Committee on public sidewalks.

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

- ✓ PZB Memo – August 8, 2024
- ✓ CDC Staff Memo and Exhibits – CDC-2024-0005
- ✓ Text Amendments – Redline (revised)
- ✓ Text Amendments – Clean copy (revised)
- ✓ CDC Draft Minutes – July 15, 2024



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><i>Electric Vehicle (EV) Charging Stations</i></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:

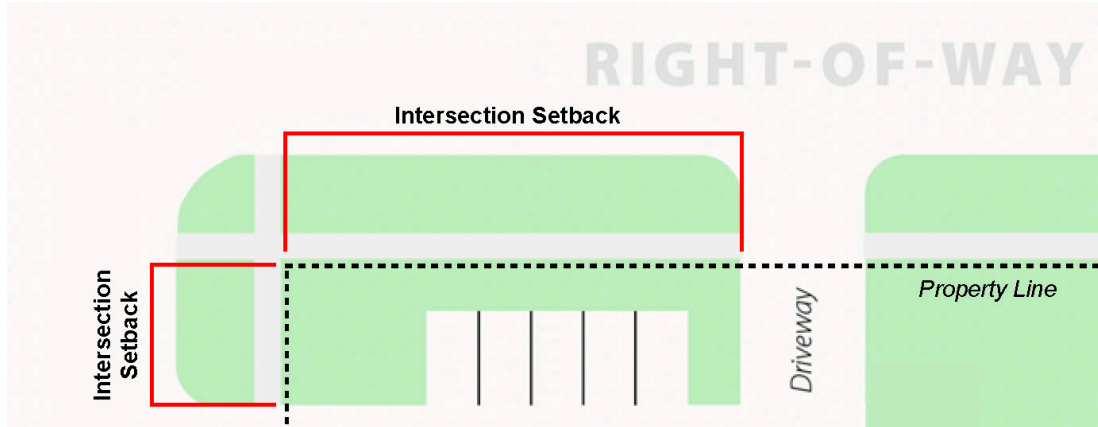
- 1. Scope: Where a zoning lot abuts a dedicated public right-of-way, trees shall be provided in accordance with the provisions of this Article, [the City of Wood Dale Engineering Design and Development Standards Manual](#) and Section 6.504 of the City Code.*
- 2. Street Trees: The City shall have the 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

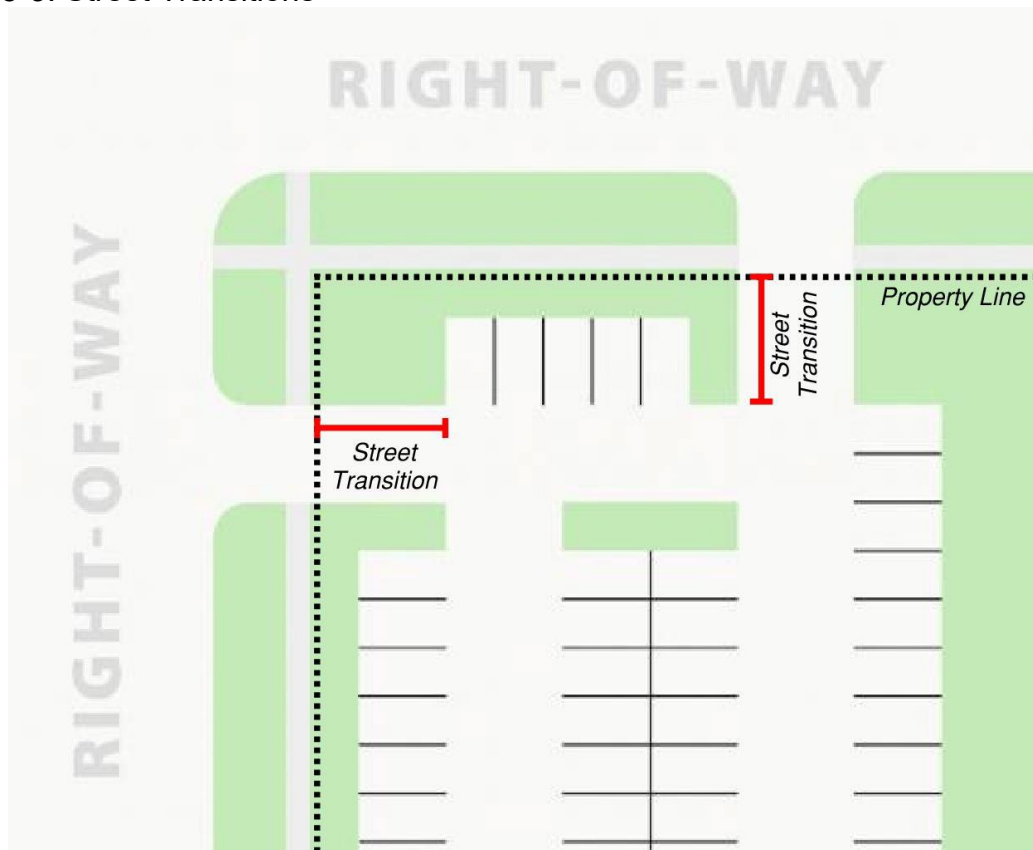


Correct Driveway Street Transition Graphic

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

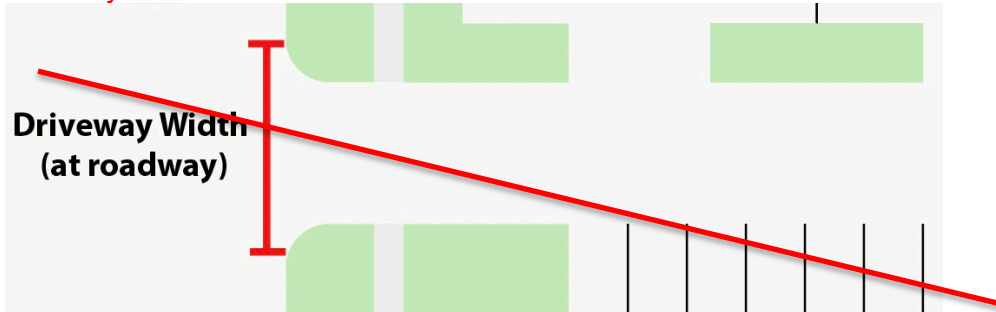


Eliminate Driveway Width Graphic

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 TCC~~O~~ – 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~~3) *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 a new principal building or structure is constructed.

Sidewalk & Driveway Exception

[Sec. 17.305.D]

“2. Detached Accessory Structures, Except Fences, ~~and Walls,~~ 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 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”.

MOTOR VEHICLE:	Any motor powered device in, upon or by which any person or property may be transported, <u>including any self-propelled</u>
-----------------------	--

	<u>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>
<u>ELECTRIC VEHICLE</u>	<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>
<u>ELECTRIC VEHICLE CHARGING STATION</u>	<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>

[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>P</u>	<u>P</u>	<u>P</u>	<u>P</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

[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.”

Prohibited or Nuisance Tree Replacement

[Sec. 17.603.F]

3. *Prohibited or Nuisance Trees: When a tree designated for removal is one of the species on the list of prohibited trees as maintained by the City in accordance with Section 6.503B of the City Code or when a tree is declared a nuisance tree, each such tree shall not require replacement. ~~be replaced with one (1) new tree.~~*

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]

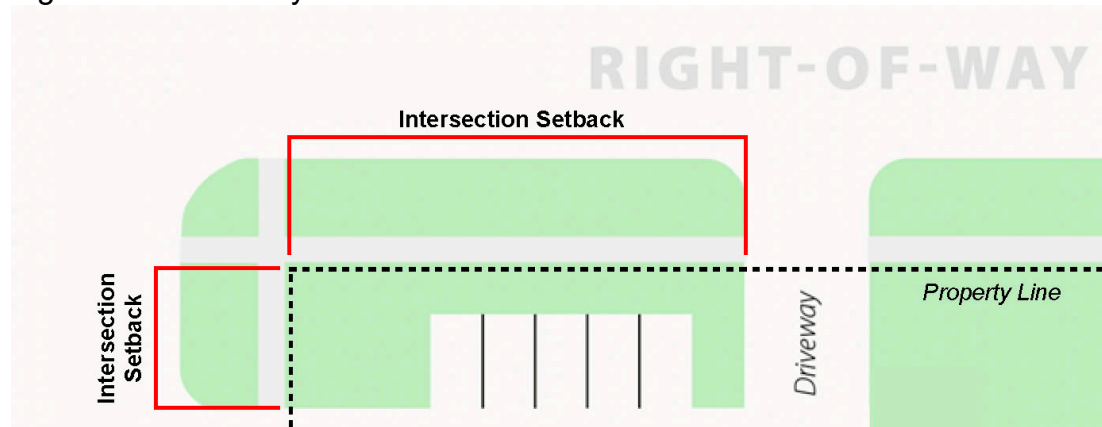
“E. *Right-Of-Way Landscaping Requirements: In addition to the general design criteria prescribed in Section 17.606.C: Landscape Plan Design Criteria, the following requirements shall also apply to landscaping in rights-of-way:*

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]

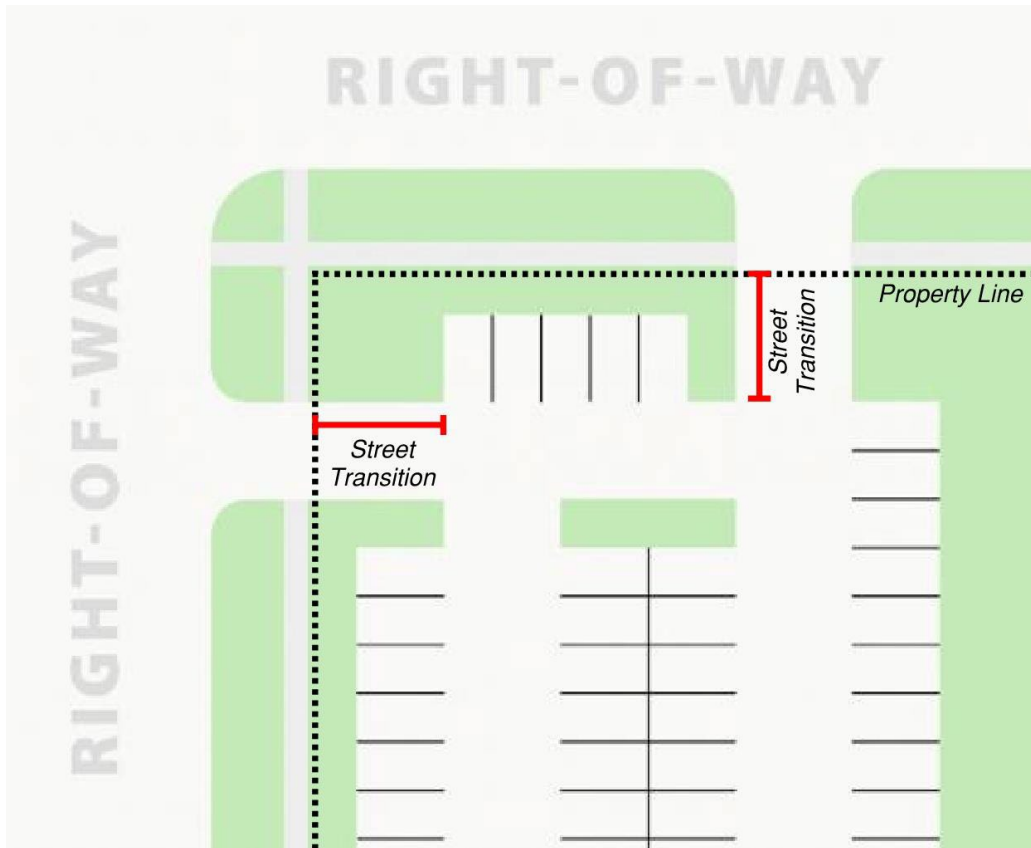
Figure 5-2: Driveway Intersection Setbacks



Correct Driveway Street Transition Graphic

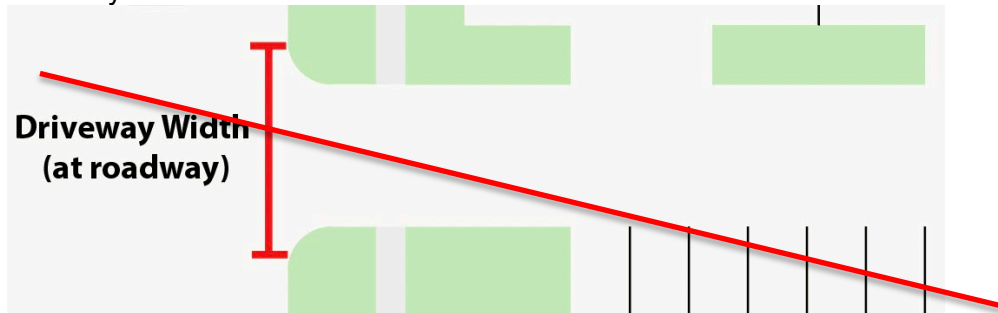
[Sec. 17.502.C.3.b]

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]

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 [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 a new principal building or structure is constructed.

Sidewalk & Driveway Exception

[Sec. 17.305.D]

“2. Detached Accessory Structures, Except Fences, Walls, 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 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.”

Prohibited or Nuisance Tree Replacement

[Sec. 17.603.F]

3. Prohibited or Nuisance Trees: When a tree designated for removal is one of the species on the list of prohibited trees as maintained by the City in accordance with Section 6.503B of the City Code or when a tree is declared a nuisance tree, each such tree shall not require replacement.

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]

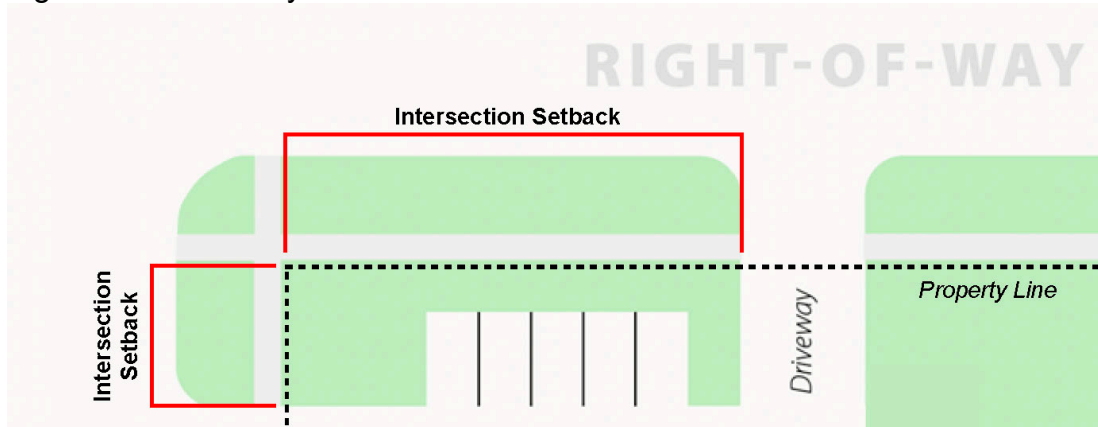
“E. Right-Of-Way Landscaping Requirements: In addition to the general design criteria prescribed in Section 17.606.C: Landscape Plan Design Criteria, the following requirements shall also apply to landscaping in rights-of-way:

- 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]

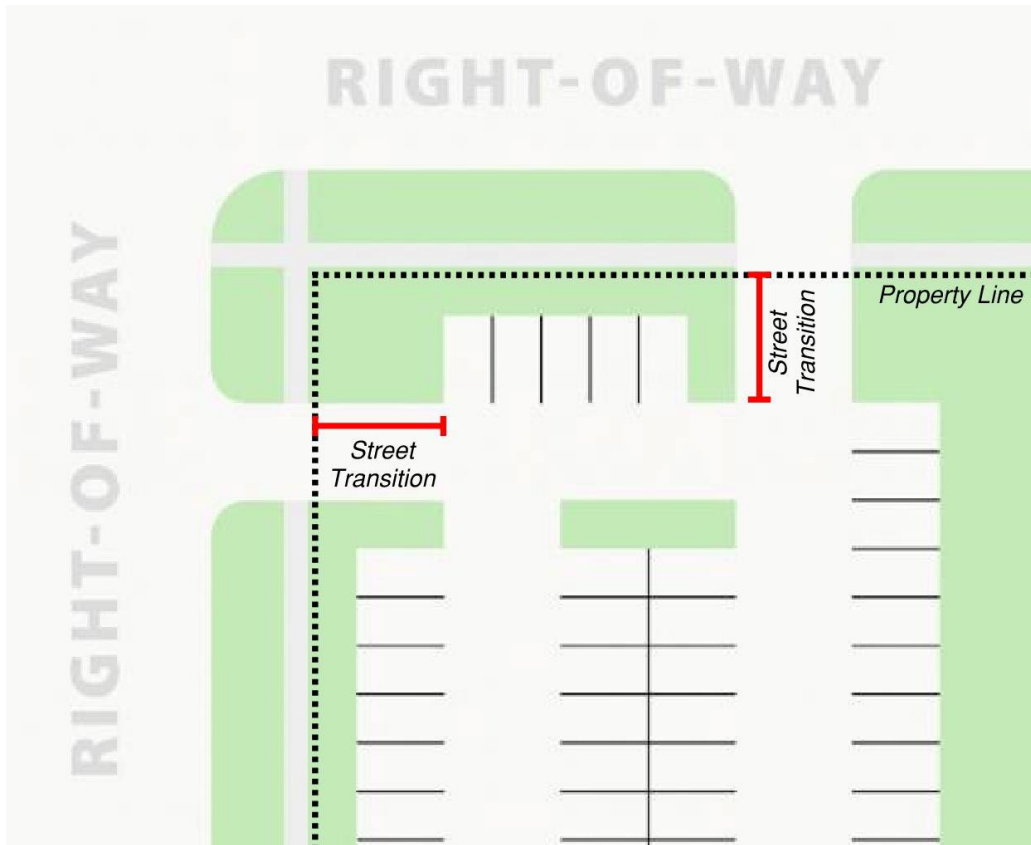
Figure 5-2: Driveway Intersection Setbacks



Correct Driveway Street Transition Graphic

[Sec. 17.502.C.3.b]

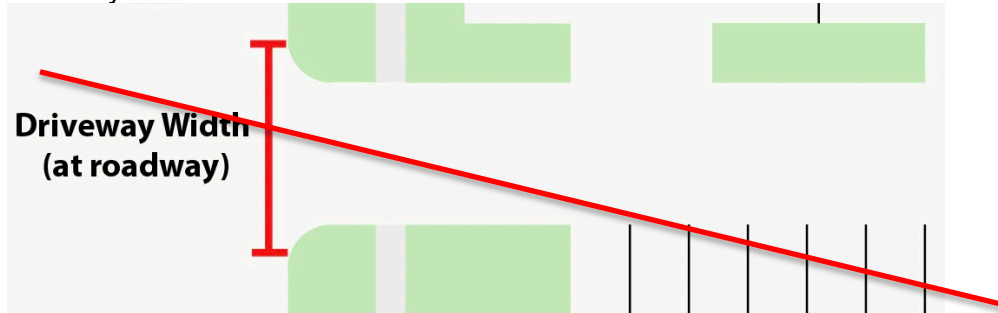
Figure 5-3: Street Transitions



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: August 8, 2024
Present: Alderman Art Woods, Alderman Curiale, Alderman Messina,
Alderman Jakab, Alderman Susmarski, Alderman Ames,
Alderman Artie Woods, Alderman Catalano
Absent: None
Also Present: Mayor Pulice, City Manager Mermuys, Director Springer,
Director Lange, Deputy Chief Banaszynski, Clerk Curiale,
Treasurer Porch
Meeting Convened at: 08:20pm

APPROVAL OF MINUTES:

Ald. Jakab made a motion, seconded by Ald. Ames, to approve the minutes of the July 11, 2024, meeting as presented. A voice vote was taken, with all members voting aye.

REPORT & RECOMMENDATION

- i. APPROVAL OF A PROPOSAL FROM LANDMARK SIGN GROUP FOR THE PURCHASE AND INSTALLATION OF A CITY ENTRYWAY SIGN TO BE LOCATED ON SOUTH 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 1 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.

DISCUSSION:

Director Lange began by stating that the subject of the city entryway sign had come up at the strategic plan meeting and they mentioned that they would like to put a sign at this location. This location comes under DuPage's jurisdiction, so we have already sent over preliminary plans for the permitting approval. This proposal is for the purchase and sale from Landmark Sign Group. There were no questions.

VOTE:

Ald. Jakab made a motion, seconded by Ald Ames, to Approve a Proposal from Landmark Sign Group for the Purchase and Installation of a City Entryway Sign to be Located on South Thorndale Avenue at the IL-390 Eastbound Exit Ramp for an Amount of \$19,130.00. A roll voice vote was taken, with the following vote:

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:

No questions.

VOTE:

Ald. Jakob made a motion, seconded by Ald Catalano, to Approve 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 . A voice vote was taken, all in favor, Aye.

REPORT & RECOMMENDATION

The mayor began with a question about why the request is for \$51,000 when we budgeted \$100,000 why wouldn't we use the whole amount and make more purchases of lights? Director Lange stated that we were fortunate that a lot of the locations we picked have available ComEd utility poles in the area, so they are much cheaper to affix the lights to, versus us having to install our own. So, we were able to save significant funds. Director Lange continued by stating that if there are any more suggestions, of where to place the lights, we are open to hearing them and looking into it, but Ward 4 is well it. The mayor asked that if that Ward 4 is complete why don't we just move onto the next section? Director Lange stated that he has no problem with that so if there's other suggestions, I am more than willing to hear about them and get pricing for them. Alderman Ames and Alderman Susmarski both agreed that they have no need for additional lights. Alderman Ames then asked if there is a requirement of how many feet the lights must be apart? Director Lange stated that our standard is 300 feet between lights. Alderman Ames then

asked about the area on Wood Dale Road where we possibly could place more? Director Lange stated that we have looked at this before but there were plans to put up prairie lights, so we didn't want to interfere with that possible project. Alderman Messina inquired if there are actual policies on the streetlighting program? Director Lange stated that it basically based on feedback, where accidents are occurring, or where there are gaps in our streetlight network. Alderman Ames suggested that possibly we could move onto the next scheduled Ward to use the additional funds. Alderman Messina suggested that if there is a policy then lights should be made mandatory around schools and churches, especially schools due to kids walking to school. When we put lights on Murray that was our reasoning, because children were using the street to go to school. Alderman Jakab concluded with a request to Manager Mermuys that we need to have this brought up at one of the next meetings.

VOTE:

Ald. Jakab made a motion, seconded by Ald Ames, to Approve the FY2025 Streetlight Installation Program. 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. Skunk Program Modifications – September 5
- ii. Pump Station Piping Replacement/Painting – September 26
- iii. Dominion Street Signs – October 10 - Alderman Catalano also requested 2 stop signs
- iv. Addison Road Watermain – Fall
- v. Elizabeth Drive Bridge Phase II Engineering – Fall
- vi. Tree Ordinance Amendments – Fall

ADJOURNMENT:

Ald. Jakab made a motion, seconded by Ald. Ames, to adjourn the meeting at 08:40 p.m. Upon a voice vote, the motion carried unanimously.

Minutes taken by Julie Szabo



REQUEST FOR COMMITTEE ACTION

Referred to Council: September 12, 2024
Subject: Skunk Program Modifications
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Modifications to the Existing Skunk Removal Grant Program

RECOMMENDATION:

Staff Recommends Modifications to the Existing Skunk Removal Grant Program.

BACKGROUND:

The City Council previously approved an agreement with ABC Humane Wildlife for the Skunk Removal Grant Program, a public and private cost-share initiative to provide discounted trapping services to residents. The agreement was approved on April 5, 2018. The only fee charged to the residents was an initial voucher of \$25. Under this agreement, services included installation of one trap and return trips to remove a trapped animal and re-set the trap. The fee for the service was \$65 for the initial visit, and \$65 for each subsequent visit thereafter. Additional traps could be placed for an additional fee of \$65 to the resident.

There was no limit set on the amount of return visits that the contractor would perform or how long the traps would be placed. As such, there are properties where traps have been placed for months, even years, and the City continues to incur fees with minimal benefit.

ABC Humane has recently increased their service rates due to rising costs of insurance and labor. As of 2024, the cost to install a trap is \$130 and one return visit is \$81, bringing the total to \$211 for one service. To mitigate this, staff is proposing to amend the program to mirror the Rat Mitigation Program where the cost is split between the resident and the City. The program updates would include one trap installation and one return visit at 50% of the total cost, \$105.00. Residents may continue service and request additional traps directly with ABC Humane at their discretion.

ANALYSIS:

ABC Humane informed the City that they need to adjust their pricing to current rates. Staff sought additional proposals and pricing received was as follows:

ABC Humane Wildlife:

- \$130.00 initial inspection and trap installation
- \$81.00 return visit
- \$67.00 for any additional traps
- 24-hour telephone consultations are free

Critter Detectives (Addison, IL):

- \$125 initial inspection and trap installation
- \$75 for each animal removed
- \$10 fee to service the trap (if the bait is eaten or due to weather)
- They would like residents to check the traps daily and call at 9:00am to let them know if anything was caught. Otherwise, it's \$20 daily for Critter Detectives to come by and check the trap.

Ampest (Addison, IL):

- 6-day trapping program; a trap is installed on day #1 and the tech returns every day for 5 days. Cost is \$445 and includes up to 2 animals. They can offer a \$50 discount to Wood Dale residents, making it \$395.00.

Although Critter Detectives provided a marginally lower proposal, it is recommended to continue working with ABC Humane due to their familiarity with the City and the existing program.

As opposed to the \$25 voucher, staff is recommending that residents split the initial cost with the City as is done with the Rat Mitigation Program. This would increase the cost paid by the resident to \$105.00

DOCUMENTS ATTACHED

- ✓ Updated Pricing
- ✓ Liability Waiver
- ✓ Website Draft



Contract Pricing Offered to Residents in the City of Wood Dale

Services Discounted Under This Contract	Price
Initial visit: This visit includes an inspection. If trapping is indicated, it also includes the setting of a humane box trap on the ground level	\$130
Return visit: This visit is to pick up an animal in our trap or in a trap owned by a resident, or to reset a trap that has sprung or needs fresh bait. (Though the intention is to trap only skunks, all parties involved understand that captures of other species may occur and a fee is associated with the visit to remove the animal from the trap)	\$81
Additional traps set:	\$67
24 - hour a day telephone consultation:	Free

Services under this contract are for single-family homes, individual duplex units, individual townhome units, and multi-unit residential properties. Commercial buildings and offices are excluded, except that municipal properties belonging to Wood Dale will be serviced at the discounted rate. The non-discounted, standard rate for each service is listed in red and indicated by a strikethrough.

Inspection, consultation, and setting of one trap: \$130.00 (~~\$185.00~~)

The animal trapping process begins with an inspection that includes all ground level areas involved, which may include; the crawlspace, stoop, deck, foundation, window wells, or any other common ground level entry point. After access points are understood and damage is assessed, one or more traps can be set during the same visit. ABC Wildlife will meet with the resident to describe the trapping process and the resident will be instructed on how to contact ABC Wildlife when an animal is in the trap so that ABC Wildlife can pick up the trapped animal as quickly as possible (most of the time the same day, depending on the time of the call, but always before the next calendar day has elapsed).

Daytime service is provided (within 3 business days following a call) for trapping skunks. Same day service will be given at no extra charge if there is an opening in the schedule.

Return visit: \$80.50 (~~\$115.00~~)

Includes the pickup of any trapped animal. There is no additional charge for multiple trapped animals picked up on the same visit, so setting extra traps is often the most economical plan and helps to resolve the problem faster by removing more animals sooner. There is a return visit fee for any return visit, including visits to replace a broken indicator, or reset or re-bait a trap.

Daily trap checking fee (if needed): \$80.50/per day (~~\$115.00~~)

While most clients are able to monitor the trap, it is rarely, but occasionally, necessary for ABC Wildlife to check the trap. Such instances include service to homeowners who cannot go outdoors, unoccupied homes being managed by real estate firms, and homes in foreclosure processes. This additional service must be approved by a representative of the City of Wood Dale.

This fee includes removal of all animals trapped during each 1-day period, and resetting and re-baiting each trap on the property. The return visit fee is not charged to clients if they are assessed a trap checking fee. It's only one or the other.

24-hour (24/7) telephone consultation:

Telephone consultation at any hour of the day or night is free of charge.

Administrative Services Provided to the City of Wood Dale (No Charge):

- Within 72 hours of a service visit, an invoice will be generated and emailed to accounts payable and the chief of police.

The services below are not discounted under this contract.

Animal Proofing:

While animal proofing/exclusion and damage repair can be quoted onsite when required, it is not covered under this contract.

Dead Deer Removal:

\$650 - \$2,500 depending on time and difficulty

This service includes removal of any material on the ground and disposal of the carcass in accordance with the Illinois Dead Animal Disposal Act. The removal of dead deer from swimming pools, ponds or other bodies of water will incur additional charge and will be quoted in advance on a case per case basis.

Wildlife Emergencies Necessitating Immediate Response Time:

\$350 to \$550 based on whether one or two state-certified biologists are required for the response, and the amount of time spent on the removal, or attempted removal. The fee includes the setting of a trap if the animal could not be hand captured. The fee also includes submitting the animal for rabies testing if human exposure is suspected. Examples of wildlife emergencies include, but are not limited to, an animal that has fallen through a ceiling into the living quarters of a home, an animal that has entered the living quarters of a home through an open door, an animal that is sick or dying that prevents residents from safely entering or exiting their home, an animal that has entered the living quarters of a home and is an immediate threat to property or human health and safety. ABC Wildlife is on-call 24/7 to provide emergency service. Please call 847-870-7175.

Wildlife Trapping Services for Beavers, Muskrats, or Coyotes:

Trapping or removal services for beavers, muskrats or coyotes are not covered in the pricing for any other sections of this Agreement. When beaver, muskrat or coyote dens are found on clients' properties, ABC Wildlife must assess the site and issue a site-specific quotation. Coyote trapping is not allowed in Illinois due merely to the occasional presence of a coyote. Accordingly, ABC Wildlife will not undertake coyote trapping services unless the coyote's den is on the property of the covered party. Beaver, muskrat, or coyote trapping service is subject to a \$1,500 minimum charge. Beaver, muskrat, or coyote inspections will be performed at the cost of \$150 and a quotation will be generated.

Other services performed by ABC Humane Wildlife Control & Prevention that are not included or managed under the terms of this contract:

- Repairing damage caused by wildlife
- Replacing soiled insulation

- Installing animal-proof products, such as chimney caps, underground screening, structural rodent-proofing
- Replacement of attic fans and vents
- Removal of dead animals
- Removal of animal carcasses from inside of attics, beneath decks and stoops and other confined areas
- Pest control for insects
- Installation of bed-bug proof mattress encasements
- Placing one-way doors call excluders on homes to exclude bat colonies
- Sealing gaps that bats or other wildlife enter through
- Structural inspections of the home to determine how bats gain entry
- Structural inspections of the home to determine how mice gain entry
- Trapping and control of wildlife species not covered by this contract
- Emergency visits outside of regular business hours
- Animals that must be removed using a tranquilizer gun or noose pole. This is known as a hand capture and is usually an emergency service requiring one to two biologists to remove an animal that is in the living quarters of a home.

Covered and Excluded Species

A. Animal Species Covered by this Agreement:

Skunks, raccoons, opossums, woodchucks, and squirrels

B. Animal Species NOT Covered by this Agreement:

- | | |
|--------|-------------------------|
| Dog | River otter |
| Beaver | Cat |
| Deer | Muskrat |
| Snakes | Coyotes and Foxes Birds |
| Mice | Rats |
| Bobcat | Mink |
| | Escaped exotic animals |

Domestic farm animals

Bat colonies or bat roosts

Bats flying around the living quarters of a home or behaving abnormally, i.e., fluttering around on the ground.

All other species that cannot be legally trapped with a Class A Nuisance Wildlife Control Permit using a humane box trap.

Terms and Conditions:

All prices quoted are valid for one year starting on August 1, 2024. Upon mutual consent of both parties. Payment for each invoice will be made within 30 days of receiving service.

Signature

Print

Date

Skunk Trapping Services Waiver

Start Date: 12/06/2024

Page 1

City of Wood Dale - Public Works Department

790 N Central Ave
Wood Dale, IL 60191
630-350-3530

Please direct all questions or concerns to PWADMIN@wooddale.com.

1. Name *

2. Address *

3. Phone Number *

4. Email Address *

5. Please provide a description of the problem *

Release, Waiver and Hold Harmless

I, the undersigned Property Owner, agree to voluntarily participate in the City of Wood Dale Skunk Trapping Services Program. In participating in the Program, I acknowledge and assume any and all risks of injury, including death, and waive and relinquish any and all claims that I may have arising out of, or in anyway, participating in, the Program.

On behalf of myself, my successors and heirs, I hereby release and discharge the City of Wood Dale, it's officers, employees and agents from any and all claims, injuries, including death, property damage, or any other loss, which may result from my participation in the Program.

I indemnify, defend and hold the City of Wood Dale, it's officers, employees and agents, and Contractors, harmless from and against any and all claims, defenses, liability, including, but not limited to, claims for bodily injury, including death, property damage, or any defense or legal fees or claims of whatever character, nature and kind, whether directly or indirectly, arising out of, or in connection with, my participation in the Program.

I further authorize the employees of the City and or its Contractors to access my Property to treat any skunk activity. I understand that rodenticide chemicals may be used treatment, which is poisonous to children, pets and wildlife. I agree to adhere to the recommendations provided by the City regarding the removal of animal feces, and to refrain from feeding pets or wildlife outside and will repair refuse carts to prevent animal entry. I further understand that skunks that have expired should be double-bagged and discarded in a refuse cart.

I acknowledge that this waiver of liability and hold harmless is being signed by me voluntarily, and will be governed by the laws of the State of Illinois.

6. If you agree with this waiver, please check the box below *

Yes, I agree to the terms of the City of Wood Dale's Skunk Trapping Program Liability Waiver

7. By electronically signing below, the participant has read and understands the waiver as described above *

Electronic Signature of Participant

8. Today's Date

Skunk Removal

As a resident of Wood Dale, you may qualify for discounted skunk trapping services provided by ABC Humane Wildlife Control & Prevention, Inc. At this time, there are limited funds allocated to this program, and they will be awarded on a first-come, first-served basis.

The cost for this service is \$___ and includes the following:

- Initial inspection and trap installation
- Return visit
- 24-hour free telephone consultations

Residents may also request additional traps from the contractor at \$67.00 each.

In order to be eligible for this program, residents must be experiencing activity on their property in the form of burrowing or damage to the property. The occasional smell of skunks in the neighborhood does not qualify for trapping services, as experience has shown that attempting to trap skunks that are not actually living on the property have been unsuccessful.

Contact the Public Works Department at 630-350-3530 to confirm your property is within the municipality's limits and complete the waiver below:

Skunk Trapping Services Liability Waiver

Additionally, it is important for all residents to take measures to avoid attracting pests, including:

- Ensuring garbage is kept contained within trash cans.
- Picking up pet waste and not feeding animals outdoors.
- Keeping weeds and grass from becoming overgrown.
- Removing piles of branches, wood, or other debris.
- Avoid keeping open compost bins.

This program is available to residents in single-family homes, individual duplex units, individual townhome units, and multi-unit residential properties. Commercial buildings and offices are excluded. Wildlife emergencies necessitating an immediate response are not covered under this program.



REQUEST FOR COMMITTEE ACTION

Referred to Council: September 12, 2024
Subject: Elizabeth Drive Bridge Phase II Engineering
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of a Professional Services Agreement between the City of Wood Dale and HR Green for Phase II Engineering Services for the Elizabeth Drive Bridge Replacement Project

RECOMMENDATION:

Staff Recommends Approval of a Professional Services Agreement between the City of Wood Dale and HR Green for Phase II Engineering Services for the Elizabeth Drive Bridge Replacement Project.

BACKGROUND:

The bridge carrying Elizabeth Drive over Salt Creek is structurally deficient and geometrically obsolete, as well as having a fracture critical design. The City Council previously approved, through the Qualifications Based Selection process required by IDOT, a Phase I Engineering Services Agreement with HR Green to perform preliminary analysis and conceptual designs to reconstruct the bridge. These elements were included in a Project Development Report, which was submitted to IDOT for approval as the project is being funded by Surface Transportation Program – Bridge funds as well as Illinois Special Bridge Program Funds. The City received design approval from IDOT on August 22, 2024 and can now proceed with Phase II Engineering which will include development of the construction plans and specifications. It is estimated that Phase II design and land acquisition will take approximately 18-months. The City is currently targeting a spring 2026 letting with construction commencing that summer.

ANALYSIS:

The fee for Phase II services is \$367,004.00, however this is based on pricing generated when the Phase I report was first submitted to IDOT in October of 2023. There will also be additional coordination necessary for the relocation of a natural gas pipeline to accommodate the bridge relocation, so this agreement will need to be amended in the future, however in order to begin design work to meet the target letting

date, it is necessary to have an agreement in place at this time. The project is funded by STP-Bridge funds which covers 80% of Phases I, II, and III Engineering, right-of-way acquisition, and construction. This proposal includes the development of construction design documents, utility and IDOT coordination, right-of-way acquisition services, and letting assistance. A more detailed scope can be found in the attachments. A separate agreement for construction engineering services (Phase III Engineering) will be provided after the project is awarded.

DOCUMENTS ATTACHED

- ✓ IDOT Form BLR 05530 – Local Public Agency Engineering Services Agreement
- ✓ Agreement



Local Public Agency Engineering Services Agreement

Using Federal Funds? [X] Yes [] No Agreement For: Federal PE Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency: City of Wood Dale County: DuPage Section Number: 20-00054-00-BR Job Number: D-91-591-20 Project Number: V2ZZ(339) Contact Name: Alan Lange Phone Number: (630) 350-3530 Email: alange@wooddale.com

SECTION PROVISIONS

Local Street/Road Name: Elizabeth Drive Key Route: MUNI 5072 Length: 0.15 Structure Number: 022-7350 Location Termini: Addison Road to Forest Preserve Drive Add Location Remove Location

Project Description: Bridge replacement with approach roadway reconstruction and resurfacing.

Engineering Funding: [X] Federal [] MFT/TBP [] State [] Other Anticipated Construction Funding: [X] Federal [] MFT/TBP [] State [] Other

AGREEMENT FOR

[] Phase I - Preliminary Engineering [X] Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: HR Green, Inc. Contact Name: Andy Underwager Phone Number: (630) 708-5025 Email: aunderwager@hrgreen.com Address: 2363 Sequoia Drive | Suite 101 City: Aurora State: IL Zip Code: 60506

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge: A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor: Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)
- EXHIBIT E: HDR, Inc. Proposal
- EXHIBIT F: True North Proposal
- EXHIBIT G: Wang Engineering, Inc. Proposal

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Lump Sum
 Specific Rate
 Cost plus Fixed Fee:

Fixed

$$\text{Total Compensation} = \text{DL} + \text{DC} + \text{OH} + \text{FF}$$

Where:

DL is the total Direct Labor,
 DC is the total Direct Cost,
 OH is the firm's overhead rate applied to their DL and
 FF is the Fixed Fee.

Where $\text{FF} = (0.33 + R) \text{DL} + \% \text{SubDL}$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purport disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintain a drug free workplace;

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
HR Green, Inc.	42-0927178	\$336,857.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
HDR, Inc.	47-0680568	\$8,150.00
True North	26-1702603	\$3,396.00
Wang Engineering, Inc.	36-3191909	\$18,601.00
Subconsultant Total		\$30,147.00
Prime Consultant Total		\$336,857.00
Total for all work		\$367,004.00

AGREEMENT SIGNATURES

Executed by the LPA:

The of

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

09/05/2024

By (Signature & Date)

09/05/2024

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Wood Dale	HR Green, Inc.	DuPage	20-00054-00-BR

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

**EXHIBIT A
SCOPE OF SERVICES**

FOR FEDERAL PARTICIPATION PROJECTS

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Wood Dale	HR Green, Inc.	DuPage	20-00054-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Anticipated notice to proceed (NTP)	November 15, 2023
Pre-final (95%) Plans to CLIENT and District	August xx, 2024
Initial-final (99%) Plans to CLIENT and District	September xx, 2024
Final Plans (100%)	October xx, 2024
Final CE Agreement, ROW documents to District	November xx, 2024
Letting	January 17, 2025

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Wood Dale	HR Green, Inc.	DuPage	20-00054-00-BR

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Technical Approach	25%
Firm's Experience	25%
Specialized Experience	10%
Staff Capabilities	10%
Past Performance/Similiar Project Experience	30%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	HR Green, Inc.
2	Baxter & Woodman
3	Christopher Burke

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Wood Dale	HR Green, Inc.	DuPage	20-00054-00-BR
16 LPA is a home rule community (Exempt from QBS).			<input checked="" type="checkbox"/> <input type="checkbox"/>

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds?	The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection. Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project. Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.
Agreement For	If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.
Agreement Type Number	From the drop down, select the type of agreement, types to choose from are: Original or Supplemental If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.
Local Public Agency	
Local Public Agency	Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number	Insert the job number assigned for the project, if applicable.
Project Number	Insert the project number assigned for this project, if applicable.
Contact Name	Insert the name of the LPA contact for this project.
Phone Number	Insert the phone for the LPA contact listed to the left without dashes.
Email	Insert the email for the LPA contact listed to the left.
Section Provisions	
Location	Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed to the left, if applicable.
Length	Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Structure Number	Insert the existing structure number(s) for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Add Location	Use this button to add additional location.
Remove Location	Use this button to remove a location added in error. Please note that at least one location is required.
Project Description	Insert a description of the work to be accomplished by this project.
Engineering Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Primary Consultant (Firm) Name	Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Address	Insert the address of the firm listed to the left.
City	Insert the city of the firm listed to the left.
State	Insert the state of the firm listed to the left.
Zip Code	Insert the zip code of the firm listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
Exhibit A	Insert the scope of services covered by this agreement/ project. This exhibit is required.
Exhibit B	Insert the project schedule that applies to this agreement/ project. This exhibit is required.
Exhibit C	Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.
Exhibit D	Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project. Subconsultants are defined as any firm that is required to complete a Cost Estimate of Consultant Services (CECS) Worksheet.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
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A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk



EXHIBIT A SCOPE OF SERVICES

For

Elizabeth Drive Bridge Replacement Phase II Engineering Services

Alan Lange
Director of Public Works
City of Wood Dale
720 N. Central Avenue
Wood Dale, Illinois, 60191
630.787.3761

Andy Underwager, P.E., S.E.
HR Green, Inc.
2363 Sequoia Drive, Suite 101
Aurora, Illinois, 60506
200489

October 18, 2023

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THIS SCOPE OF SERVICES is between **CITY OF WOOD DALE** (hereafter "CLIENT") and **HR GREEN, INC.** (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT has initiated a project requiring professional services for the preparation of plans, specifications and estimates for the replacement of a three-span through steel deck girder bridge, SN 022-7350 located 0.11 miles east of Addison Road in Wood Dale, Illinois.

HR Green, Inc. recently completed a Phase I Engineering Study that details the overall proposed improvements for the removal and replacement of the existing structure and associated approach roadway improvements. The approved Project Development Report (PDR) will serve as the basis for the development of the contract documents and right of way acquisition work.

The proposed improvement consists of removing and replacing SN 022-7350. The proposed structure, SN 022-7349 consists of a single-span composite steel girder bridge measuring 100'-10" back-to-back of abutments and 41'-10" out to out of deck . The bridge roadway width is 28'-0" with a 10'-0" separated multi-use path on the north side of the roadway. The proposed structure is on new tangent horizontal alignment; thus, eliminating the substandard curves of the existing roadway.

In general, this SCOPE OF SERVICES governs the Phase II engineering services required for the removal and replacement of the bridge carrying Elizabeth Drive over Salt Creek (Section 20-00054-00-BR). These services will include but are not limited to the following: supplemental field survey, completion of plat and legal description work, ROW appraisals/negotiations, utility coordination, permitting, landscaping restoration, environmental and agency coordination, and the preparation of contract plans, specifications, and estimates. For the purposes of this SCOPE OF SERVICES, it is assumed that the Phase II engineering services will conclude within 18 months of COMPANY receiving notice to proceed from CLIENT.

As CLIENT intends to use Federal funding for the design and right of way engineering, the Phase II engineering for the project will need to be processed through the IDOT Bureau of Local Roads and Streets (BLRS) and be completed according to Federal Highway Administration (FHWA) and National Environmental Policy Act (NEPA) requirements, in addition to applicable State and local requirements.

1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. IDOT BLR Manual;
- B. IDOT Bridge Manual; and
- C. IDOT BDE Manual.



2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Data Collection & Review

The purpose of this review is to identify any design elements that may need to be developed further or be reevaluated before proceeding with the preparation of the detailed plans, specifications, and estimates. COMPANY will gather and review available materials applicable for this SCOPE OF SERVICES. These materials include, but are not limited to the following:

- A. Phase I Project Development Report (PDR) and supporting documentation.
- B. Survey data.
- C. Regulatory agency coordination and clearances/approvals.
- D. Type, Size and Location drawings.
- E. Phase I CAD files.

2.2 Land Acquisition Services

- A. COMPANY will prepare a Plat of Highways and Legal Descriptions for the parcels identified in the approved Project Development Report. We estimate 3 Parcels will be affected.
- B. HDR, Inc. as a sub-consultant to COMPANY will provide right-of-way appraisals, review appraisals and negotiations for one (1) fee simple acquisition and four (4) temporary easements needed for the construction of the new bridge. If during the course of the project, it is determined that additional appraisals and negotiations are required, the additional effort can be covered on a Time and Material basis after acknowledgement and acceptance by the CLIENT.

The subconsultant's detailed scope of land acquisition services and associated fees are included in this SCOPE OF SERVICES (see Exhibit E).

2.3 Permitting and Environmental Coordination

- A. The Phase I Natural Resource Review (NRR) from IDOT is dated August 8, 2022. The NRR cleared biological resources and wetlands and is valid for two (2) years. Consequently, coordination with IDOT will be required to update the clearance if the projecting letting is after July 2024 in the form of an email request. It is anticipated that the review will result in the same finding (no involvement). A Bridge Bat Assessment will be conducted and submitted to IDOT as part of the coordination.
- B. The Army Corps of Engineers (ACOE) Section 404 Joint Application will be prepared and submitted including coordination with the Kane DuPage Soil and Water Conservation District (KDSWCD). It is anticipated that Nationwide Permit #14 (NWP #14) will be applicable for the proposed improvement. The joint application will require

- a valid wetland delineation. The current wetland delineation report is dated August 2021, and therefore valid until August 2026. No new wetland delineations are anticipated.
- C. Wetland banking credit coordination will be completed. As per the NRR, there are five wetlands and two other surface waters (OSW) located within the ESR limits. There will be impacts to all five wetlands totaling 0.217 acres. None of the sites has a native Floristic Quality Index or native Mean C value above 20 or 3.0, respectively. Mitigation is required for the permanent impacts to the wetlands at a 1.5:1.0. Total mitigation required for impacts to wetlands is estimated to be 0.3255 acres. Compensation for unavoidable adverse wetland impacts will be performed offsite within a USACE approved mitigation bank (Cedar Creek D) within the Des Plaines River & Lake Michigan Tributary Watershed (same IWPA drainage basin as project). There will also be permanent impacts to both delineated OSW sites totaling 0.035 acres. Mitigation is necessary for permanent OSW impacts as the OSW impacts total 0.1 acres or more. The mitigation ratio for permanent OSW impacts is 1.5:1.0, resulting in 0.053 acres of mitigation for OSW impacts.

It is anticipated that Cedar Creek D referenced in the NRR will have credits available. This will be confirmed with the bank owner but is anticipated to be valid along with the submitted Wetland Impact Evaluation (WIE) form. The budget includes wetland banking credits fees assuming 0.3255 banking acres are needed at \$100,000 per acre.

- D. A DuPage County Stormwater submittal will be prepared and submitted meeting the requirements of the DuPage County Stormwater & Floodplain Ordinance. COMPANY will respond to comments and resubmit as required.
- E. A Preliminary Environmental Site Assessment (PESA) was conducted by the Local Agency and dated December 16, 2021. The IDOT Bureau of Local Road (BLR) manual states that after 180 days and up to three (3) years, the environmental database review requires updating and a site investigation. After three (3) years, a new PESA is required. For purposes of this SCOPE OF SERVICES, it is anticipated that a validation review and a site reconnaissance will be conducted and reported in memorandum. A new action (i.e., PESA) is not anticipated.

A Preliminary Site Investigation (PSI) will be completed based on the recommendations of the PESA completed in Phase I (2021). This will be limited to the subsurface investigation associated with the petroleum pipeline. Subconsultant True North Consultants will collect the soil samples and report the results. The subconsultant scope has been included in this Scope of Services (See Exhibit F). As part of the evaluation, LPC forms will be developed.

2.4 Utility Coordination

Utility coordination will be conducted throughout the design phase of the project. COMPANY will investigate if any utilities impact the proposed improvements and coordinate with the utility owners to mitigate the impact including relocation if necessary. Coordination with the following utility owners is anticipated. Preliminary plan submittals will be made to each owner and follow-up coordination will be conducted as needed.



- A. Magellan Pipeline Company
- B. MCI / Verizon
- C. AT&T Distribution
- D. Comcast Communications
- E. Commonwealth Edison
- F. Nicor
- G. Everstream
- H. City of Wood Dale - CLIENT

2.5 Contract Plans

COMPANY will prepare the Phase II contracts plans, specifications, and other Phase II documents required for the removal and replacement of the existing structure and associated approach roadway work as described below. The plans will be submitted with the pre-final, initial final and final milestones.

The Type Size and Location (TS&L) plan forms the basis for the structural plan preparation.

The following sheets will be provided as part of the contract plans:

Item	No. of Sheets
Cover Sheet	1
Index of Sheets / General Notes / Standards / Commitments	1
Summary of Quantities	4
Typical Sections	2
Schedule of Quantities	2
Alignments, Ties and Benchmarks	1
Removal Plans	1
Drainage and Utilities	1
Plan & Profile	1
Detour Plan/MOT	1
Erosion Control and Landscaping Plan	1
Grading Plan	1
Erosion, Restoration and Sediment Control Details	1
ROW Plans	4
Pavement Marking Plan	1
General Plan and Elevation (GP&E)	1
General Data	1
Top of Slab Elevations	2
Top of Approach Slab Elevations	2
Superstructure	1
Superstructure Details	1
Railing Details	1
Diaphragm Details	1
Bridge Approach Slab Details	2



Framing Plan	2
IL36-2438 Beam Details	2
Abutment Sheets	2
H-Pile Details	1
Retaining Wall Plan & Details	2
Soil Boring Logs	2
IDOT District 1 Details	2
Cross Sections	5
Total No. of Sheets	53

B. AASHTOWare Bridge Rating

The final structural plans and specifications for this project will be accepted by the District based on the Structural Engineer’s seal, certification and signature per BLRS Manual Section 23-7.02.1, and on a sealed structure load rating submittal as described in BLRS Circular Letter 2017-16 and Structural Services Manual Section 4.2.2.

C. Quantity Calculations

COMPANY will prepare quantity calculations at each stage of the project for inclusion into the Summary of Quantities. The quantity calculations will be checked by a senior engineer and follow COMPANY’S QA/QC plan.

2.6 Project Specifications and Estimates:

A. COMPANY will prepare the following specifications and estimates (as applicable):

1. Supplemental Specifications and Recurring Special Provisions.
2. Project Specific Special Provisions (includes applicable District 1 special provisions).
3. Guide Bridge Special Provisions.
4. BDE Special Provisions.
5. BLR Special Provisions.

B. COMPANY will prepare an Engineer’s Opinion of Probable Cost (EOPC).

C. COMPANY will prepare an Estimate of Time (EOT) needed for construction of the proposed improvements.

2.7 Submittals:

During the development of the contract plans and specifications, COMPANY will make interim submittals to IDOT and CLIENT. This project will have three (3) submittals: Pre-final (95%), Initial-Final (99%) and Final (100%). Comments received will be addressed and dispositions of comments prepared and submitted with subsequent submittals.

Pre-final (95% Complete) Submittal



COMPANY will submit the following to IDOT & CLIENT for review and comment at the pre-final submittal (95%):

- Contract Plan sets (11"x17") as detailed above.
- Special Provisions.
- Estimate of Cost.
- Estimate of Time
- Lump Sum Breakdowns
- Copies of Utility Correspondence
- Proprietary Item Request Letter
- Copy of Phase 2 Kick-off meeting minutes
- Copy of Phase 1 Design Approval Page

Initial-final (99% Complete) Submittal

The contract plans and special provisions will be revised per comments on the pre-final plans (95%) received from IDOT and CLIENT. COMPANY will submit the following to IDOT & CLIENT for review and comment at the Initial-final submittal (99%):

- 1 (11x17) Cover Sheet (signed by LPA, SE, PE)
- 3 reduced (11x17) plan sets
- 3 sets of special provisions
- 2 Estimates of Cost with prices
- 2 Estimates of Cost without prices
- 2 Cost Breakdowns for lump sum items
- 2 Estimates of Time
- 1 copy of all utility correspondence letters
- 1 copy of Phase 1 approval page with signature and date
- 1 disposition of prefinal PS&E comments
- 1 copy of Phase 2 kickoff meeting minutes
- 1 copy of draft Certification Acceptance form BLR 24110

Final (100% Complete) Submittal

The contract plans and special provisions will be revised per comments on the initial-final plans (99%) received from IDOT & CLIENT. COMPANY will submit the following to IDOT & CLIENT at the final submittal (100%):

- 1 set (11x17) paper bond of all plan sheets unbound
- 1 copy of special provisions
- 1 CD containing final electronic files
- 1 final complete disposition of comments
- 3 Estimates of Cost with prices
- 1 Estimate of Cost without prices
- 2 Cost Breakdowns for lump sum items
- 2 Estimates of Time

2.8 Meetings and Coordination

COMPANY will attend the following meetings and field checks:

- A. One (1) kick-off meeting at CLIENT (3 people);
- B. One (1) kick-off meeting at IDOT D1 (2 people);
- C. One (1) IDOT Detour Committee meeting (2 people);
- D. Three (3) progress meetings with CLIENT (2 people);
- E. One (1) Public Informational Meeting (3 people);

COMPANY will conduct general coordination throughout the project with CLIENT, IDOT D1, various stakeholders, and any utility companies having facilities within project limits. This item includes, but is not limited to letters, telephone, e-mail correspondence, and filing of information. This item also includes meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings.

2.9 Quality Assurance and Quality Control

Quality Control and Quality Assurance (QC/QA) will be provided in accordance with COMPANY's IDOT-approved QC/QA plan, which outlines processes for project planning, including design input, outputs, review, and verification. The QC/QA plan also outlines internal processes, such as standardization, internal project audits, selection/rating of subconsultant, and monitoring of deliverables.

COMPANY will perform the following reviews prior to each of the three (3) milestone submittals:

- A. Quality Control Check – Project Manager.
- B. Peer Review – Senior Engineer not involved with project daily; and
- C. Constructability Review – Construction Personnel.

2.10 Phase III Support

- A. Two (2) people from COMPANY will attend the preconstruction meeting at IDOT, District One.
- B. COMPANY will assist with questions related to the design of the proposed improvements that may arise throughout construction. For the purposes of this SCOPE OF SERVICES, eighteen (18) responses to contractor Requests for Information (RFIs) have been assumed.
- C. COMPANY will review the shop drawings provided by the contractor for the new bridge over Salt Creek.

2.11 Administration

For the duration of this project, COMPANY will conduct project management and general administrative tasks associated with oversight and monthly billing. The following tasks will be completed as part of the project administration:

- A. COMPANY will prepare and regularly update a Project Work Plan. As a component, COMPANY management time is required to coordinate internally with senior staff and develop and modify a scheduling plan based on workload, resources and timing of project critical items and deliverables.
- B. COMPANY will monitor the budget and track expenditures.
- C. COMPANY will prepare monthly progress reports.



D. COMPANY will prepare monthly invoices and track collections.

2.12 Geotechnical Services

Wang Engineering, Inc. as a subconsultant to COMPANY will provide geotechnical engineering services for the following tasks:

- A. Drill one (1) new boring for the design of the retaining wall in the northwest quadrant of the bridge.
- B. Prepare Abbreviated Structure Geotechnical Report (ASGR).
- C. Provide soil sampling and analysis for disposal of Clean Construction Demolition Debris (CCDD).

The subconsultant’s detailed scope of services and associated fees are included in this Scope of Services (see Exhibit G).

3.0 Deliverables and Schedules Included in this Agreement

The following deliverables will be generated for this project and are included in this SCOPE OF SERVICES:

- A. ACOE Joint Application for NWP #14
- B. Plans, Specifications and Estimates

For the purposes of this SCOPE OF SERVICES, it is assumed that all Phase II engineering services will conclude within 18 months of COMPANY receiving notice to proceed from CLIENT.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

Schedule:

Anticipated notice to proceed (NTP)	November 2023
Pre-final (95%) Plans to CLIENT and District	August 2024
Initial-final (99%) Plans to CLIENT and District	September 2024
Final Plans (100%)	October 2024
Final CE Agreement, ROW documents to District	November 2024
Letting	January 17, 2025

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.



4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

The following items are not included as part of this SCOPE OF SERVICES:

- A. Phase I document updates, unless specifically included herein;
- B. Field/drain tile surveys;
- C. Updated or addendum ESR;
- D. Wetland delineations;
- E. PESA;
- F. Permit applications or fees for soil boring access with Magellan Pipeline;
- G. ACOE individual permit (NWP 14 assumed to be valid);
- H. Plant, animal and habitat surveys for T&E species or other;
- I. Incidental Take Authorization (ITA);
- J. Sanitary sewer design and/or plans;

Supplemental services not included in this SCOPE OF SERVICES and can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

- A. Wang Engineering will provide geotechnical services.(Exhibit G)
- B. HDR, Inc. will provide land acquisition services. (ExhibitE)
- C. True North will provide environmental services including the Preliminary Site Investigation (PSI) as required per the Preliminary Environmental Assessment (PESA). (Exhibit F)

6.0 Client Responsibilities

None

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY salaried hourly rates current at the time the AGREEMENT is signed. These salaried hourly rates are subject to change annually. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable within 45 days after approval by the City Council, and in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and



without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Services

Any service required but not included as part of this SCOPE OF SERVICES shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the SCOPE OF SERVICES. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and Material Not to Exceed, as detailed in **Exhibit D**.



8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.



8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.27 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.



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Prime Consultant (Firm) Name HR Green, Inc.	Prepared By Andy Underwager	Date
Consultant / Subconsultant Name HR Green, Inc.	Job Number D-91-591-20	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	181.58%
START DATE	12/15/2023		COMPLEXITY FACTOR	
RAISE DATE	3/25/2024		% OF RAISE	2.00%
END DATE	6/14/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/15/2023	3/25/2024	3	16.67%
1	3/26/2024	3/25/2025	12	68.00%
2	3/26/2025	6/25/2025	3	17.34%

The total escalation = 2.01%

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HR Green, Inc.

D-91-591-20

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	2.01%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Sr Engineer-People Manager	\$69.81	\$71.21
Sr Project Mgr-People Mgr	\$75.28	\$76.79
Senior Engineer	\$72.98	\$74.44
Senior Project Mgr	\$71.36	\$72.79
Lead Engineer	\$59.82	\$61.02
Project Manager	\$59.24	\$60.43
Lead Structural Eng	\$59.20	\$60.39
Lead Env. Planner	\$57.69	\$58.85
Project Engineer I	\$40.10	\$40.90
Project Engineer II	\$45.75	\$46.67
Staff Engineer I	\$32.25	\$32.90
Staff Engineer II	\$35.61	\$36.32
Proj Land Surveyor I	\$47.49	\$48.44
Proj Land Surveyor II	\$49.52	\$50.51
Staff Land Surveyor I	\$26.64	\$27.17
Staff Land Surveyor II	\$38.72	\$39.50
Staff Land Surveyor III	\$49.17	\$50.16
Construction Engineer II	\$46.49	\$47.42
Sr. Design Tech	\$41.16	\$41.99
Design Tech II	\$32.88	\$33.54
Project Coordinator	\$30.89	\$31.51
Admin Asst I	\$23.12	\$23.58
Admin Asst II	\$29.27	\$29.86

Local Public Agency	County	Section Number
City of Wood Dale	DuPage	20-0054-00-BR
Consultant / Subconsultant Name		Job Number
HR Green, Inc.		D-91-591-20

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Total	0.00	0.00

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

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DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	590	\$0.66	\$386.45
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Database Review (PESA Update)	Actual Cost	1	\$500.00	\$500.00
Wetland Banking Fees	Actual Cost	1	\$37,850.00	\$37,850.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$38,736.45

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COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **181.58%**

COMPLEXITY FACTOR **0**

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
2.1 Data Collection & Review		26	1,504	2,731	496		4,731	1.29%
2.2 Land Acquisition Services		62	3,464	6,290	1,143	8,150	19,047	5.19%
2.3 Permitting & Environmental Coord	38,350	174	11,386	20,675	3,757	3,396	39,214	10.68%
2.4 Utility Coordination		96	6,319	11,475	2,085		19,879	5.42%
2.5, 2.7 Contract Plans		1038	46,616	84,644	15,383		146,643	39.96%
2.6 Project Specifications & Estimates		86	4,505	8,181	1,487		14,173	3.86%
2.8 Meetings & Coordination	334	79	5,184	9,413	1,711		16,308	4.44%
2.9 QA/QC		84	5,523	10,029	1,823		17,375	4.73%
2.10 Phase III Support	52	69	3,872	7,031	1,278		12,181	3.32%
2.11 Administration		90	5,868	10,655	1,936		18,459	5.03%
2.12 Geotechnical Services		8	527	956	174	18,601	20,258	5.52%
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Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$38,736.45						\$38,736.45	10.55%
TOTALS		1812	94,768	172,080	31,273	30,147	367,004	100.00%

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AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			2.1 Data Collection & Review			2.2 Land Acquisition Services			2.3 Permitting & Environmental Coord.			2.4 Utility Coordination			2.5, 2.7 Contract Plans		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr Engineer-People Manag	71.21	189.0	10.43%	7.43	2	7.69%	5.48	6	9.68%	6.89				20	20.83%	14.84	18	1.73%	1.23
Sr Project Mgr-People Mgr	76.79	76.0	4.19%	3.22	2	7.69%	5.91				58	33.33%	25.60				4	0.39%	0.30
Senior Engineer	74.44	30.0	1.66%	1.23	2	7.69%	5.73				24	13.79%	10.27						
Senior Project Mgr	72.79	47.0	2.59%	1.89				4	6.45%	4.70				24	25.00%	18.20			
Lead Engineer	61.02	126.0	6.95%	4.24	4	15.38%	9.39							10	10.42%	6.36	92	8.86%	5.41
Project Manager	60.43	227.0	12.53%	7.57	4	15.38%	9.30	12	19.35%	11.70	20	11.49%	6.95	42	43.75%	26.44	34	3.28%	1.98
Lead Structural Eng	60.39	0.0																	
Lead Env. Planner	58.85	60.0	3.31%	1.95	4	15.38%	9.05				56	32.18%	18.94						
Project Engineer I	40.90	0.0																	
Project Engineer II	46.67	429.0	23.68%	11.05	4	15.38%	7.18				8	4.60%	2.15				346	33.33%	15.56
Staff Engineer I	32.90	20.0	1.10%	0.36													12	1.16%	0.38
Staff Engineer II	36.32	0.0																	
Proj Land Surveyor I	48.44	0.0																	
Proj Land Surveyor II	50.51	40.0	2.21%	1.12				40	64.52%	32.59									
Staff Land Surveyor I	27.17	0.0																	
Staff Land Surveyor II	39.50	0.0																	
Staff Land Surveyor III	50.16	0.0																	
Construction Engineer II	47.42	12.0	0.66%	0.31															
Sr. Design Tech	41.99	354.0	19.54%	8.20	2	7.69%	3.23										352	33.91%	14.24
Design Tech II	33.54	190.0	10.49%	3.52	2	7.69%	2.58				8	4.60%	1.54				180	17.34%	5.82
Project Coordinator	31.51	12.0	0.66%	0.21															
Admin Asst I	23.58	0.0																	
Admin Asst II	29.86	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		1812.0	100%	\$52.30	26.0	100.00%	\$57.84	62.0	100%	\$55.87	174.0	100%	\$65.44	96.0	100%	\$65.83	1038.0	100%	\$44.91

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Section Number

20-0054-00-BR

Consultant / Subconsultant Name

HR Green, Inc.

Job Number

D-91-591-20

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	2.6 Project Specifications & Estimates			2.8 Meetings & Coordination			2.9 QA/QC			2.10 Phase III Support			2.11 Administration			2.12 Geotechnical Services		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr Engineer-People Manager	71.21	2	2.33%	1.66	30	37.97%	27.04	24	28.57%	20.35	11	15.94%	11.35	72	80.00%	56.97	4	50.00%	35.61
Sr Project Mgr-People Mgr	76.79							12	14.29%	10.97									
Senior Engineer	74.44										4	5.80%	4.32						
Senior Project Mgr	72.79				7	8.86%	6.45	12	14.29%	10.40									
Lead Engineer	61.02	4	4.65%	2.84							16	23.19%	14.15						
Project Manager	60.43	28	32.56%	19.67	42	53.16%	32.13	24	28.57%	17.27	11	15.94%	9.63	6	6.67%	4.03	4	50.00%	30.21
Lead Structural Eng	60.39																		
Lead Env. Planner	58.85																		
Project Engineer I	40.90																		
Project Engineer II	46.67	52	60.47%	28.22							19	27.54%	12.85						
Staff Engineer I	32.90										8	11.59%	3.81						
Staff Engineer II	36.32																		
Proj Land Surveyor I	48.44																		
Proj Land Surveyor II	50.51																		
Staff Land Surveyor I	27.17																		
Staff Land Surveyor II	39.50																		
Staff Land Surveyor III	50.16																		
Construction Engineer II	47.42							12	14.29%	6.77									
Sr. Design Tech	41.99																		
Design Tech II	33.54																		
Project Coordinator	31.51													12	13.33%	4.20			
Admin Asst I	23.58																		
Admin Asst II	29.86																		
TOTALS		86.0	100%	\$52.39	79.0	100%	\$65.62	84.0	100%	\$65.75	69.0	100%	\$56.12	90.0	100%	\$65.20	8.0	100%	\$65.82



City of Wood Dale – Elizabeth Drive

HDR Engineering, Inc.

Scope of Services

April 14, 2023

HR Green (HRG) is requesting HDR provide land acquisition services to the City of Wood Dale (the City) to complete the project located at Elizabeth Drive and Addison Road. HRG has informed HDR there is one (1) parcel to be acquired. The parcel is commercial and owned by Brookwood Partners. HRG has indicated the City needs to acquire a partial take and temporary construction easement from the commercial parcel. HDR’s land acquisition tasks will include the following:

- 1.0 Project Management & Administration Services
- 2.0 Title Commitments Review Services
- 3.0 Appraisal Coordination Services
- 4.0 Negotiation Services
- 5.0 Condemnation Support Services (Pre-Hearing Support)

SCOPE OF SERVICE REQUIREMENTS OF HDR:

1.0 PROJECT MANAGEMENT AND ADMINISTRATIVE SERVICES

HDR will perform the following services related to project management and administration:

- 1.1 HDR Monthly Project Maintenance: perform financial reviews, maintain document control, oversight of BI dashboard and Pronto process, accounting tasks for monthly billing to HRG.
- 1.2 The HDR Project Manager will attend 1 project kick-off meeting with HRG and the City, either in-person or virtual.
- 1.3 Maintain communication with HRG throughout the course of the project.
- 1.4 Maintain land acquisition status report and provide to HRG on a bi-weekly basis or upon request.
- 1.5 Prepare QAQC checklists for offer packages and 60-Day Notices.
- 1.6 The HDR Project Manager will attend up to 1 in-person or virtual meeting throughout course of the project with HRG and the City to discuss project updates.

2.0 TITLE REVIEW SERVICES

HDR will perform the following services related to title reviews:



- 2.1 Review title commitments and supporting documentation provided by HRG.
- 2.2 Prepare a title curative report for the title commitment/parcel.
- 2.4 Request additional supporting title documentation and or later date title commitment.

3.0 APPRAISAL COORDINATION SERVICES

HDR will perform the following services related to appraisal coordination:

- 3.1 HDR will contract directly with an appraiser and review appraiser to provide appraisal services.
- 3.2 Order and monitor completion of 1 appraisal and 1 appraisal review report.
- 3.3 Conduct QAQC on appraisal reports before submittal to HRG.
- 3.4 Submit completed appraisal and appraisal review report to HRG for the City’s review and approval.
- 3.5 Revisions to appraisal or appraisal review report will be completed by the appraiser and or review appraiser in a timely manner.

4.0 NEGOTIATION SERVICES

HDR will perform the following services related to negotiations.

- 4.1 Research and identify contact information for property owner.
- 4.2 Prepare a negotiator contact report and update report for each contact made with the property owner.
- 4.3 Analyze title commitment, Plat of Highway, and appraisal and appraisal review prior to making the offer.
- 4.4 Prepare offer packages for up to 1 parcel. QAQC review will be performed on the offer package. Any revisions that are required will be completed before the offer package is mailed out to property owner.
- 4.5 An offer package will be sent to the property owner or the property owner’s designated representative via Certified Mail-Return Receipt Requested (CMRRR) and regular first-class mail. Retain copies of signed and unsigned CMRRR receipts.
- 4.6 HDR’s IDOT approved Negotiator will contact the property owner to discuss the offer package and answer questions about the project. The Negotiator will conduct up to 2 site visits to meet with the property owner. Advise the property owner on the counteroffer process. Secure necessary conveyance documents upon acceptance of the offer.



- 4.8 If the property owner submits a counteroffer and the City approves, HDR will prepare an Administrative Settlement memo and submit to HRG.
- 4.7 If a settlement cannot be reached with the property owner 30-days after making the original offer, a 60-Day Notice will be prepared and sent to the property owner or designated representative through CMRRR.
- 4.8 Submit 1 copy of the signed offer documents to HRG for the City’s review and approval.
- 4.9 Complete IDOT LPA Project and Parcel Certification checklists and submit to HRG.

5.0 CONDEMNATION SUPPORT SERVICES (PRE-HEARING)

HDR will perform the following services related to condemnation support:

- 5.1 If a settlement agreement cannot be reached with a property owner 90 days after making the original offer, HDR will refer the parcel to condemnation upon request from the City.
- 5.2 Upon request from the Village, HDR will prepare a condemnation referral package and submit to the City.

ASSUMPTIONS:

- Coordination with IDOT is anticipated for this project according to HRG.
- HRG Green shall provide all City approvals related to initial offer amount and settlement amount in written documentation as required.
- Title commitment and any later date title commitment shall be ordered by HRG and provided to HDR.
- Title commitment and any later date title commitment costs shall be at the expense of HRG.
- Plat of Highways and other Right-of-Way Exhibits shall be provided to HDR by HRG.
- All title company costs necessary shall be at the expense of the Village. The title company will disburse the proceeds to the property owner.

SCHEDULE:

- HRG has indicated that Right of Way clearance is needed before the end of 2024. Land acquisition shall start upon receiving Notice to Proceed (NTP) from HRG and will commence for **approximately** 12 months from issuance of NTP.

COST:

- \$3,000 fee for Negotiation Services. The parcel will be billed lump sum based on percent complete.
- \$3,400 fee for the Appraisal Report.
- \$1,750 fee for the Appraisal Review Report.

EXHIBIT F



Trusted Partner. Leading Environmental Solutions.

True North Consultants, Inc.
 1000 East Warrenville Road, Suite 140
 Naperville IL 60563
 (630) 717-2880
mbredrup@consulttruenorth.com

QUOTATION

Proposal Date:	4/17/2023
Proposal #:	P123-390

Client

HR Green Inc.
 Sean LaDieu
 2363 Sequoia Drive
 Aurora, IL 60506

Project

CCDD Soil Assessment

 Elizabeth Drive over Salt Creek
 Wood Dale, Illinois 60191

Description	Quantity	Units	Rate	Amount
CCDD Soil Assessment				
Associate Consultant - Field Work (est) (4hr min)	6	Hour(s)	\$95.00	\$570.00
Equipment, Materials and Vehicle	1	Unit(s)	\$300.00	\$300.00
Soil Sample Analysis - BETX	4	Sample(s)	\$65.00	\$260.00
Soil Sample Analysis - Polynuclear Aromatic Hydrocarbons (PNAs)	4	Sample(s)	\$125.00	\$500.00
Soil Sample Analysis - RCRA Metals	4	Sample(s)	\$85.00	\$340.00
Soil Sample Analysis - pH	4	Sample(s)	\$15.00	\$60.00
Soil Sample Analysis - TCLP Metal Extraction	4	Sample(s)	\$65.00	\$260.00
Soil Sample Analysis - TCLP Metal(s) (if needed)	4	Sample(s)	\$14.00	\$56.00
Laboratory 3-day rush analysis surcharge, 50% of analytical costs = \$710				
LPC 663 Consulting	1	Project	\$750.00	\$750.00
Principal Consultant - Report Review and QC	2	Hour(s)	\$150.00	\$300.00
Subtotal				\$3,396.00
Total				\$3,396.00

True North has assumed collecting four (4) soil samples from representative depths and locations within the project area. True North has assumed the soil samples can be collected utilizing hand tools. If soil is not accessible and hand tools cannot be utilized, True North can subcontract an environmental drilling contractor for an additional cost, only if authorized by Client. True North will PID screen all soil samples to identify any potential soil management issues. The above analytical are based on project information provided by Client. True North has assumed a standard turn-around-time of five to seven business days (does not include day of sampling). True North has identified the surcharge for rushing laboratory analysis, if requested by the Client. In addition to potential CCDD testing, costs for waste characterization analytical and profile consulting been identified, if necessary. The waste characterization sample will only be analyzed at direction of Client, and if necessary, and billed at the identified unit rates. The above costs do not include additional soil sampling to delineate/define soil impacts.

Authorization to Proceed

1. The hereby agree to the proposed scope, schedule and fees set forth within.
2. The attached terms and conditions are an integral part of this agreement.
3. Upon execution, this document represents a binding authorization to proceed.

Client Acceptance (sign below):

Print Name _____ Signature: _____ Date: _____

EXHIBIT F



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True North Consultants, Inc.
1000 East Warrenville Road, Suite 140
Naperville IL 60563
(630) 717-2880
mbredrup@consulttruenorth.com

QUOTATION

Proposal Date:	4/17/2023
Proposal #:	P123-390

Thank You For Your Business!

GENERAL TERMS & CONDITIONS OF SERVICES

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are the only terms that govern the attached Master Service Agreement, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named in the Agreement ("Client"). Client's acceptance of the Agreement includes acceptance of these Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of the Agreement, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing, electronically or orally, to commence performance in accordance with the requested Consulting Services (as defined in the Agreement) and the Terms. In the event of a conflict between these Terms and the Agreement, the terms of the Agreement will prevail unless otherwise agreed to by the parties in writing.

2.0 LIMITED WARRANTY

- 2.1 Professional Standard of Care: True North warrants that it will perform the Consulting Services consistent with the level of care and skill ordinarily exercised by other professional consultants in the same locale and under similar circumstances at the same time the Consulting Services are performed.
- 2.2 Exclusive Remedy: True North's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:
 - 2.2.1 True North will use reasonable commercial efforts to promptly cure any breach; provided, that if True North cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's notice of such breach, Client may, at its option, terminate the Agreement by service of written notice of termination.
 - 2.2.2 In the event the Agreement is terminated pursuant to Section 2.2.1 above, True North will within thirty (30) days after the effective date of termination refund to Client any fees paid by Client as of the date of termination for the Consulting Services, less a deduction equal to the fees for receipt or use of such Consulting Services up to and including the date of termination on a pro-rated basis.
 - 2.2.3 The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after acceptance of such Consulting Services to True North.
- 2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The subcontractors' invoices shall be billed in accordance with the Agreement. Nothing in this Section 3 shall require that services or equipment be obtained through competitive bidding or be available from multiple sources. True North shall not be responsible for the means and methods utilized by its subcontractors.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in addition to True North's fee schedules set forth in the Agreement.

4.0 SITE ACCESS AND SITE CONDITIONS

- 4.1 Client shall grant or obtain free access to the site for all equipment and personnel for True North to perform the Consulting Services for the Project (as defined in the Agreement) set forth in the Agreement. Client shall notify any and all possessors of the Project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of the Agreement unless so specified in True North's proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy set forth in the Agreement.
- 4.2 Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for its data,



interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed by True North or any other party. To the extent True North must rely upon data provided by another party, True North will not be liable for any claim of injury or loss arising from such data. Client acknowledges that whenever a project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the Consulting Services are performed with skill and care.

5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four (4) weeks for Consulting Services performed during the previous four (4) weeks. Payment shall be due within thirty (30) days of invoice date. If Client objects to all or any portion of any invoice, Client shall so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client shall pay the balance as stated on the invoice. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorneys' fees) in connection with collection of any delinquent amount shall be paid by Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend Consulting Services under the Agreement, without incurring liability to Client, after giving seven (7) days' written notice to Client. Client acknowledges that True North's fee schedules are subject to change on an annual basis without prior notice.

6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by True North for Client are the instruments of True North's Consulting Services. The Consulting Services provided by True North are solely for Client's use for the Project and site described in the Agreement. Any documents prepared by True North for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of Consulting Services without True North's specific authorization to do so.
- 6.2 Electronic Files: Client hereby grants permission for True North to use information and data provided by Client, including electronic records produced or provided by Client in the completion of the Project. Client also grants permission to True North to release True North documents electronically to consultants, contractors, and vendors as required in the execution of the Project.
- 6.3 Retention Period: True North shall not be obligated to maintain written documents and electronic files relating to its Consulting Services performed for Client under the Agreement for more than five (5) years following completion of the relevant Consulting Services.

7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by applicable law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverage of this type, True North will, upon the Client's written request made prior to the performance of Consulting Services, obtain additional insurance (if possible) at Client's expense.

8.0 ALLOCATION OF RISK

- 8.1 Limitation of Liability: IN NO EVENT SHALL TRUE NORTH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRUE NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRUE NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRUE NORTH PURSUANT TO THE AGREEMENT. If Client prefers not to limit True North's professional liability to this sum, True North will waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client enters into the Agreement. In the event Client makes a claim against True North for any act arising out of the performance of True North's Consulting Services, and



fails to prove such claim, then Client agrees to pay all attorneys' fees and other costs incurred by True North in defense of such claim.

- 8.2 Indemnification: Client shall indemnify, defend and hold harmless True North and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to either a breach by Client of its obligations hereunder or the act or omission or willful misconduct of Client or anyone acting under Client's direction or control.

9.0 CHANGES

- 9.1 Unforeseen Site Conditions: True North reserves the right to make reasonable changes in the Consulting Services to be performed after acceptance of the Agreement. Client understands that unforeseen site conditions may require changes in the scope of Consulting Services to be performed.
- 9.2 Unauthorized Changes: If changes are made to True North's work products for Consulting Services by Client or persons other than True North, and these changes affect True North's Consulting Services, any and all liability against True North arising out of such changes is waived and Client shall assume full responsibility for such changes unless Client has given True North prior notice and has received from True North written consent for such changes.
- 9.3 Client-Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from its subcontractors and will provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. True North shall authorize the requested change by amending the contract price and contract time in the Agreement.

10.0 NOTIFICATION OF HAZARDS

Client shall notify True North of any information Client has with respect to the existence or suspected existence of biological pollutants, hazardous materials, oil, or asbestos in the environment, including, but not limited to the air, soil, and water at the site. Client shall advise True North immediately of any information which Client receives regarding the existence of any such hazardous materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of Consulting Services, unless specifically outlined in its written scope of Consulting Services, does not include the investigation or detection of the presence of any biological pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around any structure. In addition, Client shall defend, indemnify, and hold harmless True North from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to biological pollutants in or around any structure.

12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North shall not assume, by virtue of performing Consulting Services on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, True North shall not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding any Agreement, True North's Consulting Services or any report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that True North will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA COMPLIANCE

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or its subcontractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total Project cost shall be equitably adjusted by the amount of such additional costs.

15.0 DISPUTE RESOLUTION; CHOICE OF FORUM

Any claims or disputes between Client and True North arising out of or related to the Consulting Services provided by True North or out of or related to the Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Any claims arising out of or relating to the sale of Consulting Services provided by

EXHIBIT F



True North and/or the relationship between True North and Client shall be asserted only in the state or federal courts located in Cook County or DuPage County, Illinois. Client hereby unconditionally consents to the jurisdiction and venue of said courts.

16.0 MISCELLANEOUS

- 16.1 **Governing Law:** These Terms and all matters arising out of, or related to, the sale of Consulting Services by True North to Client and/or the relationship between True North and Client shall be deemed to have been made and governed by the substantive laws of the State of Illinois, without regard to its choice-of-law or conflict-of-laws provisions.
- 16.2 **Severability:** If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.
- 16.3 **Entire Agreement:** The terms contained in the Agreement and these Terms comprise the entire agreement between True North and Client concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of these Terms or the Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.
- 16.4 **All Rights Reserved:** All rights and remedies of True North provided in these Terms are cumulative and not exclusive, and the exercise by True North of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.
- 16.5 **No Assignment:** The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.
- 16.6 **Waste Manifests:** If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

END OF TERMS AND CONDITIONS

REVISED: June 27, 2019

EXHIBIT G



1145 North Main Street
Lombard, Illinois 60148
Phone (630) 953-9928
www.wangeng.com

March 29, 2023

Mr. Andy Underwager, PE, SE
Senior Structural Engineer

HR GREEN, INC.

2363 Sequoia Drive, Suite 101
Aurora, IL 60506

Re: Proposal for Geotechnical Engineering Services
Elizabeth Drive over Salt Creek/Phase II
Wood Dale, Illinois
Wang PKE235103

Dear Mr. Underwager:

Wang Engineering, Inc. (Wang) is pleased to present this proposal to provide geotechnical engineering services for Phase II of the subject project. The following describes our proposed scope of work, cost estimate, and assumptions made in developing the cost estimate.

SCOPE OF WORK

Based on the information provided by HR Green, Inc. (HR Green), Wang's scope of work will include a geotechnical investigation for a retaining wall extending from Station 18+97 to the back of west abutment of the bridge carrying Elizabeth Drive over Salt Creek, environmental CCDD testing for the material making up the current approach embankment, and measurements of the approach pavement thickness. For the retaining wall, Wang proposes to drill and sample one 30-foot-deep SPT structure boring and a 10-foot-deep hand auger boring that will supplement the subsurface data provided by the boring already drilled near the bridge west abutment. For the CCDD sampling and testing, two 10-foot-deep borings will be drilled through the approach pavement, one on each side of the bridge. The existing pavement thickness will be measured at the same locations (see attached Boring Location Plan). To accomplish the project objectives, Wang will carry out the following tasks

Geotechnical Drilling and Sampling: Wang will provide equipment, labor, and associated materials to drill and sample about 60 feet of soil in four boreholes. In the structure boring, the soil will be sampled at 2.5-foot intervals to the termination depths. In the hand auger boring, the soil will be sampled continuously. In the CCDD borings, Wang will collect soil samples at 5 foot intervals, will inspected the soil for the presence of staining, odor, or other signs of contamination, and monitor for the presence of volatile organic

EXHIBIT G

compounds (VOC) using a calibrated photo-ionization detector (PID). After completion, the boreholes will be grouted, and the remaining soil spoils will be spread around the area. Wang will make reasonable efforts to restore off-pavement areas and leave them in a condition suitable for their previous use. Landscaping restoration, including seeding or sodding, will not be performed. The field investigation program will require traffic control with flaggers.

Field Supervision: Prior to drilling, Wang will layout the borings in the field and clear the utilities through the JULIE one-call system and in-house utility location tools. To help identify potential utilities in the vicinity of our borings, Wang will use ground penetrating radar (GPR) system consisting of a 350 or 400 MHz antenna to perform a non-invasive geophysical survey. In general, GPR field collections follows that referenced in ASTM D6432, and more information on both the general method and collection procedures can be found in the standard. In general, a 350/400 MHz antenna should yield data to 4 to 5 feet in the anticipated soil conditions. A field engineer will monitor drilling activities, maintain daily field notes, prepare field boring logs, as well as receive, classify, and prepare soils samples for laboratory analysis. Soil samples will be classified in accordance with the IDH Soil Classification System. The boring locations will be surveyed with a mapping-grade GPS (accuracy of 1.5 to 5.0 feet). Boring stations, offsets, and elevations will be provided by HR Green.

Geotechnical Laboratory Testing: The soil testing program will include natural moisture content tests on the structure boring samples and particle size analysis and Atterberg limits tests on selected samples. Analytical laboratory test will be conducted on samples from the CCDD borings.

Engineering Analysis and Recommendations: Wang will prepare a Structure Geotechnical Report (SGR) in accordance with the current IDOT Geotechnical Manual. The SGR will include a detailed description of soil and groundwater conditions, field and laboratory testing procedures and results, and geotechnical engineering analyses, as well as recommendations to support the design and construction of the new retaining wall. The report will include a site location map, a boring location plan, boring logs including the results of the laboratory testing, a soil profile, pavement thickness measurements, and CCDD test results. Our scope of work does not include issuing a soil management plan or providing an IEPA LPC-663 form if the soils are found to be clean. We can amend our proposal to provide these services if required.

SCHEDULING

Wang will start the project expediently upon prior authorization to proceed. We anticipate that, after utility clearance, one working day will be necessary to complete the drilling phase of the project. The laboratory testing program will be completed within three weeks after field activity completion. A draft report will be submitted to HR Green for review within two weeks after receiving a preliminary TSL plan.

EXHIBIT G

PKE235102
Elizabeth Drive over Salt Creek/Phase II
March 29, 2023
Page 3 of 3



ESTIMATED COST AND ASSUMPTIONS

Wang proposes to provide the above tasks on time and expense basis according to the attached cost estimate. Wang would not exceed the estimated upper limit without the Client approval. In preparing the cost estimate we have assumed the following conditions:

- Work will be completed during normal working hours
- Permitting with the Forest Preserve may be required to drill the retaining wall borings, and
- Traffic control will be necessary and is included in the cost estimate.

Wang Engineering, Inc. appreciates the opportunity to present this proposal. If you have questions, or if you require additional information, please contact us at (630) 953-9928.

Sincerely,

WANG ENGINEERING, INC.

Liviu Iordache, PG
Department Manager III

Ramesh KC, PE
Project Engineer

Attachment

1. Cost Estimate
2. Boring Location Plan

Name: Elizabeth Drive Retaining Wall
RFP/PTB/PSB/Item: NA
Contract/Job: NA

Date: 03/29/2023
Wang No.: PKE235103

Task Description	Units	Unit Price	Extended Cost
DRILLING, SAMPLING & INSITU TESTING			
Drilling Coordination, JULIE Utilities Clearance	2.0 Hours	\$120.00 /Hour	\$240.00
Mobilization (ATV mounted)	0	\$1,700.00 /Each	\$0.00
Stand-by Hourly Rate	0.0 Hours	\$485.00 /Hour	\$0.00
<u><i>Drilling & Sampling - Hourly (SPT, Penetrometer, Rimac, Visual Classification Included)</i></u>			
Two-man crew - normal working hrs	6.0 Hours	\$485.00 /Hour	\$2,910.00
Two-man crew - overtime (2 hrs per day)	0.0 Hours	\$535.00 /Hour	\$0.00
<u><i>Hand Augering, Pavement/ Deck Coring & Testing</i></u>			
Two-man crew - normal working hrs	2.0 Hours	\$485.00 /Hour	\$970.00
Two-man crew - overtime (2 hrs per day)	0.0 Hours	\$535.00 /Hour	\$0.00
Asbestos content testing on deck cores	0 Tests	\$200.00 /Test	\$0.00
<u><i>Surveying of Boring Locations (Two-man crew)</i></u>			
	0.0 Hours	\$300.00 /Hour	\$0.00
<u><i>Monitoring Well or Inclinator Installation</i></u>			
<u><i>2.0- or 4-inch monitoring wells</i></u>			
Two-man crew - normal working hours	0.0 Hours	\$485.00 /Hour	\$0.00
Two-man crew - overtime (2 hours per day)	0.0 Hours	\$535.00 /Hour	\$0.00
<u><i>Inclinator casing instalation</i></u>			
Two-man drilling crew - normal working hours	0.0 Hours	\$485.00 /Hour	\$0.00
Two-man crew - overtime (2 hours per day)	0.0 Hours	\$535.00 /Hour	\$0.00
<u><i>Other items - at cost</i></u>			
55-gallon DOT containment drums	0.0 Drums	\$80.00 /Drum	\$0.00
Digital datalogger and barometer	0.0 Each	\$1,750.00 /Each	\$0.00
Well and Casing Materials	At Cost		\$0.00
<u><i>Other Insitu Tests</i></u>			
Pressuremeter testing	0 Days	\$3,750.00 /Day	\$0.00
Vane shear	0 Tests	\$325.00 /Test	\$0.00
Dilatometer testing	At Cost		\$0.00
Cone penetration testing (CPT/CPTu)	At Cost		\$0.00
Photoionization detector (PID)	1 Days	\$125.00 /Day	\$125.00
Double ring infiltrometer test (ASTM D3385)	0 Tests	\$1,500.00 /Test	\$0.00
Single ring infiltrometer test (Chicago Stormwater Ordinance)	0 Tests	\$750.00 /Test	\$0.00
<u><i>Boring Location Accessibility, Railroad Fees, State/County/Municipal Fees, Barge Drilling</i></u>			
Private utility determination	1 At Cost	\$1,750.00	\$1,750.00
Tree clearance	At Cost		\$0.00
Guardrail removal and replacement	At Cost		\$0.00
Dozer / equipment rental	At Cost		\$0.00
Railroad permitting	At Cost		\$0.00
Railroad protective insurance	At Cost		\$0.00
Railroad flagman	At Cost		\$0.00
Pavement opening permit	At Cost		\$0.00
State/Forest Preserve/municipal permit	1 At Cost	\$200.00	\$200.00
Barge drilling on a navigable waterway	At Cost		\$0.00
			\$6,195.00

Name: Elizabeth Drive Retaining Wall
RFP/PTB/PSB/Item: NA
Contract/Job: NA

Date: 03/29/2023
Wang No.: PKE235103

Task Description		Units	Unit Price	Extended Cost	
LABORATORY TESTING					
T265	D2216	Water Content	17 Tests	\$14.00 /Test	\$238.00
--	D7263	Unit Weight (Density)	0 Tests	\$44.00 /Test	\$0.00
T100	D854	Specific Gravity	0 Tests	\$80.00 /Test	\$0.00
--	D4972	pH of Soil	0 Tests	\$68.00 /Test	\$0.00
T267	D2974	Organic Content by LOI	0 Tests	\$72.00 /Test	\$0.00
T194	--	Organic Content by Wet Combustion	0 Tests	\$160.00 /Test	\$0.00
<u>Particle Size Distribution</u>					
T88	D422	Sieve Analysis	Tests	\$96.00 /Test	\$0.00
T88	D422	Combined Sieve and Hydrometer	2 Tests	\$157.00 /Test	\$314.00
--	D1140	Percent Finer than No. 200 Sieve	0 Tests	\$64.00 /Test	\$0.00
<u>Atterberg Limits</u>					
T89, T90	D4318	Liquid and Plastic Limits	2 Tests	\$96.00 /Test	\$192.00
T92	D427	Shrinkage Factors	0 Tests	\$116.00 /Test	\$0.00
<u>Classification of Soils</u>					
--	D2488	Visual Manual	0 Samples	\$23.00 /Sample	\$0.00
--	D2487	Unified Soil Classification System	0 Samples	\$253.00 /Sample	\$0.00
M145	--	AASHTO Classification	0 Samples	\$253.00 /Sample	\$0.00
--	--	USDA Classification	0 Samples	\$157.00 /Sample	\$0.00
<u>Soil Settlement, Swelling, and Collapse Potential</u>					
T216	D2435	One-Dimensional Consolidation	0 Tests	\$700.00 /Test	\$0.00
--	D4546	One-Dimensional Swell	0 Tests	\$680.00 /Test	\$0.00
--	D5333	Collapse Potential	0 Tests	\$380.00 /Test	\$0.00
<u>Shear Strength of Soil</u>					
		Rimac Unconfined Compressive Strength	0 Tests	\$20.00 /Test	\$0.00
T208	D2166	Unconfined Compressive Strength	0 Tests	\$100.00 /Test	\$0.00
T236	D3080	Direct Shear of Soils (3 points)	0 Tests	\$900.00 /Test	\$0.00
T296	D2850	UU Triaxial Compression (3 points)	0 Tests	\$426.00 /Test	\$0.00
T297	D4767	CU Triaxial Compression (3 points)	0 Tests	\$1,407.00 /Test	\$0.00
T297	D4767	CD Triaxial Compression (3 points)	0 Tests	\$1,407.00 /Test	\$0.00
	D7012	Peak Uniaxial Compressive Strength of Rock Core	0 Tests	\$240.00 /Test	\$0.00
<u>Laboratory Compaction Tests</u>					
T99	D698	Moisture-Density of Soils (Standard Effort)	0 Tests	\$252.00 /Test	\$0.00
T180	D1557	Moisture-Density of Soils (Modified Effort)	0 Tests	\$264.00 /Test	\$0.00
T193	D1883	California/Illinois Bearing Ratio (3 points)	0 Tests	\$1,186.00 /Test	\$0.00
<u>Coefficient of Permeability</u>					
T215	D2434	Hydraulic Conductivity (Constant Head)	0 Tests	\$578.00 /Test	\$0.00
--	D5084	Hydraulic Conductivity (Flexible Wall)	0 Tests	\$607.00 /Test	\$0.00
<u>Additional Sample Preparation Procedures</u>					
		Removal of Organic Matter	0 Samples	\$107.00 /Sample	\$0.00
		Extrusion & Preservation of Undisturbed Samples	0 Samples	\$35.00 /Sample	\$0.00
		Logging & Classification of Undisturbed Samples	0 Samples	\$80.00 /Sample	\$0.00
		Remolding and Trimming of Samples	0 Samples	\$76.00 /Sample	\$0.00
<u>Planting Soil Mix Testing</u>					
<i>Chemical Analyses & Mitigation Recommendations (300 g sample required)</i>					
		pH, CEC, Soluble Salts, OM, P, K, Other Nutrients	0 Tests	\$139.00 /Test	\$0.00
		Residual Chemicals, Herbicides Full Screen	0 Tests	\$788.00 /Test	\$0.00
<i>Mechanical Analyses & Mitigation Recommendations (1,000 g sample required)</i>					
T88	D422	Combined Sieve and Hydrometer	0 Tests	\$157.00 /Test	\$0.00
<u>Analytical Laboratory Services - for CCDD (200% fee for 3-day turn-around rush orders)</u>					
		pH Determination	4 No	\$14.00 /Each	\$56.00
		Volatile Organic Components (VOCs)	2 No	\$121.00 /Each	\$242.00
		SemiVOCs including PNA's	2 No	\$202.00 /Each	\$404.00
		PCBs	2 No	\$83.00 /Each	\$166.00
		RCRA Total Metals (8)	2 No	\$97.00 /Each	\$194.00
		TCLP/SPLP Extraction	0 No	\$97.00 /Each	\$0.00
		TCLP/SPLP per each metal	6 No	\$55.00 /Each	\$330.00
		Herbicides	0 No	\$202.00 /Each	\$0.00
		Pesticides	0 No	\$115.00 /Each	\$0.00
<u>Corrosion Testing</u>					
		(Resistivity, Chlorides, pH, Redox, and Sulfates)	0 No	\$395.00 /Each	\$0.00
				\$2,136.00	

Name: Elizabeth Drive Retaining Wall
RFP/PTB/PSB/Item: NA
Contract/Job: NA

Date: 03/29/2023
Wang No.: PKE235103

Task Description	Units	Unit Price	Extended Cost
TRAFFIC CONTROL			
<u><i>Expressway (1/2 mile)</i></u>			
Shoulder Closure	0.0 No.	\$1,060.00 /Each	\$0.00
One-lane Closure	0.0 No.	\$3,450.00 /Each	\$0.00
Two-lane Closure	0.0 No.	\$3,660.00 /Each	\$0.00
Three-lane Closure-Only Saturday	0.0 No.	\$4,050.00 /Each	\$0.00
Ramp Closure (Exit-Entrance)	0.0 No.	\$1,090.00 /Each	\$0.00
Additional 1/2 mile	0.0 No.	\$100.00 /Each	\$0.00
<u><i>Arterial (1/2 mile)</i></u>			
Shoulder Closure	0.0 No.	\$900.00 /Each	\$0.00
One-lane Closure	0.0 No.	\$1,000.00 /Each	\$0.00
Two-lane Closure	0.0 No.	\$1,100.00 /Each	\$0.00
Detour	0.0 No.	\$1,100.00 /Each	\$0.00
U-2	0.0 No.	\$1,300.00 /Each	\$0.00
Standard #701421 (Over 45mph)	0.0 No.	\$1,900.00 /Each	\$0.00
<u><i>Impact Attenuator with Driver</i></u>			
Port-to-Port	0.0 Hours	\$245.00 /Hour	\$0.00
<u><i>Roadway Flagmen (two-man crew)</i></u>			
Port-to-Port	4.0 Hours	\$300.00 /Hour	\$1,200.00
			\$1,200.00

Note: Prices are for weekday only (Monday through Friday). Weekend rates (Saturdays and Sundays) are higher and will be provided per project

FIELD VEHICLES & MILEAGE			
<u><i>Field Vehicle</i></u>			
Field Vehicle Mileage (>100 Miles per Day)	0.0 Miles	\$0.655 /Mile	\$0.00
Field Vehicle Daily (<100 Miles per Day)	2 Days	\$65.00 /Day	\$130.00
			\$130.00

OUT-OF-TOWN EXPENSES			
Per County	<u><i>Lodging</i></u>	0 Days	\$100.00 /Day
	<u><i>Per Diem</i></u>	0 Days	\$50.00 /Day
			\$0.00

SUMMARY	
<i>DRILLING, SAMPLING & INSITU TESTING</i>	\$6,195.00
<i>LABORATORY TESTING</i>	\$2,136.00
<i>TRAFFIC CONTROL</i>	\$1,200.00
<i>FIELD VEHICLES & MILEAGE</i>	\$130.00
<i>OUT-OF-TOWN EXPENSES</i>	\$0.00
	\$9,661.00

EXHIBIT G

Bureau of Design and Environment
Prepared By: Consultant

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Wang Engineering, Inc.
 PRIME/SUPPLEMENT Supplement
 Prepared By Ramesh KC

DATE 03/29/23
 PTB-ITEM# 0

CONTRACT TERM 7 MONTHS
 START DATE 5/1/2023
 RAISE DATE 4/1/2024
 END DATE 11/30/2023

OVERHEAD RATE 185.70%
 COMPLEXITY FACTOR 0
 % OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2023	11/30/2023	7	100.00%

The total escalation = 0.00%

EXHIBIT G

Bureau of Design and Environment
Prepared By: Consultant

PAYROLL RATES

FIRM NAME Wang Engineering, Inc. DATE 03/29/23
PRIME/SUPPLEMENT Supplement
PTB-ITEM # 0

ESCALATION FACTOR 0.00%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal in Charge	\$90.50	\$90.50
Project Manager	\$66.45	\$66.45
Senior Engineer	\$66.45	\$66.45
Project Engineer/Project Ge	\$45.37	\$45.37
Assistant Engineer/Assistan	\$32.26	\$32.26
Laboratory Technician	\$34.13	\$34.13
Administrative Assistant	\$34.12	\$34.12
QC/QA Reviewer	\$87.24	\$87.24

**COST PLUS FIXED FEE
EXHIBIT G
COST ESTIMATE OF CONSULTANT SERVICES**

Bureau of Design and Environment
Prepared By: Consultant
DATE 03/29/23

FIRM Wang Engineering, Inc.
PTB-ITEM # 0
PRIME/SUPPLEMENT Supplement

OVERHEAD RATE 185.70%
COMPLEXITY FACTOR 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Site Access & Permitting	10	454	843		168		-	1,465	7.88%
	Boring Layout & Logging	16	516	959	7,525	191		-	9,191	49.41%
	Laboratory Testing	2	68	127	2,136	25		-	2,356	12.67%
	Data Analyses & Engineering	17	748	1,389		277		-	2,414	12.98%
	Report Preparation	11	665	1,234		246		-	2,145	11.53%
	Project Management	5	319	593		118		-	1,030	5.54%
			-	-		-		-	-	
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	Subconsultant DL					0		-	-	
	TOTALS	61	2,770	5,145	9,661	1,025	-	-	18,601	100.00%

7,915

DBE 0.00%

EXHIBIT C AVERAGE HOURLY PROJECT RATES

FIRM Wang Engineering, Inc.
PTB-ITEM# 0
PRIME/SUPPLEMENT Supplement

DATE 03/29/23

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Site Access & Permitting			Boring Layout & Logging			Laboratory Testing			Data Analyses & Engineerin			Report Preparation		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal in Charge	86.00	1.0	1.64%	1.41															
Project Manager	66.45	3.0	4.92%	3.27															
Senior Engineer	66.45	6.0	9.84%	6.54	0								2	11.76%	7.82	4	36.36%	24.16	
Project Engineer/Project Ge	45.37	25.0	40.98%	18.59	10	100.00%	45.37						10	58.82%	26.69	5	45.45%	20.62	
Assistant Engineer/Assistar	32.26	21.0	34.43%	11.11	0			16	100.00%	32.26			5	29.41%	9.49				
Laboratory Technician	34.13	2.0	3.28%	1.12							2	100.00%	34.13						
Administrative Assistant	34.12	1.0	1.64%	0.56															
QC/QA Reviewer	86.00	2.0	3.28%	2.82												2	18.18%	15.64	
		0.0																	
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TOTALS		61.0	100%	\$45.41	10.0	100.00%	\$45.37	16.0	100%	\$32.26	2.0	100%	\$34.13	17.0	100%	\$43.99	11.0	100%	\$60.42

EXHIBIT C AVERAGE HOURLY PROJECT RATES

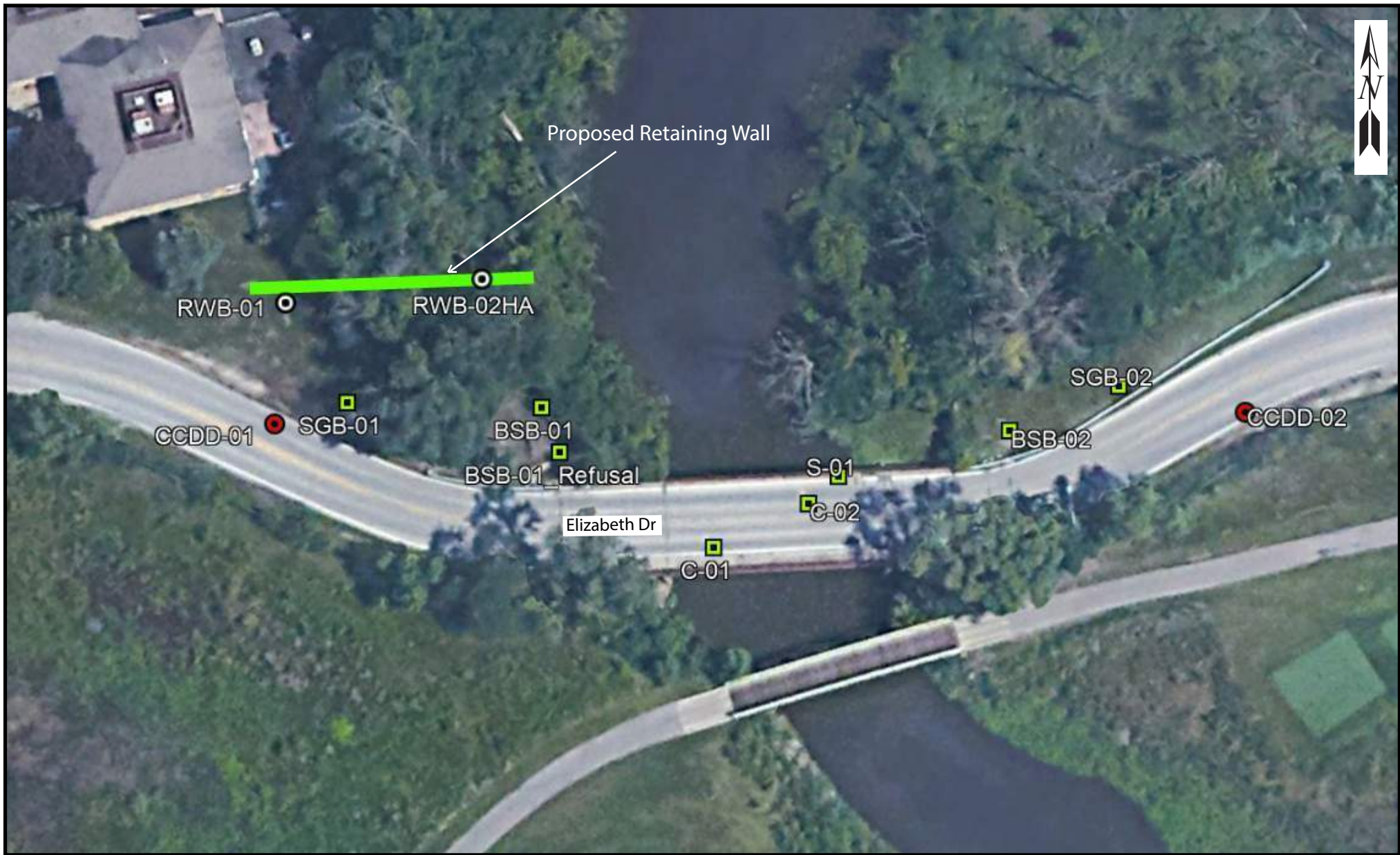
FIRM Wang Engineering, Inc.
PTB-ITEM# 0
PRIME/SUPPLEMENT Supplement

DATE 03/29/23

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Project Management			Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg															
Principal in Charge	86.00	1	20.00%	17.20															
Project Manager	66.45	3	60.00%	39.87															
Senior Engineer	66.45																		
Project Engineer/Project Ge	45.37																		
Assistant Engineer/Assistan	32.26																		
Laboratory Technician	34.13																		
Administrative Assistant	34.12	1	20.00%	6.82															
QC/QA Reviewer	86.00																		
TOTALS		5.0	100%	\$63.89	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

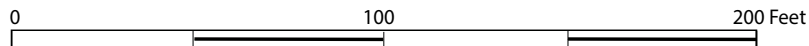
EXHIBIT G



Legend

- /● Proposed Boring Locations
- Existing Borings

Scale



BORING LOCATION PLAN: ELIZABETH DRIVE OVER SALT CREEK, PHASE II
WOOD DALE, DUPAGE COUNTY, ILLINOIS

SCALE: GRAPHICAL

EXHIBIT 1

DRAWN BY: RKC
CHECKED BY: Liviu Iordache



A Terracon Company
Packet Page #131

1145 N. Main Street
Lombard, IL 60148
www.terracon.com

FOR HR GREEN, INC.

PKE235103



REQUEST FOR COMMITTEE ACTION

Referred to Council: September 12, 2024
Subject: LinqThingz Predictive Mobility System
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of an Agreement between the City of Wood Dale and Canadian Pacific Kansas City Limited (CPKC) for Installation and Funding of a Predictive Mobility System and ITS Interconnect for Advanced Warning Signs

RECOMMENDATION:

Staff Recommends Approval of an Agreement between the City of Wood Dale and Canadian Pacific Kansas City Limited (CPKC) for Installation and Funding of a Predictive Mobility System and ITS Interconnect for Advanced Warning Signs.

BACKGROUND:

As a result of the recent acquisition of Kansas City Southern Railway by Canadian Pacific Railway Limited, the federal Surface Transportation Board, in response to ongoing negotiations by the coalition to stop the merger, has imposed two conditions aimed to mitigate potential impacts on surrounding communities, including Wood Dale. These conditions include installation and funding of “a predictive mobility system, interconnected with existing railroad crossing signals, that will deliver advanced notice of blocked crossings to citizens, police, fire, and rescue operations, and others”, as well as “ITS Interconnect for Advanced Warning Signs at strategic locations to give drivers information about occupied crossings”.

CPKC has contracted with LinqThingz to provide the equipment and software for these services. LinqThingz has met with Public Works staff to discuss the necessary equipment and proposed locations. There will be three sensors (Wood Dale Road north of Irving Park Road, Irving Park Road east of Wood Dale Road, and Ash Avenue south of the train tracks) which will be either mounted to an existing streetlight pole or freestanding poles and powered by an available power source or solar power, each with battery backup. The sensors will collect real-time data, in conjunction with data provided by other communities, to anticipate the timing and duration of the railroad gates being down. This information will be provided to emergency responders, via web-based

platform, in order to make real-time route response decisions. The system will be provided to the communities for the duration of the oversight period which is seven years beginning from April 15, 2023. After this time, the communities may elect to continue the service at their own expense.

After installation of the Predictive Mobility System, CPKC will work with the Communities to install interconnected advanced warning signs to notify drivers when the gates will be down. Compliance with this condition may be further addressed in separate future agreements.

CPKC will be responsible for all costs associated with installation, maintenance, relocation, permitting, and upkeep of equipment and software for the duration of the oversight period. If the oversight period is extended at any point by the Surface Transportation Board, this agreement shall also be extended.

ANALYSIS:

There is no cost to the City for this system or any associated equipment for the duration of the oversight period. After the oversight period has ended, if the City elects to continue to maintain the system, there would be costs to periodically replace equipment and host the software.

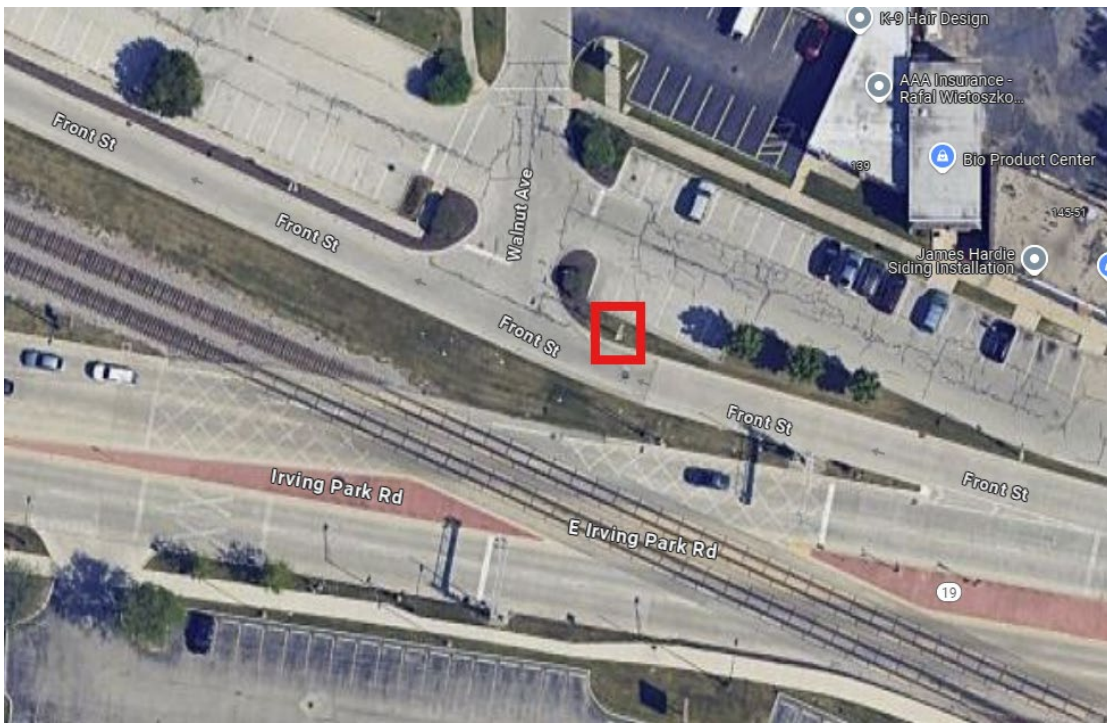
DOCUMENTS ATTACHED

- ✓ Wood Dale Locations
- ✓ Agreement
- ✓ Sensor Specifications

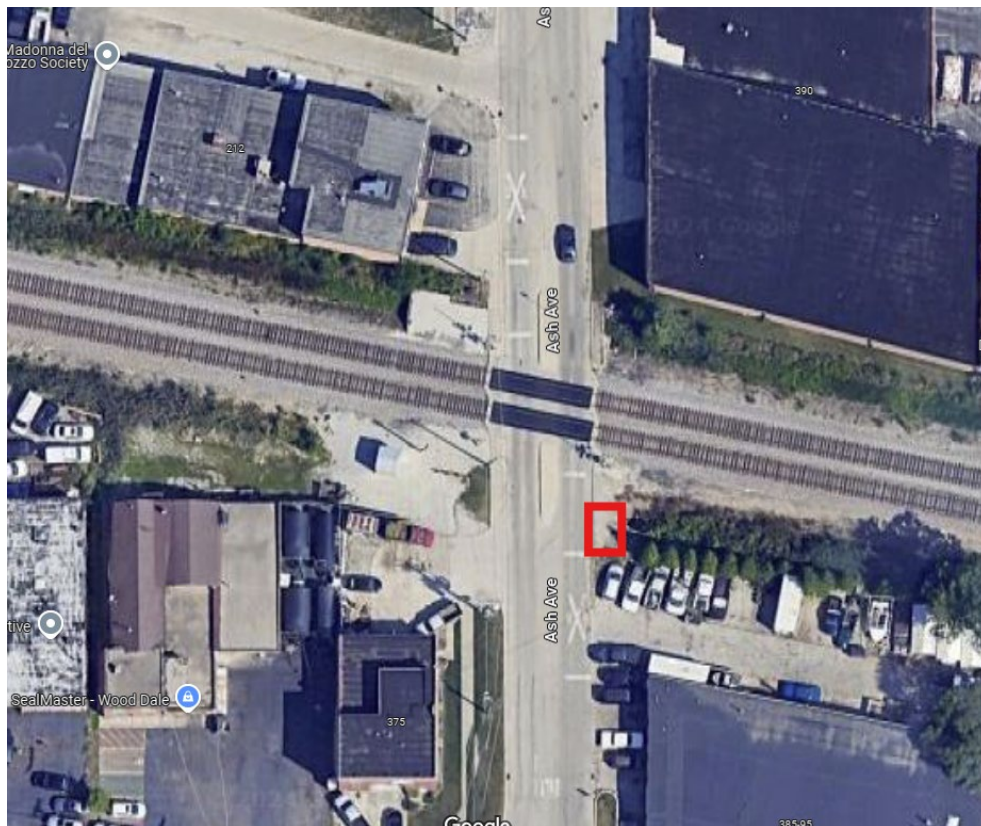
Proposed Wood Dale Locations
(Subject to change)



Location 1: Wood Dale Road north of tracks
Existing Streetlight Pole



Location 2: Front Street at Walnut Avenue
Existing Streetlight Pole



Location 3: Ash Avenue south of tracks
New freestanding pole

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 23 day of August, 2024 (the “Effective Date”), by and between Canadian Pacific Kansas City Limited (“CPKC”), a Canadian corporation with headquarters at Calgary, Alberta, Canada and Kansas City, Missouri, and the following communities identified in Surface Transportation Board Docket No. FD 36500, mitigation measure VM-Community-03: the Village of Bartlett, the Village of Bensenville, the City of Elgin, the Village of Itasca, the Village of Hanover Park, the Village of Roselle, the City of Wood Dale, and the Village of Schaumburg (the “Communities”) (CPKC and the Communities are individually a “Party”).

RECITALS

WHEREAS, on March 15, 2023, the United States Surface Transportation Board (“STB”) approved, with conditions, the acquisition of control by Canadian Pacific Railway Limited (“CP”) of Kansas City Southern (“KCS”) and their respective affiliates in STB Docket No. FD 36500 (the “Merger Decision”); and

WHEREAS, CP and KCS proposed to the STB voluntary measures “to mitigate potential acquisition-related impacts” on the Communities, including the installation and funding of “a predictive mobility system, interconnected with existing railroad crossing signals, that will deliver advanced notice of blocked crossings to citizens, police, fire, and rescue operations, and others.” (“Predictive Mobility System Condition”); and

WHEREAS, another of the voluntary measures CP and KCS proposed to the STB to mitigate the potential impacts of the merger on the Communities was to “install and fund ITS Interconnect for Advanced Warning Signs at strategic locations to give drivers information about

occupied crossings, allowing them to make better on-the-spot decisions” (“Warning Signs Condition”);

WHEREAS, in the Merger Decision, the STB imposed as mitigation on CPKC the Predictive Mobility System Condition and the Warning Signs Condition; and

WHEREAS, in November 2023 CPKC informed the Communities that it was working to implement the Predictive Mobility System Condition and the Warning Signs Condition by using technology provided by a subcontractor, and references to CPKC in this Agreement may include such a subcontractor; and

WHEREAS, the STB in the Merger Decision instituted a seven-year oversight period starting April 15, 2023 (“Oversight Period”) in STB Docket No. FD 36500 (Sub-No.6) for the purpose of monitoring the implementation of the merger, including in the Communities; and

WHEREAS, CPKC will pay for the Predictive Mobility System Condition and the Warning Signs Condition during the Oversight Period; and

WHEREAS, the Communities want access to any products or services CPKC is providing under the Predictive Mobility System Condition and the Warning Signs Condition, and CPKC desires to provide such access;

NOW THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement, and mutual covenants, obligations and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Communities and CPKC (the “Parties”) agree as follows:

Section 1.0 Representations and Services Provided by CPKC. CPKC agrees to provide the following services under the Predictive Mobility System Condition:

1.1 Installation of Trainable Sensor Modules (“Sensors”) at certain locations at or near where public roads cross the rail line used by CPKC that runs through the Communities, with precise Sensor locations to be determined through separate discussions with each of the Communities. The Sensors installed initially pursuant to this Agreement shall be LinqThingz Trainable Sensor Network Modules CityLinq 5.0 (2024). Examples of the Sensor installation are included in Exhibit A to this Agreement.

1.2 Because the Sensors use several technologies to collect real-time data about the speed, length, and location of trains, the Sensors must be positioned close enough to the road crossings to collect accurate data. Once installed, the Sensors will provide real-time information that allows the general public and first responders to better plan or modify their chosen routes to cross the railroad tracks. CPKC intends for the Sensors, working together with other Sensors installed at or near other crossings along the corridor, to provide the following information via web-based interfaces (the Public Access Web Portal, mobile Application, and Emergency Responder Portal) described in Subsections 1.3, 1.4, and 1.5:

1.2.1 The accurate location, speed, and length of each train operating on the tracks (train length is displayed in tenths of miles; speeds are displayed in miles per hour).

1.2.2 A display of all trains operating on the tracks, including but not limited to freight trains, commuter trains, and specialized work trains.

1.2.3 Real time predictions of when road crossings will be occupied, as well as the length of time the crossing will be occupied, once it has been occupied by a train.

- 1.3 Access for the residents of the Communities to the Public Access Web Portal.
- 1.4 Access, within appropriate geographic boundaries, to the mobile Application.
- 1.5 Access to a specialized, web-based Emergency Responder Portal for first responders in the Communities to use in their vehicles and for dispatchers/telecommunicators to use within their respective dispatch centers (referred to as Public Safety Answering Points (PSAP)).
- 1.6 Advice and guidance as to the computers and other hardware to be acquired by the Communities in order to effectively utilize the Public Access Web Portal, mobile Application, and Emergency Responder Portal.
- 1.7 Training on the use of the predictive mobility system for dispatch center/PSAP employees and first responders selected by each Community for such training. The Communities and CPKC anticipate the training sessions will last no more than one hour per session. CPKC will schedule sessions for each dispatch center and first-responder headquarters. CPKC will also provide a training video that can be viewed separately.
- 1.8 In granting access to the Public Access Web Portal, mobile Application, and Emergency Responder Portal, CPKC is not supplying computers, smartphones, or other hardware as a means of access.

Section 2.0 Compliance with Warning Signs Condition

2.1 After the Sensors described in Section 1.0 are installed to meet the Predictive Mobility System Condition, CPKC will work with each of the Communities to address the Warning Signs Condition, including the location of signs and the information to be included on signs.

2.2 All signs will be installed and maintained by CPKC at no cost to the Communities.

2.3 CPKC's compliance with the Warning Signs Condition may be further addressed in a separate agreement or agreements with the Communities.

Section 3.0 Installation, Maintenance, and Removal of Sensors. CPKC will work with each of the Communities to identify the appropriate location for the Sensors.

3.1 Any installation of Sensors within a Community's right-of-way or on its other property will be subject to that municipality's permitting and licensing requirements. The Community will have final authority to approve the installation of any Sensor within its right-of-way or on its property.

3.2 CPKC will pay for any work or actions associated with the installation, maintenance, or removal of the Sensors and any related equipment, including any necessary posts, utility poles or other mounting equipment, and any permits required for such installation, maintenance, or removal.

3.3 CPKC will pay for the removal, repair and/or replacement of any Sensor that malfunctions, breaks, is defective, or becomes obsolete.

3.4 CPKC will pay for removal of any Sensor that any Community chooses to remove. The Parties recognize that removal of any Sensors may affect the accuracy of the overall predictive mobility system. CPKC will also pay for the relocation of a Sensor that a Community reasonably needs to relocate.

3.5 CPKC will pay to keep the hardware and software components of the Sensors, and the Public Access Web Portal, mobile Application, and Emergency Responder Portal reasonably updated.

Section 4.0. Term. The term of this Agreement shall coincide with the Oversight Period instituted by the STB in the Merger Decision, including any extensions to the Oversight Period. In addition, if the term of the Predictive Mobility System Condition is extended but the Oversight

Period is not, the term of this Agreement shall extend until the term of the Predictive Mobility System Condition expires. When the Oversight Period ends and Predictive Mobility System Condition no longer applies, CPKC will remove all Sensors and related equipment installed under this Agreement and will reasonably restore any property affected by the Sensors or related equipment to the condition it was in on the Effective Date. If any Community wants to continue using the Predictive Mobility System after the end of the Oversight Period, it may enter a separate agreement with the relevant service providers and CPKC will not remove the Sensors and related equipment covered by that separate agreement. CPKC will not pay for any aspect of the Predictive Mobility System, warning signs, or any other issue covered by this Agreement after the Oversight Period ends.

Section 5.0 **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, certified mail, return receipt requested or, alternatively, to each parties' respective attorneys via overnight courier:

(a) **TO A COMMUNITY:**

Village of Itasca
Carie Anne Ergo
550 W Irving Park Road
Itasca IL 60143
United States of America
(630) 228-5687
cergo@itasca.com

With a copy to:

Thomas W. Wilcox
Law Office of Thomas W. Wilcox, LLC
1629 K Street NW, Suite 300
Washington, D.C. 20006
tom@twilcoxlaw.com

(b) TO CPKC:

Larry Lloyd
Senior Director of U.S. Government Affairs
CPKC
11306 Franklin Ave.
Franklin Park, IL 60131
larry.lloyd@cpkcr.com

with a copy to:

Jay C. Johnson
Venable LLP
600 Massachusetts Ave., NW
Washington, DC 20001
jcjohnson@venable.com

and/or to such other person(s) and address(es) as either Party shall have specified in writing to the other.

Section 6.0 Assignment; Successors and Assigns. This Agreement shall not be assignable by any Party without the written consent of the other Party, which may be withheld in either Party's sole discretion. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 7.0 Severability. If any part of this Agreement is found to be invalid, inoperative, or unenforceable for any reason, that finding will not render any other part of the Agreement invalid, inoperative, or unenforceable. Instead, this Agreement shall be reformed and construed as if any invalid, inoperative, or unenforceable provision was not part of the Agreement, and the rest of the Agreement is still valid, operative, and enforceable to the maximum extent permitted by law. If any of the Communities chooses not to sign this Agreement, the Agreement can proceed with whichever Communities do sign it, and the provisions of the Agreement will apply only to the

signatory Communities. CPKC will comply with the Surface Transportation Board's mitigation measures regardless of whether a Community signs this Agreement.

Section 8.0 Default. A Party will be in default if it: (a) breaches any term of this Agreement and the breach is not cured within 15 days after the breaching Party receives notice from the non-breaching Party; (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due, (c) makes a general assignment, arrangement, or composition with or for the benefit of its creditors, (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, (e) has a resolution passed for its winding-up, official management or liquidation, other than pursuant to a consolidation, amalgamation, or merger, (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for all or substantially all of its assets, (g) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets, (h) files an answer or other pleading admitting or failing to contest the allegations of a petition filed against it in any proceeding of the foregoing nature, or (i) takes any other action to authorize any of the actions set forth above. In the event of default, the non-defaulting Party may terminate this Agreement upon notice to the defaulting Party.

Section 10.0. Agreement Is One Way To Fulfill Condition. The Parties agree that this Agreement is intended to fulfill CPKC's responsibilities under the Predictive Mobility System Condition and (subject to potential additional agreements) the Warning Signs Condition. The Parties also recognize that this Agreement is not the only way CPKC can fulfill the Predictive

Mobility System Condition and Warning Signs Condition and that if the Parties terminate this Agreement it does not mean that CPKC cannot fulfill the Predictive Mobility System Condition and Warning Signs Condition in some other manner acceptable to the STB.

Section 11.0. No Effect on the Communities' Rights. Nothing in this Agreement diminishes, waives, or supersedes any rights the Communities have to participate in the Oversight Proceeding, or to challenge or seek the modification of either the Predictive Mobility System Condition or the Warning Signs Condition, or both, before the STB in Docket No. FD 36500 (Sub No. 6) under the terms of the Merger Decision.

Section 12.0. Termination. If the Parties agree, or the STB determines in response to request by the Communities, that this Agreement is not fulfilling the Predictive Mobility System Condition and/or the Warning Signs Condition, the signatory Communities collectively may terminate, or an individual Community may withdraw from, this Agreement on 20 days' notice, at no cost or liability to the Communities. Any such termination or withdrawal will not release any Party from its obligations occurring prior to the termination of the Agreement, nor would any such termination require the Communities to stop working with CPKC with respect to the Predictive Mobility System Condition.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

IN WITNESS WHEREOF, the Parties hereto have entered into and executed this Agreement on the date and year first written above in DuPage/Kane County, Illinois.

[SIGNATURES ON FOLLOWING PAGE]

THE VILLAGE OF BARTLETT

CPKC

By: _____
Its: _____

By: Joe Van Humbeck
Its: Director Impact Assessment

Attest:

Clerk

THE VILLAGE OF BENSENVILLE

By: _____
Its: _____

Attest:

Clerk

THE CITY OF ELGIN

By: _____
Its: _____

Attest:

Clerk

THE VILLAGE OF ITASCA

By: _____

Its: _____

Attest:

Clerk

THE VILLAGE OF HANOVER PARK

By: _____

Its: _____

Attest:

Clerk

THE VILLAGE OF ROSELLE

By: _____

Its: _____

Attest:

Clerk

THE CITY OF WOOD DALE

By: _____

Its: _____

Attest:

Clerk

THE VILLAGE OF SCHAUMBERG



By: _____

Its: _____

Attest:

Clerk

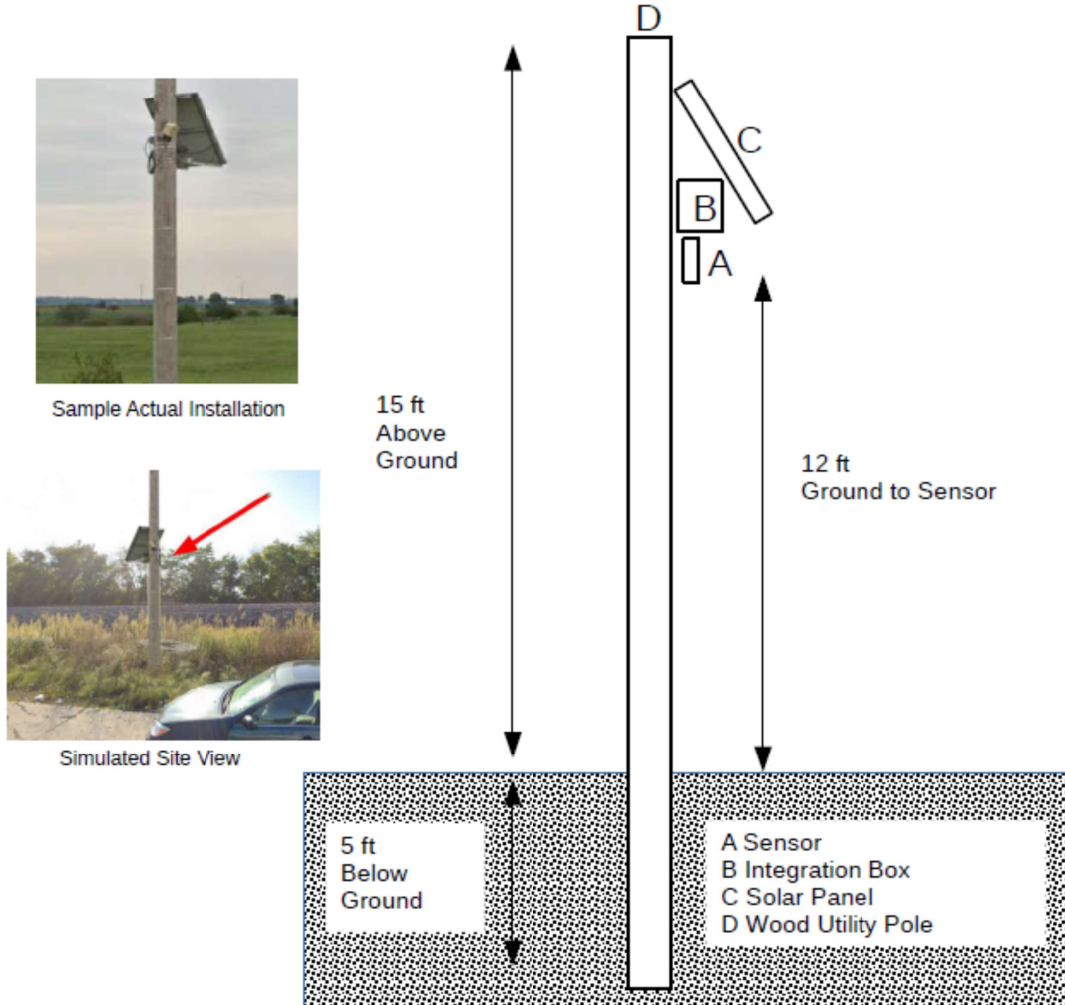
System Specifications

Trainable Sensor	SaaS Platform
	
<p>Trainable Heterogeneous Sensor Array: LIDAR, RADAR, IR, Imaging, Magnetometer, Dual Audio Sensors, Temperature, Humidity, Barometric Pressure.</p>	<p>Software Data Center: Three USA located, High-availability data centers ISO/IEC 27001:2013 and SOC 2 Type II certified AES-128 or higher encryption over wireless TLS 1.2 encryption for data transmission</p>
<p>AI/USE CASE remotely programmable.</p>	<p>AI/ML Architecture: Distributed AI/ML speed optimized data transfer optimized system power optimized Real-time AI/ML on live data streams maximize true positive minimized false negatives multiple object identification in line parameter calculation Future as a Service</p>
<p>Sensor Enclosure Specification:</p> <ul style="list-style-type: none">• IP65• NEMA 4X• Operating Temperature -20C to + 85C• Operating Humidity 15% to 95% Continuous• IPv4 compliant• FCC Approved Components• 1 year Warranty	<p>Mobile Applications: Android 10 or above iOS 11 or above Windows 10 or above Audio Notifications Crossing Status (current and future) Crossing Status Map View Geo-fencing Notification options</p>
<p>Power Options: 12 VDC out of the box 120 VAC continuous. 120 VAC intermittent. Solar. 6W with modem</p>	<p>Cloud API Feature: REST interface (CRUD) Token-based security URI call structure Current/Future crossing status Historical Data Interface V2X integration</p>
<p>Communication Options: Cat 5 out of the box Point to Point Radio. Cellular. FirstNet Cellular.</p>	
<p>Mounting Consideration: Bottom Height 8ft to 12ft from ground Solar Panel Height about 3 ft. Max. Distance from rail 100 ft. Clear view of sun (Solar Power). Solar Panel: 20x40x3 in, 14 lbs Battery Box: 8x9x12 in, 10 lbs Sensor Enclosure: 2.5x8, 10, 2 lbs</p>	



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Typical New Sensor Pole Installation



Sample Actual Installation



Simulated Site View

Drawing: 20202101	Page: 01
Description: Sensor Installation on Wooden Pole	
Scale: NOT TO SCALE	
Location: 43.025118, -87.909121	
Revision: 2023 July 23	

Example Sensor Installations

