



CITY OF WOOD DALE

NEXT ORDINANCE NUMBER: O-20- 037

NEXT RESOLUTION NUMBER: R-20- 89

PUBLIC NOTICE OF CITY COUNCIL MEETING

In accordance with the Governor's Executive Orders, the Illinois Department of Public Health (IDPH) Regulations and the Centers for Disease Control (CDC) Guidance, the City has determined that in-person Meetings or Meetings conducted under the purview of the Open Meetings Act is not practical or prudent; therefore, remote participation is permitted.

Accordingly, City Hall will be closed to the public, except for essential services.

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, THE NEXT REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF WOOD DALE IS SCHEDULED TO BE HELD AT THE HOUR OF 7:30 P.M. ON THURSDAY, DECEMBER 17, 2020 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 N. WOOD DALE ROAD, WOOD DALE, ILLINOIS, DURING WHICH MEETING IT IS ANTICIPATED THAT THERE WILL BE DISCUSSION OF THE FOLLOWING:

AGENDA
CITY OF WOOD DALE, ILLINOIS
REGULAR CITY COUNCIL MEETING
DECEMBER 17, 2020

I. CALL TO ORDER

II. ROLL CALL

Mayor Pulice

Alderman Catalano

Alderman Jakab

Alderman Messina

Alderman Sorrentino

Alderman Susmarski

Alderman Eugene Wesley

Alderman Roy Wesley

Alderman Woods

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

A. December 3, 2020 Regular City Council Meeting Minutes

V. COMMUNICATIONS AND PETITIONS

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

A. Citizens To Be Heard - During the COVID-19 Pandemic, anyone wishing to participate in the public meeting of the City Council may do so from another location, as City Hall is closed to the Public, to ensure the safety of the public and Staff, by Zoom Teleconferencing. The Dial-In Number for the meetings will be 1-312-626-6799 and the Meeting ID will be 897 8837 9131. Anyone wishing to provide comment on a topic or Agenda Item may address the City Council by sending an email to the City at PublicComment@wooddale.com by 4:00 p.m. the day of the Meeting. Your comment or question will be read during the Public Comment portion of the Agenda.

B. Written Communiques of Citizens to Be Heard

VI. MAYOR'S REPORT

VII. CITY MANAGER'S REPORT

VIII. CONSENT AGENDA

A. Omnibus Vote

- i. A Resolution Approving an Agreement between the City of Wood Dale and Ciosek Tree Services for the Parkway Tree Pruning Program (4-year) in an Amount Not to Exceed \$151,045.40
- ii. A Resolution Approving an Intergovernmental Agreement between the City of Wood Dale and DuPage County for Installation and Maintenance of Folding Stop Signs at Signalized Intersections at County Highways
- iii. A Resolution Approving a Quitclaim Deed for Conveyance of Parcels EO-1B-12-912.01, EO-1B-12-913.01, EO-1B-12-917.01, and EO-1B-12-919.01 to the Illinois State Toll Highway Authority
- iv. A Resolution Accepting the Fiscal Year 2020 Annual Audit Report from Sikich, LLP
- v. A Resolution Authorizing the City of Wood Dale to Enter into an Insurance Agreement with Travelers Insurance for City General Liability, Employee Benefit Liability, Auto Insurance, City Property, and Crime Insurance
- vi. A Resolution Authorizing the City of Wood Dale to Enter into an Insurance Agreement with the Illinois Public Risk Fund for Workers Compensation Insurance

IX. COMMITTEE CHAIRMAN REPORTS

- A. Planning, Zoning And Building Committee
- B. Public Health, Safety, Judiciary And Ethics Committee
- C. Public Works Committee
 - i. An Ordinance Amending the City of Wood Dale's Small Wireless Telecommunication Facility Regulations in Chapter 16 of the Municipal Code of the City of Wood Dale
 - ii. A Resolution Approving a Master Pole Attachment Agreement with Chicago SSMSA Limited Partnership D/B/A/ Verizon Wireless
 - iii. Approval of Final Payment to Brothers Asphalt Paving, Inc. for the FY 21 Capital Road Program in an Amount of \$16,920.53
- D. Finance And Administration Committee
- X. OTHER BUSINESS**
 - A. Airport Noise Report
 - B. Stormwater Commission Report
- XI. APPROVAL OF LIST OF BILLS**
- XII. EXECUTIVE SESSION**
- XIII. ITEMS TO BE REFERRED**
- XIV. ITEMS FOR INFORMATION ONLY**
- XV. ADJOURNMENT**

POSTED IN CITY HALL ON DECEMBER 11, 2020 AT 4:00 PM

Lynn Curiale, City Clerk

BY: MAURA MONTALVO, CITY DEPUTY CLERK



CITY OF WOOD DALE

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

MINUTES OF THE REGULAR CITY COUNCIL MEETING
OF THE CITY OF WOOD DALE, DU PAGE COUNTY, ILLINOIS
By Remote Participation due to the COVID-19 Pandemic and in Accordance with the
Governor's Executive Order 2020-10
December 3, 2020

- I. CALL TO ORDER REGULAR CITY COUNCIL MEETING (via Zoom teleconference) in accordance Governor Pritzker's Executive Order regarding COVID-19:
Mayor Nunzio Pulice, in accordance with the Meeting Notice for a Zoom Teleconference Meeting, called the Regular City Council Meeting to Order at 7:32 p.m. Pursuant to the updated Illinois Attorney General Guidance to Public Bodies on the Open Meetings Act during the COVID-19 Pandemic, dated July 2, 2020, Aldermen and Elected Officials of the City of Wood Dale may participate in Public Meetings of the City without being physically present, in compliance with the established conditions.

- II. ROLL CALL
Upon roll call, the following were:

Present: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley, Woods, and Mayor Pulice

Absent: Alderman R. Wesley

Also Present: City Clerk Curiale, Treasurer Porch, City Manager Mermuys, Police Chief Vesta, Legal Counsel Bond, IT Director Kace, Finance Director Wilson, Public Works Director Lange, Assistant Director Public Works Garelli, AICP/CD Director Cage,

Whereupon the Mayor declared a quorum present.

- III. PLEDGE OF ALLEGIANCE

- IV. APPROVAL OF MINUTES

- A. Alderman Susmarski made a motion, seconded by Alderman Jakab, to approve the Regular City Council Minutes of November 19, 2020. When the question was put, a roll call vote was taken with the following results:
Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods
Nays: None
Whereupon the Mayor declared the motion carried.
- V. COMMUNICATIONS AND PETITIONS
- i. Citizens to be Heard
None
- ii. Written Communiqués of Citizens to Be Heard
None
- VI. MAYOR'S REPORT
- A. Santa will be riding through the City to wave to all his friends Saturday, December 5, from 1-3 pm. The route was developed to allow everyone to see Santa without traveling far from their homes. The map of the route with approximate times can be found in the Community Newsletter and on the City website. The City asks that anyone assembling along the route to please follow current IDPH and CDC guidelines for gatherings, including limiting the number of people in groups, wearing a mask and maintaining social distance.
- VII. CITY MANAGER'S REPORT
City Manager Mermuys reported:
- i. The Wood Dale City Council understands the continuing financial strain the Covid-19 Pandemic is having on both its residents and businesses, and has developed the "Wood Dale Dollars" program to provide financial assistance and drive customer traffic to local businesses. In the coming weeks, every Wood Dale household will receive four \$10 coupons that can be used at participating Wood Dale businesses or applied as a direct savings to the Resident's utility bill. A list of participating businesses where coupons may be redeemed will be posted to the City's website at www.wooddale.com or you may call City Hall and ask for the list. The City is happy to provide this to its Residents and hope that the Residents continue supporting our local restaurants.
- VIII. CONSENT AGENDA
- A. Omnibus Vote
None
- IX. COMMITTEE CHAIR REPORTS
- A. **Planning, Zoning and Building Committee**
- i. *A Resolution Authorizing the Approval and Execution of an Agreement for Purchase and Sale of Real Estate located at 775-777 N. Edgewood Avenue, Wood Dale, DuPage County, Illinois*

Alderman Jakab stated that this matter was still in the process of being finalized with the Property Owner and made a motion to table until the next meeting.

On a motion by Alderman Jakab, seconded by Alderman Catalano, to table until the next meeting, *A Resolution Authorizing the Approval and Execution of an Agreement for Purchase and Sale of Real Estate located at 775-777 N. Edgewood Avenue, Wood Dale, DuPage County, Illinois*. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

B. Public Health, Safety, Judiciary and Ethics Committee

No report

C. Public Works Committee

- i. *Approval of Change Order No. 1 for the Royal Oaks Lift Station Improvement Project in an Amount Not to Exceed \$15,641*

On a motion by Alderman Catalano, seconded by Alderman Messina, to approve *Approval of Change Order No. 1 for the Royal Oaks Lift Station Improvement Project in an Amount Not to Exceed \$15,641*. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski and Woods

Nays: None

Present: Alderman E. Wesley

Whereupon the Mayor declared the motion carried.

- ii. *Approval of Pay Request No. 4 (Final) to Cecchin Plumbing and Heating, Inc. for the Royal Oaks Lift Station Improvement Project in the Amount of \$35,266.69*

On a motion by Alderman Catalano, seconded by Alderman Jakab, to approve *Approval of Pay Request No. 4 (Final) to Cecchin Plumbing and Heating, Inc. for the Royal Oaks Lift Station Improvement Project in the Amount of \$35,266.69*. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, and Woods

Nays: None

Alderman E. Wesley was out of the meeting at 7:42 pm.

Whereupon the Mayor declared the motion carried.

D. Finance and Administration Committee

- i. *An Ordinance Authorizing the Levy and Collection of Taxes for the Corporate and Municipal Purposes of the City of Wood Dale, DuPage County, Illinois for the Fiscal Year Commencing May 1, 2020 and Ending April 30, 2021*

Alderman E. Wesley re-entered the meeting at 7:43 pm

On a motion by Alderman Woods, seconded by Alderman Susmarski, to approve *An Ordinance Authorizing the Levy and Collection of Taxes for the Corporate and Municipal Purposes of the City of Wood Dale, DuPage County, Illinois for the Fiscal Year Commencing May 1, 2020 and Ending April 30, 2021*. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

- ii. *An Ordinance Abating the Taxes Heretofore Levied for the Year 2020 to Pay Debt Service on \$9,250,000 General Obligation Bonds (Alternate Revenue Source), Series 2020, and \$6,290,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, of the City of Wood Dale, DuPage County, Illinois*

On a motion by Alderman Woods, seconded by Alderman Susmarski, to *An Ordinance Abating the Taxes Heretofore Levied for the Year 2020 to Pay Debt Service on \$9,250,000 General Obligation Bonds (Alternate Revenue Source), Series 2020, and \$6,290,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, of the City of Wood Dale, DuPage County, Illinois*. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

X. OTHER BUSINESS

A. Airport Noise Committee

No report

B. Stormwater Commission Report:

No report

XI. APPROVAL OF LIST OF BILLS: December 3, 2020 - - \$2,596,317.16

On a motion by Alderman Woods, seconded by Alderman Susmarski, to approve the December 3, 2020 payment of the List of Bills, for the total amount of \$2,596,317.16 for the following:

• General Fund	\$	85,650.74
• Road & Bridge Fund	\$	19,014.13
• Motor Fuel Tax Fund	\$	512.46
• Tourism Fund	\$	6,649.33
• Narcotics Fund	\$	-
• TIF District #1	\$	-
• TIF District #2	\$	-
• Capital Projects Fund	\$	2,378,148.57
• Land Acquisition Fund	\$	-
• Commuter Parking Lot Fund	\$	-
• Sanitation Fund	\$	-
• Water & Sewer Fund	\$	93,605.65
• CERF	\$	12,736.28
• Special Service Area Fund	\$	-

Total of all Funds: \$ **2,596,317.16**

Total Number of Checks: **45**

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

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

XII. EXECUTIVE SESSION

On a motion by Alderman E. Wesley, seconded by Alderman Susmarski, to adjourn the Regular Meeting of December 3, 2020 to go to Executive Session to discuss Personnel [Pursuant to 5ILCS120/2(c)/1]. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

XIII. ITEMS TO BE REFERRED

None

XIV. ITEMS FOR INFORMATION ONLY

None

XV. ADJOURNMENT

On a motion by Alderman E. Wesley, seconded by Alderman Susmarski, to adjourn the Regular Meeting of December 3, 2020 to go to Executive Session to discuss Personnel

[Pursuant to 5ILCS120/2(c)/1]. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the meeting adjourned at 7:46 p.m.

Minutes Taken by City Clerk Lynn Curiale

Reviewed by Legal Counsel Patrick Bond



REQUEST FOR COUNCIL ACTION

Referred to Council: December 17, 2020
Subject: Parkway Tree Pruning Program
Staff Contact: Patrick Hastings, Assistant Public Works Director
Department: Public Works

TITLE: A Resolution Approving an Agreement between the City of Wood Dale and Ciosek Tree Services for the Parkway Tree Pruning Program (4-year) in an Amount Not to Exceed \$151,045.40

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – Passed –7-0

RECOMMENDATION:

Staff Recommends A Resolution Approving an Agreement between the City of Wood Dale and Ciosek Tree Services for the Parkway Tree Pruning Program (4-year) in an Amount Not to Exceed \$151,045.40.

BACKGROUND:

Regular pruning of trees allows for proactive management of the City's urban forest stock. Regular pruning cycles can help with reducing emergency clean-up efforts after storms, reduce the amount of tree trimming work orders called in by residents and increase the positive appearance of parkway trees.

On November 11, 2020 staff published a bid for Parkway Tree Pruning and opened bids on December 3, 2020. Three companies submitted bids with Ciosek Tree Service, Inc. submitting the lowest bid. The Contract is set up to perform pruning in one Ward per fiscal year between the months of November to March with pruning set to occur in Ward Four this Fiscal Year. The remaining years would consist of Ward Three in 21/22, Ward One in years 22/23 and Ward Two in years 22/23. The contract also established hourly rates for emergency work if needed.

ANALYSIS:

The City budgets for tree pruning through the Forest Program account in the Street Maintenance General Fund. While the cost of this cycle of pruning would exceed the amount of available funds for this fiscal year, there are enough funds in the Parkway Tree Replacement account to cover any costs as needed.

The cost per Ward per Fiscal Year are as follows:

Ward	Year	Total
Ward 4	20/21	\$43,241.00
Ward 3	21/22	\$37,565.00
Ward 1	22/23	\$40,664.50
Ward 2	23/24	\$29,577.90

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ Bid Results
- ✓ Ciosek Bid Document

RESOLUTION NO. R-20-89

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND CIOSEK TREE SERVICES FOR THE PARKWAY TREE PRUNING PROGRAM (4-YEAR) IN AN AMOUNT NOT TO EXCEED \$151,045.40

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

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

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

WHEREAS, the Mayor and the City Council of the City, seeks the **CIOSEK TREE SERVICES** for the **PARKWAY TREE PRUNING PROGRAM**; and

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

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

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

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

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

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

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

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

PASSED this 17th day of December, 2020.

AYES: _____

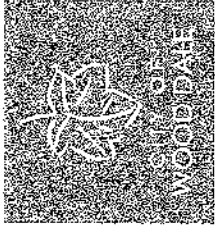
NAYS: _____

ABSENT: _____

APPROVED this 17th day of December, 2020.

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk



404 N. Wood Dale Road
 Wood Dale, IL 60191
 PHONE: 630-787-3709
 FAX: 630-766-3898

Location: The City of Wood Dale, 404 N. Wood Dale Road

Project: Parkway Tree Pruning Program

Date: December 2, 2020

Time: 10:00 A.M.

Contractor:	Bid Amount:	Bid Bond:	Addendum:
LLM	156,955.00	✓	✓
Crosby Tree Service	151,045.40	✓	
Winklers Tree	187,399	✓	✓

RETURN WITH BID

Submitted By: Ciosek Tree Service / Dave Ciosek

Company Name: Ciosek Tree Service

Contact Person: Dave Ciosek

Address: 21W430 Park Avenue

City, State, Zip: Lombard, IL 60148

Telephone: 630-624-6301

Fax: —

**CITY OF WOOD DALE
DUPAGE COUNTY, ILLINOIS**

**NOTICE TO CONTRACTORS
CONTRACT DOCUMENTS
SPECIFICATIONS**

FOR

**CITY OF WOOD DALE – PARKWAY TREE PRUNING PROGRAM
October 30, 2020**

Annunziato Pulice, Mayor

Lynn Curiale, City Clerk

Prepared By:

City of Wood Dale, Administration
404 N. Wood Dale Road
Wood Dale, Illinois 60191

RETURN WITH BID

**CITY OF WOOD DALE
PARKWAY TREE PRUNING PROGRAM**

-PROPOSAL-

Honorable Mayor and City Council
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

Ladies and Gentlemen:

The undersigned does hereby state he has examined the Notice to Bidders, Instructions to Bidders, Special Instructions, General Requirements, Proposal, Sample Contract, Technical Specifications, Certifications, and all other documents, and all work shall be done in accordance with the documents contained herein.

The undersigned does hereby propose to furnish all labor, services, materials, supplies, equipment, apparatus, appliances and to do all work and pay all costs and expenses connected therein required to complete this order in accordance with the documents named in the foregoing paragraph, on the basis of the quantities of work and services actually performed and for the unit prices stated herein below.

Name of Company: Ciosek Tree Service, Inc.

Address: 21W430 Park Avenue

City, State, Zip: Lombard, IL 60148

Signed:  Date: 12-1-2020

Title: Secretary / Owner

****Continued on next page****

RETURN WITH BID

BID SHEET

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the City in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the Parkway Tree Pruning Program.

PARKWAY TREE PRUNING WARD 4

A. BIDDER will complete the Work for the following prices(s) from **November 30, 2020** through **March 31, 2021**.

DBH SIZE CLASS	ESTIMATED NUMBER OF TREES	COST PER TREE	TOTAL COST PER CLASS
Less than 10"	251	45.00	11,295.00
10-19"	278	53.00	14,734.00
20-29"	186	62.00	11,532.00
30-39"	51	80.00	4,080.00
40" & greater	16	100.00	1,600.00
Total Pruning Cost WARD 4 \$			43,241.00

**PARKWAY TREE PRUNING WARD 3
(Optional Renewal)**

B. BIDDER will complete the Work for the following prices(s) from November 30, 2021 through March 31, 2022

DBH SIZE CLASS	ESTIMATED NUMBER OF TREES	COST PER TREE	TOTAL COST PER CLASS
Less than 10"	285	45.00	12,825.00
10-19"	306	53.00	16,218.00
20-29"	111	62.00	6,882.00
30-39"	18	80.00	1,440.00
40" & greater	2	100.00	200.00
Total Pruning Cost WARD 3 \$			37,565.00

**PARKWAY TREE PRUNING WARD 1
(Optional Renewal)**

C. BIDDER will complete the Work for the following prices(s) from November 30, 2022 through March 31, 2023.

DBH SIZE CLASS	ESTIMATED NUMBER OF TREES	COST PER TREE	TOTAL COST PER CLASS
Less than 10"	352	49.50	17,424.00
10-19"	255	58.30	14,866.50
20-29"	95	68.20	6,479.00
30-39"	19	88.00	1,672.00
40" & greater	2	110.00	220.00
Total Pruning Cost WARD 1 \$			40,661.50

**PARKWAY TREE PRUNING WARD 2
(Optional Renewal)**

D. BIDDER will complete the Work for the following prices(s) from
November 30, 2023 through **March 31, 2024.**

DBH SIZE CLASS	ESTIMATED NUMBER OF TREES	COST PER TREE	TOTAL COST PER CLASS
Less than 10"	183	49.50	9,058.50
10-19"	174	58.30	10,144.20
20-29"	76	68.20	5,183.20
30-39"	39	88.00	3,432.00
40" & greater	16	110.00	1,760.00
Total Pruning Cost WARD 2 \$			29,577.90

TOTAL MULTI-YEAR PRUNING COST \$	151,045.40
---	-------------------

**TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK
HOURLY RATES FOR EMERGENCY PURPOSES**

- a. BIDDER will complete the Work for the following prices(s) from
November 30, 2020 through **December 1, 2021.**

JOB CLASS	LABOR REGULAR TIME	LABOR OVERTIME
FOREMAN	\$ 55.00	\$ 82.50
SKILLED LABOR	\$ 45.00	\$ 67.50
COMMON LABOR	\$ 25.00	\$ 37.50
TOTAL PER LABOR HOUR	\$ 125.00	\$ 187.50

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION / COST
AERIAL TOWER	\$ 125.00	\$
CLAM	\$ 145.00	\$
LOG TRUCK	\$ 100.00	\$
CHIPPER	\$ 115.00	\$
STUMPER	\$ 45.00	\$
SEMI	\$ 200.00	\$
DUMP DISPOSAL	\$ 100.00	\$
PICK-UP TRUCK	\$ 25.00	\$
CRANE	\$ _____	\$ _____

- b. BIDDER will complete the Work for the following prices(s) from **November 30, 2021** through **December 1, 2022**.

TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK
HOURLY RATES FOR EMERGENCY PURPOSES

JOB CLASS	LABOR REGULAR TIME	LABOR OVERTIME
FOREMAN	\$ 55.00	\$ 82.50
SKILLED LABOR	\$ 45.00	\$ 67.50
COMMON LABOR	\$ 25.00	\$ 37.50
TOTAL PER LABOR HOUR	\$ 125.00	\$ 187.50

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION / COST
AERIAL TOWER	\$ 125.00	\$
CLAM	\$ 145.00	\$
LOG TRUCK	\$ 100.00	\$
CHIPPER	\$ 115.00	\$
STUMPER	\$ 45.00	\$
SEMI	\$ 200.00	\$
DUMP DISPOSAL	\$ 100.00	\$
PICK-UP TRUCK	\$ 25.00	\$
CRANE	\$ —	\$ —

- c. BIDDER will complete the Work for the following prices(s) from
November 30, 2022 through **December 1, 2023.**

TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK
HOURLY RATES FOR EMERGENCY PURPOSES

JOB CLASS	LABOR REGULAR TIME	LABOR OVERTIME
FOREMAN	\$ 60.50	\$ 90.75
SKILLED LABOR	\$ 49.50	\$ 74.25
COMMON LABOR	\$ 25.00	\$ 37.50
TOTAL PER LABOR HOUR	\$ 125.00	\$ 202.50

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION / COST
AERIAL TOWER	\$ 125.00	\$
CLAM	\$ 145.00	\$
LOG TRUCK	\$ 100.00	\$
CHIPPER	\$ 115.00	\$
STUMPER	\$ 45.00	\$
SEMI	\$ 200.00	\$
DUMP DISPOSAL	\$ 100.00	\$
PICK-UP TRUCK	\$ 25.00	\$
CRANE	\$ —	\$ —

- d. BIDDER will complete the Work for the following prices(s) from
November 30, 2023 through **December 1, 2024.**

TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK
HOURLY RATES FOR EMERGENCY PURPOSES

JOB CLASS	LABOR REGULAR TIME	LABOR OVERTIME
FOREMAN	\$ 60.50	\$ 90.75
SKILLED LABOR	\$ 49.50	\$ 74.25
COMMON LABOR	\$ 25.00	\$ 37.50
TOTAL PER LABOR HOUR	\$ 135.00	\$ 202.50

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION / COST
AERIAL TOWER	\$ 125.00	\$
CLAM	\$ 145.00	\$
LOG TRUCK	\$ 100.00	\$
CHIPPER	\$ 115.00	\$
STUMPER	\$ 45.00	\$
SEMI	\$ 200.00	\$
DUMP DISPOSAL	\$ 100.00	\$
PICK-UP TRUCK	\$ 25.00	\$
CRANE	\$ —	\$ —

RETURN WITH BID

Accompanying this Proposal is a proposal guarantee in the amount of \$ 151,045.40 (10%) which is hereby tendered in accordance with the requirement of the Instructions to Bidders and the Specifications and/or Special Provisions. If this proposal is accepted and the undersigned fails to execute a contract as required herein, it is hereby agreed that the proposal guarantee shall become the property of the City of Wood Dale, and shall be considered as payment of damages due to delay and other consequences suffered by the City of Wood Dale due to the failure to execute said contract.

The undersigned acknowledges receipt of addenda as follows:

Addendum, No. 1, dated 11-25-20

No. , dated

No. , dated

This bid is an offer which shall be considered accepted only after the Corporate Authorities authorize the execution of the contract. In the event that this proposal is accepted and an award of contract is made to the undersigned bidder, the undersigned does hereby covenant and agree to deliver to the Owner the signed and executed Contract as specified in the Instructions to Bidders and Specifications within ten (10) days after the date of such acceptance and notification thereof.

The proposal shall be binding for sixty (60) days following the bid opening date unless the bidder, upon request of the City of Wood Dale, agrees to an extension.

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP, OR CORPORATION TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE CITY TO ACCEPT THE PRODUCT OR SERVICE.

RETURN WITH BID

The undersigned further agrees to begin work within ten (10) working days after the executions and acceptance of the Contract, and thereafter to carry on the work diligently and continuously in such manner as to insure final completion and delivery to the Owner of the entire work under contract in accordance with the provisions of the Contract and Detailed Specifications.

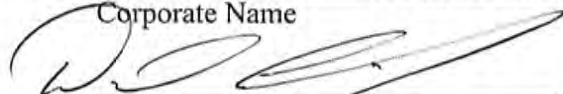
Witness _____ Hand(s) and Seal this _____ day of _____, 2020.
my/our

If an individual, sign _____
and give address. Address _____

If partnership, sign all individual names and give address of each partner. _____
Partnership Name

Name and address of individual partners. _____

If corporation, officers duly authorized should sign, attach corporate seal.

Ciosek Tree Service
Corporate Name


ATTEST:

Address: 21W430 Park Avenue, Lombard, IL.

By: Linda J. Ciosek
Secretary

-CORPORATE SEAL-

**CITY OF WOOD DALE
PARKWAY TREE PRUNING PROGRAM**

CONTRACT

This CONTRACT, made and entered into this _____ day of _____, 2020, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter “City”), and _____, an Illinois corporation (hereinafter “Contractor”);

RECITALS

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

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

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

I. SCOPE OF SERVICES

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

II. PERFORMANCE OF WORK

The Contractor shall perform all work, furnishing all materials and labor, and shall abide by the terms of this Contract and the requirements of the City. Contractor must complete, in its entirety, the project within one (1) calendar month, weather permitting, from the date the City provides Contractor with notice to proceed.

III. PAYMENT TO THE CONTRACTOR

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

This is not a prevailing wage project.

IV. NO CO-PARTNERSHIP OR AGENCY

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the City and the

Contractor, or as constituting the Contractor as the general representative or general agent for the City for any purpose whatsoever.

V. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Notice to Bidders, Instructions to Bidders, Specifications, Special Instructions, Special Provisions, Proposal, Performance Bond, Anti-Collusion Affidavit of Compliance, Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

VI. MATERIALS AND LABOR/WORKMANSHIP WARRANTY

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

VII. SEVERABILITY

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

VIII. HEADINGS

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

IX. MODIFICATION OR AMENDMENT

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

XX. APPLICABLE LAW

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

XXI. NEWS RELEASES

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

XXII. COOPERATION WITH OTHER CONTRACTORS

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

XXIII. NOTICES

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

If to City:

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

With a copy to:

Lynn Curiale
City Clerk
404 N. Wood Dale Road
Wood Dale, Illinois 60191

If to Contractor:

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

CITY OF WOOD DALE:


ATTEST:

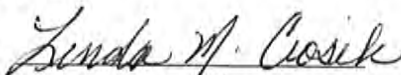
Annunziato Pulice, Mayor

City Clerk

CONTRACTOR:

ATTEST:

By 
Its Secretary / Owner

By 
Adm. Asst.

RETURN WITH BID

CITY OF WOOD DALE PARKWAY TREE PRUNING PROGRAM

-DISCLOSURE OF BENEFICIARIES-

In compliance with City of Wood Dale Purchasing Procedures requiring the disclosure of certain interests by persons applying for permits, licenses, approval, or benefits from the City of Wood Dale:

1. Applicant: Ciosek Tree Service
Name
21W430 Park Avenue, Lombard, IL 60148
Address

2. Nature of Transaction Sought; for example, license permit approval or sale of products, services, or miscellaneous (explain miscellaneous):

Tree Pruning Services

3. Nature of Applicant: (Please check one)

- a. Natural Person: _____
- b. Corporation: _____
- c. Land Trust/Trustee: _____
- d. Trust/Trustee: _____
- e. Partnership: _____
- f. Joint Venture: _____

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:

5. If in your answer to Section 3 you have checked Box b, c, d, or e, identify by name and address each person or entity who is a 7.5 percent shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a proprietary interest, interest-in profits and losses, or right to control such entity.

	Name	Address	Interest
a.	David Ciosek	21W430 Park Ave. Lombard, IL 60148	50%
b.	Joseph Ciosek	3N174 Bruce Ave, Addison, IL 60101	50%
c.			

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

Dave Ciosek, 21W430 Park Ave Lombard, Owner

IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each such entity.

VERIFICATION

I, David Ciosek, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

By: [Signature] Owner/Secretary
(Authorized Signature and Title)

Subscribed and sworn to before me this 1st day
of December, 2020.

Linda M. Ciosek
Notary Public

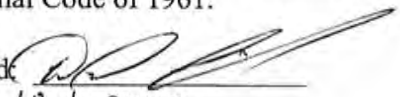


**CITY OF WOOD DALE
PARKWAY TREE PRUNING PROGRAM**

BID CERTIFICATION FORM

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11
OF ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that Ciosek Tree Service is not barred from bidding on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article of the Illinois Criminal Code of 1961.

Signed: 
Date: 12-1-2020
Title: Owner/Secretary

**INTERFERENCE WITH PUBLIC CONTRACTING -- BID RIGGING AND
ROTATING -- KICKBACKS -- BRIBERY**

**PUBLIC ACT 85-1295
S.B. 2002**

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28, 1961, as amended. Be it enacted by the People of the State of Illinois, represented in the General Assembly:
Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961, as amended, the added Article to read as follows:

ARTICLE 33E. PUBLIC CONTRACTS

Sec. 33E-3 Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) Provides such person or receives, from another, information be disclosed to a competitor in an independent, noncollusive submission of bids or (2) Submits a bid that is off such a price, or other material terms, that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another. He engages in a patten over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most

recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

Bidder hereby certifies:

- A. That this bid is genuine and it not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner.
- E. That he is not barred from bidding for this Contract as a result of a violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 1961 (Ill. Rev Stat. ch. 38, Paragraph 33E-1 et seq.).

SUBMITTED: _____

DATE: 12-1-2020

FIRM NAME: Ciosek Tree Service, Inc. (SEAL)

ADDRESS: 21W430 Park Avenue, Lombard, IL 60148

SIGNED BY: [Signature] 12-1-2020
(Signature and Date)

Owner / Secretary
(Title)

ATTEST: Linda M. Ciosek
(Secretary)

Subscribed and sworn to before me this 1st day of December 2020.

(Notary Public)

30



**CITY OF WOOD DALE
PARKWAY TREE PRUNING PROGRAM**

CERTIFICATION

Ciosek Tree Service, (hereinafter referred to as "Contractor")
having submitted a bid/proposal for Parkway Tree Pruning to the City of Wood Dale,
DuPage County, Illinois, for _____, hereby certifies
that:

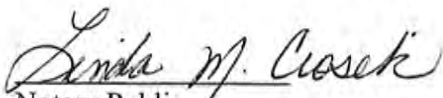
5/2-105(A) (4) including the following information:

1. An acknowledgement of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process, including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgement of protection of a complainant against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: 
Authorized Agent of Contractor

Subscribed and sworn to before me on this 1st day of December 2020.


Notary Public


**CITY OF WOOD DALE
PARKWAY TREE PRUNING PROGRAM**

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Ill. Rev. Stat. ch. 127 paragraph 132.311 et. seq. ("Drug Free Workplace Act), the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of contractor's workplace.
 - (2) Specifying the 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 five (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 maintaining drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violation.
- (c) Making it a requirement to give a copy of the statement required by subsection (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 agency within ten (10) days after receiving notice under par (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

Dated: 12-1-2020

By: 
Authorized Agent of Contractor

RETURN WITH BID

CITY OF WOOD DALE PARKWAY TREE PRUNING PROGRAM

CERTIFICATIONS

Dave Ciosek, being first duly sworn, deposes and states that he is Owner / Secretary of
(Partner, Officer, Owner, etc.)
Ciosek Tree Service, Inc.
(Corporation / Company)

and that he is cognizant of the following statutory requirements and under penalty of perjury and certifies the following:

Anti-Collusion Affidavit of Compliance: That bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding; and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the bid price element of said bid or that of any other bidder; or to secure any advantage against any other bidder or any person interested in the proposed contract.

Public Act 85-1295: That bidder is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of P.A. 85-1295 (720ILCS 5).

Public Act 86-1039: That bidder is not barred from contracting with the City of Wood Dale because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax, or the amount of the tax (65ILCS 5/11-42.1-1).

Public Act 86-1459: That bidder will provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act (30ILCS 580/2).

Illinois Human Rights Act: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto (775ILCS 5/1 -101 et seq.).

Equal Employment Opportunities-Affirmative Action: That bidder is presently in compliance and agrees to comply with all applicable provisions of Equal Employment Opportunities--Affirmative Action (775ILCS 5/2-105 [A]).

Americans with Disabilities Act of 1990: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990 together with all rules and regulations promulgated and adopted pursuant thereto.

INDIVIDUAL:

Signature of Bidder: _____

Business Address: _____

Business Phone Number: _____

PARTNERSHIP:

Partnership Name: _____

Signed By: _____

Business Address: _____

Business Phone Number: _____

Insert Names and Addresses of All Partners: _____

CORPORATION:

Corporate Name: Ciosek Tree Service, Inc.

Signed By: [Signature]

Title: Owner/Secretary

Business Address: 21W430 Park Avenue, Lombard, IL 60148

Business Phone Number: 630-624-6301 or 630-832-8109

Insert Names of Corporate Officers

President: Joseph Ciosek

Secretary: David Ciosek

Treasurer: _____

Attest: Linda M. Ciosek

RETURN WITH BID

CITY OF WOOD DALE PARKWAY TREE PRUNING PROGRAM

-REFERENCES-

Name of Bidding Firm: Ciosek Tree Service, Inc.
(Please print)

The Contractor must list three (3) references with needs similar to the City of Wood Dale for whom Contractor has supplied the materials and services for which he is bidding on this contract within the last three years. Please include name, address, telephone number, contact person, and type of work you performed for that entity.

1. Company Name/Municipality: Village of Itasca
Address: 411 N. Prospect Ave, Itasca
Phone: 630-805-2895
Contact Person: Dave Sloan
Type of Work: Village Removals, Trimming, Christmas Light Installation
2. Company Name/Municipality: Village of Bloomingdale
Address: 305 Glen Ellyn Rd, Bloomingdale, IL.
Phone: 630-671-5804
Contact Person: Jim Johnson
Type of Work: Village Removals, Trimming, Stump grinding, + tub grinding
3. Company Name/Municipality: Village of Glendale Heights
Address: 250 Civic Center, Glendale Heights, IL.
Phone: 630-909-5164
Contact Person: Chuck Dymbrowski
Type of Work: Village Trimming, removals + Stumping



REQUEST FOR COUNCIL ACTION

Referred to Council: December 17, 2020
Subject: County Folding Stop Sign IGA
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: A Resolution Approving an Intergovernmental Agreement between the City of Wood Dale and DuPage County for Installation and Maintenance of Folding Stop Signs at Signalized Intersections at County Highways

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – Passed –7-0

RECOMMENDATION:

Staff Recommends A Resolution Approving an Intergovernmental Agreement between the City of Wood Dale and DuPage County for Installation and Maintenance of Folding Stop Signs at Signalized Intersections at County Highways.

BACKGROUND:

DuPage County Division of Traffic maintains several road within City of Wood Dale jurisdiction including the signage and traffic signals. The folding stop signs used for traffic control during traffic light power outage however, are owned and maintained by the City and used by the City's Police Department. Due to liability concerns relating to having the signs and traffic signals operating simultaneously, the County has requested that the City enter into an agreement to maintain the signs according to their specifications or remove them. Without the agreement the County will remove the signs and bill the City for the time. The Police Department desires to keep the signage in place thus making the execution of this agreement necessary. Additional locations can be added with approval of the County Engineer.

ANALYSIS:

The signs are already installed and maintained by the City so this agreement does not directly lead to any additional increased costs. There may be some staff time implications for the Police Department to operate the signs in accordance with the IGA.

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ IGA (2 signed copies required for County submittal)

RESOLUTION NO. R-20-90

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND DUPAGE COUNTY FOR
INSTALLATION AND MAINTENANCE OF FOLDING STOP SIGNS AT SIGNALIZED
INTERSECTIONS AT COUNTY HIGHWAYS**

WHEREAS, the COUNTY has jurisdiction over certain rights-of-way designated as County Highways as specified in DuPage County Resolution DT-0024D-07; and

WHEREAS, certain County Highways lie within the corporate limits of the CITY; and

WHEREAS, the CITY desires to install folding stop signs (hereinafter referred to individually as "SIGN" and in plurality as "SIGNS") on traffic signals at signalized intersections under the jurisdiction of, or maintained by, the County, or on County Highways

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/1-101 *et seq.*) and the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

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

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

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

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

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

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

PASSED this 17th day of December, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 17th day of December, 2020.

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DuPAGE
AND THE CITY OF WOOD DALE
FOR THE INSTALLATION AND MAINTENANCE OF FOLDING STOP SIGNS
AT SIGNALIZED INTERSECTIONS AT COUNTY HIGHWAYS**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2020, by and between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois and the MUNICIPALITY of Wood Dale (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation with offices at 404 N Wood Dale Road, Wood Dale, Illinois. The COUNTY and the MUNICIPALITY are hereinafter sometimes individually referred to as a "PARTY" or together as the "PARTIES."

RECITALS

WHEREAS, the COUNTY has jurisdiction over certain rights-of-way designated as County Highways as specified in DuPage County Resolution DT-0024D-07; and

WHEREAS, certain County Highways lie within the corporate limits of the MUNICIPALITY; and

WHEREAS, the MUNICIPALITY desires to install folding stop signs (hereinafter referred to individually as "SIGN" and in plurality as "SIGNS") on traffic signals at signalized intersections under the jurisdiction of, or maintained by, the County, or on County Highways

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/1-101 *et seq.*) and the MUNICIPALITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the

understanding of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to the affect of the construction hereof.

2.0 SCOPE OF PROJECT

- 2.1 The SIGNS shall not be used except for emergency purposes and shall only be opened by MUNICIPALITY'S police officers. The SIGNS shall not be opened to traffic while traffic control signals are operating in a normal traffic control mode.
- 2.2 The SIGNS shall be mounted **only at locations listed in Exhibit A** on the near right signal post of each approach or on a separate sign post near the signal post within the COUNTY right-of-way.
 - 2.2.1 The SIGNS shall be mounted at a height of at least 5 feet, measured from the bottom of the SIGN to the near edge of the pavement. The SIGN shall be mounted so as not to cause a hazard to pedestrians or cyclists.
 - 2.2.2 The SIGN shall not interfere with the pedestrian pushbutton or other traffic control devices at the intersection. If the SIGN is required to be relocated to provide adequate mounting space for traffic signal equipment or other traffic control devices, including signage, the MUNICIPALITY will be responsible for relocating or removing the SIGN in accordance with Section 3.3 of this AGREEMENT.

- 2.2.3 The SIGNS shall be an octagon when opened with white retroreflective message and border on a red retroreflective background. The standard size shall be 30" x 30" as described in the "Manual on Uniform Traffic Control Devices for Streets and Highways".
- 2.2.4 The SIGNS may be of a bi-fold or tri-fold construction. Bi-folded SIGNS will fold from top to bottom. Tri-folded SIGNS will fold from left and right to the center.
- 2.2.5 Bi-folded SIGNS, shall be closed in the down position to ensure that damaged signs do not fall into the open position.
- 2.2.6 The closed SIGNS may show a municipal logo, but shall not show any other message, graphic, or advertisement.
- 2.3 When in the closed position, the SIGNS shall be secured with a cotter pin or other similar, reusable hardware, or, at the COUNTY's discretion, a lock and key provided by the COUNTY. Bi-folded SIGNS shall also be secured by the same method in the open position.
- 2.4 Any other lock assembly used by the MUNICIPALITY will be removed by the COUNTY's traffic signal maintenance crews, along with the SIGNS. Removal costs shall be billed directly to the MUNICIPALITY by the COUNTY's Electrical Maintenance Contractor and MUNICIPALITY shall pay said bill.
- 2.5 The police officer placing the SIGNS in the open condition must also switch the controller from a "run" mode to a "flash" mode. When the power is restored, the police officer must open the police door on the controller cabinet and place the signal switch in the "flashing" position to allow the signal to flash red in all directions. The MUNICIPALITY must notify the COUNTY's Electrical Maintenance Contractor to switch the controller to normal operation when power is restored. When power is restored and the traffic signals have resumed normal operation, the MUNICIPALITY is responsible for returning and securing the SIGNS to the closed position.

3.0 RESPONSIBILITY OF THE MUNICIPALITY

- 3.1 The MUNICIPALITY is responsible for the entire cost of installing and maintaining the SIGNS.
- 3.2 The MUNICIPALITY will be responsible for the removal of the SIGNS if, in the opinion of the COUNTY, they are found to be the cause of operational problems or they are not used in compliance with this AGREEMENT. The MUNICIPALITY shall remove the SIGNS within 14 calendar days of notification by the COUNTY. If the MUNICIPALITY does not remove said SIGNS within that time, the COUNTY reserves the right to have its own forces remove the sign and bill the cost to the MUNICIPALITY. The MUNICIPALITY shall pay said bill.
- 3.3 The MUNICIPALITY will be responsible for the relocation of the SIGNS if the COUNTY determines that the proper placement, visibility, or accessibility of traffic signal equipment or other traffic control devices, including other signage, is inhibited by the placement of the SIGNS. The MUNICIPALITY shall remove the SIGNS within 14 calendar days of notification by the COUNTY, and may relocate said SIGNS subject to the terms of this AGREEMENT. If the MUNICIPALITY does not remove said SIGNS within that time, the COUNTY reserves the right to have its own forces remove the sign and bill the cost to the MUNICIPALITY. The MUNICIPALITY shall pay said bill.

4.0 MAINTENANCE

- 4.1 Upon completion of the installation of the SIGNS, the MUNICIPALITY is responsible for future maintenance of the SIGNS installed on equipment under this AGREEMENT, including meeting all requirements set forth in the Manual on Uniform Traffic Control Devices.
- 4.2 The PARTIES hereto agree that this AGREEMENT only addresses the SIGNS; nothing in this AGREEMENT changes, alters or modifies existing jurisdiction or maintenance responsibilities for existing roadways, appurtenances, or traffic signals listed in Exhibit "A".

5.0 INDEMNIFICATION

5.1 The MUNICIPALITY shall indemnify, hold harmless and defend the COUNTY its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the MUNICIPALITY, or its agents' negligent or willful acts, errors or omissions in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with applicable law. The COUNTY's participation in its defense shall not remove the MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval. The COUNTY's participation in its defense shall not remove the MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

The MUNICIPALITY'S indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement. Neither PARTY waives, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 *et seq.*) or otherwise available to them under the law.

6.0 NOTICES

6.1 Any notice required shall be deemed properly given to the PARTY to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, or sent by e-mail, to the PARTY's address. The address of each PARTY is as specified below. Either PARTY may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

City of Wood Dale
404 N. Wood Dale Road
Wood Dale, Illinois 60191
ATTN: Alan Lange, Public Works Director
Phone: (630)787-3761
Email: alange@wooddale.com

County of DuPage
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: (630)407-6900
Email: CHRISTOPHER.SNYDER@DUPAGECO.ORG

7.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT

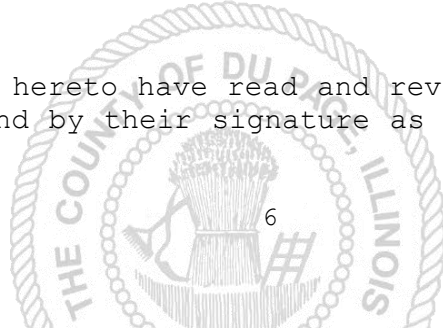
7.1 No modification or amendment to this AGREEMENT shall be effective until approved by the PARTIES in writing.
7.2 If the modification to this AGREEMENT is solely to add additional locations to Exhibit A, the County Engineer is authorized to modify this AGREEMENT on behalf of the COUNTY to add the additional locations to Exhibit A.

8.0 NON-ASSIGNMENT

8.1 This AGREEMENT shall not be assigned by either PARTY without the written consent of the other PARTY, whose consent shall not be unreasonably withheld.

9.0 AUTHORITY TO EXECUTE/RELATIONSHIP

9.1 The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent



that the signing PARTY has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.

- 9.2 This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the PARTIES.

10.0 GOVERNING LAW

10.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

10.2 The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

11.0 SEVERABILITY

11.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 FORCE MAJEURE

12.1 Neither PARTY shall be liable for any delay or non performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

CITY OF WOOD DALE

Daniel J. Cronin, Chairman
DuPage County Board

Annunziato "Nunzio" Pulice
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Lynn Curiale
City Clerk

EXHIBIT "A"

- Wood Dale Road and Foster Avenue Northeast Corner
- Wood Dale Road and Foster Avenue Northwest Corner
- Wood Dale Road and Foster Avenue Southwest Corner
- Wood Dale Road and Elizabeth Drive Northeast Corner
- Wood Dale Road and Elizabeth Drive Northwest Corner
- Wood Dale Road and Elizabeth Drive Southeast Corner
- Wood Dale Road and Elizabeth Drive Southwest Corner
- Addison Road and Potter Street Northwest Corner
- Addison Road and Potter Street Southeast Corner
- Addison Road and Potter Street Southwest Corner
- Addison Road and Elizabeth Drive Northeast Corner
- Addison Road and Elizabeth Drive Northwest Corner
- Addison Road and Elizabeth Drive Southeast Corner
- Wood Dale Road and Mittel Drive Northwest Corner
- Wood Dale Road and Mittel Drive Southeast Corner
- Wood Dale Road and Mittel Drive Southwest Corner
- Devon Avenue and Mittel Drive Southeast Corner
- Devon Avenue and Mittel Drive Southwest Corner

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DuPAGE
AND THE CITY OF WOOD DALE
FOR THE INSTALLATION AND MAINTENANCE OF FOLDING STOP SIGNS
AT SIGNALIZED INTERSECTIONS AT COUNTY HIGHWAYS**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2020, by and between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois and the MUNICIPALITY of Wood Dale (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation with offices at 404 N Wood Dale Road, Wood Dale, Illinois. The COUNTY and the MUNICIPALITY are hereinafter sometimes individually referred to as a "PARTY" or together as the "PARTIES."

RECITALS

WHEREAS, the COUNTY has jurisdiction over certain rights-of-way designated as County Highways as specified in DuPage County Resolution DT-0024D-07; and

WHEREAS, certain County Highways lie within the corporate limits of the MUNICIPALITY; and

WHEREAS, the MUNICIPALITY desires to install folding stop signs (hereinafter referred to individually as "SIGN" and in plurality as "SIGNS") on traffic signals at signalized intersections under the jurisdiction of, or maintained by, the County, or on County Highways

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/1-101 *et seq.*) and the MUNICIPALITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the

understanding of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to the affect of the construction hereof.

2.0 SCOPE OF PROJECT

- 2.1 The SIGNS shall not be used except for emergency purposes and shall only be opened by MUNICIPALITY'S police officers. The SIGNS shall not be opened to traffic while traffic control signals are operating in a normal traffic control mode.
- 2.2 The SIGNS shall be mounted **only at locations listed in Exhibit A** on the near right signal post of each approach or on a separate sign post near the signal post within the COUNTY right-of-way.
 - 2.2.1 The SIGNS shall be mounted at a height of at least 5 feet, measured from the bottom of the SIGN to the near edge of the pavement. The SIGN shall be mounted so as not to cause a hazard to pedestrians or cyclists.
 - 2.2.2 The SIGN shall not interfere with the pedestrian pushbutton or other traffic control devices at the intersection. If the SIGN is required to be relocated to provide adequate mounting space for traffic signal equipment or other traffic control devices, including signage, the MUNICIPALITY will be responsible for relocating or removing the SIGN in accordance with Section 3.3 of this AGREEMENT.

- 2.2.3 The SIGNS shall be an octagon when opened with white retroreflective message and border on a red retroreflective background. The standard size shall be 30" x 30" as described in the "Manual on Uniform Traffic Control Devices for Streets and Highways".
- 2.2.4 The SIGNS may be of a bi-fold or tri-fold construction. Bi-folded SIGNS will fold from top to bottom. Tri-folded SIGNS will fold from left and right to the center.
- 2.2.5 Bi-folded SIGNS, shall be closed in the down position to ensure that damaged signs do not fall into the open position.
- 2.2.6 The closed SIGNS may show a municipal logo, but shall not show any other message, graphic, or advertisement.
- 2.3 When in the closed position, the SIGNS shall be secured with a cotter pin or other similar, reusable hardware, or, at the COUNTY's discretion, a lock and key provided by the COUNTY. Bi-folded SIGNS shall also be secured by the same method in the open position.
- 2.4 Any other lock assembly used by the MUNICIPALITY will be removed by the COUNTY's traffic signal maintenance crews, along with the SIGNS. Removal costs shall be billed directly to the MUNICIPALITY by the COUNTY's Electrical Maintenance Contractor and MUNICIPALITY shall pay said bill.
- 2.5 The police officer placing the SIGNS in the open condition must also switch the controller from a "run" mode to a "flash" mode. When the power is restored, the police officer must open the police door on the controller cabinet and place the signal switch in the "flashing" position to allow the signal to flash red in all directions. The MUNICIPALITY must notify the COUNTY's Electrical Maintenance Contractor to switch the controller to normal operation when power is restored. When power is restored and the traffic signals have resumed normal operation, the MUNICIPALITY is responsible for returning and securing the SIGNS to the closed position.

3.0 RESPONSIBILITY OF THE MUNICIPALITY

- 3.1 The MUNICIPALITY is responsible for the entire cost of installing and maintaining the SIGNS.
- 3.2 The MUNICIPALITY will be responsible for the removal of the SIGNS if, in the opinion of the COUNTY, they are found to be the cause of operational problems or they are not used in compliance with this AGREEMENT. The MUNICIPALITY shall remove the SIGNS within 14 calendar days of notification by the COUNTY. If the MUNICIPALITY does not remove said SIGNS within that time, the COUNTY reserves the right to have its own forces remove the sign and bill the cost to the MUNICIPALITY. The MUNICIPALITY shall pay said bill.
- 3.3 The MUNICIPALITY will be responsible for the relocation of the SIGNS if the COUNTY determines that the proper placement, visibility, or accessibility of traffic signal equipment or other traffic control devices, including other signage, is inhibited by the placement of the SIGNS. The MUNICIPALITY shall remove the SIGNS within 14 calendar days of notification by the COUNTY, and may relocate said SIGNS subject to the terms of this AGREEMENT. If the MUNICIPALITY does not remove said SIGNS within that time, the COUNTY reserves the right to have its own forces remove the sign and bill the cost to the MUNICIPALITY. The MUNICIPALITY shall pay said bill.

4.0 MAINTENANCE

- 4.1 Upon completion of the installation of the SIGNS, the MUNICIPALITY is responsible for future maintenance of the SIGNS installed on equipment under this AGREEMENT, including meeting all requirements set forth in the Manual on Uniform Traffic Control Devices.
- 4.2 The PARTIES hereto agree that this AGREEMENT only addresses the SIGNS; nothing in this AGREEMENT changes, alters or modifies existing jurisdiction or maintenance responsibilities for existing roadways, appurtenances, or traffic signals listed in Exhibit "A".

5.0 INDEMNIFICATION

5.1 The MUNICIPALITY shall indemnify, hold harmless and defend the COUNTY its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the MUNICIPALITY, or its agents' negligent or willful acts, errors or omissions in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with applicable law. The COUNTY's participation in its defense shall not remove the MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval. The COUNTY's participation in its defense shall not remove the MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

The MUNICIPALITY'S indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement. Neither PARTY waives, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 *et seq.*) or otherwise available to them under the law.

6.0 NOTICES

6.1 Any notice required shall be deemed properly given to the PARTY to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, or sent by e-mail, to the PARTY's address. The address of each PARTY is as specified below. Either PARTY may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

City of Wood Dale
404 N. Wood Dale Road
Wood Dale, Illinois 60191
ATTN: Alan Lange, Public Works Director
Phone: (630)787-3761
Email: alange@wooddale.com

County of DuPage
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: (630)407-6900
Email: CHRISTOPHER.SNYDER@DUPAGECO.ORG

7.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT

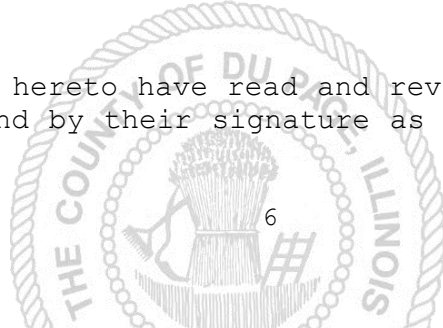
7.1 No modification or amendment to this AGREEMENT shall be effective until approved by the PARTIES in writing.
7.2 If the modification to this AGREEMENT is solely to add additional locations to Exhibit A, the County Engineer is authorized to modify this AGREEMENT on behalf of the COUNTY to add the additional locations to Exhibit A.

8.0 NON-ASSIGNMENT

8.1 This AGREEMENT shall not be assigned by either PARTY without the written consent of the other PARTY, whose consent shall not be unreasonably withheld.

9.0 AUTHORITY TO EXECUTE/RELATIONSHIP

9.1 The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent



that the signing PARTY has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.

- 9.2 This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the PARTIES.

10.0 GOVERNING LAW

10.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

10.2 The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

11.0 SEVERABILITY

11.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 FORCE MAJEURE

12.1 Neither PARTY shall be liable for any delay or non performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

CITY OF WOOD DALE

Daniel J. Cronin, Chairman
DuPage County Board

Annunziato "Nunzio" Pulice
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Lynn Curiale
City Clerk

EXHIBIT "A"

- Wood Dale Road and Foster Avenue Northeast Corner
- Wood Dale Road and Foster Avenue Northwest Corner
- Wood Dale Road and Foster Avenue Southwest Corner
- Wood Dale Road and Elizabeth Drive Northeast Corner
- Wood Dale Road and Elizabeth Drive Northwest Corner
- Wood Dale Road and Elizabeth Drive Southeast Corner
- Wood Dale Road and Elizabeth Drive Southwest Corner
- Addison Road and Potter Street Northwest Corner
- Addison Road and Potter Street Southeast Corner
- Addison Road and Potter Street Southwest Corner
- Addison Road and Elizabeth Drive Northeast Corner
- Addison Road and Elizabeth Drive Northwest Corner
- Addison Road and Elizabeth Drive Southeast Corner
- Wood Dale Road and Mittel Drive Northwest Corner
- Wood Dale Road and Mittel Drive Southeast Corner
- Wood Dale Road and Mittel Drive Southwest Corner
- Devon Avenue and Mittel Drive Southeast Corner
- Devon Avenue and Mittel Drive Southwest Corner



REQUEST FOR COUNCIL ACTION

Referred to Council: December 17, 2020
Subject: Approval of Quit Claim Deed
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: A Resolution Approving a Quitclaim Deed for Conveyance of Parcels EO-1B-12-912.01, EO-1B-12-913.01, EO-1B-12-917.01, and EO-1B-12-919.01 to the Illinois State Toll Highway Authority

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – Passed –7-0

RECOMMENDATION:

Staff Recommends Approval of Quitclaim Deed for Parcels Relating to IL-390 Tollway Construction.

BACKGROUND:

As part of the IL-390 Tollway construction project four areas of City-owned right-of-way along the corridor were acquired by the Illinois State Toll Highway Authority (Tollway) in exchange for land acquisition credits which were used for project enhancements requested by the City. Now that the project is complete and design refinements and jurisdictional limits were finalized, minor adjustments are needed to the rights-of-way previously transferred.

ANALYSIS:

The additional land has been valued at the same rate as the previously transferred parcels for a total credit of \$74,500 which was added to the running of all credits and enhancement expenses. The net total of \$344,816.43 owed to the City was approved at the July 18, 2019 City Council meeting and will be paid out within 60 days of execution of a final wrap-up IGA which will be brought to the Council in the first quarter of 2021. The expenses for document preparation and recording are being paid by the Tollway.

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ Quitclaim Deed
- ✓ HR Green Recommendation Letter

- ✓ Tollway Letter
- ✓ EO-1B-912.01, EO-1B-913.01, EO-1B-917.01, EO-1B-919.01 Parcel Plats

RESOLUTION NO. R-20-91

A RESOLUTION APPROVING THE CONVEYANCE OF REAL PROPERTY IDENTIFIED AS PARCELS EO-1B-12-912.01, EO-1B-12-913.01, EO-1B-12-917.01, AND EO-1B-12-919.01 TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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

WHEREAS, pursuant to Section 4 of the Local Government Property Transfer Act, 50 ILCS 605/4, the City is authorized to transfer property to the State of Illinois, including any department, commission, board or agency thereof, upon two-thirds (2/3) vote of the members of the City Council then holding office; and

WHEREAS, the Illinois State Toll Highway Authority (“Tollway”) desires to acquire four (4) parcels of City owned property, identified as Parcels EO-1B-12-912.01, EO-1B-12-913.01, EO-1B-12-917.01, and EO-1B-12-919.01 (“Parcels”); and

WHEREAS, the Tollway has prepared a Quitclaim Deed for conveyance of the Parcels, which is attached hereto, along with the Parcel Plats, collectively, as Exhibit A; and

WHEREAS, the City has reviewed the Quitclaim Deed, including any associated financial considerations due to the City from the Tollway in accordance with this conveyance, and find these terms agreeable; and

WHEREAS, the City Council of the City has determined it is convenient and proper at this time to transfer Parcels EO-1B-12-912.01, EO-1B-12-913.01, EO-1B-12-917.01, and EO-1B-12-919.01 to the Tollway in return for payment of \$74,500.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS, duly assembled in a regular meeting, as follows:

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

SECTION 2: The Quitclaim Deed for Conveyance of Parcels EO-1B-12-912.01, EO-1B-12-913.01, EO-1B-12-917.01, and EO-1B-12-919.01 to the Illinois State Toll Highway Authority attached hereto as Exhibit A is hereby accepted, and said Quit Claim shall be executed by the Mayor, whose signature shall be attested to by the City Clerk.

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

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

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

PASSED this 17th day of December, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 17th day of December, 2020.

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

QUITCLAIM DEED

Upon Recording Mail to:
Illinois State Toll Highway Authority
Attn: Michael J. Woodward, Land
Acquisition Manager
2700 Ogden Avenue
Downers Grove, IL 60515

Tollway Parcels:
EO-1B-12-912.01; EO-1B-12-913.01;
EO-1B-12-917.01; EO-1B-12-919.01

THE GRANTOR, the City of Wood Dale, a government entity organized and existing under the laws of Illinois and duly authorized to do business in Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, CONVEYS AND QUIT CLAIMS to the Illinois State Toll Highway Authority, an Instrumentality and Administrative Agency of the State of Illinois, GRANTEE, with principal offices at 2700 Ogden Avenue, Downers Grove, Illinois 60515, any and all right title and interest in the following described real estate situated in the County of DuPage in the State of Illinois.

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A" ATTACHED HERETO

Hereby releasing and waiving all rights under and by any virtue of the Homestead Exemption Laws of the State of Illinois. / THIS IS NOT HOMESTEAD PROPERTY.

PIN: No PIN assigned - ROW

ADDRESS: EO-1B-12-912.01 - A.E.C. Drive & Thorndale, Wood Dale, IL
EO-1B-12-913.01 - Central Ave. & Thorndale, Wood Dale, IL
EO-1B-12-917.01 - Lively Blvd. & Thorndale, Wood Dale, IL
EO-1B-12-919.01 - Dillon Dr. & Thorndale, Wood Dale, IL

The Grantor, without limiting the interest above granted and conveyed, does hereby release the Grantee, its successors and assigns, forever, from all claims arising out of this acquisition as all such have been settled, including without limitation any diminution of value to any remaining property of the Grantor, its successors, lessees, mortgagees and assigns by reason of improving, operating and maintaining the above-described premises for toll highway purposes.

EXEMPT FROM ILLINOIS TRANSFER TAX PURSUANT TO 35ILCS 200/31-45(e)

IN WITNESS WHEREOF, said Grantor has caused these presents to be signed by its Mayor and attested by its City Clerk this _____ day of _____, 2020.

By: _____
Annunziato Pulice
Mayor

Attest: _____
Lynn Curiale
City Clerk

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Annunziato Pulice and Shirley Siebert personally known to be the Mayor and City Clerk respectively, of the of the City of Wood Dale, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument.



Imprint Seal in Box

Notary Public

Commission Expires: _____

This instrument was prepared by and Mail Subsequent Tax Bills to:

The Illinois State Toll
Highway Authority
Attn: Michael J. Woodward, Land Acquisition Manager
2700 Ogden Ave.
Downers Grove, IL 60515

Exhibit A

PROPERTY DESCRIPTIONS:

EO-1B-12-912.01 (A.E.C. DRIVE):

THAT PART OF A.E.C. DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 4, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A RESUBDIVISION OF PART OF OUT-LOTS A AND B, IN FOREST CREEK UNIT 2, ALL ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1984 AS DOCUMENT NUMBER R1984-053434, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID A.E.C. DRIVE AS DEDICATED, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF THORNDALE AVENUE PER DOCUMENT R1956-819693; THENCE NORTH 87 DEGREES 52 MINUTES 16 SECONDS EAST, ALONG SAID SOUTH LINE OF SAID THORNDALE AVENUE, 140.52 FEET TO THE NORTHEAST CORNER OF SAID A.E.C. DRIVE; THENCE SOUTH 43 DEGREES 20 MINUTES 53 SECONDS WEST, ALONG AN EAST LINE OF SAID A.E.C. DRIVE, 2.84 FEET TO THE NORTH LINE OF ILLINOIS STATE TOLL HIGHWAY AUTHORITY PARCEL EO-1B-12-912 PER DOCUMENT R2014-077700; THENCE WESTERLY 44.93 FEET, ALONG SAID NORTH LINE BEING A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2266.00 FEET THE CHORD OF SAID CURVE BEARS SOUTH 80 DEGREES 42 MINUTES 00 SECONDS WEST, 44.93 FEET TO A POINT OF TANGENCY; THENCE SOUTH 80 DEGREES 07 MINUTES 55 SECONDS WEST, ALONG SAID NORTH LINE, 76.21 FEET TO A POINT ON THE WEST LINE OF SAID A.E.C. DRIVE; THENCE NORTH 47 DEGREES 58 MINUTES 23 SECONDS WEST, ALONG SAID WEST LINE, 25.64 FEET TO THE TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.

EO-1B-12-913.01 (CENTRAL AVENUE):

THAT PART OF CENTRAL AVENUE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-015596, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID CENTRAL AVENUE AS DEDICATED, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF THORNDALE AVENUE PER DOCUMENT R1953-700935; THENCE SOUTH 39 DEGREES 41 MINUTES 12 SECONDS EAST, ALONG THE CENTERLINE OF SAID CENTRAL AVENUE, ALSO BEING THE EASTERLY LINE OF PROPERTY CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, BY TRUSTEE'S DEED RECORDED AUGUST 9, 1999 AS DOCUMENT NUMBER R1999-173414, A DISTANCE OF 435.49 FEET TO A POINT ON THE SOUTH LINE OF ILLINOIS STATE TOLL HIGHWAY AUTHORITY PARCEL EO-1B-12-913 PER DOCUMENT R2017-077700, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, ALONG SAID SOUTH LINE, 42.86 FEET TO A POINT ON THE EAST LINE OF SAID CENTRAL AVENUE; THENCE SOUTH 39 DEGREES 41 MINUTES 12 SECONDS EAST, ALONG SAID EAST LINE, 5.09 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 50 SECONDS WEST, DEPARTING FROM SAID LINE, 43.16 FEET TO A POINT ON THE CENTERLINE OF SAID CENTRAL AVENUE; THENCE NORTH 39 DEGREES 41 MINUTES 12 SECONDS WEST, 4.60 FEET TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.

EO-1B-12-917.01 (LIVELY BOULEVARD):

THAT PART LIVELY BOULEVARD AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LIVELY BOULEVARD AS DEDICATED, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 8, ALL IN SAID KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, ALSO BEING A POINT ON THE SOUTH LINE OF THORNDALE AVENUE, DEDICATED AUGUST 12, 1953 AS DOCUMENT NUMBER R1953-691663; THENCE SOUTH 88 DEGREES 10 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID THORNDALE AVENUE, 66.03 FEET TO A POINT ON THE EAST LINE OF SAID LIVELY BOULEVARD, ALSO BEING THE WEST LINE OF LOT 9 IN SAID KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE; THENCE SOUTH 00 DEGREES 00 MINUTES 23 SECONDS EAST ALONG SAID EAST LINE, ALSO BEING THE WEST LINE OF SAID LOT 9, A DISTANCE OF 251.02 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 23 SECONDS EAST, ALONG SAID LAST DESCRIBED LINE, 18.80 FEET; THENCE NORTH 77 DEGREES 09 MINUTES 24 SECONDS WEST, 48.14 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 11 SECONDS WEST, 19.07 FEET TO A POINT ON THE WEST LINE OF SAID LIVELY BOULEVARD, ALSO BEING THE EAST LINE OF LOT 8 IN SAID KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE; THENCE NORTH 00 DEGREES 00 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF SAID LIVELY BOULEVARD, ALSO BEING THE EAST LINE OF SAID LOT 8, A DISTANCE OF 9.51 FEET TO THE SOUTH LINE OF ILLINOIS STATE TOLL HIGHWAY AUTHORITY PARCEL EO-1B-12-917 PER DOCUMENT R2014-112256; THENCE SOUTH 88 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH LINE, 66.03 FEET TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.

EO-1B-12-919.01:

THAT PART EDGEWOOD AVENUE AS DEDICATED AS PART OF THORNDALE BUSINESS PARK IN WOOD DALE, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1984 AS DOCUMENT NUMBER R1984-004337, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EDGEWOOD AVENUE AS DEDICATED, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 4, IN SAID THORNDALE BUSINESS PARK IN WOOD DALE, ALSO BEING A POINT ON THE SOUTH LINE OF THORNDALE AVENUE, DEDICATED JULY 8, 1953 AS DOCUMENT NUMBER R1953-687981; THENCE SOUTHEASTERLY ALONG SOUTHWESTERLY LINES OF SAID EDGEWOOD AVENUE FOR THE NEXT FOUR COURSES; (1) THENCE SOUTH 07 DEGREES 28 MINUTES 35 SECONDS WEST, 34.60 FEET TO A POINT OF TANGENCY; (2) THENCE SOUTHEASTERLY 196.10 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 115.00 FEET AND WHOSE CHORD BEARS SOUTH 41 DEGREES 22 MINUTES 30 SECONDS EAST, 173.19 FEET TO A POINT ON A NON-TANGENT LINE; (3) THENCE SOUTH 89 DEGREES 38 MINUTES 09 SECONDS EAST, 8.05 FEET; (4) THENCE SOUTHEASTERLY 135.25 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 105.00 FEET AND WHOSE CHORD BEARS SOUTH 53 DEGREES 09 MINUTES 44 SECONDS EAST, 126.09 FEET TO A POINT ON THE SOUTH LINE OF ILLINOIS STATE TOLL HIGHWAY AUTHORITY PARCEL EO-1B-12-919 PER DOCUMENT R2014-077700, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES 23 MINUTES 15 SECONDS EAST, ALONG SAID SOUTH LINE, 96.67 FEET TO A POINT ON A SOUTHEASTERLY LINE OF SAID EDGEWOOD AVENUE; THENCE SOUTHWESTERLY 44.09 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 135.00 FEET AND WHOSE CHORD BEARS SOUTH 20 DEGREES 10 MINUTES 46 SECONDS WEST, 43.09 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 87 DEGREES 10 MINUTES 23 SECONDS WEST, 73.87 FEET TO A POINT ON A WESTERLY LINE OF SAID EDGEWOOD AVENUE; THENCE NORTHERLY ALONG WESTERLY LINES OF SAID EDGEWOOD AVENUE FOR THE NEXT TWO COURSES; (1) THENCE NORTH 07 DEGREES 55 MINUTES 37 SECONDS WEST, 30.70 FEET TO A POINT OF TANGENCY; (2) THENCE NORTHERLY 15.27 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 105.00 FEET AND WHOSE CHORD BEARS NORTH 12 DEGREES 05 MINUTES 39 SECONDS WEST, 15.26 FEET TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.



MEMO

To: City of Wood Dale Mayor and City Council

From: Scott Marquardt, Associate / Project Manager

Subject: Additional Land Conveyance from City of Wood Dale to Illinois Tollway
Recommendation for Approval of Quit Claim Deed for parcels
EO-1B-12-912.01, EO-1B-12-913.01, EO-1B-12-917.01 and EO-1B-12-919.01

Date: December 10, 2020

Mayor Pulice and City Council,

BACKGROUND

As you are all well aware, the Tollway has previously acquired City-owned rights of way along AEC Drive, Central Avenue, Lively Boulevard and Dillon Drive. The City was compensated for these rights of way by land acquisitions credits which were used for various project enhancements including sidewalks, bikepaths, decorative lighting, enhanced right of way fencing, and aesthetic enhancements to the Wood Dale Road Bridge over Illinois Route 390.

As final agency jurisdictional limits were finalized, and along with minor refinements of the project design which have been incorporated into the construction which has been completed, the result has been slight adjustments to the right of way needs at the four locations listed above.

HISTORY

The previous land conveyances were completed in conjunction with Intergovernmental Agreements associated with Contracts I-13-4630, I-13-4631, and I-14-4640 which were all executed in 2015 and 2016.

In 2017 the Tollway submitted additional information regarding the four additional parcels where slight adjustments in right of way needs were required. Exhibit 1 of the attached letter visually shows the locations of the additional parcels to be conveyed, and the conveyance of these slivers of City rights of way have no impact on City of Wood Dale operations. The additional land conveyances have been valued by the Tollway at the same values as the previously transferred parcels, with a resultant additional acquisition credits amounting to \$74,500.

Through an oversight, the associated Quit Claim Deed and parcel plats have not previously been presented to the City Council for final approval. As we are in the process of cleaning up the last few agreements, these are being submitted for City Council approval at this time, with the remainder of pending agreements scheduled for submittal in first quarter 2021.

FUNDING

The additional \$74,500 in land acquisition credits has been included in the running total of all credits and enhancement expenses. As all project final costs have been submitted and previously agreed to

by the City Council, most recently at the July 18, 2019 City Council meeting, the net result is that the parcel acquisition credits exceeded the enhancement expenses by \$344,816.43.

Through a wrap-up IGA for the Illinois Route 390 project which is anticipated to be presented to the City Council for final approval in first quarter 2021, the Illinois Tollway will pay the difference of \$344,816.43 to the City of Wood Dale within 60 days following the execution of that IGA.

The expenses for all document preparation and recording have been and will be paid for by the Illinois Tollway.

REQUESTED ACTION

The City Council is requested to approve the attached Quit Claim Deed.

After execution of this deed, the Tollway will record this deed.

SUMMARY AND RECOMMENDATION

I recommend that the City of Wood Dale approve the attached Quit Claim Deed to facilitate the conveyance of these parcels to the Illinois Tollway.

I can be in attendance (virtually) at the December 10, 2020 Committee of the Whole meeting and will be available to answer questions.

Move Illinois: *The Illinois Tollway Driving the Future*



October 27, 2017

Mayor Nunzio Pulice
City of Wood Dale
404 North Wood Dale Road
Wood Dale, IL 60191

Attn: Jeff Mermuys, City Manager

Re: Elgin O'Hare Western Access (EOWA)
Proposed Illinois Tollway Right-of-Way along Illinois Route 390
Plat Transmittal – Parcels EO-1B-12-912, EO-1B-12-913, EO-1B-12-917 and
EO-1B-12-919

Dear Mayor Pulice:

The City of Wood Dale (City) previously transferred City-owned right of way to the Illinois Tollway (Tollway) for construction of the EOWA project improvements. The IGA between the Tollway, DuPage County, Elk Grove Village and City for Construction Contract I-13-4630, executed January 12, 2016, described the transfer of Parcels EO-1B-12-913, EO-1B-12-917 and EO-1B-12-919 from the City to the Tollway. The IGA between the Tollway, DuPage County and the City for Construction Contract I-14-4640, executed June 22, 2016, described the transfer of Parcel EO-1B-12-912 from the City to the Tollway. Parcels EO-1B-12-913, EO-1B-12-912 and EO-1B-12-919 were recorded August 15, 2014 and Parcel EO-1B-12-917 was recorded October 2, 2014. The final actual costs associated with both IGAs were approved by the City on December 15, 2016 and July 14, 2017, respectively.

The final agency jurisdictional limits have since been defined. In addition, there have been minor refinements to the project design. As a result, the right of way need from the above referenced parcels has changed as shown on the attached Exhibit 1. The plats have been revised to reflect the changes. The total revisions result in an additional 0.137 acre valued at \$74,500 to be transferred from the City to the Tollway. Since the IGAs and the final actual costs associated with the original parcels have been finalized, once the conveyance is completed, the Tollway will add the credit for the additional right of way value (\$74,500) to the City's overall balance used to offset requested work along the corridor. The City's EOWA cost participation summary to date is also included for reference.

Please find enclosed revisions to the right of way documentation described as follows:

Move Illinois: *The Illinois Tollway Driving the Future*



- Revised plat and legal description for Parcel EO-1B-12-912 to be conveyed from the City to the Tollway. The parcel revision is required for the Illinois Route 390 ramps located at AEC Drive and Ramp N2 (eastbound exit ramp to Wood Dale Road) and at AEC Drive and Ramp N1 (Wood Dale Road westbound entrance ramp).
- Revised plat and legal description for Parcel EO-1B-12-913 to be conveyed from the City to the Tollway. The parcel revision is required for the Illinois Route 390 eastbound mainline.
- Revised plat and legal description for Parcel EO-1B-12-917 to be conveyed from the City to the Tollway. The parcel is required for the Illinois Route 390 eastbound mainline located just north of the easterly Lively Boulevard and South Thorndale Avenue intersection.
- Revised plat and legal description for Parcel EO-1B-12-919 to be conveyed from the City to the Tollway. The parcel is required for the Illinois Route 390 ramp located at Edgewood Avenue and Ramp O2 (eastbound exit ramp to Illinois Route 83).

The Tollway respectfully requests the City's review of the enclosed documents by November 23, 2017. After the City's review and approval, the Tollway will prepare the conveyance documents for the transfer. Note that separately the Tollway is also preparing documentation to support the conveyance of right of way from the Tollway to the City for the City's ultimate maintenance and jurisdiction responsibilities along the project corridor.

If you have any questions or need further information, please contact me at (630) 241-6800 ext. 3841 or via email at mnashif@getipass.com. We appreciate your cooperation and look forward to working with you as we move forward with the project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Manar Nashif', is written over a light blue horizontal line.



Manar Nashif, P.E.
Senior Project Engineer

cc: Rocco Zucchero, Mike Woodward

02.4014.07.03

LT_Tollway_MN_4014-WoodDaleRevisedPlats_10272017

LEGEND

-  City of Wood Dale Owned
Parcels Transferred to Illinois Tollway (2014)
-  Additional City of Wood Dale
Owned Parcels to be
Transferred to Illinois
Tollway

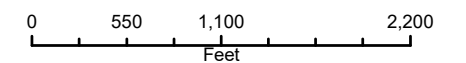
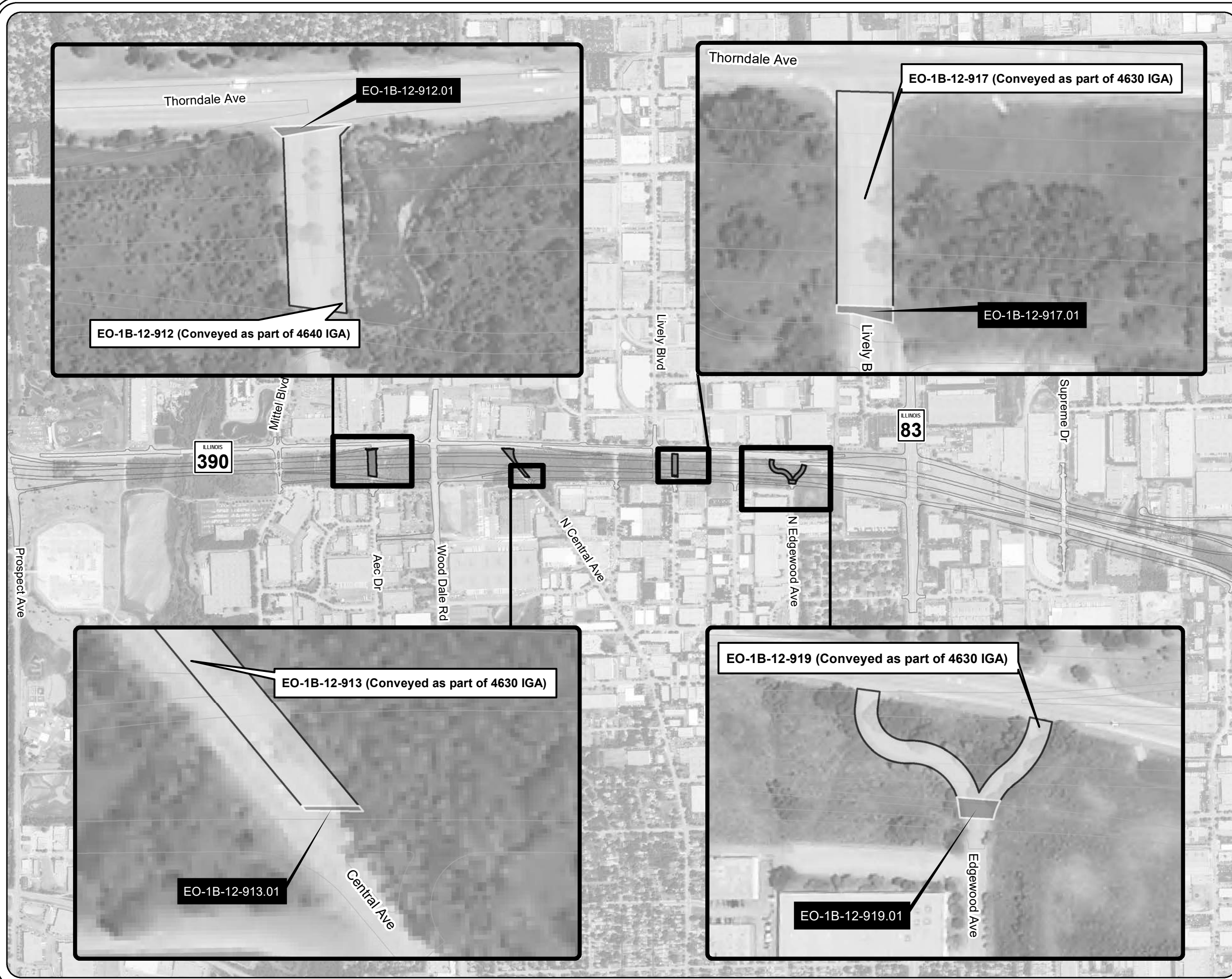


Exhibit 1

Elgin O'Hare Western Access
Land Conveyance from
the City of Wood Dale to
the Illinois Tollway

Path: \\CHIPP01\Proj\ISTHA\439327_DC\MGIS\MapDocs\IGA\Transfer\Convey_WoodDale_to_Tollway.mxd ENEUMANN 10/26/2017 7:36:17 PM



TOPO LEGEND

- HYDRANT
- TELEPHONE SPLICE BOX
- GUY WIRE
- ◆ TRAFFIC SIGNAL
- ⊙ GUARD POST
- ⊙₁ TREE DECIDUOUS WITH SIZE
- ⊙₂ TREE EVERGREEN WITH SIZE
- ⊙ LIGHT POLE
- ⊙₁ FLARED END SECTION
- MANHOLE (MH)
- INLET
- POWER POLE
- CABLE TV SPLICE BOX
- SIGN
- CATCH BASIN
- WATER VALVE

NOTE:

IMPROVEMENTS SHOWN HEREON ARE FROM PROPOSED DESIGN AS REQUESTED BY THE VILLAGE OF WOOD DALE. FIELD WORK COMPLETION DATE RELATES TO FOUND BOUNDARY EVIDENCE.

PARCEL PLAT

ELGIN - O'HARE EXPRESSWAY
SOUTHEAST QUARTER OF SECTION 4,
TWP. 40 NORTH, RANGE 11 EAST, 3RD P.M.
DuPAGE COUNTY, ILLINOIS

PROPERTY DESCRIPTION:

EO-1B-12-912:

THAT PART OF A.E.C. DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 4, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A RESUBDIVISION OF PART OF OUT-LOTS A AND B, IN FOREST CREEK UNIT 2, ALL ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1984 AS DOCUMENT NUMBER R1984-053434, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID A.E.C. DRIVE AS DEDICATED, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF THORNDALE AVENUE PER DOCUMENT R1956-819693; THENCE SOUTH 47 DEGREES 58 MINUTES 23 SECONDS EAST ALONG THE WEST LINE OF SAID A.E.C. DRIVE 25.64 FEET TO THE POINT OF BEGINNING;

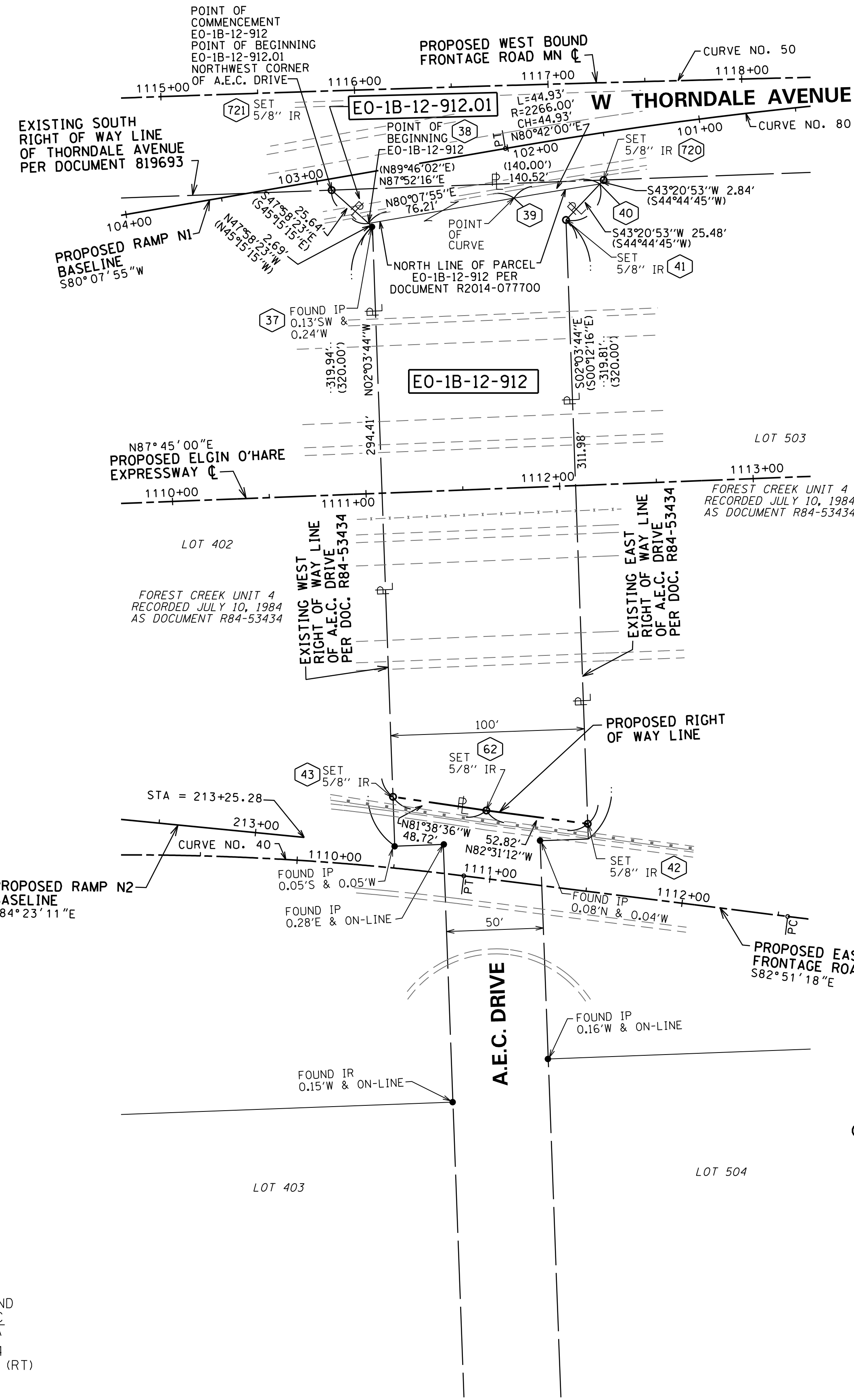
THENCE NORTH 80 DEGREES 07 MINUTES 55 SECONDS EAST, 76.21 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 44.93 FEET, ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2266.00 FEET THE CHORD OF SAID CURVE BEARS NORTH 80 DEGREES 42 MINUTES 00 SECONDS EAST, 44.93 FEET TO A POINT ON THE EAST LINE OF SAID A.E.C. DRIVE; THENCE SOUTH 43 DEGREES 20 MINUTES 53 SECONDS WEST, ALONG SAID EAST LINE, 25.48 FEET TO A BEND POINT IN SAID EAST LINE; THENCE SOUTH 02 DEGREES 03 MINUTES 44 SECONDS EAST, ALONG SAID EAST LINE, 311.98 FEET; THENCE NORTH 82 DEGREES 31 MINUTES 12 SECONDS WEST, 52.82 FEET; THENCE NORTH 81 DEGREES 38 MINUTES 36 SECONDS WEST, 48.72 FEET TO A POINT ON THE WEST LINE OF SAID A.E.C. DRIVE; THENCE NORTH 02 DEGREES 03 MINUTES 44 SECONDS WEST, ALONG SAID WEST LINE, 294.41 FEET TO A BEND POINT IN SAID WEST LINE; THENCE NORTH 47 DEGREES 58 MINUTES 23 SECONDS WEST, ALONG SAID WEST LINE, 2.69 FEET TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.

EO-1B-12-912.01 (A.E.C. DRIVE):

THAT PART OF A.E.C. DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 4, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A RESUBDIVISION OF PART OF OUT-LOTS A AND B, IN FOREST CREEK UNIT 2, ALL ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1984 AS DOCUMENT NUMBER R1984-053434, DESCRIBED AS FOLLOWS:

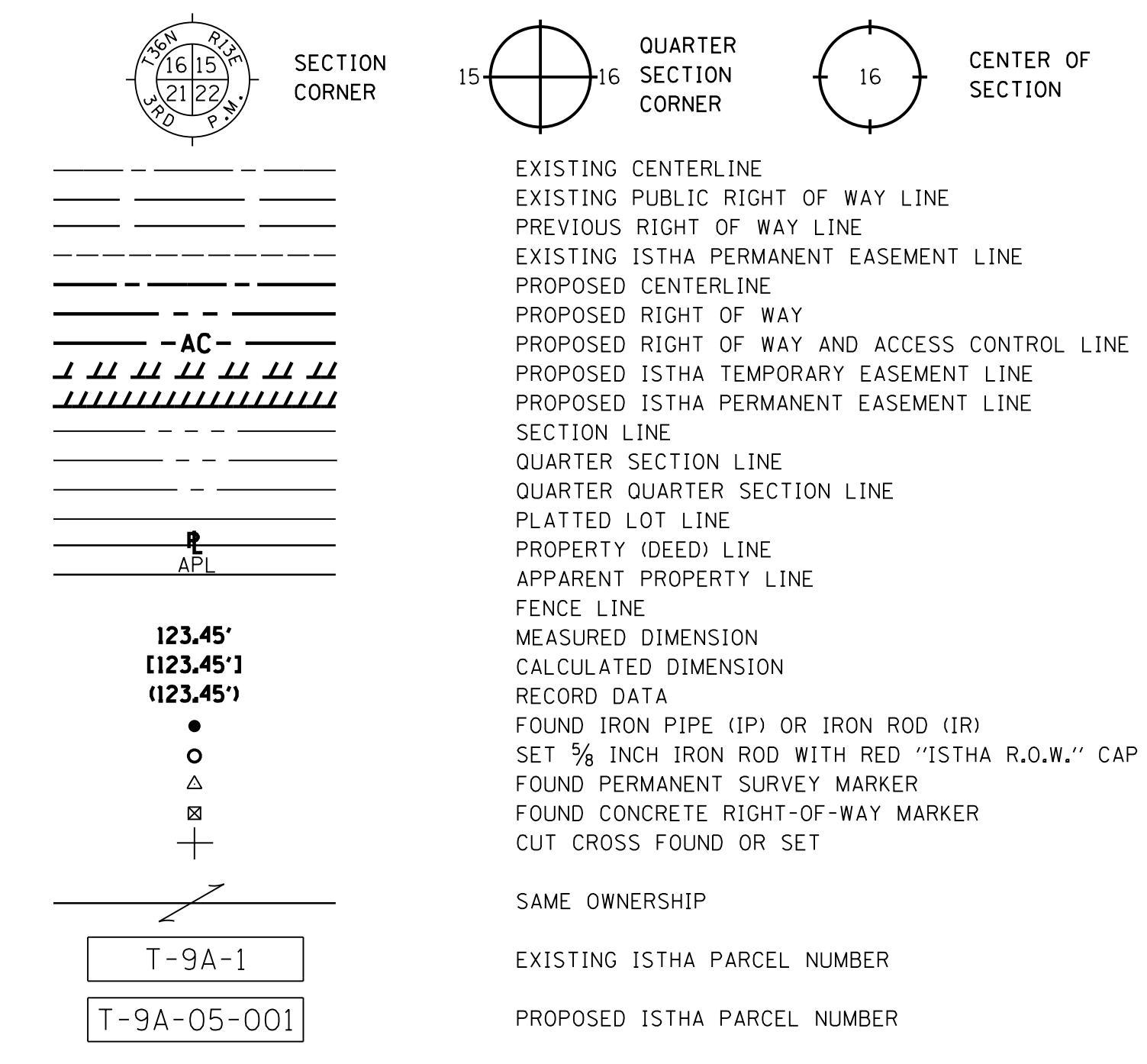
BEGINNING AT THE NORTHWEST CORNER OF SAID A.E.C. DRIVE AS DEDICATED, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF THORNDALE AVENUE PER DOCUMENT R1956-819693; THENCE NORTH 87 DEGREES 52 MINUTES 16 SECONDS EAST, ALONG SAID SOUTH LINE OF SAID THORNDALE AVENUE, 140.52 FEET TO THE NORTHEAST CORNER OF SAID A.E.C. DRIVE; THENCE SOUTH 43 DEGREES 20 MINUTES 53 SECONDS WEST, ALONG AN EAST LINE OF SAID A.E.C. DRIVE, 2.84 FEET TO THE NORTH LINE OF ILLINOIS STATE TOLL HIGHWAY AUTHORITY PARCEL EO-1B-12-912 PER DOCUMENT R2014-077700; THENCE WESTERLY 44.93 FEET, ALONG SAID NORTH LINE BEING A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2266.00 FEET THE CHORD OF SAID CURVE BEARS SOUTH 80 DEGREES 42 MINUTES 00 SECONDS WEST, 44.93 FEET TO A POINT OF TANGENCY; THENCE SOUTH 80 DEGREES 07 MINUTES 55 SECONDS WEST, ALONG SAID NORTH LINE, 76.21 FEET TO A POINT ON THE WEST LINE OF SAID A.E.C. DRIVE; THENCE NORTH 47 DEGREES 58 MINUTES 23 SECONDS WEST, ALONG SAID WEST LINE, 25.64 FEET TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.

PROPOSED RAMP N1 BASELINE CURVE NO. 80 DATA	PROPOSED EAST BOUND FRONTAGE ROAD NO 40 DATA	PROPOSED WEST BOUND FRONTAGE ROAD MNQ CURVE NO. 50 DATA
PI STA = 101+00.68	PI STA = 1009+52.34	PI STA = 1124+93.14
Δ = 05°01'49" (LT)	Δ = 11°00'41" (RT)	Δ = 03°53'48" (RT)
D = 02°29'59"	D = 04°06'15"	D = 00°11'28"
R = 2292.00'	R = 1396.00'	R = 29988.00'
T = 100.68'	T = 134.56'	T = 1020.13'
L = 201.22'	L = 268.29'	L = 2039.47'
E = 2.21'	E = 6.47'	E = 17.35'
PC STA = 100+00.00	PC STA = 1108+17.78	PC STA = 1114+73.01
PT STA = 102+01.22	PT STA = 1110+86.07	PT STA = 1135+12.48



PARCEL	AREA		TYPE OF TAKE			
	ACRES	SQ.FT.	FEE	PERM. ESMT.	TEMP. ESMT.	PURPOSE
TOTAL HOLDING	0.751 ±	32,720 ±				
EO-1B-12-912	0.720 ±	31,382 ±	X			ROADWAY
EO-1B-12-912.01	0.031 ±	1,338 ±	X			ROADWAY
AREA IN EX ROW	0.751 ±	32,720 ±				
REMAINDER	0.000	0.000				

LEGEND



STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT I, REBECCA Y. POPECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY.

FIELD WORK COMPLETED NOVEMBER 13, 2013
DATED AT ROSEMONT, ILLINOIS THIS 4TH DAY OF JANUARY, 2018.

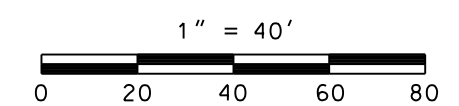
Rebecca Y. Popeck
REBECCA Y. POPECK
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3642
LICENSE EXPIRATION DATE: 11/30/2022



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED
BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT - 2007 (CORS). ALL MEASURED AND CALCULATED VALUES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES SHOWN, BY THE COMBINATION FACTOR OF 0.99998917358.

AREAS SHOWN ON THIS PLAT ARE GROUND. TO CONVERT AN AREA SHOWN ON THIS PLAT TO AN EQUIVALENT AREA AS MEASURED USING THE GRID BASED DISTANCES, MULTIPLY THE GROUND AREA BY THE SQUARE OF THE COMBINATION FACTOR (CF).



CAD DRAFTING BY: JMS
CALCULATIONS BY: RYP
CHECKED BY: RYP
APPROVED BY: RYP

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 694-4060 Fax: (847) 696-4065
Illinois Professional Design Firm No. 184-001157

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNS GROVE, ILLINOIS 60515

NO.	DATE	DESCRIPTION
1	09/29/2017	ADDED PARCEL EO-1B-12-912.01
2	11/28/2017	CITY COMMENTS
3	01/04/2018	CITY COMMENTS

ELGIN - O'HARE EXPRESSWAY		CONTRACT NO.
STA. 1112+29 TO STA. 1111+06 DuPAGE COUNTY, ILLINOIS		I-12-4058
PARCEL EO-1B-12-912		DRAWING NO.
OWNER: CITY OF WOOD DALE		1 OF 1

TOPO LEGEND

- HYDRANT
- GUY WIRE
- GUARD POST
- HANDHOLE (HH)
- LIGHT POLE (LP)
- MANHOLE (MH)
- POWER POLE (PP)
- SIGN
- WATER VALVE
- TELEPHONE SPLICE BOX
- TRAFFIC SIGNAL
- TREE DECIDUOUS WITH SIZE
- TREE EVERGREEN WITH SIZE
- FLARED END SECTION
- INLET
- CATCH BASIN
- HEADWALL

NOTE:

IMPROVEMENTS SHOWN HEREON ARE FROM PROPOSED DESIGN, AS REQUESTED BY THE VILLAGE OF WOOD DALE. FIELD WORK COMPLETION DATE RELATES TO FOUND BOUNDARY EVIDENCE.

PARCEL PLAT

ELGIN - O'HARE EXPRESSWAY
SOUTHWEST QUARTER OF SECTION 3
TWP. 40 NORTH, RANGE 11 EAST, 3RD P.M.
DuPAGE COUNTY, ILLINOIS

PROPERTY DESCRIPTION:

EO-1B-12-913:

THAT PART OF CENTRAL AVENUE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R73-15596, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID CENTRAL AVENUE AS DEDICATED, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF THORNDALE AVENUE PER DOCUMENT 700935; THENCE SOUTH 88 DEGREES 10 MINUTES 19 SECONDS EAST, ALONG SAID SOUTH LINE, 139.14 FEET TO A POINT ON THE EAST LINE OF SAID CENTRAL AVENUE; THENCE SOUTH 01 DEGREES 49 MINUTES 41 SECONDS WEST, ALONG SAID EAST LINE, 25.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 157.23 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 217.00 FEET AND WHOSE CHORD BEARS SOUTH 18 DEGREES 55 MINUTES 45 SECONDS EAST, 153.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH 39 DEGREES 41 MINUTES 12 SECONDS EAST, ALONG SAID EAST LINE, 207.94 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 28 SECONDS WEST, DEPARTING FROM SAID LINE 42.86 FEET TO A POINT ON THE CENTERLINE OF SAID CENTRAL AVENUE, ALSO BEING THE EASTERLY LINE OF PROPERTY CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, BY TRUSTEE'S DEED RECORDED AUGUST 9, 1999 AS DOCUMENT NUMBER R1999-173414; THENCE NORTH 39 DEGREES 41 MINUTES 12 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 435.49 FEET TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.

EO-1B-12-913.01 (CENTRAL AVENUE):

THAT PART OF CENTRAL AVENUE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-015596, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID CENTRAL AVENUE AS DEDICATED, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF THORNDALE AVENUE PER DOCUMENT R1953-700935; THENCE SOUTH 39 DEGREES 41 MINUTES 12 SECONDS EAST, ALONG THE CENTERLINE OF SAID CENTRAL AVENUE, ALSO BEING THE EASTERLY LINE OF PROPERTY CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, BY TRUSTEE'S DEED RECORDED AUGUST 9, 1999 AS DOCUMENT NUMBER R1999-173414, A DISTANCE OF 435.49 FEET TO A POINT ON THE SOUTH LINE OF ILLINOIS STATE TOLL HIGHWAY AUTHORITY PARCEL EO-1B-12-913 PER DOCUMENT R2017-077700, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS EAST, ALONG SAID SOUTH LINE, 42.86 FEET TO A POINT ON THE EAST LINE OF SAID CENTRAL AVENUE; THENCE SOUTH 39 DEGREES 41 MINUTES 12 SECONDS EAST, ALONG SAID EAST LINE, 5.09 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 50 SECONDS WEST, DEPARTING FROM SAID LINE, 43.16 FEET TO A POINT ON THE CENTERLINE OF SAID CENTRAL AVENUE; THENCE NORTH 39 DEGREES 41 MINUTES 12 SECONDS WEST, 4.60 FEET TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.

STATION/OFFSET TABLE
(ELGIN O'HARE EXPRESSWAY CENTERLINE)

Point	Station	Offset	
75	1126+85.28	141.50	L
76	1129+72.65	185.34	R
77	1130+15.49	183.98	R
78	1128+77.87	28.10	R
79	1128+23.55	115.80	L
80	1128+23.58	140.95	L
140	1128+56.84	0.00	R
718	1129+75.69	188.79	R
719	1130+18.84	187.70	R

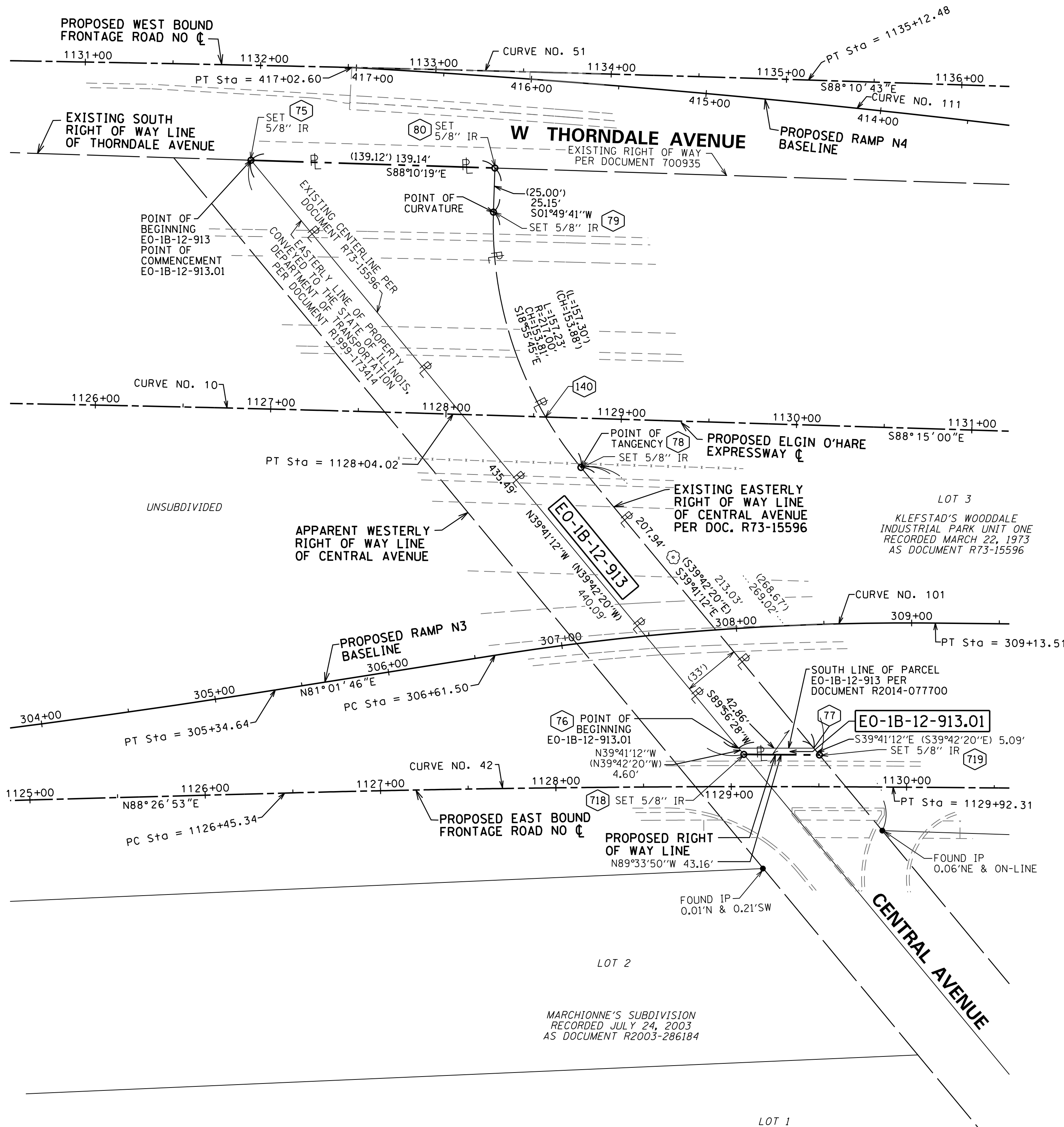
PROPOSED WEST BOUND FRONTAGE ROAD NO 4 CURVE NO. 51 DATA
PI STA = 1124+93.14
Δ = 03°53'48" (RT)
D = 00°11'28"
R = 29988.00'
T = 1020.13'
L = 2039.47
E = 17.35
PC STA = 1114+73.01
PT STA = 1135+12.48

PROPOSED RAMP N4 BASELINE CURVE NO. 111 DATA
PI STA = 414+86.60
Δ = 04°07'38" (LT)
D = 00°57'18"
R = 6000.00'
T = 216.19'
L = 432.20'
E = 3.89'
PC STA = 412+70.40
PT STA = 417+02.60

PROPOSED ELGIN O'HARE EXPRESSWAY CURVE NO. 10 DATA
PI STA = 1121+06.17
Δ = 04°00'00" (RT)
D = 00°17'11"
R = 20000.00'
T = 698.42'
L = 1396.26'
E = 12.19'
PC STA = 1114+07.75
PT STA = 1128+04.02

PROPOSED RAMP N3 BASELINE CURVE NO. 101 DATA
PI STA = 307+87.80
Δ = 09°34'29" (RT)
D = 03°47'58"
R = 1508.00'
T = 126.30'
L = 252.01'
E = 5.28'
PC STA = 306+61.50
PT STA = 309+13.51

PROPOSED EAST BOUND FRONTAGE ROAD NO 4 CURVE NO. 42 DATA
PI STA = 1128+18.84
Δ = 01°59'17" (RT)
D = 00°34'23"
R = 10000.00'
T = 173.50'
L = 346.97'
E = 1.51
PC STA = 1126+45.34
PT STA = 1129+92.31



PARCEL	AREA		TYPE OF TAKE			
	ACRES	SQ.FT.	FEE	PERM. ESMT.	TEMP. ESMT.	PURPOSE
TOTAL HOLDING	0.468 ±	20,393 ±				
EO-1B-12-913	0.464 ±	20,233 ±	X			ROADWAY
EO-1B-12-913.01	0.004 ±	160 ±	X			ROADWAY
AREA IN EX ROW	0.468 ±	20,393 ±				
REMAINDER	0.000	0.000				

LEGEND

- EXISTING CENTERLINE
- EXISTING PUBLIC RIGHT OF WAY LINE
- PREVIOUS RIGHT OF WAY LINE
- EXISTING ISTHA PERMANENT EASEMENT LINE
- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- PROPOSED RIGHT OF WAY AND ACCESS CONTROL LINE
- PROPOSED ISTHA TEMPORARY EASEMENT LINE
- PROPOSED ISTHA PERMANENT EASEMENT LINE
- SECTION LINE
- QUARTER SECTION LINE
- QUARTER QUARTER SECTION LINE
- PLATTED LOT LINE
- PROPERTY (DEED) LINE
- APPARENT PROPERTY LINE
- FENCE LINE
- MEASURED DIMENSION
- CALCULATED DIMENSION
- RECORD DATA
- FOUND IRON PIPE (IP) OR IRON ROD (IR)
- SET 3/8" INCH IRON ROD WITH RED "ISTHA R.O.W." CAP
- FOUND PERMANENT SURVEY MARKER
- FOUND CONCRETE RIGHT-OF-WAY MARKER
- CUT CROSS FOUND OR SET
- SAME OWNERSHIP
- EXISTING ISTHA PARCEL NUMBER
- PROPOSED ISTHA PARCEL NUMBER

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, REBECCA Y. POPECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY.

FIELD WORK COMPLETED ON NOVEMBER 13, 2013
DATED AT ROSEMONT, ILLINOIS THIS 8TH DAY OF JANUARY 2018.

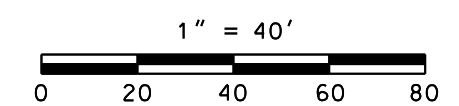
Rebecca Y. Popeck
REBECCA Y. POPECK
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3642
LICENSE EXPIRATION DATE: 11/30/2022



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED
BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT - 2007 (CORS). ALL MEASURED AND CALCULATED VALUES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES SHOWN, BY THE COMBINATION FACTOR OF 0.99998917358.

AREAS SHOWN ON THIS PLAT ARE GROUND. TO CONVERT AN AREA SHOWN ON THIS PLAT TO AN EQUIVALENT AREA AS MEASURED USING THE GRID BASED DISTANCES, MULTIPLY THE GROUND AREA BY THE SQUARE OF THE COMBINATION FACTOR (CF).



CAD DRAFTING BY: JMS
CALCULATIONS BY: RYP
CHECKED BY: RYP
APPROVED BY: RYP



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (647) 696-4060 Fax: (647) 696-4065
Illinois Professional Design Firm No. 184-001157



ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

NO.	DATE	DESCRIPTION
1	09/29/2017	ADDED PARCEL EO-1B-12-913.01
2	11/17/2017	CITY COMMENTS
3	01/08/2018	CITY COMMENTS

ELGIN - O'HARE EXPRESSWAY
STA. 1126+85 TO STA. 1130+19
DuPAGE COUNTY, ILLINOIS
PARCEL EO-1B-12-913
OWNER: CITY OF WOOD DALE

CONTRACT NO. 1-12-4058
DRAWING NO. 1 OF 1

TOPO LEGEND

- ⊕ HYDRANT
- ⊖ GUY WIRE
- GUARD POST
- ⊕ HANDHOLE (HH)
- ⊕ LIGHT POLE (LP)
- ⊕ MANHOLE (MH)
- ⊕ POWER POLE (PP)
- ⊖ SIGN
- ⊕ WATER VALVE
- ⊕ TELEPHONE SPLICE BOX
- ⊕ TRAFFIC SIGNAL
- ⊕ TREE DECIDUOUS WITH SIZE
- ⊕ TREE EVERGREEN WITH SIZE
- ⊕ FLARED END SECTION
- ⊕ INLET
- ⊕ CABLE TV SPLICE BOX

NOTE:
IMPROVEMENTS SHOWN HEREON ARE FROM PROPOSED DESIGN, AS REQUESTED BY THE VILLAGE OF WOOD DALE. FIELD WORK COMPLETION DATE RELATES TO FOUND BOUNDARY EVIDENCE.

PROPERTY DESCRIPTION:

EO-1B-12-917:

THAT PART LIVELY BOULEVARD AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LIVELY BOULEVARD AS DEDICATED, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 8, ALL IN SAID KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, ALSO BEING A POINT ON THE SOUTH LINE OF THORNDALE AVENUE, DEDICATED AUGUST 12, 1953 AS DOCUMENT NUMBER R1953-691663; THENCE SOUTH 88 DEGREES 10 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID THORNDALE AVENUE, 66.03 FEET TO A POINT ON THE EAST LINE OF SAID LIVELY BOULEVARD, ALSO BEING THE WEST LINE OF LOT 9 IN SAID KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE; THENCE SOUTH 00 DEGREES 00 MINUTES 23 SECONDS EAST ALONG SAID EAST LINE, ALSO BEING THE WEST LINE OF SAID LOT 9, A DISTANCE OF 251.02 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 00 SECONDS WEST, 66.03 FEET TO A POINT ON THE WEST LINE OF SAID LIVELY BOULEVARD, ALSO BEING THE EAST LINE OF LOT 8 IN SAID KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE; THENCE NORTH 00 DEGREES 00 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF SAID LIVELY BOULEVARD, ALSO BEING THE EAST LINE OF SAID LOT 8, A DISTANCE OF 251.11 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EO-1B-12-917.01 (LIVELY BOULEVARD):

THAT PART LIVELY BOULEVARD AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LIVELY BOULEVARD AS DEDICATED, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 8, ALL IN SAID KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, ALSO BEING A POINT ON THE SOUTH LINE OF THORNDALE AVENUE, DEDICATED AUGUST 12, 1953 AS DOCUMENT NUMBER R1953-691663; THENCE SOUTH 88 DEGREES 10 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF SAID THORNDALE AVENUE, 66.03 FEET TO A POINT ON THE EAST LINE OF SAID LIVELY BOULEVARD, ALSO BEING THE WEST LINE OF LOT 9 IN SAID KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE; THENCE SOUTH 00 DEGREES 00 MINUTES 23 SECONDS EAST ALONG SAID EAST LINE, ALSO BEING THE WEST LINE OF SAID LOT 9, A DISTANCE OF 251.02 FEET TO THE POINT OF BEGINNING;

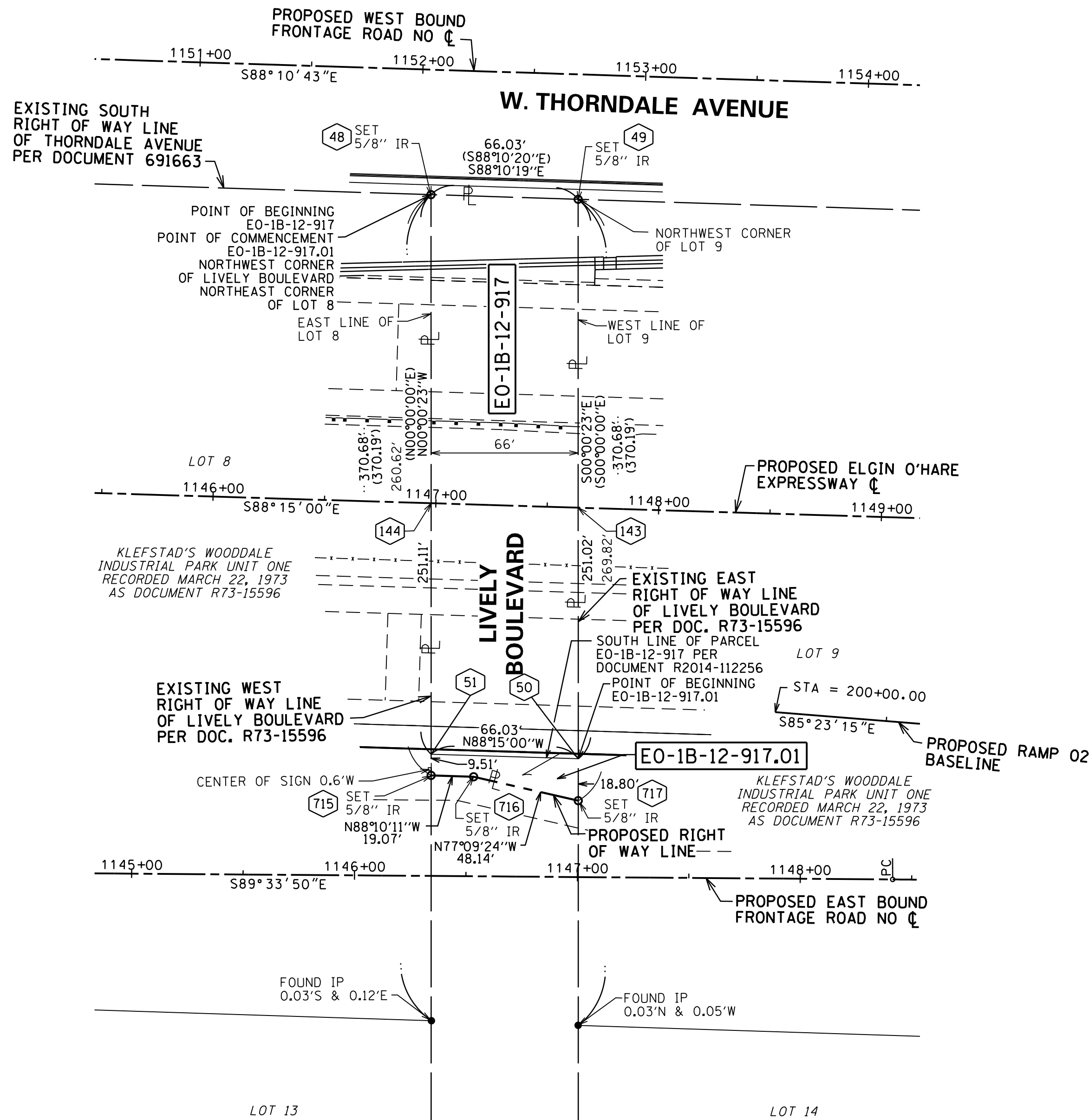
THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 23 SECONDS EAST, ALONG SAID LAST DESCRIBED LINE, 18.80 FEET; THENCE NORTH 77 DEGREES 09 MINUTES 24 SECONDS WEST, 48.14 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 11 SECONDS WEST, 19.07 FEET TO A POINT ON THE WEST LINE OF SAID LIVELY BOULEVARD, ALSO BEING THE EAST LINE OF LOT 8 IN SAID KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE; THENCE NORTH 00 DEGREES 00 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF SAID LIVELY BOULEVARD, ALSO BEING THE EAST LINE OF SAID LOT 8, A DISTANCE OF 9.51 FEET TO THE SOUTH LINE OF ILLINOIS STATE TOLL HIGHWAY AUTHORITY PARCEL EO-1B-12-917 PER DOCUMENT R2014-112256; THENCE SOUTH 88 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH LINE, 66.03 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

STATION/OFFSET TABLE
(ELGIN O'HARE EXPRESSWAY CENTERLINE)

Point	Station	Offset	
48	1146+93.62	138.41	L
49	1147+59.66	138.32	L
50	1147+67.35	112.58	R
51	1147+01.32	112.58	R
143	1147+63.90	0.00	L
144	1146+97.87	0.00	R
715	1147+01.70	122.09	R
716	1147+20.69	122.12	R
717	1147+67.93	131.38	R

PARCEL PLAT

ELGIN - O'HARE EXPRESSWAY
SECTION 3, TWP. 40 NORTH, RANGE 11 EAST, 3RD P.M.
DuPAGE COUNTY, ILLINOIS



PARCEL	AREA		TYPE OF TAKE			
	ACRES	SQ.FT.	FEE	PERM. ESMT.	TEMP. ESMT.	PURPOSE
TOTAL HOLDING	0.399 ±	17,417 ±				
EO-1B-12-917	0.380 ±	16,570 ±	X			ROADWAY
EO-1B-12-917.01	0.019 ±	847 ±	X			ROADWAY
AREA IN EX ROW	0.399 ±	17,417 ±				
REMAINDER	0.000	0.000				

LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- CENTER OF SECTION
- EXISTING CENTERLINE
- EXISTING PUBLIC RIGHT OF WAY LINE
- PREVIOUS RIGHT OF WAY LINE
- EXISTING ISTHA PERMANENT EASEMENT LINE
- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- PROPOSED RIGHT OF WAY AND ACCESS CONTROL LINE
- PROPOSED ISTHA TEMPORARY EASEMENT LINE
- PROPOSED ISTHA PERMANENT EASEMENT LINE
- SECTION LINE
- QUARTER SECTION LINE
- QUARTER QUARTER SECTION LINE
- PLATTED LOT LINE
- PROPERTY (DEED) LINE
- APPARENT PROPERTY LINE
- FENCE LINE
- MEASURED DIMENSION
- CALCULATED DIMENSION
- RECORD DATA
- FOUND IRON PIPE (IP) OR IRON ROD (IR)
- SET 3/8 INCH IRON ROD WITH RED "ISTHA R.O.W." CAP
- FOUND PERMANENT SURVEY MARKER
- FOUND CONCRETE RIGHT-OF-WAY MARKER
- CUT CROSS FOUND OR SET
- SAME OWNERSHIP
- EXISTING ISTHA PARCEL NUMBER
- PROPOSED ISTHA PARCEL NUMBER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, REBECCA Y. POPECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY.

FIELD WORK COMPLETED ON NOVEMBER 13, 2013

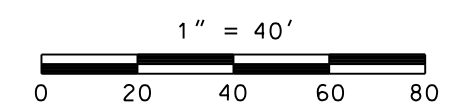
DATED AT ROSEMONT, ILLINOIS THIS 4TH DAY OF JANUARY, 2018.

Rebecca Y. Popeck
REBECCA Y. POPECK
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3642
LICENSE EXPIRATION DATE: 11/30/2022

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED
BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT - 2007 (CORS). ALL MEASURED AND CALCULATED VALUES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES SHOWN, BY THE COMBINATION FACTOR OF 0.99998917358.

AREAS SHOWN ON THIS PLAT ARE GROUND. TO CONVERT AN AREA SHOWN ON THIS PLAT TO AN EQUIVALENT AREA AS MEASURED USING THE GRID BASED DISTANCES, MULTIPLY THE GROUND AREA BY THE SQUARE OF THE COMBINATION FACTOR (CF).



CAD DRAFTING BY: JMS
CALCULATIONS BY: RYP
CHECKED BY: RYP
APPROVED BY: RYP

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4066
Illinois Professional Design Firm No. 184-001157

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

REVISIONS		
NO.	DATE	DESCRIPTION
1	09/29/2017	ADDED PARCEL EO-1B-12-917.01
2	11/17/2017	CITY COMMENTS
3	01/04/2018	CITY COMMENTS

ELGIN - O'HARE EXPRESSWAY
STA. 1146+93 TO STA. 1147+68
DuPAGE COUNTY, ILLINOIS
PARCEL EO-1B-12-917
OWNER: CITY OF WOOD DALE

CONTRACT NO.
1-12-4058
DRAWING NO.
1 OF 1

PROPERTY DESCRIPTION:

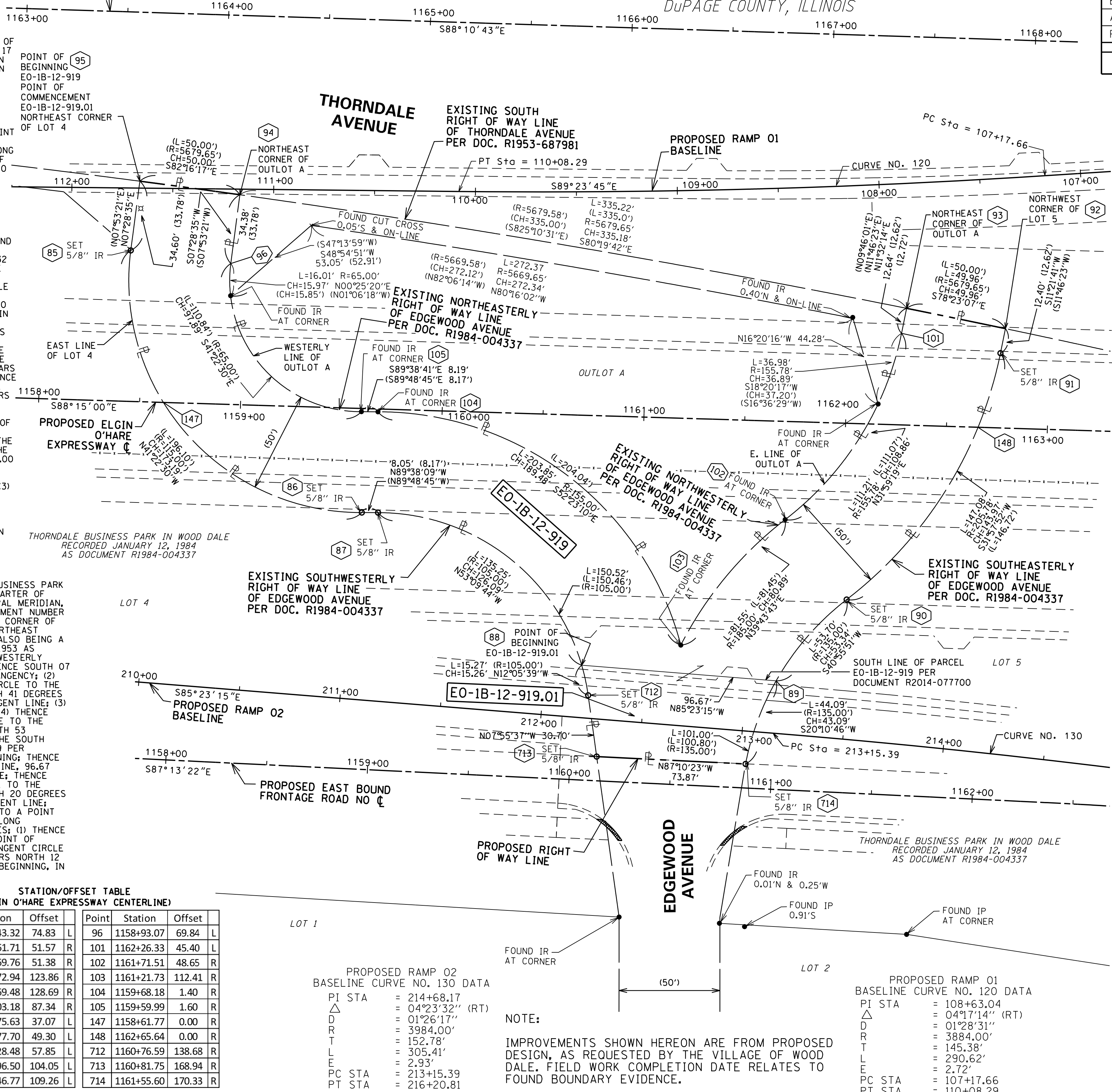
EO-1B-12-919;
 THAT PART EDGEWOOD AVENUE AS DEDICATED AS PART OF THORNDALE BUSINESS PARK IN WOOD DALE, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1984 AS DOCUMENT NUMBER R1984-004337, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID EDGEWOOD AVENUE AS DEDICATED, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 4, IN SAID THORNDALE BUSINESS PARK IN WOOD DALE, ALSO BEING A POINT ON THE SOUTH LINE OF THORNDALE AVENUE, DEDICATED JULY 8, 1953 AS DOCUMENT NUMBER R1953-687981; THENCE EASTERLY 50.00 FEET, ALONG THE SOUTH LINE OF THORNDALE AVENUE, BEING THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 5679.65 FEET AND WHOSE CHORD BEARS SOUTH 82 DEGREES 16 MINUTES 17 SECONDS EAST, 50.00 FEET TO THE NORTHWEST CORNER OF OUTLOT A IN SAID THORNDALE BUSINESS PARK IN WOOD DALE, ALSO BEING A POINT ON THE EAST LINE OF SAID EDGEWOOD AVENUE; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG EASTERLY AND NORTHEASTERLY LINES OF SAID EDGEWOOD AVENUE FOR THE NEXT FOUR COURSES; (1) THENCE SOUTH 07 DEGREES 28 MINUTES 35 SECONDS WEST, 34.38 FEET; (2) THENCE SOUTHERLY 110.84 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 65.00 FEET AND WHOSE CHORD BEARS SOUTH 41 DEGREES 22 MINUTES 30 SECONDS EAST, 97.89 FEET TO A POINT ON A NON-TANGENT LINE; (3) THENCE SOUTH 89 DEGREES 38 MINUTES 41 SECONDS EAST, 8.19 FEET; (4) THENCE SOUTHEASTERLY 203.85 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 155.00 FEET AND WHOSE CHORD BEARS SOUTH 52 DEGREES 23 MINUTES 10 SECONDS EAST, 189.48 FEET TO A POINT ON A NORTHWESTERLY LINE OF SAID EDGEWOOD AVENUE; THENCE NORTHEASTERLY ALONG NORTHWESTERLY LINES OF SAID EDGEWOOD AVENUE FOR THE NEXT THREE COURSES; (1) THENCE NORTHEASTERLY 81.55 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 185.00 FEET AND WHOSE CHORD BEARS NORTH 39 DEGREES 43 MINUTES 43 SECONDS EAST, 80.89 FEET; (2) THENCE NORTHEASTERLY 111.21 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 155.78 FEET AND WHOSE CHORD BEARS NORTH 31 DEGREES 59 MINUTES 19 SECONDS EAST, 108.86 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 11 DEGREES 32 MINUTES 14 SECONDS EAST, 12.64 FEET TO A POINT ON THE SOUTH LINE OF SAID THORNDALE AVENUE; THENCE EASTERLY 49.96 FEET, ALONG THE SOUTH LINE OF THORNDALE AVENUE, BEING THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 205.78 FEET AND WHOSE CHORD BEARS SOUTH 78 DEGREES 23 MINUTES 07 SECONDS EAST, 49.96 FEET TO THE NORTHWEST CORNER OF LOT 5 IN SAID THORNDALE BUSINESS PARK IN WOOD DALE, ALSO BEING A POINT ON A SOUTHEASTERLY LINE OF SAID EDGEWOOD AVENUE; THENCE SOUTHWESTERLY ALONG SOUTHEASTERLY LINES OF SAID EDGEWOOD AVENUE FOR THE NEXT THREE COURSES; (1) THENCE SOUTH 11 DEGREES 14 MINUTES 41 SECONDS WEST, 12.40 FEET; (2) THENCE SOUTHWESTERLY 147.08 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 205.78 FEET AND WHOSE CHORD BEARS SOUTH 31 DEGREES 57 MINUTES 52 SECONDS WEST, 143.97 FEET; (3) THENCE SOUTHWESTERLY 53.70 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 135.00 FEET AND WHOSE CHORD BEARS SOUTH 40 DEGREES 55 MINUTES 51 SECONDS WEST, 53.34 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 85 DEGREES 23 MINUTES 15 SECONDS WEST, 96.67 FEET TO A POINT ON A SOUTHWESTERLY LINE OF SAID EDGEWOOD AVENUE; THENCE NORTHWESTERLY AND NORTHERLY ALONG SOUTHWESTERLY AND WESTERLY LINES OF SAID EDGEWOOD AVENUE FOR THE NEXT FOUR COURSES; (1) THENCE NORTHWESTERLY 135.25 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 105.00 FEET AND WHOSE CHORD BEARS NORTH 53 DEGREES 09 MINUTES 44 SECONDS WEST, 126.09 FEET TO A POINT ON A NON-TANGENT LINE; (2) THENCE NORTH 39 DEGREES 38 MINUTES 09 SECONDS WEST, 8.05 FEET; (3) THENCE NORTHWESTERLY 196.10 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 115.00 FEET AND WHOSE CHORD BEARS NORTH 41 DEGREES 22 MINUTES 30 SECONDS WEST, 173.19 FEET TO A POINT OF TANGENCY; (4) THENCE NORTH 07 DEGREES 28 MINUTES 35 SECONDS EAST, 34.60 FEET TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.

EO-1B-12-919.01;
 THAT PART EDGEWOOD AVENUE AS DEDICATED AS PART OF THORNDALE BUSINESS PARK IN WOOD DALE, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1984 AS DOCUMENT NUMBER R1984-004337, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EDGEWOOD AVENUE AS DEDICATED, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 4, IN SAID THORNDALE BUSINESS PARK IN WOOD DALE, ALSO BEING A POINT ON THE SOUTH LINE OF THORNDALE AVENUE, DEDICATED JULY 8, 1953 AS DOCUMENT NUMBER R1953-687981; THENCE SOUTHEASTERLY ALONG SOUTHWESTERLY LINES OF SAID EDGEWOOD AVENUE FOR THE NEXT FOUR COURSES; (1) THENCE SOUTH 07 DEGREES 28 MINUTES 35 SECONDS WEST, 34.60 FEET TO A POINT OF TANGENCY; (2) THENCE SOUTHEASTERLY 196.10 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 115.00 FEET AND WHOSE CHORD BEARS SOUTH 41 DEGREES 22 MINUTES 30 SECONDS WEST, 173.19 FEET TO A POINT ON A NON-TANGENT LINE; (3) THENCE SOUTH 89 DEGREES 38 MINUTES 09 SECONDS EAST, 8.05 FEET; (4) THENCE SOUTHEASTERLY 135.25 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 105.00 FEET AND WHOSE CHORD BEARS SOUTH 53 DEGREES 09 MINUTES 44 SECONDS EAST, 126.09 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 87 DEGREES 10 MINUTES 23 SECONDS WEST, 73.87 FEET TO A POINT ON A WESTERLY LINE OF SAID EDGEWOOD AVENUE; THENCE NORTHERLY ALONG WESTERLY LINES OF SAID EDGEWOOD AVENUE FOR THE NEXT TWO COURSES; (1) THENCE NORTH 07 DEGREES 55 MINUTES 37 SECONDS WEST, 30.70 FEET TO A POINT OF TANGENCY; (2) THENCE NORTHERLY 15.27 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 105.00 FEET AND WHOSE CHORD BEARS NORTH 12 DEGREES 05 MINUTES 39 SECONDS WEST, 15.26 FEET TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.

PARCEL PLAT

ELGIN - O'HARE EXPRESSWAY

SOUTHEAST QUARTER OF SECTION 3, TWP. 40 NORTH, RANGE 11 EAST, 3RD P.M.
 DuPAGE COUNTY, ILLINOIS



PARCEL	AREA		TYPE OF TAKE			
	ACRES	SQ.FT.	FEE	PERM. ESMT.	TEMP. ESMT.	PURPOSE
TOTAL HOLDING	0.758 ±	33,050 ±				
EO-1B-12-919	0.675 ±	29,420 ±	X			ROADWAY
EO-1B-12-919.01	0.083 ±	3,630 ±	X			ROADWAY
AREA IN EX ROW	0.758 ±	33,050 ±				
REMAINDER	0.000	0.000				

LEGEND

SECTION CORNER

QUARTER SECTION CORNER

CENTER OF SECTION

EXISTING CENTERLINE

EXISTING PUBLIC RIGHT OF WAY LINE

EXISTING RIGHT OF WAY LINE

EXISTING ISTHA PERMANENT EASEMENT LINE

PROPOSED CENTERLINE

PROPOSED RIGHT OF WAY

PROPOSED RIGHT OF WAY AND ACCESS CONTROL LINE

PROPOSED ISTHA TEMPORARY EASEMENT LINE

PROPOSED ISTHA PERMANENT EASEMENT LINE

SECTION LINE

QUARTER SECTION LINE

QUARTER QUARTER SECTION LINE

PLATTED LOT LINE

PROPERTY (DEED) LINE

APPARENT PROPERTY LINE

FENCE LINE

MEASURED DIMENSION

CALCULATED DIMENSION

RECORD DATA

FOUND IRON PIPE (IP) OR IRON ROD (IR)

SET 3/8" INCH IRON ROD WITH RED "ISTHA R.O.W." CAP

FOUND PERMANENT SURVEY MARKER

FOUND CONCRETE RIGHT-OF-WAY MARKER

CUT CROSS FOUND OR SET

SAME OWNERSHIP

EXISTING ISTHA PARCEL NUMBER

PROPOSED ISTHA PARCEL NUMBER

123.45'
 (123.45')
 (123.45')

T-9A-1

T-9A-05-001

STATE OF ILLINOIS)
 COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT I, REBECCA Y. POPECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY.

FIELD WORK COMPLETED ON NOVEMBER 13, 2013

DATED AT ROSEMONT, ILLINOIS THIS 4th DAY OF JANUARY, 2018.

Rebecca Y. Popeck

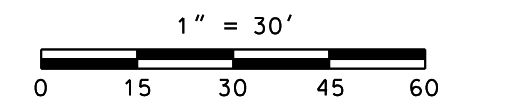
REBECCA Y. POPECK
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3642
 LICENSE EXPIRATION DATE: 11/30/2022

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED

BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT - 2007 (CORS). ALL MEASURED AND CALCULATED VALUES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES SHOWN, BY THE COMBINATION FACTOR OF 0.99998917358.

AREAS SHOWN ON THIS PLAT ARE GROUND. TO CONVERT AN AREA SHOWN ON THIS PLAT TO AN EQUIVALENT AREA AS MEASURED USING THE GRID BASED DISTANCES, MULTIPLY THE GROUND AREA BY THE SQUARE OF THE COMBINATION FACTOR (CF).



STATION/OFFSET TABLE
 (ELGIN O'HARE EXPRESSWAY CENTERLINE)

Point	Station	Offset	Point	Station	Offset
85	1158+43.32	74.83 L	96	1158+93.07	69.84 L
86	1159+61.71	51.57 R	101	1162+26.33	45.40 L
87	1159+69.76	51.38 R	102	1161+71.51	48.65 R
88	1160+72.94	123.86 R	103	1161+21.73	112.41 R
89	1161+69.48	128.69 R	104	1159+68.18	1.40 R
90	1162+03.18	87.34 R	105	1159+59.99	1.60 R
91	1162+75.63	37.07 L	147	1158+61.77	0.00 R
92	1162+77.70	49.30 L	148	1162+65.64	0.00 R
93	1162+28.48	57.85 L	712	1160+76.59	138.68 R
94	1158+96.50	104.05 L	713	1160+81.75	168.94 R
95	1158+46.77	109.26 L	714	1161+55.60	170.33 R

TOPO LEGEND

☉	HYDRANT	☐	TELEPHONE SPLICE BOX
—	GUY WIRE	⊕	TRAFFIC SIGNAL
—	GUARD POST	☐	TREE DECIDUOUS WITH SIZE
☐	HANDHOLE (HH)	☐	TREE EVERGREEN WITH SIZE
☐	LIGHT POLE	⊥	FLARED END SECTION
○	MANHOLE (MH)	—	INLET
○	POWER POLE	○	CATCH BASIN
—	SIGN	—	HEADWALL
○	WATER VALVE	⊞	STREET LIGHT CONTROL BOX

CAD DRAFTING BY: JMS
 CALCULATIONS BY: RYP
 CHECKED BY: RYP
 APPROVED BY: RYP

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
 Rosemont, Illinois 60018
 Phone: (847) 696-4060 Fax: (847) 696-4066
 Illinois Professional Design Firm No. 184-001157

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

2700 OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS 60515

REVISIONS

NO.	DATE	DESCRIPTION
1	09/29/2017	ADDED PARCEL EO-1B-12-919.01
2	11/17/2017	CITY COMMENTS
3	01/04/2018	CITY COMMENTS

ELGIN - O'HARE EXPRESSWAY
 STA. 1158+43 TO STA. 1162+78
 DuPAGE COUNTY, ILLINOIS

CONTRACT NO. 1-12-4058
 DRAWING NO. 1 OF 1
 OWNER: CITY OF WOOD DALE



REQUEST FOR COUNCIL ACTION

Referred to Council: December 17, 2019
Subject: FY 2020 Audit Acceptance
Staff Contact: Brad Wilson, Finance Director
Department: Finance

TITLE: A Resolution Accepting the Fiscal Year 2020 Annual Audit Report from Sikich, LLP

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – Passed 7-0 (1 absent)

RECOMMENDATION:

Approve the attached Resolution accepting the FY 2020 audit.

BACKGROUND:

Each year the City is required to accept its annual audit.

ANALYSIS:

The audit was presented at the December 10th Committee meeting, and a motion to approve the acceptance of the audit was made and approved with a vote of 7-0.

DOCUMENTS ATTACHED

✓ Resolution

RESOLUTION NO. R-20-92

A RESOLUTION ACCEPTING THE FISCAL YEAR 2020 ANNUAL AUDIT REPORT FROM SIKICH, LLP.

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

WHEREAS, the City is authorized and empowered, under the Illinois Municipal Code, to enter into agreements for financial auditing services; and

WHEREAS, the City entered into an agreement with Sikich, LLP., a financial services company, to provide an audit of City funds for Fiscal Year 2020; and

WHEREAS, Sikich, LLP., has performed an audit of the City’s funds and found that the City is in compliance with all generally accepted municipal accounting and auditing principles, the Audit Report is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the City Council of the City of Wood Dale hereby finds that it is in the best interests of the City to accept the Audit Report prepared by Sikich, LLP.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS, duly convened in regular session, as follows:

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

SECTION 2: The Mayor and the City Council hereby accepts and places on file, the Audit Report prepared by Sikich, LLP, for the City’s, Fiscal Year 2020, attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 4: That this Resolution shall be in full force and effect from and after its adoption and approval.

PASSED this 17th day of December, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 17th day of December, 2020.

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

EXHIBIT A

A copy is included in the official signed document.



REQUEST FOR COUNCIL ACTION

Referred to Council: December 17, 2020
Subject: 2020 Insurance Renewal - Travelers
Staff Contact: Kate Buggy, Management Analyst
Department: Administration

TITLE: A Resolution Authorizing the City of Wood Dale to Enter into an Insurance Agreement with Travelers Insurance for City General Liability, Employee Benefit Liability, Auto Insurance, City Property, and Crime Insurance

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – 7-0

RECOMMENDATION:

The Committee and staff recommend the Council select Option 1 as detailed below and enter into an insurance agreement with Travelers Insurance for City General Liability, Employee Benefit Liability, Auto Insurance, City Property, and Crime Insurance.

BACKGROUND:

Since calendar year 2013, the City has been using Alliant Insurance Services as its broker for property, casualty, and workers compensation insurance. Every year the City must renew these lines of coverage. The City had Alliant do full marketing for the coverages this year and three options were obtained. As Alliant notes, the current insurance marketplace is one of the most challenging of the past few decades. Overall market premiums have been increasing, coverage and limits have been reduced, and carriers have been more selective in their quoting of business.

ANALYSIS:

The City's current insurance carriers are:

- Brit – Casualty coverage
- Hanover – Property and Crime coverages
- IPRF – Workers' compensation coverage

The current pricing proposal from Hanover/Brit/IPRF as compared to last year's pricing is an increase of 10%, or \$48,678. A significant part of the increase can be seen in the workers' compensation line due to recent loss history and development. Also, it's important to note that Brit was recently acquired by One Beacon and now goes by the name Intact Insurance.

Alliant also obtained two other options: the first with liability carrier Travelers Insurance and IPRF, the City's current carrier for workers' compensation insurance; the second with the Illinois County Risk Management Trust (ICRMT), which would be able to provide all coverage, including property and workers' compensation insurance. All three options include a program of coverage, limits, and deductibles that are similar to the expiring structure. However, only some of the options would permit the City to choose its counsel in the event of a lawsuit. Currently, the City is able to choose City Attorney Pat Bond as its counsel. City Attorney Bond has represented the City in two lawsuits that would have otherwise been handled by the carriers since 2013.

	Carriers	Price	Choice of Counsel
Expiring Coverage	Hanover/Brit/IPRF	\$504,591	Yes
Option 1	Travelers/IPRF	\$519,631 (3%)	No
Option 2	ICRMT	\$530,798 (5%)	Maybe on lighter cases
Option 3	Hanover/Brit/IPRF	\$553,269 (10%)	Yes

Based on the numbers presented, staff recommends the City select Option 1 (Travelers/IPRF) for its insurance renewal.

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ Mandatory Disclosures and Request to Bind Coverage

RESOLUTION NO. R-20-93

A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO AN INSURANCE AGREEMENT WITH TRAVELERS INSURANCE FOR CITY GENERAL LIABILITY, EMPLOYEE BENEFIT LIABILITY, AUTO LIABILITY, CITY PROPERTY, AND CRIME INSURANCE

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

WHEREAS, the City is authorized and empowered, pursuant to the Illinois Municipal Code, 65 ILCS 5/2-2-12, to enter into contracts for insurance; and

WHEREAS, the City has previously authorized the insurance brokerage services of Alliant Insurance Services in connection with securing property insurance coverage for the City; and

WHEREAS, Alliant Insurance Services has produced an insurance proposal from Travelers Insurance that the City Council of the City finds to be reasonable and in the best interests of the citizens of the City; and

WHEREAS, the City Council for the City desires to approve and authorize a contract for insurance coverage in conformity with the proposal for insurance;

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

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

SECTION 2: That the Mayor is authorized to execute and City Clerk shall attest thereto an insurance agreement with Travelers Insurance that is in conformity with the proposal for insurance.

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

SECTION 4: That the City Clerk of the City of Wood Dale is directed to provide a copy of this Resolution and an executed copy of the Insurance Agreement to Alliant Insurance Services, 353 North Clark Street, Chicago, Illinois 60654.

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

PASSED this 17th day of December, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 17th day of December, 2020.

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform.

Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To

learn more about companies doing business in your state, visit the Department of Insurance website for that state.

Other Disclosures / Disclaimers – Continued

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.


Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

(Applicable to any coverage that is identified as claims made)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage



to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Other Disclosures / Disclaimers = Continued

Claims Made Policy (D&O/EPL):

(Applicable to any coverage that is identified as claims made)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

NRRA:

(Applicable if the insurance company is non-admitted)

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Other Disclosures / Disclaimers = Continued

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

- A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.
- You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.
- In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.
- By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:
 - Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
 - Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
 - There may be conflicts in defense when your insurer has to defend both you and the additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.

Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

Other Services **AlliantConnect**

AlliantConnect is an online portal created especially for you to access and manage your insurance information in real time.

What is AlliantConnect?

This secure, easy-to-use portal enables you to easily access and manage your insurance information from any Internet connection at any time. Your customized portal provides you with the following:

- A transparent view into your insurance business
- Easy management of your documents, including certificate issuance
- Help with risk control through a comprehensive library of fact sheets, white papers, presentations, and training videos
- An easy place for clients to find a summary of their policy coverages
- A single source to track important dates and announcements
- Access to your Alliant service team

All client data is secured to the appropriate account teams, and the database itself and all backups are stored in a highly encrypted format. In addition, all document changes are archived for audit history.

Contact your service team to set up AlliantConnect today



OTHER ALLIANT SERVICES

Alliant Loss Control Services

HAZARD IDENTIFICATION, EVALUATION, ELIMINATION AND CONTROL WILL PROTECT YOUR COMPANY, LOWER INSURANCE COSTS, AND IMPROVE SERVICE.

Accidents and avoidable incidents that result in financial loss can threaten the very existence and long-term viability of your company. They mean lost time, damaged property, diversion of resources, and possible legal and medical expenses that can place a huge burden on your organization and prevent you from reaching your business goals.

Alliant's Risk Control Consulting helps clients identify and reduce loss exposures. Our specialists can help prevent costly accidents and losses, which can lead to lower insurance costs. Whatever the size of your company or scope of your operations, we can help strengthen your safety and risk management programs with proven services that protect lives, safeguard assets, and control costs. Services are not limited to those listed below.

<p>How to Choose the Right Risk Control Consultant</p> <p>When seeking a qualified risk control consultant, you should ask:</p> <ul style="list-style-type: none"> • Does the consultant have specific commercial experience for your type(s) of operations and assets? • Does the consultant have the resources and availability to do the job when you need it and for your intended use? • Do they tell you whatever you need to know to control risk or only what you want to hear? • Does the consultant have a support team of experts able to help you if there is a regulatory citation, a serious claims, or challenging litigation? <p>Each of the above questions can be answered <u>YES</u> by Alliant's Risk Control Consulting.</p> <p>Alliant also offers:</p> <ul style="list-style-type: none"> • Extensive Experience in Diverse Business Sectors • Nationwide Coverage • Local Expertise • Peer Review 	<p>Safety Services</p> <ul style="list-style-type: none"> ▪ Program Development ▪ On-Site Hazard/Risk Assessments ▪ Ergonomics ▪ Industrial Hygiene ▪ Fleet Safety Analysis ▪ General Liability ▪ Training Services <p>Workers' Compensation Services</p> <ul style="list-style-type: none"> ▪ Loss Prevention (Safety) ▪ Risk Control (Injury Management) ▪ Recordkeeping Management <p>Property Risk Control Services</p> <ul style="list-style-type: none"> ▪ Fire System Evaluation ▪ Risk Assessment ▪ Loss Estimates ▪ Hazard Analysis ▪ Loss Prevention and Risk Control Program Analysis ▪ Property Marketing Reports ▪ Business Interruption Analysis and Continuity Planning ▪ Infrared and Ultrasonic Testing <p style="text-align: center;">To learn more about our risk control consulting and safety services: (888) 737-4752 Toll Free riskcontrol@alliant.com</p>
--	---

Request to Bind Coverage

City of Wood Dale

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Commercial Property	<input type="checkbox"/>
Commercial Package	<input type="checkbox"/>
Commercial Auto	<input type="checkbox"/>
Cyber	<input type="checkbox"/>
Crime	<input type="checkbox"/>
Workers' Compensation	<input type="checkbox"/>
Umbrella / Excess Liability	<input type="checkbox"/>

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal

Signature

Date

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.



REQUEST FOR COUNCIL ACTION

Referred to Council: December 17, 2020
Subject: 2020 Insurance Renewal - Travelers
Staff Contact: Kate Buggy, Management Analyst
Department: Administration

TITLE: A Resolution Authorizing the City of Wood Dale to Enter into an Insurance Agreement with the Illinois Public Risk Fund for Workers Compensation Insurance

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – 7-0

RECOMMENDATION:

The Committee and staff recommend the Council select Option 1 as detailed below and enter into an insurance agreement with the Illinois Public Risk Fund (IPRF) for workers compensation insurance.

BACKGROUND:

Since calendar year 2013, the City has been using Alliant Insurance Services as its broker for property, casualty, and workers compensation insurance. Every year the City must renew these lines of coverage. The City had Alliant do full marketing for the coverages this year and three options were obtained. As Alliant notes, the current insurance marketplace is one of the most challenging of the past few decades. Overall market premiums have been increasing, coverage and limits have been reduced, and carriers have been more selective in their quoting of business.

ANALYSIS:

The City's current insurance carriers are:

- Brit – Casualty coverage
- Hanover – Property and Crime coverages
- IPRF – Workers' compensation coverage

The current pricing proposal from Hanover/Brit/IPRF as compared to last year's pricing is an increase of 10%, or \$48,678. A significant part of the increase can be seen in the workers' compensation line due to recent loss history and development. Also, it's important to note that Brit was recently acquired by One Beacon and now goes by the name Intact Insurance.

Alliant also obtained two other options: the first with liability carrier Travelers Insurance and IPRF, the City's current carrier for workers' compensation insurance; the second with the Illinois County Risk Management Trust (ICRMT), which would be able to provide all coverage, including property and workers' compensation insurance. All three options include a program of coverage, limits, and deductibles that are similar to the expiring structure. However, only some of the options would permit the City to choose its counsel in the event of a lawsuit. Currently, the City is able to choose City Attorney Pat Bond as its counsel. City Attorney Bond has represented the City in two lawsuits that would have otherwise been handled by the carriers since 2013.

	Carriers	Price	Choice of Counsel
Expiring Coverage	Hanover/Brit/IPRF	\$504,591	Yes
Option 1	Travelers/IPRF	\$519,631 (3%)	No
Option 2	ICRMT	\$530,798 (5%)	Maybe on lighter cases
Option 3	Hanover/Brit/IPRF	\$553,269 (10%)	Yes

Based on the numbers presented, staff recommends the City select Option 1 (Travelers/IPRF) for its insurance renewal.

DOCUMENTS ATTACHED

- ✓ Resolution

RESOLUTION NO. R-20-94

A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO AN INSURANCE AGREEMENT WITH ILLINOIS PUBLIC RISK FUND FOR WORKERS COMPENSATION INSURANCE

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

WHEREAS, the City is authorized and empowered, pursuant to the Illinois Municipal Code, 65 ILCS 5/2-2-12, to enter into contracts for insurance; and

WHEREAS, the City has previously authorized the insurance brokerage services of Alliant Insurance Services in connection with securing workers compensation insurance coverage for the City; and

WHEREAS, Alliant Insurance Services has produced an insurance proposal from Illinois Public Risk Fund that the City Council of the City finds to be reasonable and in the best interests of the Citizens of the City; and

WHEREAS, the City Council for the City desires to approve and authorize a contract for insurance coverage in conformity with the proposal for insurance;

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

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

SECTION 2: That the Mayor is authorized to execute and City Clerk shall attest thereto an insurance agreement with Illinois Public Risk Fund that is in conformity with the proposal for insurance.

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

SECTION 4: That the City Clerk of the City of Wood Dale is directed to provide a copy of this Resolution and an executed copy of the Insurance Agreement to Alliant Insurance Services, 353 North Clark Street, Chicago, Illinois 60654.

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

PASSED this 17th day of December, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 17th day of December, 2020.

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk



REQUEST FOR COUNCIL ACTION

Referred to Council: December 17, 2020
Subject: Small Cell/Fiber Colocation
Staff Contact: Kate Buggy, Management Analyst
Department: Administration

TITLE: An Ordinance Amending the City of Wood Dale's Small Wireless Telecommunication Facility Regulations in Chapter 16 of the Municipal Code of the City of Wood Dale

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – Passed –Ayes 4; Nays 2; Abstentions 0; Present 1

RECOMMENDATION:

Staff recommends An Ordinance Amending the City of Wood Dale's Small Wireless Telecommunication Facility Regulations in Chapter 16 of the Municipal Code of the City of Wood Dale.

BACKGROUND:

The growing demand for improved wireless services has resulted in increasing requests from the wireless industry to place small wireless facilities, otherwise known as small cell equipment, on municipally-owned structures like light poles and traffic lights. In February of 2020, the City Council approved a contract with HR Green. HR Green has assisted other communities, including Elk Grove Village and Wilmette by developing broadband and wireless strategies.

ANALYSIS:

HR Green has worked with staff to develop design standards for small wireless facilities, language for amendments to the City's Code regarding small wireless facilities, and new language for colocation of City infrastructure. By creating multi-faceted strategies to control broadband and wireless futures, the City can maintain leverage in possible negotiations with wireless carriers.

DOCUMENTS ATTACHED

- ✓ Ordinance
- ✓ Exhibit A – Amendments to Chapter 16, Article VI of the City Code (Small Wireless Facilities)
- ✓ Exhibit B – New Section 16.324 (Colocation of City Infrastructure)
- ✓ Exhibit C – Small Wireless Facilities Design Standards Manual

ORDINANCE NO. O-20-037

AN ORDINANCE AMENDING THE CITY OF WOOD DALE'S SMALL WIRELESS TELECOMMUNICATION FACILITY REGULATIONS IN CHAPTER 16 OF THE MUNICIPAL CODE OF THE CITY OF WOOD DALE

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

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

WHEREAS, the City Code currently regulates the location and design of small wireless telecommunication facilities located in the City in order to protect the public health, safety and welfare of the Citizens of the City; and

WHEREAS, upon review of the City's current regulations, the City's Engineer has recommended certain updates to the City's small wireless telecommunications facility regulations so as to keep pace with the advancements in technology, while protecting the public health, safety and welfare of the citizens of the City; and

WHEREAS, the Mayor and the City Council have reviewed said updated regulations recommended by the City's Engineer and have determined that said updated regulations are in the best interests of the City and will preserve the public health, safety and welfare of the Citizens of the City; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wood Dale, DuPage County, Illinois, at a special meeting duly assembled, as follows:

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

SECTION TWO: That Chapter 16, Article VI of the City Code (Small Wireless Facilities) is hereby amended by adding the underlined language and deleting the stricken language as set forth in **Exhibit A** attached hereto and incorporated by reference herein.

SECTION THREE: That Section 16.324 (Colocation of City Infrastructure) shall be added to Chapter 16, Article III as set forth in **Exhibit B** attached hereto and incorporated herein by reference herein.

SECTION FOUR: That the "Small Wireless Facilities Design Standards Manuel" ("Design Manuel"), which Design Manuel is attached hereto and incorporated herein by reference as **Exhibit C** and is further referenced in the updated Section 16.608 E. of the City Code is hereby adopted.

SECTION FIVE: That the City Manager, City Staff and/or City Attorney shall take all steps necessary or authorized to implement said provisions.

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

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

PASSED this _____ day of December, 2020

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of December, 2020

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

Published in pamphlet form December _____, 2020

EXHIBIT A

Amendments to Chapter 16, Article VI of
the City Code (Small Wireless Facilities)

**ARTICLE VI
SMALL WIRELESS FACILITIES**

SECTION:

- 16.601. Purpose And Scope**
- 16.602. Definitions**
- 16.603. Zoning**
- 16.604. Permit, Application Process**
- 16.605. Application Fees, Bond**
- 16.606. Annual License Fee**
- 16.607. Pole Attachment Agreement**
- 16.608. Collocation Requirements And Conditions**
- 16.609. Pre-Existing Agreements**
- 16.610. Abandonment**
- 16.611. Dispute Resolution**
- 16.612. Indemnification**
- 16.613. Insurance**
- 16.614. Maintenance**
- 16.615. Permit Suspension And Revocation**
- 16.616. Exceptions To Applicability**
- 16.617. Severability**

Sec. 16.601. Purpose And Scope.

- A. Purpose: The purpose of this article is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the City's jurisdiction, or outside the rights-of-way on property zoned by the City exclusively for commercial or industrial use, in a manner that is consistent with the Small Wireless Facilities Deployment Act, FCC Order, and other applicable federal or state laws or regulations.
- B. Conflicts ~~With~~with State And Federal Laws: In the event that applicable Federal or State laws or regulations conflict with the requirements of this article, the wireless provider shall comply with the requirements of this article to the maximum extent possible without violating Federal or State laws or regulations. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Sec. 16.602. Definitions.

For the purposes of this article, the following terms shall have the following meanings:

ANTENNA: Communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

APPLICABLE CODES: Codes as adopted and amended by the City in chapter 12, articles III and IV of this Code, and including the National Electric Safety Code.

APPLICANT: Any person who submits an application and is a wireless provider.

APPLICATION: A request submitted by an applicant to the City for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

[AUTHORITY: The City of Wood Dale that has jurisdiction and control for use of public rights-of-way as provided by the Illinois Highway Code for placements within public rights-of-way or has zoning or land use control for placements not within public rights-of-way.](#)

COLLOCATE OR COLLOCATION: To install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

COMMUNICATIONS SERVICE: Cable service, as defined in 47 USC 522(6), as amended; information service, as defined in 47 USC 153(24), as amended; telecommunications service, as defined in 47 USC 153(53), as amended; mobile service, as defined in 47 USC 153(53), as amended; or wireless service other than mobile service.

COMMUNICATIONS SERVICE PROVIDER: A cable operator, as defined in 47 USC 522(5), as amended; a provider of information service, as defined in 47 USC 153(24), as amended; a telecommunications carrier, as defined in 47 USC 153(51), as amended; or a wireless provider.

FCC: The Federal Communications Commission of the United States.

[FCC ORDER: The FCC's Declaratory Ruling and Third Report and Order, WT Docket No. 17-79, WC Docket No. 17-84, FCC-18-133, released September 27, 2018, which is incorporated herein by this reference.](#)

FEE: A one-time charge.

HISTORIC DISTRICT OR HISTORIC LANDMARK: A building, property, or site, or group of buildings, properties, or sites that are either: a) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the Federal agency to list properties and determine their eligibility for the National Register, in accordance with section VI.D.1.a.i through section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR part 1, appendix C; or b) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the City pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

[IDOT: The Illinois Department of Transportation](#)

LAW: A Federal or State Statute, common law, code, rule, regulation, order, or local ordinance or resolution.

MICRO WIRELESS FACILITY: A small wireless facility that is not larger in dimension than twenty-four inches (24") in length, fifteen inches (15") in width, and twelve inches (12") in height and that has an exterior antenna, if any, no longer than eleven inches (11").

[MONOPOLE: A standing antenna support structure with no guy wires placed directly on the ground to support one or more small wireless facilities.](#)

MUNICIPAL UTILITY POLE: A utility pole owned or operated by the City in public rights-of-way.

PERMIT: A written authorization required by the City to perform an action or initiate, continue, or complete a project.

PERSON: An individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

[PUBLIC ACT 100-0585 or ACT: The State of Illinois, Small Wireless Facilities Deployment Act, which is incorporated herein by this reference.](#)

PUBLIC SAFETY AGENCY: The functional division of the Federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

RATE: A recurring charge.

RIGHT-OF-WAY: The area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include City-owned aerial lines.

ROUTINE MAINTENANCE: The repair or replacement of existing equipment of the same size and type for which no changes in wiring are made.

SMALL WIRELESS FACILITY: A wireless facility that meets both of the following qualifications: a) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and b) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than twenty five (25) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

UNACCEPTABLE INTERFERENCE: Any level of radio frequency (RF) interference from a source outside of the City's public safety communications network that has the effect of partially or completely impeding aural and/or visual signals received or transmitted by City personnel. Any RF interference from a wireless provider as defined by this Ordinance and state law shall be measured, corrected, and eliminated in accordance with the requirements of Section 15(d)(6)(A) of Public Act 100-0585.

UTILITY POLE: A pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

WIRELESS FACILITY: Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: a) equipment associated with wireless communications; and b) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: a) the structure or improvements on, under, or within which the equipment is collocated; or b) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

WIRELESS INFRASTRUCTURE PROVIDER: Any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

WIRELESS PROVIDER: A wireless infrastructure provider or a wireless services provider.

WIRELESS SERVICES: Any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

WIRELESS SERVICES PROVIDER: A person who provides wireless services.

WIRELESS SUPPORT STRUCTURE: A freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Sec. 16.603. Zoning.

Small wireless facilities shall be classified as permitted uses and shall not be subject to zoning review, if collocated in rights-of-way in any zoning district. Small wireless facilities shall be permitted outside rights-of-way in the following zoning districts: C-1, C-2 and C-3, TCB and I-1 and I-2, as those districts are defined in chapter 17 of this Code, the City's unified development ordinance (UDO). In all other zoning districts, if the

Commented [PK1]: Definition retrieved on June 1, 2020 from <https://www.lawinsider.com/dictionary/routine-maintenance>

Commented [PK2]: This language is from the Act. The FCC Order in some parts of its definition of a SWF seems to be more restrictive than the Act and less restrictive in other parts of the definition. The FCC Order defines "Small Wireless Facilities," as: *Each antenna associated with the deployment, excluding associated antenna equipment (as defined in the definition of antenna in section 1.1320(d)), is no more than three cubic feet in volume; All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.*

small wireless facility is located outside the right-of-way, the City's usual zoning approvals, processes and restrictions shall apply, if zoning approval, processes or restrictions are required by chapter 17, article IV of this Code. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Sec. 16.604. Permit, Application Process.

- A. Permit Required: An applicant shall obtain one or more permits from the City to collocate a small wireless facility.
- B. Permit Not Required: The City shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
 - 1. Routine maintenance;
 - 2. The replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the City in writing at least ten (10) days prior to the planned replacement and includes equipment specifications for the replacement of equipment, including: a) equipment type and model numbers, for the replacement of equipment consistent with the equipment specifications information required on a permit application for original installation; and b) information sufficient to establish that the replacement is substantially similar. The City has the sole right and responsibility to determine if a proposed small wireless facility is substantially similar to the existing wireless facility; or
 - 3. The installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable Safety Codes.
- C. Application Information: An application shall be received and processed, and permits issued shall be subject to the wireless provider providing the following information to the City, together with the City's Small Cell Facilities Permit Application:
 - 1. Site specific structural integrity and, for a Municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in section 4 of the [Structural Engineering Practice Act of 1989](#);
 - 2. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - 3. Specifications and drawings prepared by a structural engineer, as that term is defined in section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - 4. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - 5. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved;
 - 5.6. [Certification of compliance with applicable FCC regulations. This includes the submission of a site specific non-ionizing electromagnetic radiation \(NIER\) report for the small wireless facility equipment type and model endorsed by a radiofrequency engineer licensed in the State of Illinois, including a certification that the network node complies with all radiation and electromagnetic standards. The report shall specify approach distances to the general public and occupational workers at the ground and antenna centerline levels. The report shall include instructions regarding powering off the equipment or contact information for a person who can power off the equipment. No significant changes to the power, location, RF emission patterns and/or emitting frequencies may be made without prior notification and approval. However, non-substantive changes, for example,](#)

~~in-kind replacements of transmitters of the same frequency, radiation patterns and power are permitted. The City retains the right to independently verify the RF patterns as installed.~~

~~6.7.~~ Certification that the collocation complies with the collocation requirements and conditions contained herein, to the best of the applicant's knowledge;

~~7.8.~~ In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation; and

~~9.~~ Application fee(s) as set forth in section 16.605 of this article.

~~8-10.~~ The City retains the right to require an applicant to pay the fees and costs of any consultant engaged by the City to assist in the review of plans, applications, reports, inspections, and/or testing.

D. Application Process: The City shall process applications as follows:

1. ~~The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure. For all new pole installations, the City retains the right to require a second applicant for the same general space to install a new pole capable of collocating both applicants internally in the pole, where technically feasible and financially reasonable. The first applicant is required to allow the subsequent applicant to replace the pole with a multi-cell pole. The original pole shall be made available to the installing applicant to salvage. If not retrieved in 30 days the pole shall be declared abandoned and disposed. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.~~

2. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis ~~by and shall be deemed approved if the City fails to approve or deny the application within ninety-sixty (690) days after the submission of a completed application.~~

~~However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than seventy-five (75) days after the submission of a completed application.~~

~~The permit shall be deemed approved on the latter of the ninetieth (90th) day after submission of the complete application or the tenth (10th) day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this article.~~

3. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis ~~and deemed approved if by the City fails to approve or deny the application within one hundred twenty-ninety (9120) days after the submission of a completed application.~~

~~However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than one hundred five (105) days after the submission of a completed application.~~

~~The permit shall be deemed approved on the latter of the one hundred twentieth (120th) day after submission of the complete application or the tenth (10th) day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this article.~~

4. The City shall deny an application which does not meet the requirements of this article.

If the City determines that applicable codes, ordinances or regulations that concern public safety, or the collocation requirements and conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

Commented [PK3]: This language was added to allow the City to ask the applicant to verify that the small wireless facility complies with the FCC maximum exposure limits (MPE) regarding RF emissions by submitting a NIER as part of the application process. This is a pre-installation requirement.

Commented [PK4]: This section is intended to encourage the collocation of small wireless facilities from two or more providers on the same pole, where technically feasible and financially reasonable.

Commented [PK5]: The shot clock language in the FCC Order and the Act vary when it comes to the number of days for approval and the remedy for shot clock violations. The FCC Order seems to be more restrictive than the Act when it comes to shot clocks, so these recommended shot clock regulations are from the FCC Order. Unlike the Act, the FCC Order specifically states that the remedy for a shot clock violation excludes a "deemed approved" remedy, so it is recommended that the "deemed approved" language be removed.

Commented [PK6]: The shot clock language in the FCC Order and the Act vary when it comes to the number of days for approval and the remedy for shot clock violations. The FCC Order seems to be more restrictive than the Act when it comes to shot clocks, so these recommended shot clock regulations are from the FCC Order. Unlike the Act, the FCC Order specifically states that the remedy for a shot clock violation excludes a "deemed approved" remedy, so it is recommended that the "deemed approved" language be removed.

The City shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant.

The applicant may cure the deficiencies identified by the City and resubmit the revised application once within thirty (30) days after notice of denial is sent to the applicant without paying an additional application fee. The City shall approve or deny the revised application within thirty (30) days after the applicant resubmits the application ~~or it is deemed approved~~. Failure to resubmit the revised application within thirty (30) days of denial shall require the applicant to submit a new application with applicable fees, and recommencement of the City's review period.

~~The applicant must notify the City in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.~~

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- E. Completeness Of Application: Within ~~thirty-ten (130)~~ days after receiving an application, the City shall determine whether the application is complete and notify the applicant. If an application is incomplete, the City must specifically identify the missing information. ~~An application shall be deemed complete if the City fails to provide notification to the applicant within thirty (30) days after all documents, information and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City.~~

~~Processing deadlines are tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information.~~

- F. Tolling: ~~Small wireless facility shot clocks are reset, not just tolled, if the City notifies the applicant within 10 days after submission that the application is incomplete. For subsequent determinations of incompleteness, the shot clock would toll—not reset—if the City provides written notice within 10 days that the supplemental submission did not provide the requested information. The time period for applications may be further tolled by:~~ ~~The time period for applications may be further tolled by:~~

1. An express written agreement by both the applicant and the City; or
2. A local, State or Federal disaster declaration or similar emergency that causes the delay.

- G. Consolidated Applications: An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to ~~twenty-five~~ ~~twenty-five~~ (25) small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

- H. Duration Of Permits: The duration of a permit shall be for a period of not less than five (5) years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in this article.

~~If the Act, FCC Order, or other applicable federal or state laws or regulations are repealed~~ ~~If the Act is repealed as provided in section 90 therein~~, renewals of permits shall be subject to the applicable City code provisions or regulations in effect at the time of renewal.

- I. Means Of Submitting Applications: Applicants shall submit applications, supporting information and notices to the City by personal delivery to the City Clerk, at City Hall, 404 N. Wood Dale Road, Wood Dale,

Commented [PK7]: The shot clock language in the FCC Order and the Act vary when it comes to the number of days for approval and the remedy for shot clock violations. Unlike the Act, the FCC Order specifically states that the remedy for a shot clock violation excludes a "deemed approved" remedy, so it is recommended that the "deemed approved" language be removed.

Commented [PK8]: The shot clock language in the FCC Order and the Act vary when it comes to the number of days for approval and the remedy for shot clock violations. Unlike the Act, the FCC Order specifically states that the remedy for a shot clock violation excludes a "deemed approved" remedy, so it is recommended that the "deemed approved" language be removed.

Commented [PK9]: The shot clock language in the FCC Order and the Act vary when it comes to the number of days for approval and the remedy for shot clock violations. The FCC Order seems to be more restrictive than the Act when it comes to shot clocks, so these recommended shot clock regulations are from the FCC Order.

IL 60190, or as otherwise allowed by the City. Two (2) copies of all required documents shall be provided, with all drawings to be submitted in a size no larger than 11 x 17. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Sec. 16.605. Application Fees, Bond.

Application fee(s) for small wireless facility applications are as specified below. ~~B~~Bond and insurance requirements are as specified in the City's master fee schedule.

A. The application fee for an application to collocate a small wireless facility that includes the installation of a new utility pole shall be: (i) not less than \$1,000 one-time fee for each Small Wireless Facility addressed in an application that includes a new utility pole; or (ii) established by the City by resolution as a reasonable, non-discriminatory approximation of the City's costs; or (iii) agreed upon by the City and a permittee in a Master Pole Attachment Agreement.

A.B. The application fee for an application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be (i) not less than \$500 one-time fee for a single up-front application that includes up to five Small Wireless Facilities, with an additional \$100 for each Small Wireless Facility beyond five; or (ii) established by the City by resolution as a reasonable, non-discriminatory approximation of the City's costs; or (iii) agreed upon by the City and a permittee in a Master Pole Attachment Agreement.

~~B.C.~~ Notwithstanding any contrary provision of State law or local ordinance, application fees to be paid shall be non-refundable.

~~C.D.~~ A bond in the amount as specified in the City's master fee schedule is required for each small wireless facility for the duration of each permit. A cash bond is preferred, but a performance or surety bond is acceptable. A letter of credit will not be accepted to meet this requirement. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Commented [PK10]: The language in the FCC Order and the Act vary when it comes to fees. The FCC Order seems to be more restrictive than the Act when it comes to fees for the **installation of a new utility pole**, so these recommended "safe harbor" fees are based on the FCC Order.

Commented [PK11]: The language in the FCC Order and the Act vary when it comes to fees. The FCC Order seems to be more restrictive than the Act when it comes to fees to **collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure**, so these recommended "safe harbor" fees are based on the FCC Order.

Sec. 16.606. Annual License Fee.

A wireless provider shall pay to the City an annual recurring license fee: ~~(i) not less than \$270 per small wireless facility on a City utility pole located in a right-of-way; or (ii) established by the City by resolution as a reasonable, non-discriminatory approximation of the City's costs; or (iii) agreed upon by the City and a permittee in a Master Pole Attachment Agreement.~~

as specified in the master fee schedule to collocate a small wireless facility on a City utility pole located in a right-of-way. The fee shall be payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Commented [PK12]: The language in the FCC Order and the Act vary when it comes to fees. The FCC Order seems to be more restrictive than the Act when it comes to the **annual recurring license fee**, so these recommended "safe harbor" fees are based on the FCC Order.

Sec. 16.607. Pole Attachment Agreement.

In addition to providing a permit, to collocate a small wireless facility on a Municipal utility pole, the City, by and through the City Council, and the applicant shall enter into a Master Pole Attachment Agreement, provided by the City for the initial collocation. A copy of said Agreement is on file in the City and incorporated herein by reference as exhibit A. For subsequent approved permits to collocate on a small wireless facility on a Municipal utility pole, the City, by and through the City Manager, or his designee, and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement in a form approved by the City Manager for such purpose. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Sec. 16.608. Collocation Requirements And Conditions.

A. Public Safety Space Reservation: The City may reserve space on Municipal utility poles for future public safety uses, for the City's electric utility uses, or both, but a reservation of space may not preclude the

collocation of a small wireless facility unless the City reasonably determines that the Municipal utility pole cannot accommodate both uses.

- B. Installation And Maintenance: The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this article. The wireless provider shall ensure that its employees, agents or contracts that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- C. No Interference With Public Safety Communication Frequencies: The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The City may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

- D. Electric Distribution Or Transmission System: The wireless provider shall not collocate small wireless facilities on City utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the City utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

- E. Code Compliance: The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety. Small wireless facilities must not result in human exposure to radio frequency radiation in excess of applicable safety standards specified in 47 CFR Rule 1.1307(b). After transmitter and antenna system optimization, but prior to unattended operations of the facility, the wireless provider or its representative must conduct on-site post-installation RF emissions testing to demonstrate actual compliance with the FCC OET Bulletin 65 RF emissions safety rules for general population/uncontrolled RF exposure in all sectors. For this testing, the transmitter shall be operating at maximum operating power, and the testing shall occur outwards to a distance where the RF emissions no longer exceed the uncontrolled/general population limit. The wireless provider shall submit documentation of this testing within ninety (90) days after installation of the facility. RF emissions testing shall be conducted annually and the wireless provider shall submit documentation of this testing to the City within ninety (90) days after the testing is completed.

- F. Design Standards: The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in a-the City's Small Wireless Facilities Design Standards manual, a City ordinance, written policy adopted by the City, a comprehensive plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

Commented [PK13]: This language was added to allow the City to ask the applicant to verify that the small wireless facility complies with the FCC maximum exposure limits (MPE) regarding RF emissions by performing post-installation field testing, as well as annual testing. It is worth noting that other cities, with the assistance of the applicant, have decided to do the testing themselves or hire a consultant to do the testing.

G. Alternate Placements: Except as provided in this section, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the City may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within one hundred feet (100') of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the City, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

H. Height Limitations: The maximum height of a small wireless facility shall be no more than ten feet (10') above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

1. Ten feet (10') in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within three hundred feet (300') of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the City may designate which intersecting right-of-way within three hundred feet (300') of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or

2. ~~Forty-five~~ Fifty feet (50/45') above ground level.

I. Height Exceptions Or Variances: If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variance to the requirements set forth herein pursuant to the provisions set forth in section 16.321 of this chapter.

J. Contractual Design Requirements: The wireless provider shall comply with requirements that are imposed by an agreement between the City and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

K. Ground-Mounted Equipment Spacing: The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.

L. Undergrounding Regulations: The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.

M. Collocation Completion Deadline: Collocation for which a permit is granted shall be completed within one hundred eighty (180) days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a Municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within sixty (60) days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed three hundred sixty (360) days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Commented [PK14]: The language in the FCC Order and the Act vary when it comes to height limitations. Forty-five feet (45') is from the Act. The FCC Order seems to be more restrictive than the Act when it comes to the maximum height of a SWF. The FCC Order defines a "Small Wireless Facilities," as facilities that meet the following conditions: (1) The facilities— (i) are mounted on structures 50 feet or less in height including their antennas as defined in section 1.1320(d), or (ii) are mounted on structures no more than 10 percent taller than other adjacent structures, or (iii) do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater.

Sec. 16.609. Pre-Existing Agreements.

Existing agreements between the City and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on City utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted to the City before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this article.

A wireless provider that has an existing agreement with the City on the effective date of the Act may accept the rates, fees and terms that the City makes available under this article for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two (2) or more years after the effective date of the Act by notifying the City that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the City's utility poles pursuant to applications submitted to the City before the wireless provider provides such notice and exercises its option under this paragraph. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Sec. 16.610. Abandonment.

A small wireless facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within ninety (90) days after receipt of written notice from the City notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within ninety (90) days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for Municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new wireless provider. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Sec. 16.611. Dispute Resolution.

The Circuit Court of the Eighteenth Judicial Circuit, Wheaton, Illinois, shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on Municipal utility poles within the right-of-way, the City shall allow the collocating person to collocate on its poles at annual rates as specified in ~~the master fee schedule~~ section 16.606 of this article, with rates to be determined upon final resolution of the dispute. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Sec. 16.612. Indemnification.

A wireless provider shall indemnify and hold the City harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this article and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the City or its employees or agents. A wireless provider shall further waive any claims that they may have against the City with respect to consequential, incidental, or special damages, however caused, based on the theory of liability. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Sec. 16.613. Insurance.

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance in amounts consistent with those set forth in section 16.308 of this chapter, unless altered by the terms of its agreement with the City:

- A. Property insurance for its property's replacement cost against all risks;
- B. Workers' compensation insurance, as required by law; or
- C. Commercial general liability insurance with respect to its activities on the City improvements or rights-of-way to afford minimum protection limits.

The wireless provider shall include the City as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the City in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the City. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this section. A wireless provider that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the City. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Sec. 16.614. Maintenance.

A wireless provider shall maintain all small wireless facilities in the City in a condition that maintains the safety, integrity and aesthetics of such facilities. In the event of failure to maintain such facilities, the City shall notify the wireless provider, in writing, addressed to the individual set forth in the application for permit, of the identified maintenance issue. Except in the event of an emergency affecting the public health and safety which requires an immediate response, the wireless provider shall have thirty (30) days from the date of notice to cure the condition complained of, or to secure additional time for performance of said work, if needed. Failure to cure the condition to the satisfaction of the City in the time set forth in any notice may result in revocation of the permit. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Sec. 16.615. Permit Suspension And Revocation.

The City retains the right to suspend or revoke any permit issued under this article for one or more of the following reasons:

- A. Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
- B. Noncompliance with this article;
- C. Permittee's physical presence or presence of permittee's facilities over, on, above, along, upon, under, across, or within the rights-of-way presents a direct or imminent threat to the public health, safety and welfare; or
- D. Permittee's failure to construct the facilities substantially in compliance with the permit and approved plans. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Sec. 16.616. Exceptions To Applicability.

Nothing in this article authorizes a person to collocate small wireless facilities on:

- A. Property owned by a private party or property owned or controlled by the City or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;
- B. Property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the

jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or

- C. Property owned by a rail carrier registered under section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this article do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in section 3-105 of the Public Utilities Act. Nothing in this article shall be construed to relieve any person from any requirement: 1) to obtain a franchise or a State-issued authorization to offer cable service or video service or 2) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this article. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

Sec. 16.617. Severability.

If any provision of this article or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this article that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this article is severable. (Ord. 0-18-029, 8-16-2018, eff. retroactive to 8-1-2018)

EXHIBIT B

New Section 16.324 (Colocation of City
Infrastructure) added to Chapter 16,
Article III

Article III

Construction of Utility Facilities in Rights-Of-Way

SECTION:

16.301. Purpose And Scope

16.302. Definitions

16.303. Annual Registration Required

16.304. Permit Required; Applications And Fees

16.305. Action On Permit Applications

16.306. Effect Of Permit

16.307. Revised Permit Drawings

16.308. Insurance

16.309. Indemnification

16.310. Security

16.311. Permit Suspension And Revocation

16.312. Change Of Ownership Or Owner's Identity Or Legal Status

16.313. General Construction Standards

16.314. Traffic Control

16.315. Location Of Facilities

16.316. Construction Methods And Materials

16.317. Vegetation Control

16.318. Removal, Relocation, Or Modifications Of Utility Facilities

16.319. Cleanup And Restoration

16.320. Maintenance And Emergency Maintenance

16.321. Variances

16.322. Penalties

16.323. Enforcement

16.324. Colocation of City Infrastructure

Sec. 16.324. Colocation of City Infrastructure.

The City recognizes that it is within its police power to preserve the physical integrity of its streets and highways, control the orderly flow of vehicles and pedestrians, and efficiently manage the gas, electric, water, cable, broadband, telephone, and other facilities that crisscross its streets and public rights-of-way. It is the City's policy to efficiently use public rights-of-way for a variety of infrastructure and utilities in order to provide public services; increase the opportunities for access to traffic control, communication, and broadband services; limit the frequency of street closures and cutting of public streets; and reduce road degradation caused by repeated boring and trenching of public rights-of-way. To this end, the City requires any individual or company (Permit Holder) seeking to install a utility system, including but not limited to fiber optic cables or other private similar systems, that involves directional boring or open trenching within a public right-of-way that extends for more than 500 feet in length to collocate and install City conduit simultaneously with any individual or company's installation of a utility system in compliance with the following:

A. Applications to install a utility system that involves directional boring or open trenching within a public right-of-way associated with the same improvement shall not be divided into multiple applications for the purpose of evading obligations for colocation of City conduit.

B. The City shall not be restricted in its use of City conduit installed through a colocation pursuant to this Section.

C. The City will review all permit applications in a competitively neutral manner and make all permit decisions based on substantial evidence.

D. The City may, upon initial review of the permit application, determine that the proposed installation of a utility system that involves directional boring or open trenching within a public right-of-way does not demonstrate a need for colocation of City infrastructure.

E. For any installation of a utility system that involves directional boring or open trenching within a public right-of-way that requires colocation of City conduit, the City shall, as a condition of the issuance of the Permit or continued validity of a Permit, require the Entity/Permit Holder to install City conduit with tracer wire and associated infrastructure, as identified by the City, concurrent with the installation of the Permit Holder's infrastructure. The requirement for the Entity/Permit Holder to install City conduit with tracer wire and the associated infrastructure shall be completed after the City has reviewed and approved all estimated costs associated with the co-location of the City conduit. The Permit Holder shall install the City conduit with tracer wire adjacent to the Permit Holder's infrastructure and within the same bore or trench alignment.

F. The City will bear all costs associated with the colocation, including the City conduit, pull boxes, and all other materials and infrastructure to be installed, including the incremental labor and equipment cost incurred by the Permit Holder (or its contractor or subcontractor) that are reasonably (true industry costs) and directly attributable to the required colocation of City conduit, materials and infrastructure.

G. A completion inspection with the City's designated representative is required. When a colocation of City conduit is required, this completion inspection shall include physical verification of the installed City conduit.

H. Upon the City's request, the Permit Holder shall submit to the City signed as-built documentation of the City's conduit and provide the City with a City-approved bill-of-sale or similar document evidencing City conduit ownership following the colocation. The as-built documentation should also be delivered in the form of 3D GIS data, to within a few inches' accuracy, that can be imported into the City's GIS system.

I. The City may waive Application Fees set forth in the master fee Schedule for any individual or company seeking to install a utility system that involves directional boring or open trenching within a public right-of-way associated with a City colocation project.

J. All applicable fees to restore and/or repair pavement, as establish by the City or as set forth in the City's master fee schedule, shall apply unless and until a written waiver is obtained from the City.

K. A Permit Holder may appeal a colocation condition imposed by the City in accordance with the appeals procedure set forth in Section 16.321 of this Code.

L. The Colocation of City Infrastructure with the installation of a utility system, including but not limited to fiber optic cables or other private similar systems, that involves directional boring or open trenching within a public right-of-way shall comply with all the requirements of: chapter 6, article XI, "Streets, Sidewalks and Public Ways", of this Code; chapter 6, article XII, "Excavations of Public Rights-of-Way", of this Code; and chapter 16, article III, "Construction of Utility Facilities in Rights-of-Way", of this Code.

DRAFT

EXHIBIT C

Small Cell Design Standards



CITY OF
WOOD DALE

*SMALL WIRELESS FACILITIES
DESIGN STANDARDS*

Table of Contents

1. Executive Summary	3
1.1 Background	3
1.2 Regulatory Matters.....	3
1.3 Goal Statement.....	4
2. General Information	5
2.1 Introduction and Purpose	5
2.2 Definitions.....	5
2.3 Permit, Application Process.	10
3. Pole Design Standards	11
3.1 General Pole Design Standards	11
3.2 City-Owned Street Light Poles	12
3.3 ComEd-Owned Street Light Poles.....	13
3.4 County-Owned Street Light Poles.....	14
3.5 Installation of New Poles.....	14
4. Pole Siting Requirements.....	16
4.1 Location	16
4.1.1 Industrial Districts.....	16
4.1.2 Commercial Districts	17
4.1.3 Town Center Business District.....	18
4.1.4 Residential Zoning Districts.....	18
4.2 Noise.....	19
4.3 Related Ground Equipment	19
4.4 Landscape Standards.....	20
4.5 Stealth and Concealment Requirements	21
5. Safety Requirements	23
Appendix A: Design Concepts.....	24
A.1 Small Wireless Facility Pole	24
A.2 Base Cabinet.....	25
A.3 Upper Antenna Module	26
A.4 Foundation Selection	26
A.5 Lighting Accessories	27
A.6 Product Selection Matrix	28
Appendix B: Street Light Map.....	29
Appendix C: Street Light Pictures.....	30
Appendix D: Street Light Design and Construction Specifications	31

1. Executive Summary

1.1 Background

The City of Wood Dale, as with communities across the country and around the world, is facing the next wave of communications technology. While the economic benefits are immense, it has the potential to impact the safety, aesthetic values, and enjoyment of our community in a manner and to a degree that is far more extensive than cellular phones and other types of recent technology.

Small wireless communications, also known as 5G technology, utilizes higher frequencies with the capability to accommodate significantly higher data needs than current 4G/LTE technologies. The physical limits of the higher frequencies require that the transmitters be installed at the spacing of street lights or fire hydrants rather than 2+/- miles or greater distances that 4G/LTE technologies accommodate. The result of this physical need is that the public rights-of-way are the optimal location to install the required equipment.

In September of 2018, the Federal Communications Commission (FCC) adopted the Declaratory Ruling and Third Report and Order, known as FCC 18-133. The Order outlines the extent to which local agencies may or may not regulate the installation of small wireless facilities within the public rights-of-way and the use of existing public infrastructure.

A few months prior to the adoption of the FCC Order, in June of 2018, Public Act 100-0585, the State of Illinois, Small Wireless Facilities Deployment Act (the Act), previously known as Senate Bill 1451, became effective. In general, the Act specifies how local authorities throughout Illinois, may regulate the attachment of small wireless facilities.

Similar to the advent of the telephone which required extensive wires, switch boxes, poles and other structures to provide these services, small wireless communications technology will require a structure to mount a transmitter approximately every 300 to 500 feet with fiber and power connections to each one.

Absent the adoption of standards to assure that installations are context sensitive, service providers would be free to install equipment with no concern for the visual impact that they create. This document seeks to accommodate the implementation of the new technology while assuring that the new infrastructure is installed using context sensitive solutions.

In addition, the equipment needs to be located where it will not interfere with visibility for drivers or use of sidewalks, or other common amenities found in public rights-of-way.

Other issues such as safety, noise and accommodating multiple providers at each location are also addressed within these standards.

1.2 Regulatory Matters

On September 27, 2018, the Federal Communications Commissions (FCC) adopted the *Order*. Among other things, the *Order* limits the amount and types of fees that local governments can charge for the use of the ROW; constrains their ability to impose aesthetic, undergrounding, minimum-spacing, and other requirements; imposes timelines – “shot clocks” – for reviewing applications for siting wireless facilities; and regulates various other matters related to the control and management of the public ROW and publicly-owned facilities.

Under the *Order*, local government aesthetic requirements (a.k.a. Design Standards) for small wireless facilities are subject to preemption unless they are (1) reasonable; (2) no more burdensome than those applied to other types of infrastructure deployments; (3) objective; and (4) published in advance.

The *Act*, 50 ILCS 840, became effective June 1, 2018. In a similar manner to the FCC *Order*, the *Act* establishes fees, “shot clocks,” and provides limits on local governments’ control of small wireless infrastructure. Also, similar to the *Order*, under the *Act*, local government aesthetic requirements (a.k.a. Design Standards) must be: (1) written; (2) generally applicable for decorative utility poles, or reasonable stealth, concealment, and aesthetic requirements; and (3) applicable to other occupiers of the rights-of-way.

Various provisions of the Illinois and FCC actions provide similar but sometimes conflicting direction on issues such as fees, shot clocks, aesthetics and other considerations. One foundational principle that is similar under both the *Order* and the *Act*, is that aesthetic design requirements must be reasonable and non-discriminatory vis-à-vis other users of the ROW (not just other wireless providers). The City has demonstrated its sensitivity to this principle throughout this document.

The City has established the governing structures in Article IV of Chapter 16 of its City Code, and all references to these items are governed by (a) Article IV of Chapter 16 of the City Code and subsequently (b) by definition in this Design Standards manual.

1.3 Goal Statement

The City of Wood Dale Small Wireless Facilities Design Standards are hereby established with the goal of accommodating the installation of small wireless (4G, LTE, 5G, and other systems currently under development) technology within City of Wood Dale public rights-of-way provided that the installations are completed in the most context sensitive manner through the establishment of minimum standards for:

- Aesthetics
- Location
- Accommodation of two providers at each location
- Safety
- Noise

2. General Information

2.1 Introduction and Purpose

These Small Wireless Facilities Design Standards provide objective, technically feasible criteria applied in a non-discriminatory manner that reasonably match the aesthetics and character of the immediate area regarding all of the following, which the City shall consider in reviewing an application.

- (a) The location of any small wireless facilities including their relationship to other existing or planned small wireless sites
- (b) The location of a small wireless facility on a wireless support structure
- (c) The appearance and concealment of small wireless facilities, including those relating to materials used for arranging, screening, and landscaping
- (d) The design and appearance of a wireless support structure including any height requirements adopted in accordance with this document.

It is the goal of the City to allow the installation of a small wireless infrastructure with a minimum foot print. The City's strong preference is that this be accomplished by small wireless siting and the use of multi-cell poles that can accommodate multiple applicants, where technically feasible and financially reasonable.

It is also a goal of the City to demonstrate its sensitivity to the principle that the aesthetic design standards throughout this document are reasonable and non-discriminatory vis-à-vis other users of its right-of-way (not just other wireless providers).

The provisions of these Standards shall not limit or prohibit the City's discretion to promulgate and make publicly available other information, materials or requirements in addition to, and separate from these Small Wireless Facilities Design Standards that do not conflict with state or federal law.

2.2 Definitions

The following words, terms and phrases, when used in this document, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AASHTO means the American Association of State Highway and Transportation Officials, which is a standards setting body that publishes specifications, test protocols, and guidelines that are used in highway design and construction throughout the United States.

Administrative review means ministerial review of an Application by the City relating to the review and issuance of a Permit, including review by the City Manager or designee, if desired, to determine whether the issuance of a Permit is in conformity with the applicable provisions of these Design Standards and all City Codes.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means Codes as adopted and amended by the City in Chapter 12, Articles III and IV of the City Code, and including the National Electric Safety Code.

Applicant means any person who submits an application and is a wireless provider.

Application means a request submitted by an applicant to the City for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

Authority means the City of Wood Dale that has jurisdiction and control for use of public rights-of way as provided by the Illinois Highway Code for placements within public rights-of-way or has zoning or land use control for placements not within public rights-of-way.

City means the City of Wood Dale.

City cost means all costs borne by the City for the administration of this document.

City Council means the Wood Dale City Council that consist of the Mayor, City Clerk, City Treasurer, and eight Alderman.

City Manager means the Wood Dale City Manager or designee.

City-Owned infrastructure means infrastructure within the boundaries of the City, including, but not limited to, street lights, traffic signals, towers, structures, or buildings owned, operated or maintained by the City.

Code means the Wood Dale City Code.

Collocate or collocation means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

Communications service means a Cable service, as defined in 47 USC 522(6), as amended; information service, as defined in 47 USC 153(24), as amended; telecommunications service, as defined in 47 USC 153(53), as amended; mobile service, as defined in 47 USC 153(53), as amended; or wireless service other than mobile service.

Communications service provider means a cable operator, as defined in 47 USC 522(5), as amended; a provider of information service, as defined in 47 USC 153(24), as amended; a telecommunications carrier, as defined in 47 USC 153(51), as amended; or a wireless provider.

Consolidated applications means the submission of multiple siting applications at one time. Consolidated applications shall not exceed 25 individual Small Wireless Facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

Contractor means a person, partnership, corporation, or other legal entity who undertakes to construct, install, alter, move, remove, trim, demolish, repair, replace, excavate, or add to any improvements or public improvements covered by this document, that requires work to be undertaken and workers, and/or equipment to be in the ROW in the process of performing the above-named operations. Contractor, as the term is defined herein, should include any and all types of general contractor and subcontractor and successors or assigns of said contractor.

Development Code means Chapter 17, Unified Development Code of [City Code](#), as amended.

Director means the Community Development Director for the City or designee.

Distributed Antenna System (DAS) means a type of small wireless facility consisting of a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area. Generally, serves multiple carriers.

Effectively screen means aesthetically pleasing construction meant to conceal small wireless facility equipment. Shall be required where needed to improve the aesthetics of the local environment.

Equipment concealed means whenever technically feasible, antennas, cabling, and equipment shall be fully concealed within a Pole, or otherwise camouflaged to appear to be an integrated part of a Pole.

Excavation or Excavate means any opening and/or tunneling in or under the surface of any public place or public rights-of-way in the City. The exception is an opening into a lawful structure below the surface of a public place or public right-of-way (e.g., a manhole), the top of which is flush with the adjoining surface and so constructed as to allow frequent openings without injury or damage to the public place or public rights-of-way.

Facility(ies) means a pipe, sewer, pipeline, tube, main, service, trap, vent, vault, manhole, meter, gauge, regulator, valve, conduit, wire, tower, pole, pole line, anchor, cable, fiber optic, public irrigation system, junction box, transformer or any other material, structure, sign, traffic control device, or object of any kind or character, whether enumerated herein or not, which is or may be lawfully constructed, left, placed or maintained in, upon, along, across, under or over any public place or public right-of-way. Facilities shall include, as the context dictates, small wireless facilities, as defined herein.

FCC means the Federal Communications Commission of the United States.

FCC Order means the FCC's [Declaratory Ruling and Third Report and Order](#), WT Docket No. 17-79, WC Docket No. 17-84, FCC-18-133, released September 27, 2018, which is incorporated herein by this reference.

Fee means a one-time charge.

Franchise means an authorization granted by the City to a person to construct, maintain, or emplace facilities generally upon, across, beneath and over a public place or the public right-of-way in the City.

Franchise agreement means a contract entered into between the City and a franchisee that sets forth the terms and conditions under which the franchise may be exercised.

Height means maximum height of the small wireless facility, including antenna, above established grade measured at the base of the structure

Indemnification means that any provider who owns or operates Small Wireless Facilities or Wireless Support Structures in the ROW shall indemnify, protect, defend, and hold the City and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the Operator who owns or operates Small Wireless Facilities and wireless service in the ROW, any agent, officer, director, representative, employee, affiliate, or subcontractor of the Operator, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities in the Rights-of-Way.

Landscape means any combination of living plant material, such as trees, shrubs, vines, ground covers, flowers, vegetables, turf or grass; natural features, such as land and water forms; and structural features, including but not limited to landscaped pedestrian plazas, fountains, reflecting pools, screening, walls, fences and benches.

Landscape screening means the installation at grade of plantings, shrubbery, bushes or other foliage intended to screen the base of a small wireless facility from public view.

Lattice tower means an antenna support tower that is self-supporting with multiple legs and cross-bracing of structural steel.

Law means a federal or State statute, common law, code, rule, regulation, order, or City ordinance or resolution.

Macro telecommunication facility(ies) or macrocell means telecommunication towers, poles or similar structures greater than 50 feet in height, including accessory equipment such as transmitters, repeaters, microwave dishes, horns, and other types of equipment for the transmission or receipt of such signals, as well as support structures, equipment buildings and parking areas.

Micro wireless facility means a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

Minimum height means the lowest vertical distance at which the structure can still operate at an efficient level of service. An efficient level of service is deemed to be 95% or greater of possible service levels.

Modification means the collocation, removal, or replacement of an antenna or any other transmission equipment associated with the supporting structure.

Monopole means a standing antenna support structure with no guy wires placed directly on the ground to support one or more small wireless facilities.

Municipal utility pole means a utility pole owned or operated by the City in public rights-of-way.

Ordinance means Article VI, Chapter 16, Small Wireless Facilities of the Wood Dale City Code as amended, which is incorporated herein by this reference.

Ordinary maintenance and repair means inspections, testing and/or repair that maintain functional capacity, aesthetic and structural integrity of a wireless facility and/or the associated support structure, pole or tower, that does not require blocking, damaging or disturbing any portion of the ROW.

Permit means a written authorization required by the City to perform an action or initiate, continue, or complete a project.

Person means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

Public Act 100-0585 or Act means the State of Illinois, [Small Wireless Facilities Deployment Act](#), which is incorporated herein by this reference.

Public improvements means any item placed or constructed in public rights-of-way intended for public use including, but not limited to: roadways, streets, alleys, sidewalks, curbs, gutters, trails, crosswalk or other traffic markings or traffic structures, utilities (water, sanitary sewer, or storm sewer) either owned by or dedicated to the City, or over which the City has or there is recorded a public easement, any private access either owned or dedicated to the City, parking lots, or landscaping, whether privately or publicly owned or maintained, unless otherwise specifically exempted within this document.

Public place means property owned or controlled by the City and dedicated to public use, including but not limited to any park, square or plaza.

Publicly owned property means property that is owned by a government entity, such as a park district, library district, school district or a municipality.

Rate means a recurring charge.

Replacement means exchanging of transmission equipment; not to include the structure on which the equipment is located.

Responsible party means any person or entity who owns facilities or structures located or to be located in the City rights-of-way and/or who is liable, whether financially or otherwise, for any installation, repair, or maintenance of facilities, or public improvements, either public or private, placed on or to be placed in the City rights-of-way.

Right-of-way or ROW means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. "Right-of-way" does not include City-owned aerial lines.

Sidewalk means a paved walkway or pathway for the purpose of pedestrian traffic abutting or running parallel or adjacent to a street.

Signage means that on all small wireless facilities and wireless support structures signage is prohibited, including stickers, logos, and other non-essential graphics and information unless required by the FCC, except for a small placard identifying the service provider and contact information, which shall be placed at 6-feet above grade, facing away from the public rights-of-way or as otherwise directed by the City.

Small wireless facility means a wireless facility that meets both of the following qualifications: a) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and b) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than twenty five (25) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Small wireless facility installation means all equipment required for the operation and maintenance of so-called "small cell" wireless communications systems that transmit and/or receive signals but are not "Macro Telecommunications Facilities," including antennas, microwave dishes, power supplies, transformers, electronics, and other types of equipment required for the transmission or receipt of such signals.

Stealth facility means any commercial wireless communications facility that is designed to blend into the surrounding environment by means of screening, concealment, or camouflage. The antenna and supporting antenna equipment are either not readily visible beyond the property on which they are located, or, if visible, appear to be part of the existing landscape or environment rather than identifiable as a wireless communications facility. Stealth facilities may be installed, but such installation methods are not limited to, undergrounding, partially undergrounding and landscaping.

Street, highway or roadway means the entire width between the boundary lines of every ROW or easement publicly or privately maintained and open to the use of the public for the purposes of vehicular travel.

Substructure means any pipe, conduit, duct, tunnel, manhole, vault, buried cable or wire, or any other similar structure located below the surface of any public place or public right-of way.

Structure means anything constructed or erected with a fixed location below, on, or above grade, including, without limitation, service cabinets, junction boxes, foundations, fences, retaining walls, awnings, balconies, and canopies.

Structure height means the vertical distance measured from the base of the antenna support structure at grade to the highest point of the structure. If the support structure is on a sloped grade, then the average between the highest and lowest grades of the cell site shall be used in calculating the height.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunication system means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. A system that provides both cable and telecommunications or information services may be considered both as a cable system and a telecommunications system pursuant to this Code.

Tower means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers, and that is

not a utility pole, an alternative antenna structure, or a City-owned infrastructure. Except as otherwise provided for by this document, the requirements for a tower and associated antenna facilities shall be those required in this document.

Unacceptable interference means any level of radio frequency (RF) interference from a source outside of the City's public safety communications network that has the effect of partially or completely impeding aural and/or visual signals received or transmitted by City personnel. Any RF interference from a wireless provider as defined by this Ordinance and state law, shall be measured, corrected, and eliminated in accordance with the requirements of Section 15(d)(6)(A) of Public Act 100-0585.

Utility pole means a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

Wi-Fi antenna means an antenna used to support Wi-Fi broadband Internet access service based on the IEEE 802.11 standard that typically uses unlicensed spectrum to enable communication between devices.

Wireless facility(ies) means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: a) equipment associated with wireless communications; and b) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: a) the structure or improvements on, under, or within which the equipment is collocated; or b) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

Wireless infrastructure provider means any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

Wireless provider means a wireless infrastructure provider or a wireless services provider.

Wireless services means any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

Wireless services provider means a person who provides wireless services.

Wireless support structure means a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. "Wireless support structure" does not include a utility pole.

2.3 Permit, Application Process.

The complete application process can be found in Section 16.604, Article IV, Chapter 16, *Small Wireless Facilities* of the City of Wood Dale Code as amended.

3. Pole Design Standards

3.1 General Pole Design Standards

Where technically feasible and financially reasonable, the City strongly prefers that every small wireless facility collocation shall comply with the following standards:

1. Antennas shall be mounted at heights that shall not exceed the heights as authorized by Section 16.608, Article IV, Chapter 16 of the City Code.
2. Antennas shall be designed and installed to appear hidden within the utility pole or to appear like an original part of the utility pole or wireless support structure.
3. Antennas not hidden within a utility pole shall be located entirely within a shroud enclosure not more than six (6) cubic feet in volume that is capable of accepting paint to match the approved color of the small wireless facility.
4. Top-mounted antennas and their enclosures are the preferred deployment alternative. Such deployments should not increase the diameter of the utility pole or wireless support structure at the level of the antenna attachment more than necessary to accommodate provider equipment and any shrouds or camouflaging deployed.
5. If top-mounted antennas are not feasible or financially reasonable, side-mounted small wireless facility antennas may be deployed within a shroud enclosure. Side-mounted deployments shall be flush mounted to the utility pole or wireless support structure at the level of the attachment. Metal flaps or “wings” may be utilized to extend from the enclosure to the utility pole or wireless support structure to conceal any gap between the small wireless facility and the utility pole or wireless support structure. The design of the flaps should be integrated with the design of the small wireless facility.
6. Small wireless facilities located on street light poles or traffic control structures shall not block light emanating from the street light fixture or otherwise interfere with the purpose of the street light fixture or traffic control structure.
7. Small wireless facilities shall be attached to the utility pole or wireless support structure using rigid steel clamping mounts or stainless-steel banding to the exterior of any metal pole. All mounts and banding shall be of the same color as the utility pole or wireless support structure, except as otherwise approved by the City. Care should be taken to integrate the mounting elements into the small wireless facility design. Through-bolting or use of lag bolts on City-owned utility poles is prohibited.
8. For attachments to existing utility poles, wires serving the small wireless facility shall be concealed within the hollow interior of the utility pole, or if concealment is not technically feasible, flush mounted to an existing utility pole in an enclosed wire chase on which the facilities are collocated. For new utility poles or wireless support structures, wires serving the small wireless facility shall be concealed within the hollow interior of the utility pole or wireless support structure.
9. All small wireless facilities shall be installed in accordance with all applicable City codes. No wiring or cabling shall interfere with any existing wiring or cabling installed by the City, a utility or a wireless services provider.
10. No guy or other support wires will be used in connection with a small wireless facility unless the small wireless facility is to be attached to an existing utility pole or wireless support structure that incorporates guy wires prior to the date the applicant has applied for a permit.
11. The small wireless facility, including the antenna, and all related equipment when attached to an

existing or new utility pole or wireless support structure, must be designed to withstand a wind force and ice loads in accordance with the applicable standards established in Chapter 25 of the National Electric Safety Code for utility poles, Rule 250-B and 250-C standards governing wind, ice, and loading forces on utility poles, in the American National Standards Institute (ANSI) in TIA/EIA Section 222-G established by the Telecommunications Industry Association (TIA) and the Electronics Industry Association (EIA) for steel wireless support structures and the applicable industry standard for other existing structures. For any small wireless facility attached to a pole or wireless support structure, the operator of the small wireless facility must provide the City with a structural evaluation of each specific location containing a recommendation that the proposed installation passes the standards described above. The evaluation must be prepared by a professional structural engineer licensed in the State of Illinois.

12. The City will not authorize any attachments of small wireless facilities to a City-owned utility pole that negatively impacts the structural integrity of the pole. The City may conditionally approve of the collocation on replacement or modification of the City-owned utility pole if necessary, to meet City standards.
13. Ground mounted enclosures, including backup power supply, and electric meters must be concealed within the pole, in existing above-ground cabinets, or placed in a flush-to-grade underground equipment vault. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles (see Section 16.608, Article IV, Chapter 16 of City Code). The City recognizes that existing infrastructure, etc. may make undergrounding ground equipment infeasible. When these situations arise, ground equipment must be placed in new, landscaped above ground pedestals or enclosures. When a new above-ground cabinet is required, the applicant is required to ensure that ground equipment meets the design criteria described in section 4.3 *Related Ground Equipment* in this document to minimize the aesthetic and safety impacts of supporting equipment on the public.
14. Small wireless facilities shall be located in a manner that meets Americans with Disabilities Act (ADA) requirements and does not obstruct, impede or hinder the usual pedestrian or vehicular path of travel.
15. Small wireless facilities collocated on City-owned utility poles may not use the same power or communication source providing power and/or communication for the existing infrastructure. The wireless provider shall coordinate, establish, maintain and pay for all power and communication connections with private utilities.
16. Signage is prohibited on all small wireless facilities and wireless support structures, except for a four (4) inch by six (6) inch plate with the wireless provider's name, location identifying information, and emergency telephone number shall be permanently fixed to the small wireless facility equipment enclosure or shroud. The provider is required to update this information whenever it changes.

3.2 City-Owned Street Light Poles

Where technically feasible and financially reasonable, the City strongly prefers that the following standards be applied when replacing an existing city-owned street light pole with a combination small wireless facility and street light pole. Such replacements should only be located where an existing city-owned street light pole can be removed and replaced, or at a new location where it has been identified that a city-owned street light is necessary. A map of the existing city-owned street light poles can be

found in **Appendix B** of this document, pictures of the current street lights can be found in **Appendix C** of this document, and the current City street light design and construction specifications can be found **Appendix D** of this document. Where technically feasible and financially reasonable, the City strongly prefers that all such replacements shall meet the following standards:

1. All replacement street light poles shall be a similar design, material, and color as the replaced existing city-owned street light pole and other poles within the immediate area.
2. All replacement street light poles and pole foundations shall conform to the City's standards and specifications for city-owned street light design and construction.
3. Replacement street light poles shall be an equal distance from other street light poles, regardless of who owns the street light, based upon the average distance between existing street light poles within the designated area.
4. Street light poles shall be designed and engineered to support a luminaire and mast arm of length equal to that of the existing city-owned pole to be replaced, as well as future planned or reserved banners/street sign loads, or of a length approved by the City based upon the location of the replacement street light pole.
5. All luminaires and mast arms shall match the arc and style of the original luminaire and mast arm, unless otherwise approved by the City.
6. The replacement luminaire and mast arm shall be at the same height above the ground as the existing luminaire and mast arm.
7. All replacement street light poles shall have new light emitting diode (LED) light fixtures of the same manufacturer, model and light output as the removed fixture and nearby light fixtures, or as otherwise approved by the City.
8. Replacement street light poles shall have a five (5) year manufacturer's replacement warranty.
9. Replacement street light poles shall meet AASHTO structural guidelines for roadway applications and the American National Standards Institute requirements for vibrations.
10. Street light pole height shall be measured from the ground to the top of the street light pole.
11. All replacement street light pole heights shall be consistent with those of existing city-owned street lights.
12. The small wireless facility components shall be sized appropriately to the scale of the street light pole.
13. Where required by district, the replacement pole shall include internally integrated wireless components. A decorative transition shall be installed over the equipment enclosure upper bolts, or a decorative base cover shall be installed to match the equipment enclosure size. All hardware connections shall be hidden from view. Each street light pole component shall be architecturally compatible to create a cohesive aesthetic.
14. Replacement street light poles shall continue to be owned by the City.

3.3 ComEd-Owned Street Light Poles

ComEd allows 3rd party attachments to their street light poles. ComEd reviews each request to determine if it is possible to accommodate each attachment. A map of the existing ComEd-owned street light poles can be found in **Appendix B** of this document and pictures of the current street lights can be found in **Appendix C** of this document.

ComEd's process includes:

1. Submission of an application that includes drawings, and specific equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility.
2. Applications will be reviewed and processed by both the ComEd New Business Department and the ComEd Real Estate Department.
3. Re-work may be required to accommodate requests, where a replacement pole may be needed. If a replacement pole is required than the applicant shall be responsible for all costs related to the replacement of an existing pole. The application cannot move forward until the applicant agrees to fund the replacement of the existing pole.
4. A City permit is required if the wireless support structure is going to be located in the City's ROW.
5. To initiate this process, applicants should call 866-NEW-ELEC.

3.4 County-Owned Street Light Poles

Effective June 26, 2018, DuPage County's Division of Transportation (DOT) adopted a new ordinance, "[Wireless Telecommunications Facilities Ordinance](#)" #DT-O-0037-18. This ordinance allows for the installation of Wireless Telecommunication Facilities on existing, new, privately or publicly-owned structures within the County Highway right-of-way. The ordinance was developed in accordance with the Small Wireless Facilities Deployment Act, PA 100-0585.

Applications must be submitted using the County's [application form](#). A completed [checklist](#) is required with each application which lists the requirements for all applications. Please note that incomplete applications will be denied. If an application is deemed to be incomplete, DOT staff will notify the applicant within 10 days including a list of any items missing from the application. A map of the existing County-owned street light poles can be found in **Appendix B** of this document.

3.5 Installation of New Poles

Where technically feasible and financially reasonable, the City strongly prefers that every new wireless support structures shall comply with the following standards:

1. If a replacement pole design is not possible, then a new wireless support structure shall be designed to minimize the visual and aesthetic impact of the new vertical element and associated small wireless facilities upon the surrounding area and shall blend in with the surrounding streetscape with minimal visual impact. New wireless support structures shall be constructed of a specific material that will enhance the stealth and concealment of the structure. New poles shall be designed as Monopoles, consistent with the pole design concepts detailed in **Appendix A** of this document.
2. All New wireless support structures are required to be breakaway, as long as the breakaway pole(s) requested is under 992lbs as described in Section 12-6 of the current edition of AASHTO's *LRFD Structural Supports for Highway Signs, Luminaires, and Traffic Signal* manual.
3. New wireless support structures shall match the design, type, material and color of existing utility poles, including street light poles, within the immediate area, except as otherwise approved by the City.
4. New wireless support structures be equal distance from other utility poles based upon the average distance between existing utility poles within the designated area. If a new wireless support structure cannot be located the average distance from other utility poles, a new wireless

support structure may be approved if such wireless support structure is designed as a stealth pole.

5. The centerline of a new wireless support structure shall be in alignment with existing utility poles where present, or with street or parkway trees along the same side of the right-of-way.
6. New wireless support structures shall not obscure vision from driveways and entryways.
7. New wireless support structures shall be located 10-15 feet away from trees to keep the structures outside of the canopy line and prevent disturbance within the critical root zone.
8. The outside diameter of any new wireless support structure shall not exceed the diameter of existing utility poles located within 300 feet of the location of the new wireless support structure. The City recognizes that larger poles may be required to allow for the internal integration of equipment as discussed in this document and Article IV, Chapter 16 of the City Code.
9. New wireless support structures shall not exceed the heights as authorized by Section 16.608, Article IV, Chapter 16 of the City Code.
10. New wireless support structures shall be round in shape with a smooth pole shaft unless otherwise directed by the City.
11. New wireless support structures incorporating small wireless facilities in an equipment enclosure within a base may utilize poles tapered in diameter or poles having a consistent outside diameter.
12. All new wireless support structures must be supported with a reinforced concrete foundation designed, stamped, sealed and signed by a professional structural engineer licensed in the State of Illinois, and subject to the City's approval.
13. All anchor bolts must be concealed from public view, with an appropriate pole boot or cover powder-coated to match the wireless support structure color.
14. For all new pole installations, the City strongly prefers that a second applicant for the same general space be allowed by the first applicant to install a new pole capable of collocating both applicants internally in the pole. Additionally, the first applicant allows the subsequent applicant to replace the pole with a multi-cell pole. The original pole shall be made available to the first applicant to salvage. If not retrieved in 30 days, the pole shall be declared abandoned and disposed.

4. Pole Siting Requirements

4.1 Location

The City reserves the right to approve all proposed pole locations, and to recommend modifications to those locations as necessary for future City needs as defined in state code. If the City recommends a modification to the location, it will work with the applicant to find a location that is suitable for the City, and that is technically feasible and financially reasonable for the applicant.

Wireless communication facilities shall not be located on historically or architecturally significant structures unless visually and architecturally integrated with the structure and shall not interfere with prominent vistas or significant public view corridors. Where technically feasible and financially reasonable, the City strongly prefers that new small wireless poles not be located closer than 300 feet to other poles containing a small wireless facility from the same provider without City approval.

Where technically feasible and financially reasonable, the City strongly prefers that small wireless facilities be placed on city-owned street light poles.

Poles shall be located where ever possible on property lines and not in sidewalks, and shall not obscure vision from driveways and entryways. Wherever possible the poles shall be located to take advantage of existing screening.

All equipment located within the public ROW shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel.

The City understands that small wireless facilities are classified as permitted uses and shall not be subject to zoning review, if collocated in rights-of-way in any zoning district. However, where technically feasible and financially reasonable, the City strongly prefers that in general, Small Wireless Facilities be located in zoning districts, which are defined in Section 17.501, Article V, Chapter 17 of [City Code](#), as follows (Most Preferred to Least Preferred):

1. Industrial Districts including I-1 and I-2, if not adjacent to a public park or residential area.
2. Commercial Districts including C-1, C-2, and C-3, if not adjacent to a public park or residential area.
3. Town Center Business District (TCB), if not adjacent to a public park or residential area.
4. Residential Districts and Parks including R-1, R-2, R-3, R-4, and R-G.

4.1.1 Industrial Districts

Small Wireless Facilities are permitted to be placed on property within Industrial Districts, including but not limited to I-1 and I-2 districts. Small Wireless Facilities in these zoning districts are subject to compliance with the Public Act 100-0585, the FCC Order, and to administrative staff review for each site to ensure compliance with the City's Small Wireless Facilities Ordinance and the general design standards in this manual, as well as the following additional zone-specific design standards:

1. Where technically feasible and financially reasonable, the City strongly prefers that the Wireless Provider shall comply with design standards approved as part of the development of the property and provide reasonable stealth concealment.
2. External attachments, including antennas, are allowed in Industrial Districts as long as all other requirements are met. Where possible, the City encourages the use of stealth technology to create improved aesthetics.
3. Where technically feasible and financially reasonable, the City strongly prefers that ground

mounted enclosures, including backup power supply, and electric meters must be concealed within the pole, in existing above-ground cabinets, or placed in a flush-to-grade underground equipment vault. The City recognizes that existing infrastructure, etc. may make undergrounding ground equipment infeasible. When these situations arise, ground equipment must be placed in new, landscaped above ground pedestals or enclosures. When a new above-ground cabinet is required, the applicant is required to ensure that ground equipment meets the design criteria described in section *4.3 Related Ground Equipment* in this document to minimize the aesthetic and safety impacts of supporting equipment on the public.

4. In order to prevent visual obstruction, small cell sites shall obtain power from underground lines buried in conduits. Fiber connections shall also be provided from underground sources. No power and fiber cables servicing Small Wireless Facilities shall be provided from above ground sources.
5. Photographic “before and after” simulations of the proposed location of the Small Wireless Facility shall be provided to the City as part of the permit application.

4.1.2 Commercial Districts

Small Wireless Facilities are permitted to be placed on property within Commercial Districts, including but not limited to C-1, C-2, and C-3 districts. Small Wireless Facilities in these zoning districts are subject to compliance with the Public Act 100-0585, the FCC Order, and to administrative staff review for each site to ensure compliance with the City’s Small Wireless Facilities Ordinance and the general design standards in this manual, as well as the following additional zone-specific design standards:

1. Where technically feasible and financially reasonable, the City strongly prefers that Small Wireless Facilities be collocated on an existing utility pole, building or structure. Where technically feasible and financially reasonable, the City strongly prefers that the Wireless Provider shall comply with design standards approved as part of the development of the property and provide reasonable stealth concealment.
2. Small Wireless Facilities located in Commercial Districts must include concealment or stealth efforts, as follows:
 - a. Concealment efforts should use fiberglass, plastic or other synthetic materials, and replacement of street lights with modular combinations street light and antenna units. Exposed small cells on utility poles or galvanized steel macrocell sites are not allowed.
 - b. Where technically feasible and financially reasonable, the City strongly prefers that ground mounted enclosures, including backup power supply, and electric meters must be concealed within the pole, in existing above-ground cabinets, or placed in a flush-to-grade underground equipment vault. The City recognizes that existing infrastructure, etc. may make undergrounding ground equipment infeasible. When these situations arise, ground equipment must be placed in new, landscaped above ground pedestals or enclosures. When a new above-ground cabinet is required, the applicant is required to ensure that ground equipment meets the design criteria described in section *4.3 Related Ground Equipment* in this document to minimize the aesthetic and safety impacts of supporting equipment on the public.
 - c. In order to prevent visual obstruction, small cell sites shall obtain power from underground lines buried in conduits. Fiber connections shall also be provided from underground sources. No power and fiber cables servicing Small Wireless Facilities shall be provided from above ground sources.

- d. Photographic “before and after” simulations of the proposed location of the Small Wireless Facility demonstrating concealment efforts shall be provided to the City as part of the permit application, and shall be modified according to reasonable requests from the City to better blend with the surrounding area.

4.1.3 Town Center Business District

Small Wireless Facilities are permitted to be placed on property within the Town Center Business District (TCB). Small Wireless Facilities in this zoning district are subject to compliance with the Public Act 100-0585, the FCC Order, and to administrative staff review for each site to ensure compliance with the City’s Small Wireless Facilities Ordinance and the general design standards in this manual, as well as the following additional zone-specific design standards:

1. Where technically feasible and financially reasonable, the City strongly prefers that Small Wireless Facilities be collocated on an existing utility pole, building or structure. Where technically feasible and financially reasonable, the City strongly prefers that the Wireless Provider shall comply with design standards approved as part of the development of the property and provide reasonable stealth concealment.
2. Small Wireless Facilities located in Town Center Business District must include concealment or stealth efforts, as follows:
 - a. Concealment efforts should use fiberglass, plastic or other synthetic materials, and replacement of street lights with modular combinations street light and antenna units. Exposed small cells on utility poles or galvanized steel macrocell sites are not allowed.
 - b. Where technically feasible and financially reasonable, the City strongly prefers that ground mounted enclosures, including backup power supply, and electric meters must be concealed within the pole, in existing above-ground cabinets, or placed in a flush-to-grade underground equipment vault. The City recognizes that existing infrastructure, etc. may make undergrounding ground equipment infeasible. When these situations arise, ground equipment must be placed in new, landscaped above ground pedestals or enclosures. When a new above-ground cabinet is required, the applicant is required to ensure that ground equipment meets the design criteria described in section *4.3 Related Ground Equipment* in this document to minimize the aesthetic and safety impacts of supporting equipment on the public.
 - c. In order to prevent visual obstruction, small cell sites shall obtain power from underground lines buried in conduits. Fiber connections shall also be provided from underground sources. No power and fiber cables servicing Small Wireless Facilities shall be provided from above ground sources.
 - d. Photographic “before and after” simulations of the proposed location of the Small Wireless Facility demonstrating concealment efforts shall be provided to the City as part of the permit application, and shall be modified according to reasonable requests from the City to better blend with the surrounding area.

4.1.4 Residential Zoning Districts

Small Wireless Facilities are permitted to be placed on property within Residential Districts, including but not limited to R-1, R-2, R-3, R-4, and R-G districts. Small Wireless Facilities in these zoning districts are subject to compliance with the Public Act 100-0585, the FCC Order, and to administrative staff review for each site to ensure compliance with the City’s Small Wireless Facilities Ordinance and the general design standards in this manual, as well as the following additional zone-specific design standards:

1. Where technically feasible and financially reasonable, the City strongly prefers that within residentially zoned areas, new wireless support structure installations shall be located where the shared property line between two residential parcels intersect the right-of-way whenever possible, unless an unsafe condition, cluttered appearance, or other violation of these standards will result.
2. Modification of existing street lights is preferred, if the street lights can be modified to accommodate one or more small cells. Where technically feasible and financially reasonable, the City strongly prefers Wireless Providers place the Small Wireless Facilities on new poles or to collocate on an existing street light pole.
3. Small Wireless Facilities located in the Right-of-Way in Residential Districts must include concealment or stealth efforts, as follows:
 - a. Concealment efforts should use fiberglass, plastic or other synthetic materials, and replacement of street lights with modular combination street light and antenna units. Exposed small cells on utility poles or galvanized steel macrocell sites are not allowed.
 - b. Where technically feasible and financially reasonable, the City strongly prefers that ground mounted enclosures, including backup power supply, and electric meters must be concealed within the pole, in existing above-ground cabinets, or placed in a flush-to-grade underground equipment vault. The City recognizes that existing infrastructure, etc. may make undergrounding ground equipment infeasible. When these situations arise, ground equipment must be placed in new, landscaped above ground pedestals or enclosures. When a new above-ground cabinet is required, the applicant is required to ensure that ground equipment meets the design criteria described in section *4.3 Related Ground Equipment* in this document to minimize the aesthetic and safety impacts of supporting equipment on the public.
 - c. In order to prevent visual obstruction, small cell sites shall obtain power from underground lines buried in conduits. Fiber connections shall also be provided from underground sources. No power and fiber cables servicing Small Wireless Facilities shall be provided from aboveground sources.
 - d. Photographic “before and after” simulations of the proposed location of the Small Wireless Facility demonstrating concealment efforts shall be provided to the City as part of the permit application, and shall be modified according to reasonable requests from the City to better blend with the surrounding area.

4.2 Noise

The maximum allowable noise emitted by the Small Wireless Facility shall comply with the rules and regulations of the State of Illinois as set forth in [Title 35, Subtitle H: Noise, Chapter I Pollution Control Board](#), as amended from time to time. The City reserves the right to take action if the Small Wireless Facility is making more noise than is permissible under these rules and regulations.

4.3 Related Ground Equipment

In certain circumstances, the City recognizes that existing infrastructure, etc. may make undergrounding ground equipment infeasible. When these situations arise, the applicant is required to ensure that ground equipment meets the following design criteria to minimize the aesthetic and safety impacts of supporting equipment on the public.

1. Ground equipment near street corners and intersections: Ground equipment should be minimal and the least intrusive. To minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a ROW the maximum line of sight required to add to safe travel of vehicular

and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within the visibility triangle or as prohibited by sight distance calculations set out in other applicable law.

2. Ground equipment near public parks. For the safety of public park patrons, particularly small children, and to allow full line of sights near public park property, the wireless service provider shall not install ground equipment in a ROW that is within a public park or within 250 feet of the boundary line of a public park, unless approved by the City in writing.
3. Minimize ground equipment density: To enhance the public safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed location if the telecommunication service provider installs Small Wireless Facility ground equipment where existing ground equipment within 100 feet radius already occupies a footprint of a total of 25 sq. ft. or more. The aggregate measurement shall include any foundation pads, vaults, or other utility appurtenances. Additional landscaping and fencing is required to help mitigate the visual effects of the installation of any ground-mounted equipment.

4.4 Landscape Standards

Wireless providers shall comply with the landscape standards that are set forth below:

1. Plan Requirements:

The following shall establish the standards for the preparation and submission of plans for landscape screening around small cell installations.

Contents of Plan. All landscape plans shall include the following information:

- North arrow, scale, date of plan, and any subsequent revisions.
- The landscape plan shall be drawn at a scale not smaller than one inch equals 10 feet.
- The location of all existing and proposed structures, parking lots, roadways and rights-of-way, sidewalks, ground signs, freestanding electrical equipment, light fixtures, fire hydrants, surface utility structures, existing adjacent landscaping, and other freestanding structural features as necessary to determine proper placement of landscape screening.
- Limits of sight-line triangles. Ensure proposed plant material does not impede sight-lines and abides by requirements set forth.
- The location, quantity, size, and both scientific and common names of all proposed plant material.
- Installation detail for perennial plant installation indicating typical spacing, soil amendments and mulch application.
- Symbols representing proposed plant material shall be drawn to a scale showing two-thirds mature size and labeled as to quantity and type.

2. Required Landscaping:

The following shall establish standards for the landscape improvements required to be installed as part of small cell installations.

- A minimum planting area of three feet extending from the perimeter of the small cell cabinet concrete pad shall be provided. In the event a three-foot-wide planting bed is not possible along a portion of the cabinet perimeter due to obstructions the area shall be compensated for in an area less restrictive immediately surrounding the small cell cabinet. Every effort shall be made to effectively screen the cabinet from all viewing angles.
- A variety of ornamental grasses shall be used to effectively screen the small cell cabinet,

- without obstructing sight-lines at intersections.
- Shrubs and Trees shall not be utilized for screening.
- All surrounding landscaping and turf areas shall be restored to original condition.

3. Standards for Plant Materials and Planting Guidelines:

The following guidelines shall be considered in reviewing design and implementation of landscape plans.

- The quality and size of plant materials selected shall comply with the latest edition of the American Standards of Nursery Stock, published by the American Association of Nurserymen.
- Plant material shall be healthy, free of insects and diseases.
- The use of stone, rock or gravel shall not be used as ground cover within any landscaped area.
- Minimum sizes for plant materials at time of installation for landscape area shall be equal to a #1 container.
- A spade cut edge to the depth of three inches shall be provided around the perimeter of the planting bed.
- A three-inch layer of compost shall be applied to the plant bed area and rototilled to a minimum depth of eight inches until soil is in a loose and friable state. All rocks and debris shall be removed and disposed of prior to plant installation.
- A three-inch layer of shredded hardwood mulch shall be applied to planting bed after plant installation.
- All plant material shall have a one year guarantee from the time of planting and shall be replaced by the contractor should it die within that period.

4.5 Stealth and Concealment Requirements

Wireless providers shall comply with the design and construction standards that are generally applicable to utility installations in the public right-of-way, as set forth in Article III of Chapter 16 of the [City Code](#), as well as these standards, any other written design standards for decorative utility poles, or reasonable stealth, concealment, and aesthetic requirements that are otherwise identified by the City in an ordinance, written policy adopted by the City Council, in the City's comprehensive plan, or in another written design plan that applies to other occupiers of the rights-of-way. In addition to the design requirements found in Section 4.1 of this Manual, where technically feasible and financially reasonable, the City strongly prefers that providers shall follow the criteria for stealth found below as a minimum requirement:

1. The use of stealth technology in the location and construction of small wireless facilities is required. Stealth technology means using the least visually and physically intrusive design and equipment that is not technologically or commercially impractical under the facts and circumstances, to employ methods that blend into surroundings and not be visible; and to minimize adverse aesthetic and visual impacts on the right-of-way, property, building and/or other facilities adjacent to, surrounding and in generally the same area as the requested location of such small wireless facilities.
2. Small wireless facilities, including but not limited to antennas, equipment enclosures, mounting brackets and hardware, mounting posts, cables, and shrouds, shall be of a color that is identical to the utility pole or of a neutral color compatible with the color of the utility pole and any surrounding elements so as to camouflage or conceal their appearance, create consistency among right-of-way infrastructure, and to make such small wireless facilities as unobtrusive as possible. The City may approve compatible color schemes for antennas and small wireless facilities.

3. Mechanical equipment and devices shall be concealed underground or mounted within a concealment box designed as a decorative pole base except as noted and allowed for in section 4.3 *Related Ground Equipment* in this document.
4. Small wireless facilities must be located and oriented in such a way as to minimize view blockage.
5. The wireless provider shall use the smallest suitable wireless facilities currently in industry use, regardless of location, for the particular application.
6. Small wireless facilities shall not be artificially lighted or marked, except as required by law.
7. Small wireless facilities, other than top-mounted antennas, shall be mounted on the side of the utility pole or wireless support structure opposite the direction of vehicular traffic along the same side of the right-of-way or as otherwise directed by the City.
8. Alternative measures for concealment may be proposed by the wireless provider and approved by the City, if the City determines that the optional measures will be at least as effective in concealing the small wireless facilities as the measures required above.

5. Safety Requirements

Prevention of failures and accidents. Any Person who owns a Small Wireless Facility and/or Wireless Support Structure sited in the ROW shall at all times employ ordinary and reasonable care and install and maintain in use industry standard technology for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.

Compliance with fire safety regulations. Small Wireless Facilities, wires, cables, fixtures, and other equipment shall be installed and maintained in substantial compliance with the requirements of the National Electric Code, state, and local regulations, and in such manner that will not interfere with the use of other property.

Compliance with FCC regulations. Small wireless facilities must not result in human exposure to radio frequency radiation in excess of applicable safety standards specified in [47 CFR Rule 1.1307\(b\)](#). As specified in Section 16.604, Article IV, Chapter 16 of City Code, permit requests shall include a complete site-specific Non-Ionizing Electromagnetic Radiation (NIER) Report certified by a licensed Professional Engineer in the State of Illinois. In addition, as specified in Section 16.608, Article IV, Chapter 16 of City Code, after transmitter and antenna system optimization, but prior to unattended operations of the facility, the wireless provider or its representative must conduct on-site post-installation RF emissions testing to demonstrate actual compliance with the [FCC OET Bulletin 65](#) RF emissions safety rules for general population/uncontrolled RF exposure in all sectors. This testing shall also occur annually.

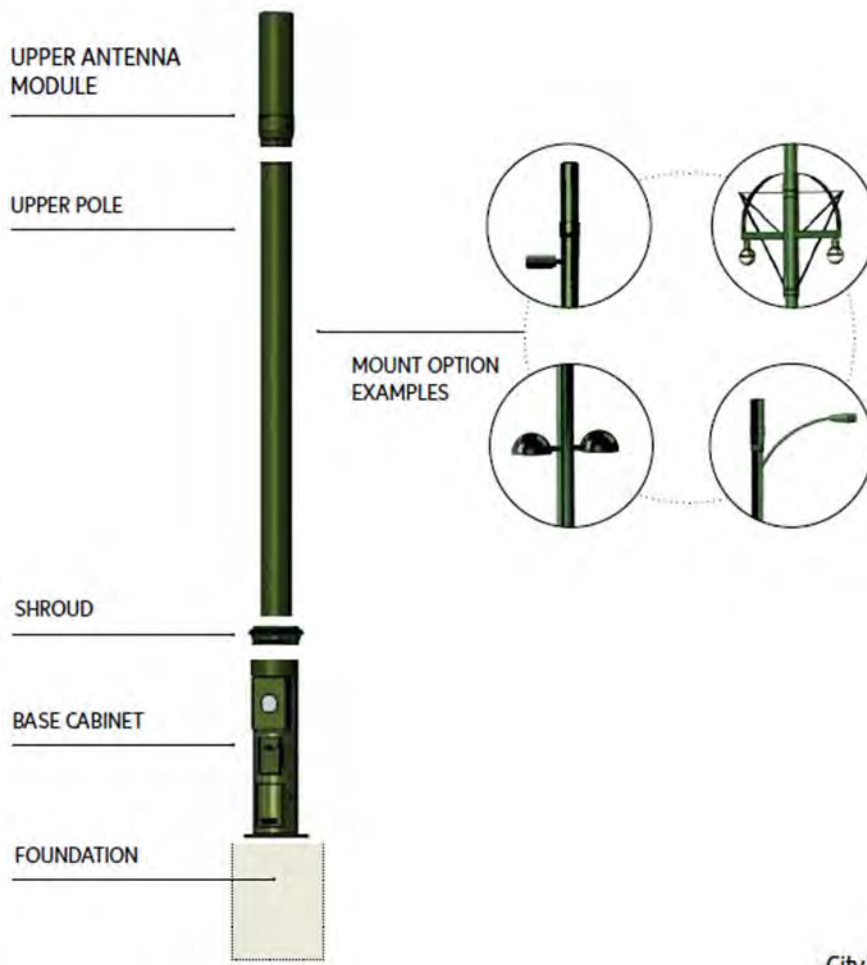
Changes in state or federal standards and regulations. If state or federal standards and regulations are amended, the owners of the Small Wireless Facilities and/or Wireless Support Structures governed by this document shall bring any facilities and/or structures into compliance with the revised standards and regulations within six months of the effective date of the standards and regulations, unless a different compliance schedule is mandated by the regulating agency. Failure to bring Small Wireless Facilities and/or Wireless Support Structures into compliance with any revised standards and regulations shall constitute grounds for removal at the owner's expense.

Compliance with engineering and safety codes and standards. All permitting decisions exercised by the City are subject to all applicable engineering and safety codes and standards.

Appendix A: Design Concepts

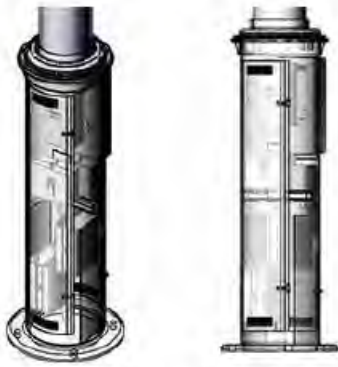
The following diagrams and information were provided by, and used with the permission of, Comptek Technologies/CityPole®. The inclusion of this information in no way indicates that the City endorses CityPole or its products. Self-contained poles from other manufacturers will be considered as long as the structure meets the other standards outlined in the Small Wireless Facilities Ordinance and this document.

A.1 Small Wireless Facility Pole



CityPole.com

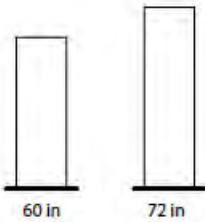
A.2 Base Cabinet



Integrated wireless equipment in base cabinet.

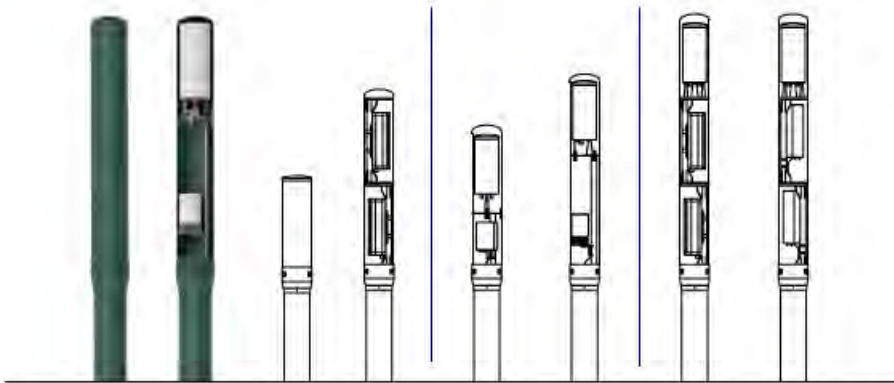


The base cabinet can be configured with a wide range of electrical disconnects to meet local building codes and preferences.



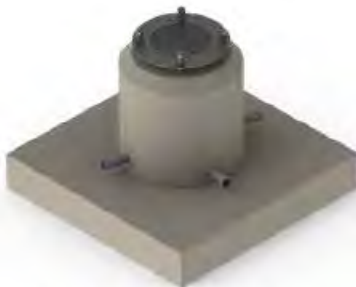
The base cabinet height can be chosen to house future equipment and complement local cityscapes.

A.3 Upper Antenna Module



The upper antenna module can be easily reconfigured for a number of technology generations. These includes multiple configurations of cellular technology, various backhaul and low power options such as WiFi, Bluetooth, or Zigbee, and as many as three different technology generations.

A.4 Foundation Selection



CityPole® pre-cast foundation speeds work in the Right of Way.



Caisson and custom designs are available.

Cast in place foundations are acceptable, as long as the foundation meets accepted guidelines for structural integrity required by the attached equipment.

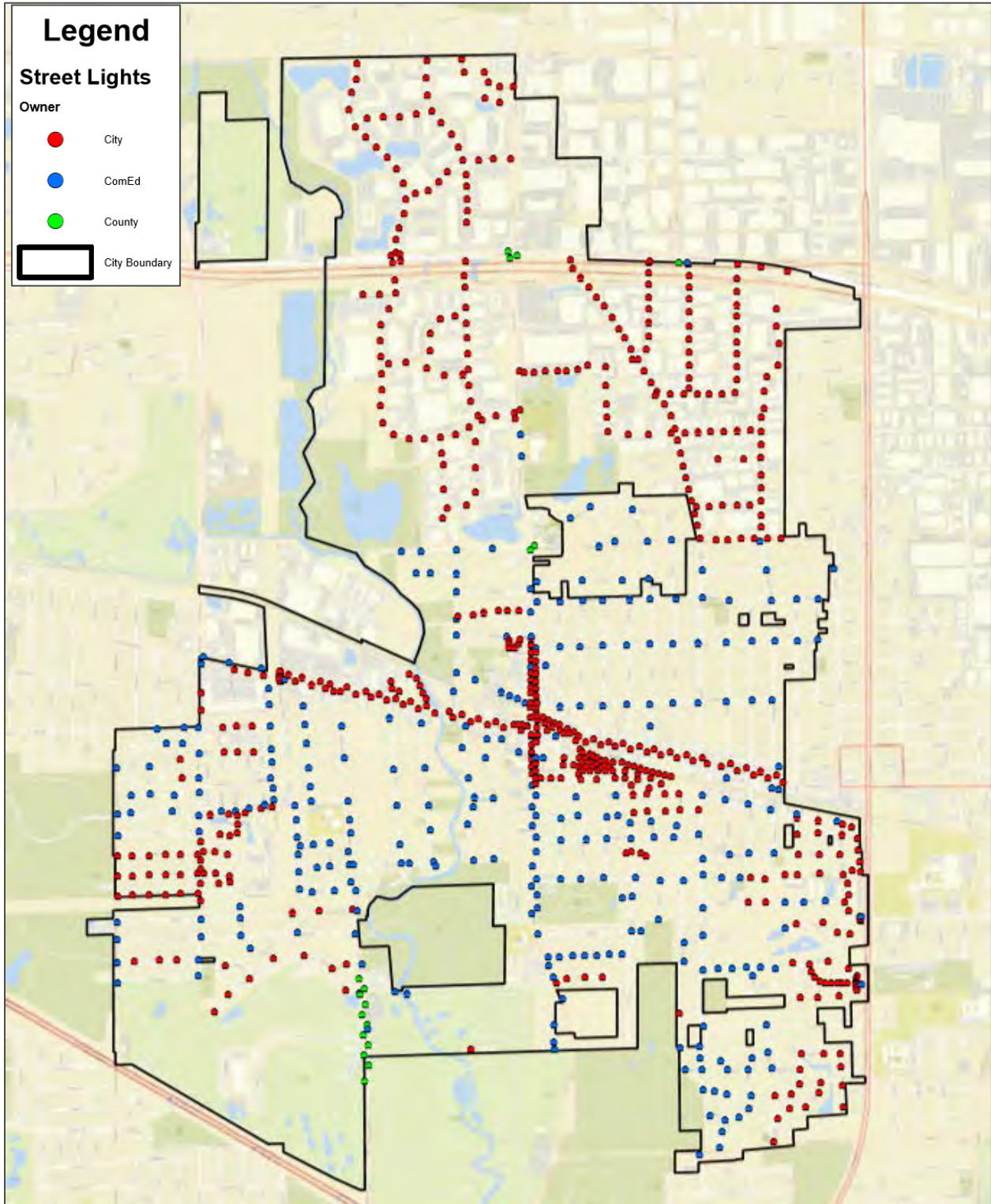
A.5 Lighting Accessories



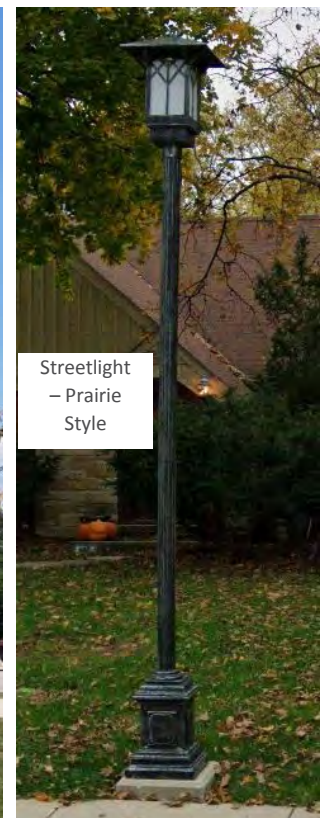
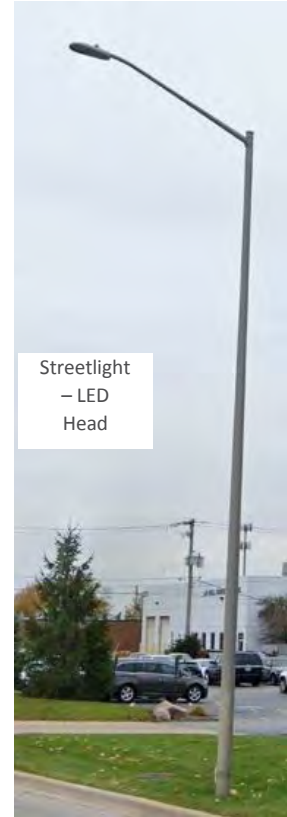
A.6 Product Selection Matrix

		Standard CityPole® System Offering	Custom Options
Overall Pole Height		25', 30', 35', and 40' Above Ground Level (AGL)	Available ↓
Color Choices		9 Color Choices are Standard (Custom colors are available.)	
Base Cabinet	Technology Types	1, 2, or 3 Different Technologies can be Accommodated	
	Dimension	Ground Diameter: 18", 20", 24" Height: 60", Optional 72"	
	Flexible Mount System	FlexMount™ system to reconfigure internals for future equipment sizes.	
	Electrical Options	No Disconnect, Disconnect Only, or Meter and Disconnect.	
	Universal Meter Bay	Accommodates power meter and meter screen requirements as determined by local utility provider; fits meter boxes of all sizes.	
Upper Pole Antenna Module	Rad Center Location	Variable and Based on Pole Height and Other Options	
	Technology Types	1, 2, or 3 Different Technologies can be Accommodated	
	Auxiliary Bay Options	Low Power RF, Backhaul, and Wifi Options can be Accommodated. Multiple and reconfigurable 12¾ inch modules with RlexRail™ universal equipment track system optional.	
	Antenna Mount and Shroud Options	Separate and Secure Bays with RF Transparent Materials to accommodate 4G/5G Equipment. Omni and Panel Types available.	
Accessory Selection	Lighting	Pole can be ordered without lighting or with 1, 2, 3, or 4 lights.	
	Light Mounts	Standard Plate or Offset Arms depending on light selection	
	Lighting	Shoebox, Cobrahead, Cylindrical, Dome and Acorn	
	Other Technology	Gun Shot Sensors, Video, Weather, Traffic Mgmt	
	Lower Shroud Details	Multiple Options are Available	
	Base Plate Details	Multiple Options are Available	
	Foundation Options	Pre-cast, or Cast-in-Place	
Environmental Control	Thermal Management	All Equipment and Antenna Bays Monitored for Temperature. Passive and Forced Air Standard; Heat Pipe and Thermoelectrical Optional	
	Security	External and Internal Locking Features. CityPole® FlexSmart™ Control and Connectivity Optional.	
	Monitoring and Control	Industrial Controller with 24 Digital and 12 Analog Inputs with FlexSmart™	

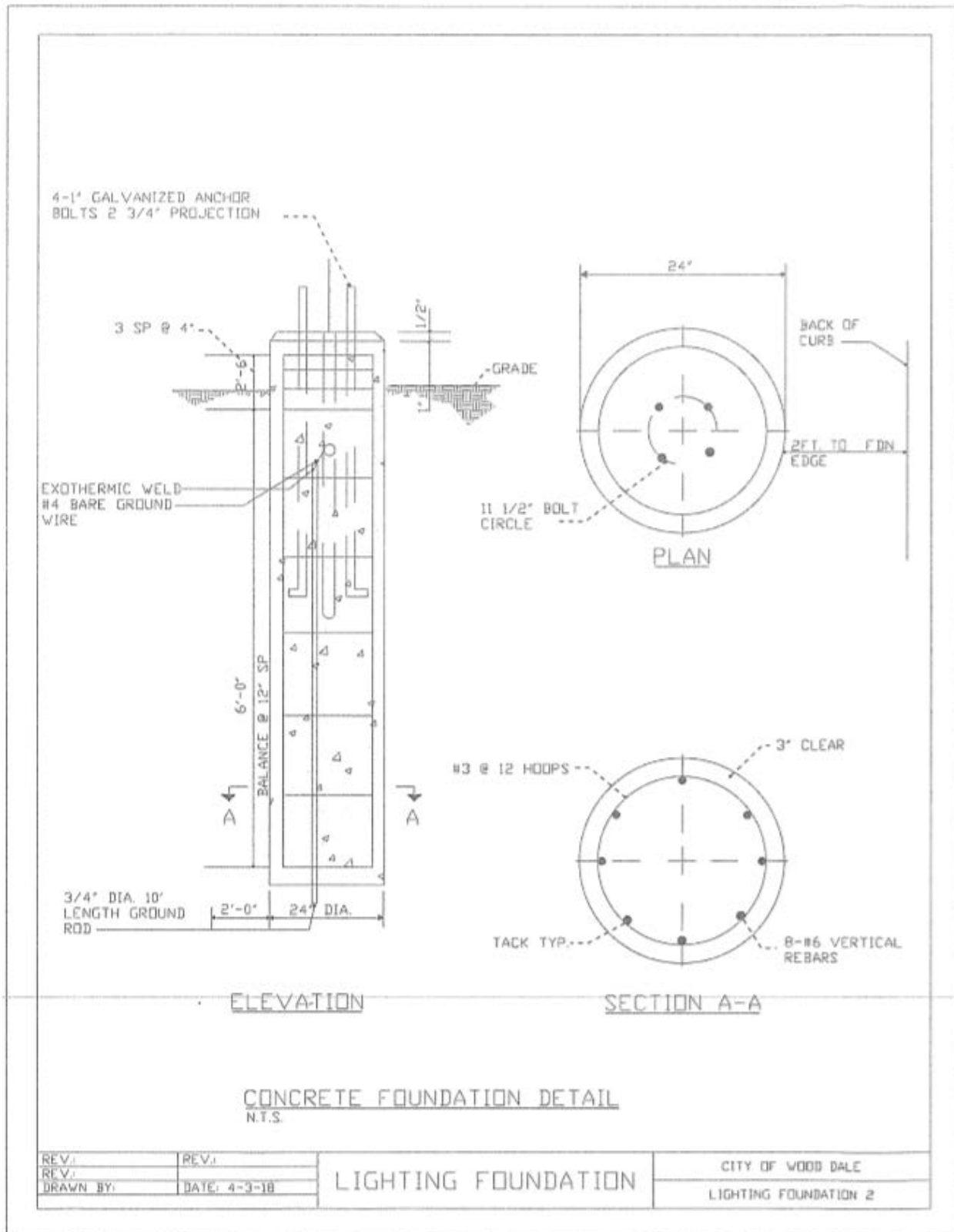
Appendix B: Street Light Map

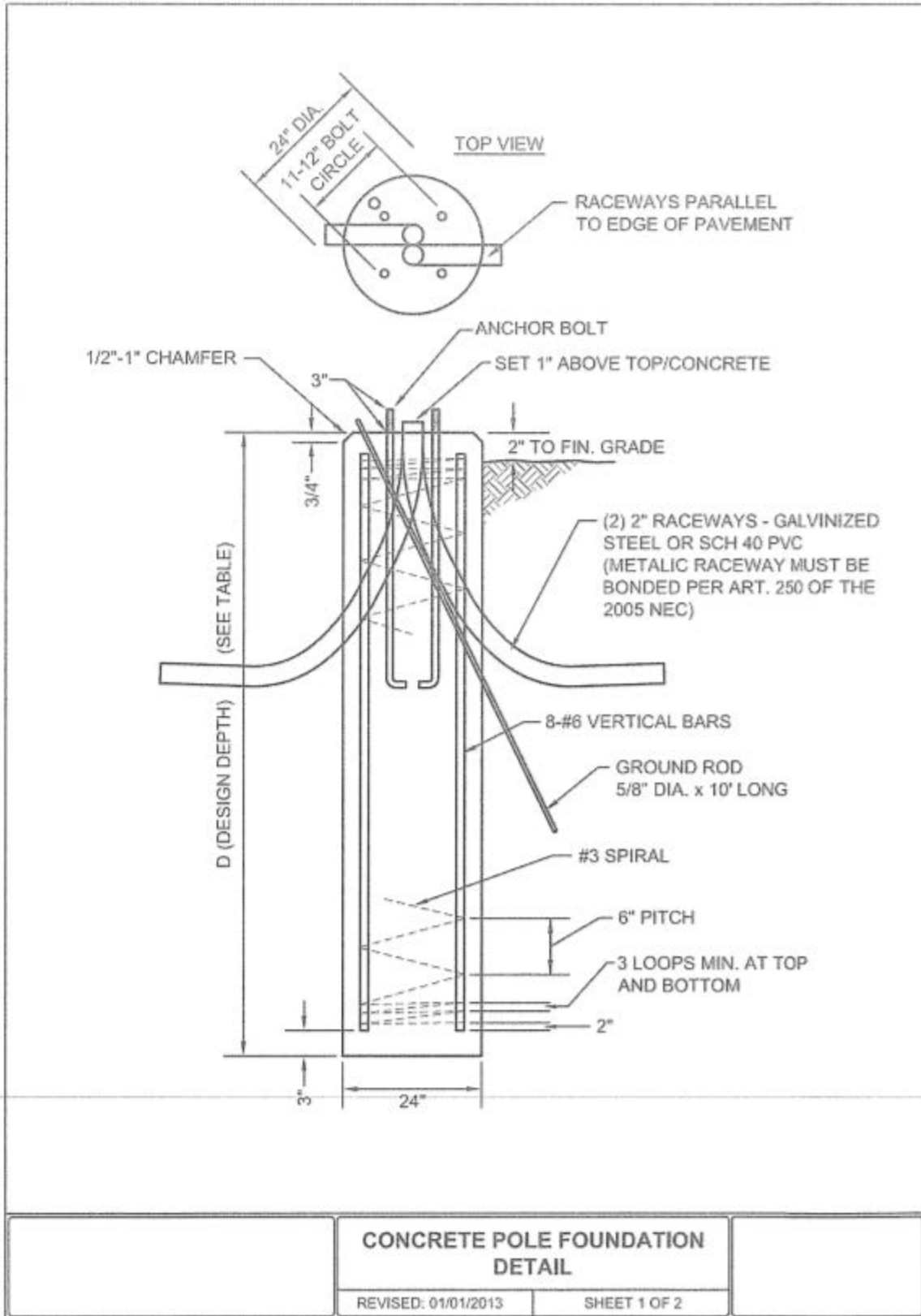


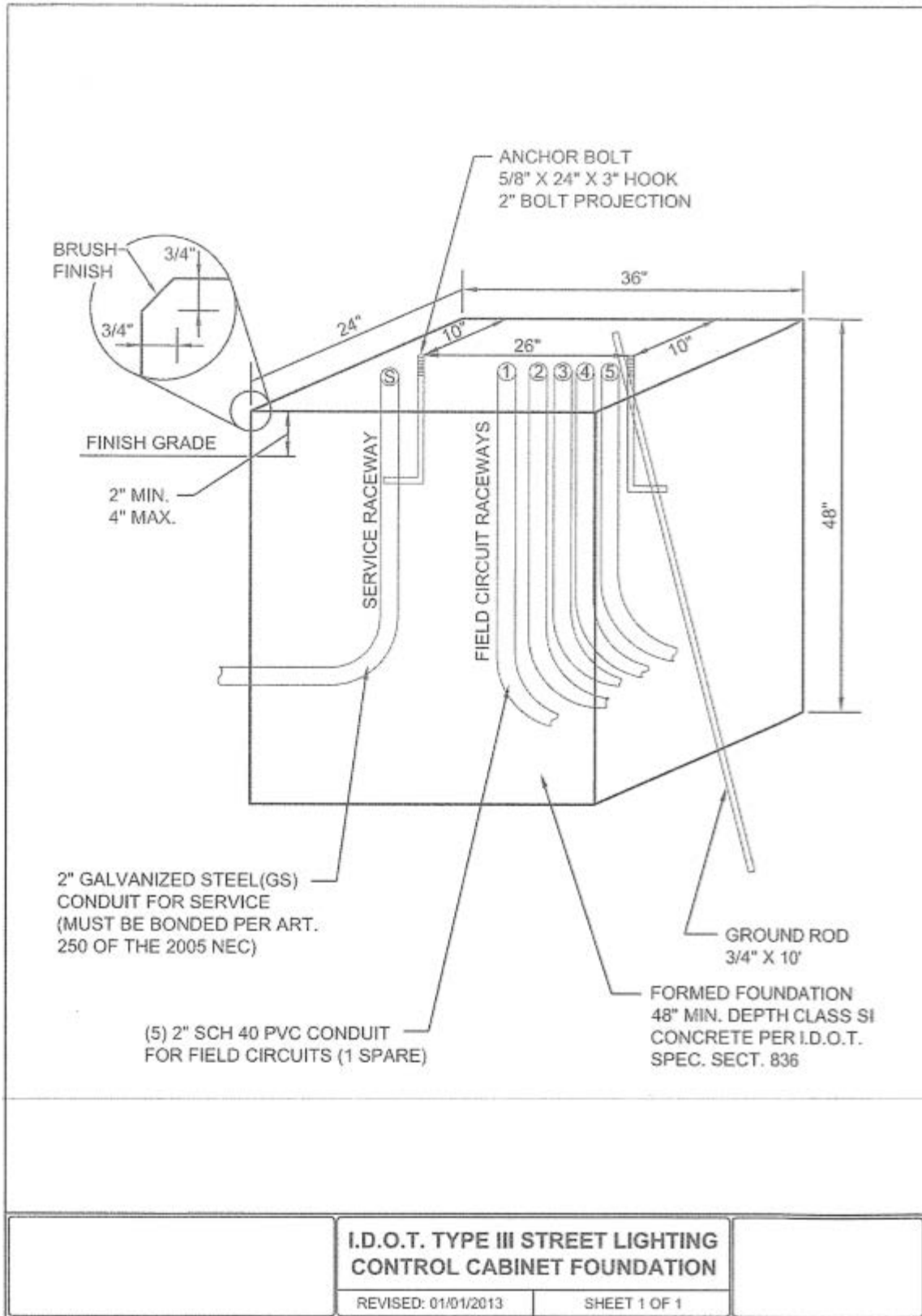
Appendix C: Street Light Pictures

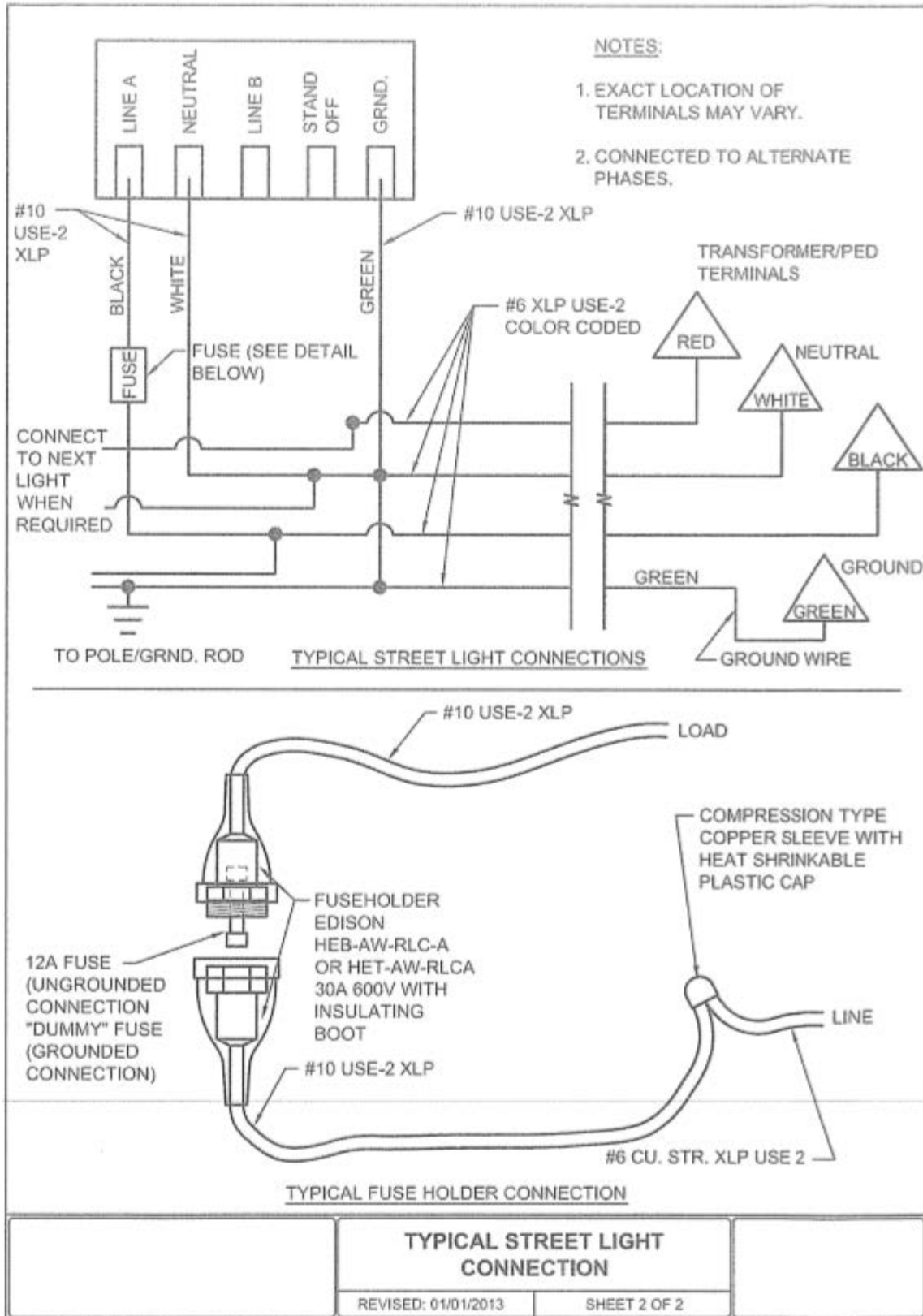


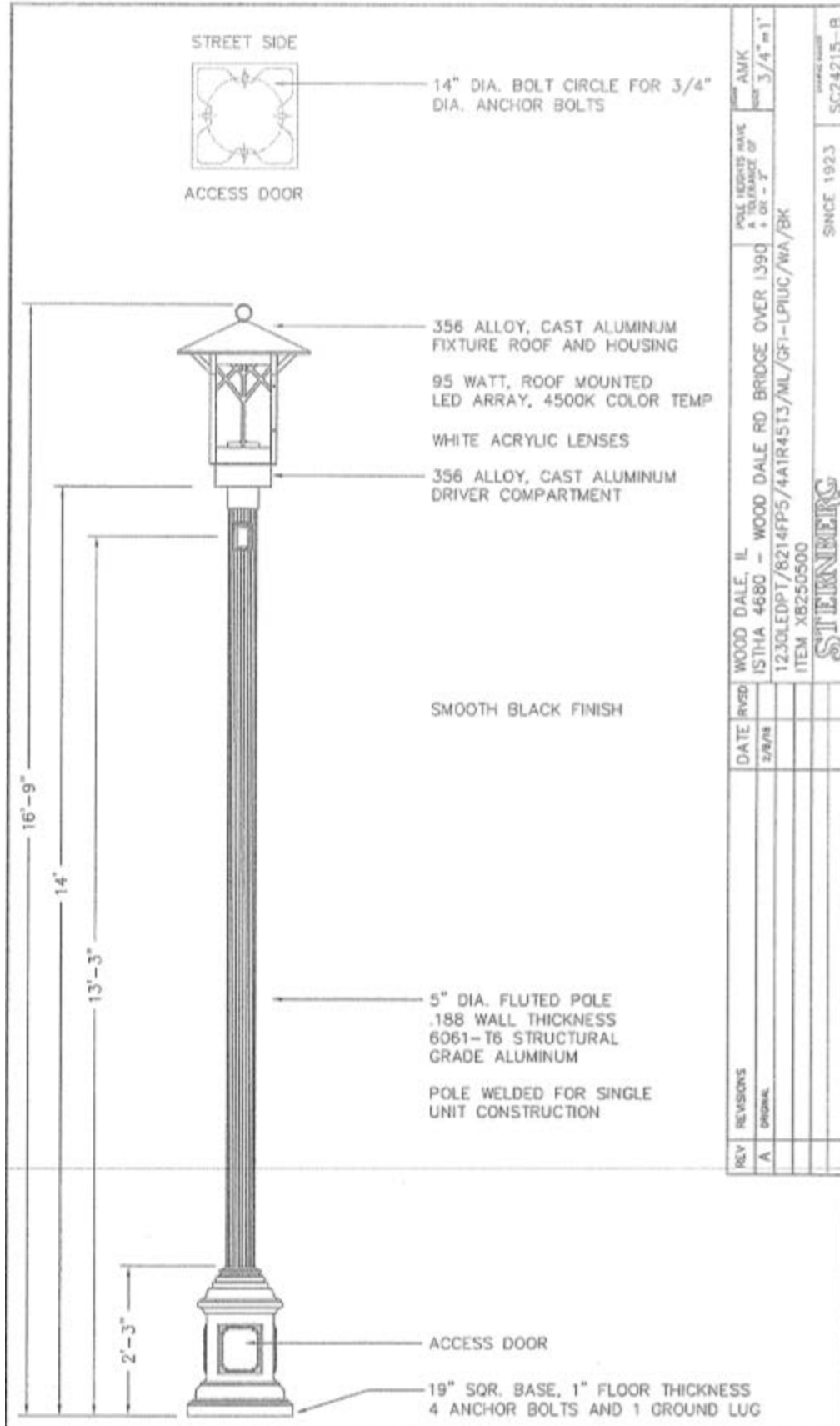
Appendix D: Street Light Design and Construction Specifications

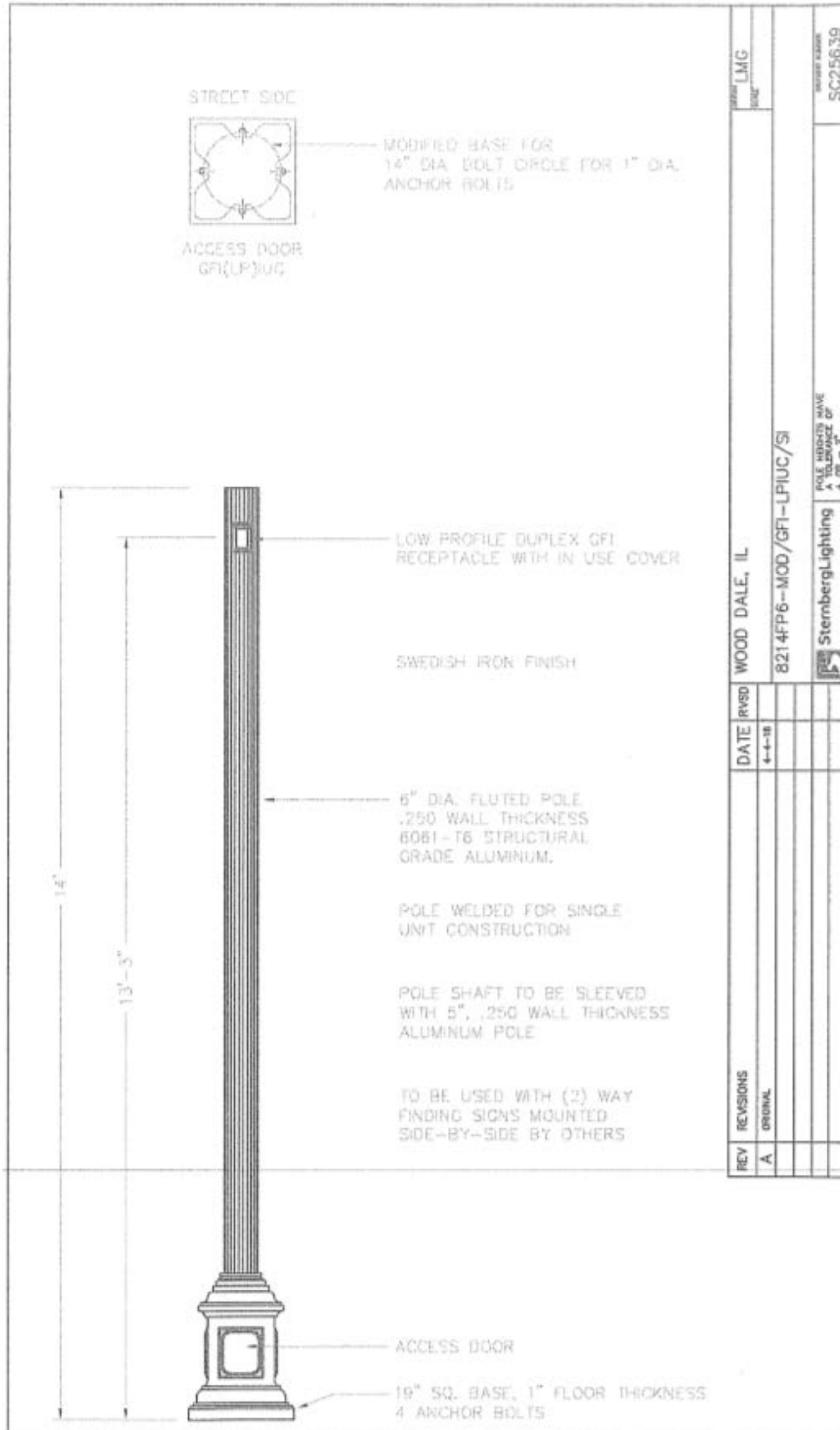


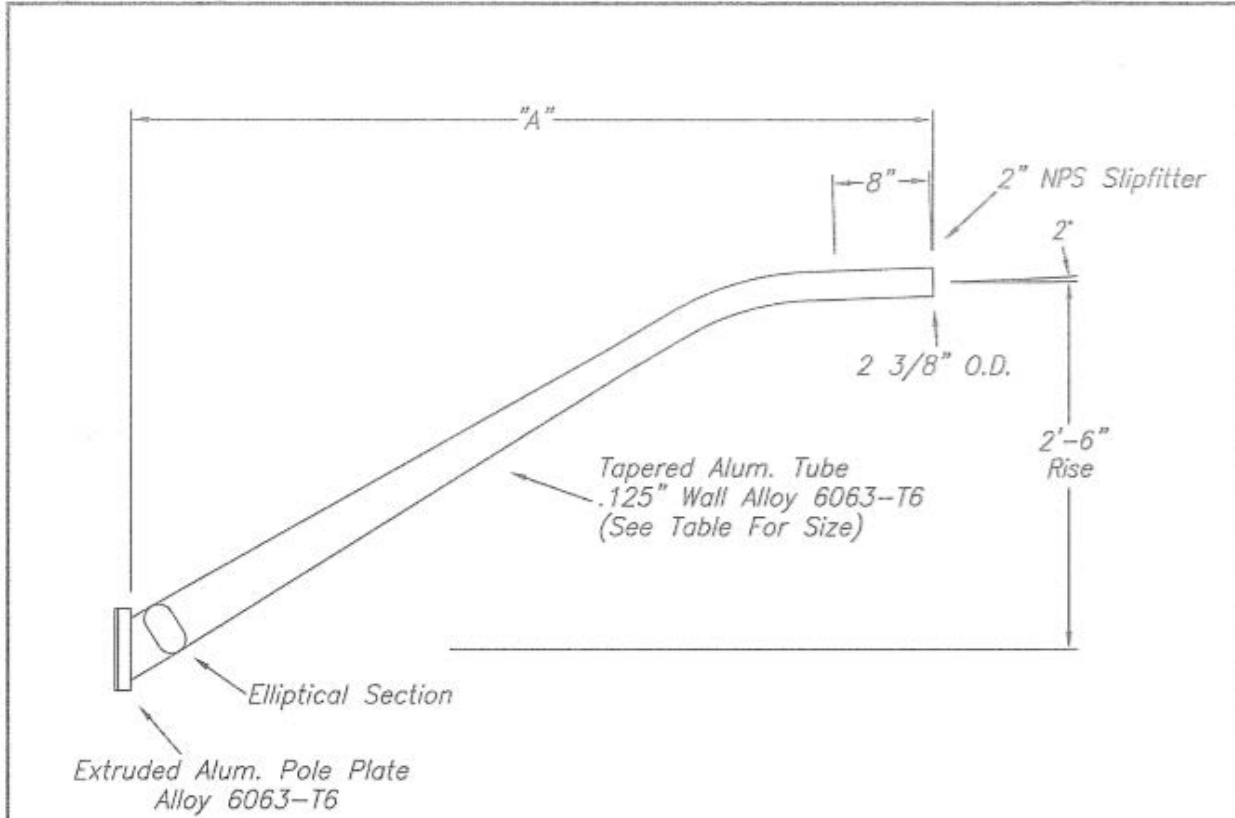












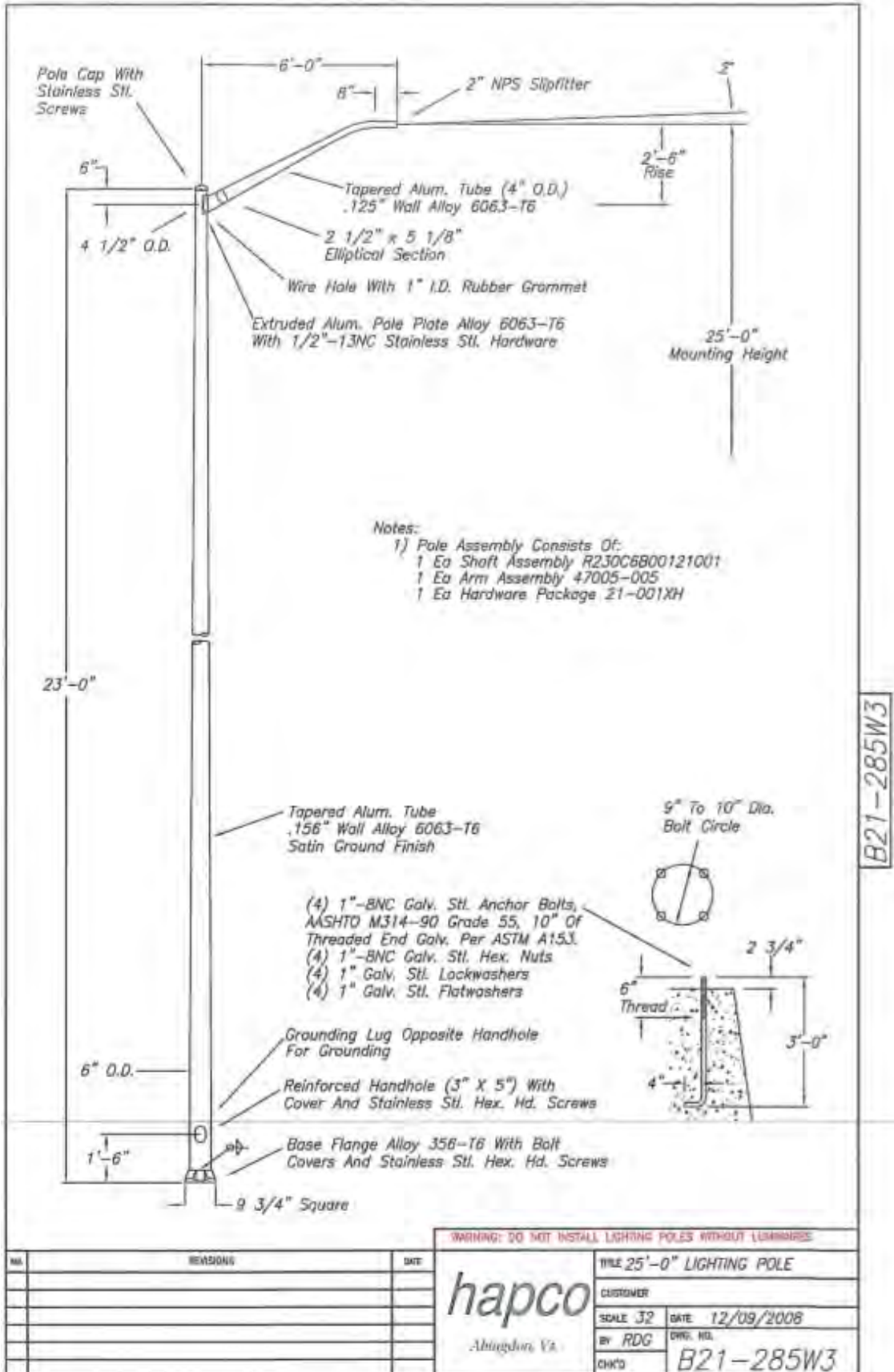
Item No.	A	Tube Size	Max. Lum. Wt. @ Cq=Length+1 Ft.
50004-001	3'-6"	3 1/2" O.D.	75#
50004-002	5'-6"	4" O.D.	71#
→ 50004-003	7'-6"	4" O.D.	52#
50004-004	9'-6"	5" O.D.	55#

Furnish The Following Stainless Steel Hardware With Each Arm:
 (4) 1/2"-13NC x 1 1/2" Long Hex. Hd. Bolts
 (4) 1/2"-13NC Hex. Nuts
 (4) 1/2" Lockwashers
 (1) 1" I.D. Rubber Grommet

NO.	REVISIONS	DATE
5	Redrawn LW	01/02

hapco
Abingdon, Va.

TITLE TAPERED ARMS (4.5" O.D. Pole)	
CUSTOMER	
SCALE NTS	DATE 10/11/66
BY LW	DWG. NO.
CHK'D	A50004



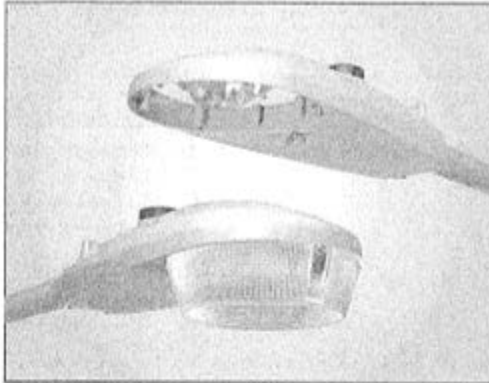
B21-285W3



Compliant with LEED® green & Green Globes® protocols for light pollution reduction

Autobahn Series ATBS Roadway & Security Lighting

PRODUCT OVERVIEW



Applications:

- Residential streets
- Parking lots
- General security lighting

Features:

OPTICAL

Same Light: Performance is comparable to 50W – 150W HPS and up to 175W Mercury Vapor roadway and security lighting luminaires.

White Light: Correlated color temperature - standard 4000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation. Unique IP66 rated LED light engines provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available distributions are Type II, III, and V roadway distributions. When used with the optional acrylic refractor the unit provides approximately 10% uplight and increased vertical foot-candles.

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected 40-60% over comparable HID luminaires.

Robust Surge Protection: Three different surge protection options provide a minimum of IEEE/ANSI C62.41 Category C (10kV/5kA) protection.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mount arm is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. The 2 – bolt clamping mechanism provides 3G vibration rating per ANSI C136.

The Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 5 pin and 7 pin receptacles optionally available.

Premium solid state locking-style photocontrol – PCSS (10 year rated life)

Extreme long life solid state locking-style photocontrol – PCL1 (20 year rated life)

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

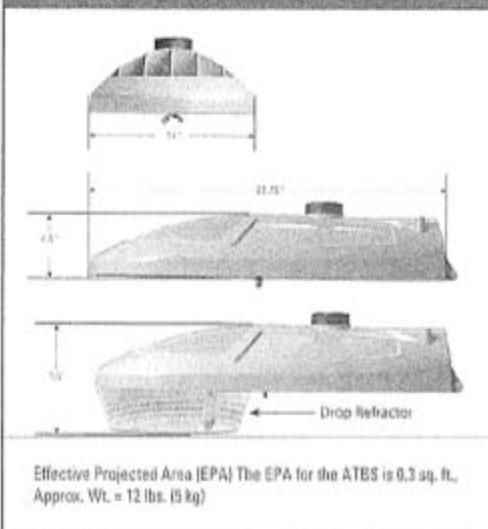
STANDARDS

Rated for -40°C to 40°C ambient

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

DIMENSIONS



Note: Specifications subject to change without notice. Actual performance may differ as a result of end-user environment and application.

© 2014-2015 Acuity Brands Lighting, Inc. 09/16/15



Autobahn Series ATBS Roadway & Security Lighting

PERFORMANCE PACKAGE

Performance Package	Distribution	Lumens	LPW	Input Watts
A	R2	1,761	98	18
	R3	1,755	98	
	R5	1,838	102	
	D2	1,685	94	
	D3	1,658	92	
	D5	1,767	98	
B	R2	2,302	96	24
	R3	2,309	96	
	R5	2,411	100	
	D2	2,203	92	
	D3	2,182	91	
	D5	2,318	97	
E	R2	3,962	102	39
	R3	3,979	102	
	R5	4,246	109	
	D2	3,791	97	
	D3	3,760	96	
	D5	4,089	105	
F	R2	4,563	93	49
	R3	4,477	91	
	R5	4,795	98	
	D2	4,366	89	
	D3	4,231	86	
	D5	4,612	94	
G	R2	5,629	88	64
	R3	6,030	85	
	R5	5,837	91	
	D2	5,386	84	
	D3	5,118	80	
	D5	5,590	87	
H	R2	6,249	87	72
	R3	6,321	88	
	R5	6,739	94	
	D2	5,979	83	
	D3	5,973	83	
	D5	6,436	89	

Note: Information shown above is based on nominal system data. Individual fixture performance may vary. Specifications subject to change without notice.



AEL Headquarters, 2029 Columbus Road, Granville, OH 43023
www.americanelectriclighting.com
© 2014-2015 Acuity Brands Lighting, Inc. All Rights Reserved. 02/16/10

Warranty Five-year limited warranty. Complete warranty terms located at www.ael.com and www.acuitybrands.com.
Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.



Qualified with DLC's 1000
hour warranty program
for LED outdoor luminaires.

Autobahn Series ATB0 Roadway Lighting

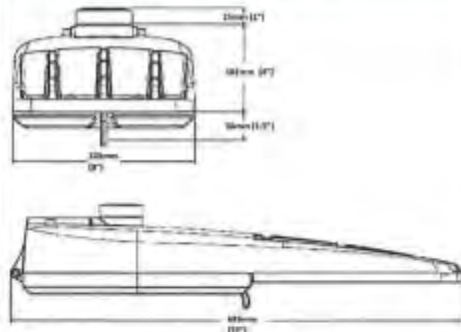
PRODUCT OVERVIEW



Applications:

- Roadways
- Off ramps
- Residential streets
- Parking lots

DIMENSIONS



Effective Projected Area (EPA): The EPA for this ATB0 is 0.75 sq. ft.
Approx. Wt. = 14 lbs.

STANDARDS

DesignLights Consortium™ (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/DPL to confirm which versions are qualified.

Color temperatures of $\leq 3000K$ must be specified for International Dark-Sky Association certification.

Rated for $-40^{\circ}C$ to $40^{\circ}C$ ambient

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Note: Specifications subject to change without notice. Actual performance may differ as a result of field-use environment and application.

© 2014-2017 Acuity Brands Lighting, Inc. ATB0 10/25/17

Features:

OPTICAL

Same Light: Performance is comparable to 70-250W HPS roadway luminaires.

White Light: Correlated color temperature = 4000K, 70 CRI minimum, 3800K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

Unique IP66 rated LED light engines provided 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing. Available in Type II, III, IV, and Y roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated $> 100,000$ hours at $25^{\circ}C$, L70. Electronic driver has an expected life of 100,000 hours at a $25^{\circ}C$ ambient.

Lower Energy: Saves an expected of 40-60% over comparable H10 luminaires.

Robust Surge Protection: Three different surge protection options provide a minimum of ANSI C136.2 10kV/5kA protection. 20kV/10kA protection is also available.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easily leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 7 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. Provides a 3G vibration rating per ANSI C136.31

Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 7 pin receptacle optionally available.

Premium solid state locking style photocontrol - PCS5 (10 year rated life) Extreme long life solid state locking style photocontrol - PCLL (20 year rated life).

Multi-level dimming available to provide scheduled dimming as specified by the customer.

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.



Autobahn Series ATB0 Roadway Lighting

PERFORMANCE PACKAGE

Performance Package	Drive Current (mA)	Input Watts	Optic	4000K CCT		LLD @ 25°C		
				Delivered Lumens	Efficacy (LPW)	50k Hours	75k Hours	100k Hours
108	700	25	R2	2994	120	0.98	0.98	0.97
	1000	37		4293	116	0.98	0.98	0.97
	1500	54		5688	105	0.97	0.97	0.96
	700	25	R3	3009	120	0.98	0.98	0.97
	1000	37		4313	117	0.98	0.98	0.97
	1500	54		5742	106	0.97	0.97	0.96
	700	25	R4	2992	120	0.98	0.98	0.97
	1000	37		4232	114	0.98	0.98	0.97
	1500	54		5653	105	0.97	0.97	0.96
	700	25	R5	3065	123	0.98	0.98	0.97
	1000	37		4422	120	0.98	0.98	0.97
	1500	54		5844	108	0.97	0.97	0.96
208	525	36	R2	4638	129	0.98	0.98	0.97
	700	48		5956	124	0.98	0.98	0.97
	1000	71		8506	120	0.98	0.98	0.97
	1300	87		9922	114	0.96	0.94	0.92
	1500	99		11038	111	0.95	0.92	0.90
	525	36	R3	4704	131	0.98	0.98	0.97
	700	48		6114	127	0.98	0.98	0.97
	1000	71		8606	121	0.98	0.98	0.97
	1300	87		10065	116	0.96	0.94	0.92
	1500	99		11181	113	0.95	0.92	0.90
	525	36	R4	4676	130	0.98	0.98	0.97
	700	48		6022	125	0.98	0.98	0.97
	1000	72		8589	119	0.98	0.98	0.97
	1300	87		10053	116	0.96	0.94	0.92
	1500	99		11160	113	0.95	0.92	0.90
	525	36	R5	4869	135	0.98	0.98	0.97
	700	48		6287	131	0.98	0.98	0.97
	1000	71		8880	125	0.98	0.98	0.97
1300	87	10397		120	0.96	0.94	0.92	
1500	99	11593		117	0.95	0.92	0.90	
308	700	70	R2	9174	131	0.98	0.98	0.97
	850	83		10457	126	0.98	0.98	0.97
	1000	105		12414	118	0.96	0.96	0.95
	1300	126		14964	119	0.96	0.94	0.92
	1500	145		16251	112	0.94	0.91	0.89
	700	70	R3	8893	127	0.98	0.98	0.97
	850	83		10825	130	0.98	0.98	0.97
	1000	105		12748	121	0.98	0.96	0.95
	1300	126		14850	118	0.96	0.94	0.92
	1500	145		16193	112	0.94	0.91	0.89
	700	70	R4	8971	128	0.98	0.98	0.97
	850	83		10589	128	0.98	0.98	0.97
	1000	105		12782	122	0.96	0.96	0.95
	1300	126		14889	118	0.96	0.94	0.92
	1500	145		16463	114	0.94	0.91	0.89
	700	70	R5	9329	133	0.98	0.98	0.97
	850	83		11209	135	0.98	0.98	0.97
	1000	105		13296	127	0.96	0.95	0.94
1300	126	15254		121	0.96	0.94	0.92	
1500	145	16871		116	0.94	0.91	0.89	

Note: Information shown above is based on IESNA nominal system data. Individual fixture performance may vary. To calculate 3000K lumens values, multiply the 4000K lumens by .82. Specifications subject to change without notice.

ATB0 LLD Multiplier	15°C	20°C	25°C	30°C	35°C	40°C
	1.02	1.01	1	0.98	0.97	0.95

To calculate the LLD for a temperature other than 25°C, multiply the LLD @ 25°C (shown in the performance package table) by the LLD multiplier for the selected temperature.

AEI American Electric Lighting
 AEL Headquarters, 3825 Columbus Road, Granville, OH 43023
 www.americanelectricalighting.com
 © 2014-2017 Acuity Brands Lighting, Inc. All Rights Reserved. ATB0 10/05/17

Warranty Five-year limited warranty. Complete warranty terms located at www.americanelectricalighting.com.
 Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.
 Please contact your sales representative for the latest product information.



Compliant with LEDC 2014
& Green Globe criteria
for light pollution reduction

Autobahn Series ATBM Roadway

PRODUCT OVERVIEW



Applications:

- Residential streets
- Parking lots
- High speed roadways

DIMENSIONS



STANDARDS

DesignLights Consortium™ (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/DPL to confirm which versions are qualified.

Color temperatures of $\leq 3000\text{K}$ must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Features:

OPTICAL

Same Light: Performance is comparable to 150W – 250W HPS

White Light: Correlated color temperature – 4000K, 70 CRI minimum, 3000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt deposition. Unique IP66 rated LED light engines provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available distributions are Type II, III, IV, & V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated $> 100,000$ hours at 25°C , L70.

Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected 40–60% over comparable HID luminaires.

Robust Surge Protection: Three different surge protection options provide a minimum of ANSI C136.2 10kV/5kA protection. 20kV/10kA surge protection is also available.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mount arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameters. The 2-bolt and optional 4 bolt clamping mechanisms provide 3G vibration rating per ANSI C136.

The Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Arivity designed ANSI standard 5 pin and 7 pin receptacles optionally available.

Premium solid state locking-style photocontrol – PCS5 (10 year rated life) Extreme long life solid state locking-style photocontrol – PCL1 (20 year rated life).

Extreme long life solid state locking-style photocontrol with on demand remote on/off control – PCCC (15 year rated life).

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

Autobahn Series ATBM Roadway

PERFORMANCE PACKAGE

Performance Package	Distribution	4000 K CCT			LLD @ 25°C		
		Lumens	Input Watts	LPW	50K Hours	75K Hours	100K Hours
A	R2	7,114	60	118	89	84	80
	R3	7,024		117			
	R4	6,958		116			
	R5	7,469		124			
B	R2	8,090	70	115	89	84	80
	R3	8,016		114			
	R4	7,924		113			
	R5	8528		121			
C	R2	9031	81	112	89	84	80
	R3	8,942		111			
	R4	8,827		110			
	R5	9,517		118			
D	R2	11,769	95	124	90	87	84
	R3	11,890		123			
	R4	11,534		121			
	R5	12,388		130			
E	R2	13,601	115	118	90	87	84
	R3	13,416		117			
	R4	13,323		116			
	R5	14,263		124			
F	R2	15,932	133	120	90	86	83
	R3	15,741		118			
	R4	15,476		116			
	R5	16,691		125			
G	R2	17,102	150	114	90	86	83
	R3	16,974		113			
	R4	16,835		111			
	R5	17,938		119			
H	R2	18,085	164	111	90	86	83
	R3	17,929		110			
	R4	17,439		107			
	R5	18,966		116			

Note: Information shown above is based on 4000K nominal system data. Individual fixture performance may vary. Specifications subject to change without notice.

AEL American Electric Lighting
 AEL Headquarters, 3825 Columbus Road, Granville, OH 43020
 www.americanelectrictlighting.com
 © 2014-2017 Acuity Brands Lighting, Inc. All Rights Reserved. 03/20/17

Warranty Five-year limited warranty. Complete warranty terms located at www.ael.com.
 Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

ATBM1

CITY OF WOODDALE GY3 (Reference=L59667-2)

Optical System: 0% uplight and U0 per IESNA TM-15.

Driver: High power factor of 90% minimum. Electronic driver, operating range 50/60 Hz. Auto-adjusting universal voltage input from 120 to 277 VAC rated for both application line to line or line to neutral. Class I, THD of 20% max. **Driver comes with dimming compatible 0-10 volts.**

The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built-in driver surge protection of 2.5kV (min).

Driver Options: (DMG) Integrated Feature, Dimming compatible 0-10 volts. For applicable warranty, certification and operation guide see Philips Lumec dimmable luminaire specification document for unapproved device installed by other. To get document, click on this link: [Specification document](#) or go on web site on this address: [http://www.lumec.com/Lumec3DV2/PdfWebLink/Philips Lumec dimmable luminaire specification document for unapproved device installed by other.pdf](http://www.lumec.com/Lumec3DV2/PdfWebLink/Philips%20Lumec%20dimmable%20luminaire%20specification%20document%20for%20unapproved%20device%20installed%20by%20other.pdf)

Surge Protector: Integrated Feature, Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid-State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA.

Luminaire Options: (RCD) Integrated Feature. Receptacle with 5 pins enabling dimming, can be used with a twist-lock control device or photoelectric cell or a shorting cap. Use of photocell or shorting cap is required to ensure proper illumination.

Luminaire Useful Life: Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in-situ thermal testing in accordance with UL1598 and UL8750, Philips System Reliability Tool, Philips Advance data LM-80/TM-21 data, expected to reach 100,000 + hours with >L70 lumen maintenance @ 25°C. Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors including: LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion.

CITY OF WOODDALE GY3 (Reference=L59667-2)

LED's Wattage and Lumens Values - 2019/19

Ordering Code	Total LEDs	LED current (mA)	Average system watts (W)	Type R25			Type R2M			Type R3S			Type R3M		
				delivered lumens	Efficacy (LPW)	BIG rating	delivered lumens	Efficacy (LPW)	BIG rating	delivered lumens	Efficacy (LPW)	BIG rating	delivered lumens	Efficacy (LPW)	BIG rating
RFL-145W64LED3K-G2	64	700	157	16815	111.7	B3-UD-G2	16458	110.1	B3-UD-G3	16181	118.1	B2-UD-G6	16137	117.7	B3-UD-G3
RFL-90W80LED3K-G2	80	350	93	11541	124.5	B2-UD-G2	11287	121.8	B2-UD-G2	11107	119.8	B2-UD-G2	11070	119.4	B2-UD-G2
RFL-135W80LED3K-G2	80	530	136	16501	121.7	B5-UD-G2	16251	119.1	B3-UD-G3	15977	117.1	B2-UD-G3	15924	116.7	B3-UD-G3
RFL-180W80LED3K-G2	80	700	174	21016	120.8	B3-UD-G2	20571	118.2	B3-UD-G3	20326	118.2	B2-UD-G3	20139	118.9	B3-UD-G3
RFL-160W96LED3K-G2	96	550	191	19921	123.9	B3-UD-G2	19501	121.3	B3-UD-G3	19171	119.5	B2-UD-G3	19109	118.9	B3-UD-G3
RFL-215W96LED3K-G2	96	700	207	25219	121.8	B3-UD-G3	24887	119.3	B3-UD-G3	24271	117.3	B2-UD-G4	24180	116.9	B3-UD-G3
RFL-335W96LED3K-G2	96	1050	323	35084	108.9	B4-UD-G4	34354	106.1	B4-UD-G4	33775	104.6	B3-UD-G4	33663	104.1	B4-UD-G4
RFL-190W112LED3K-G2	112	530	188	23241	122.9	B3-UD-G2	22751	121.3	B3-UD-G3	22368	119.3	B3-UD-G4	22284	118.9	B3-UD-G3
RFL-241W112LED3K-G2	112	700	243	29432	121.1	B3-UD-G3	28801	118.5	B3-UD-G3	28316	116.5	B3-UD-G4	28223	116.1	B3-UD-G4
RFL-350W112LED3K-G2	112	950	340	37731	111.1	B4-UD-G4	36935	108.8	B4-UD-G4	36513	107.0	B3-UD-G5	36193	106.6	B4-UD-G4

Ordering Code	Total LEDs	LED current (mA)	Average system watts (W)	Type 4			Type 5		
				delivered lumens	Efficacy (LPW)	BIG rating	delivered lumens	Efficacy (LPW)	BIG rating
RFL-145W64LED3K-G2	64	700	157	16210	118.2	B2-UD-G3	16851	128.0	B4-UD-G2
RFL-90W80LED3K-G2	80	350	93	11127	120.0	B2-UD-G2	11557	124.8	B4-UD-G2
RFL-135W80LED3K-G2	80	530	136	16006	117.3	B2-UD-G3	16638	121.9	B4-UD-G2
RFL-180W80LED3K-G2	80	700	174	20263	116.5	B3-UD-G4	21054	121.1	B5-UD-G3
RFL-160W96LED3K-G2	96	530	161	19207	119.3	B5-UD-G4	19987	124.2	B5-UD-G3
RFL-215W96LED3K-G2	96	700	207	24315	117.5	B3-UD-G4	25077	122.1	B5-UD-G3
RFL-335W96LED3K-G2	96	1050	323	33836	104.8	B3-UD-G5	35175	108.9	B5-UD-G4
RFL-190W112LED3K-G2	112	530	188	22408	119.5	B5-UD-G4	23295	124.2	B5-UD-G3
RFL-241W112LED3K-G2	112	700	243	28368	118.7	B3-UD-G4	29489	121.4	B5-UD-G4
RFL-350W112LED3K-G2	112	950	340	36379	107.2	B3-UD-G5	37818	111.4	B5-UD-G4

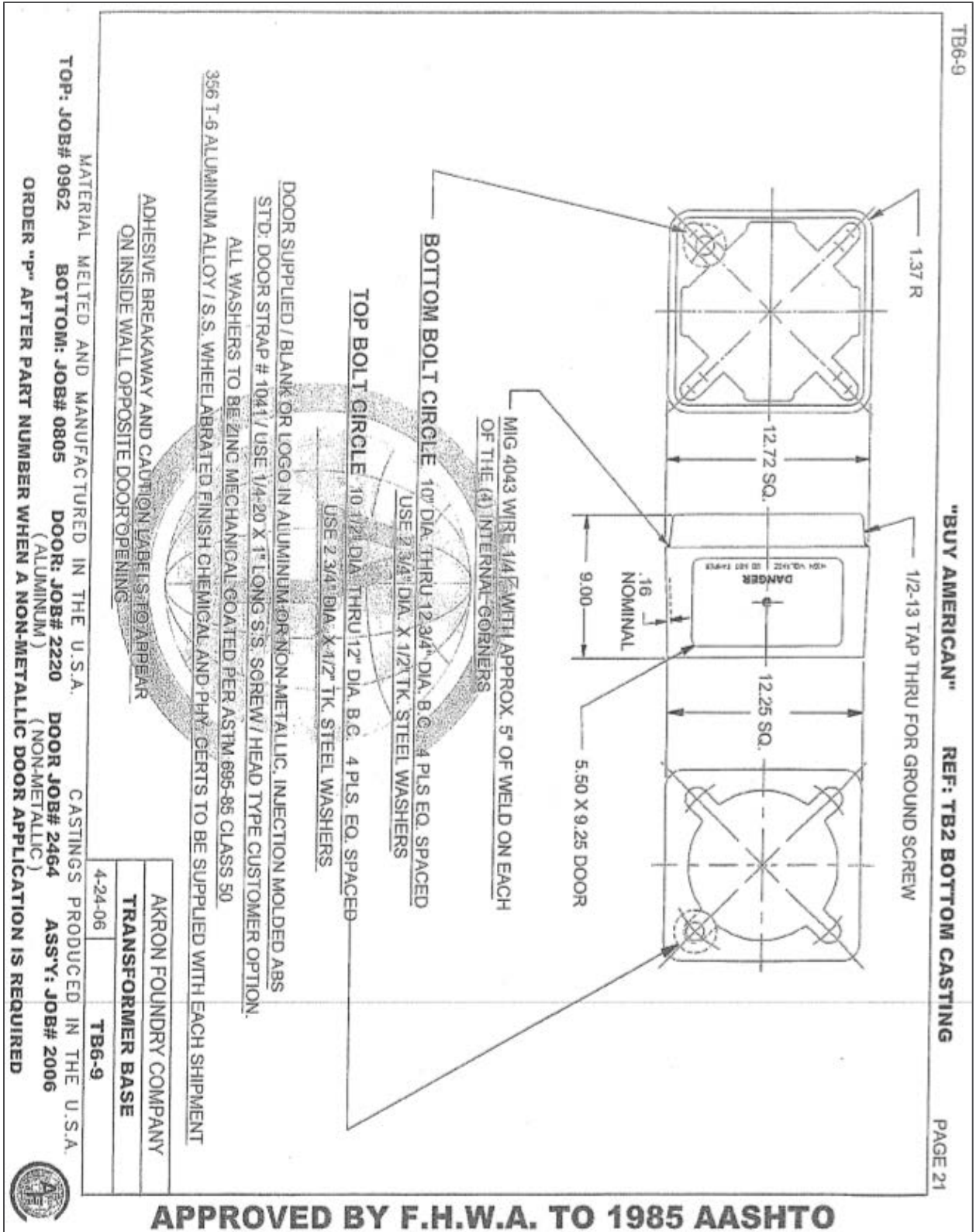
Table 4 - Lumens (delivered) vs. Power (W)

Wattage (W)	Lumens (lm)	Efficacy (lm/W)
1	1000	1000
2	2000	1000
3	3000	1000
4	4000	1000
5	5000	1000
6	6000	1000
7	7000	1000
8	8000	1000
9	9000	1000
10	10000	1000

Note: Typical color efficacy is 100 lm/W

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications: outdoorlightingapplications@philips.com
 Note: Some data may be scaled based on tests of similar, but not identical luminaires







REQUEST FOR COUNCIL ACTION

Referred to Council: December 17, 2020
Subject: Master Pole Attachment Agreement
Staff Contact: Kate Buggy, Management Analyst
Department: Administration

TITLE: A Resolution Approving a Master Pole Attachment Agreement with Chicago SSMSA Limited Partnership D/B/A/ Verizon Wireless

COMMITTEE ACTION FOLLOW-UP ITEMS

Committee Vote – Ayes 4; Nays 2; Abstentions 0; Present 1.

RECOMMENDATION:

Staff recommends approval of the master pole attachment agreement with Chicago SMSA Limited Partnership D/B/A/ Verizon Wireless.

BACKGROUND:

Verizon has approached the City regarding the collocation of small wireless telecommunication facilities in the City. The City Code currently regulates location and design of small wireless telecommunication facilities in order to protect the public health, safety, and welfare of its citizens. The City Code also authorizes the City to enter into a Master Pole Attachment Agreement with telecommunications providers for these purposes.

ANALYSIS:

The City's Master License Agreement is attached. The Council's approval of the agreement with Verizon will be contingent upon review and approval by the City Attorney and City Engineer including, but not limited to, approval of a submitted site plan as being in conformance with the City's small wireless facilities regulations and design standards.

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ Master Pole Attachment Agreement

RESOLUTION NO. R-20- 95

A RESOLUTION APPROVING A MASTER POLE ATTACHMENT AGREEMENT WITH CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS

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

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into license agreements for the use of its real property; and

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

WHEREAS, the City Code currently regulates the location and design of small wireless telecommunication facilities located in the City in order to protect the public health, safety and welfare of the Citizens of the City and authorizes the City to enter into Master Pole Attachment Agreements with telecommunications providers in order to protect the public health, safety and welfare of the Citizens of the City; and

WHEREAS, a Master Pole Attachment Agreement (hereinafter the “Agreement”) has been negotiated with Chicago SMSA Limited Partnership d/b/a Verizon Wireless, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A;” and

WHEREAS, the City Council has reviewed the Agreement and deems it in the best interests of the City and its residents to authorize execution of the Agreement on the terms set forth therein.

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

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

SECTION 2: The Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless, in substantially the same form as attached to this Resolution as Exhibit “A” is approved and accepted by the City of Wood Dale subject to City Attorney and City Engineer approval including but not limited to approval of a submitted site plan as being in conformance with the City’s Small Wireless Facilities regulations and Design Standards.

SECTION 3: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 4: The City Manager, staff and/or the City Attorney shall take the steps

necessary to put the terms and conditions of the Agreement into effect.

SECTION 5: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

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

PASSED this _____ day of December, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of December, 2020.

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement ("Agreement") made this ____ day of _____, 2020, between the City of Wood Dale, with its principal offices located at 404 N. Wood Dale Road, Wood Dale, IL 60190, hereinafter designated LICENSOR and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07320, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LICENSOR is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property; and

WHEREAS, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in the LICENSOR's Small Wireless Facilities regulations, (as now or hereafter amended) shall have the meaning provided therein; and

WHEREAS, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable.

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

WHEREAS, the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et. seq.* and Federal Communication Commission Regulations; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1) PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from duly authorized provider of such utilities, provided the location of such utilities shall be designated by LICENSOR.
- 2) PERMIT APPLICATION. For each small wireless facility, LICENSEE shall submit an application to LICENSOR for permit that includes:
 - a) Site specific structural integrity and, for LICENSOR'S utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
 - f) Certification that the collocation complies with LICENSOR's Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge.
 - g) The application fee due.
- 3) APPLICATION FEES. Application fees are subject to the following requirements:
 - a) LICENSEE shall pay an application fee of Six Hundred-Fifty and 00/100 Dollars (\$650.00) for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and Three Hundred-Fifty and 00/100 Dollars (\$350.00) for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

- b) LICENSEE shall pay an application fee of One Thousand and 00/100 Dollars (\$1,000.00) for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.
- d) LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
 - i) routine maintenance; or
 - ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies LICENSOR at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
 - iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

4) REQUIREMENTS.

- a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- b) LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond ten feet (10') of the poles existing height.
- c) LICENSEE shall install pole mounted equipment at a minimum of eight feet (8') from the ground.
- d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.
- e) LICENSEE shall paint antennas, mounting hardware, and other devices to match the structure upon which they are being mounted. In the event a color match is not possible, the color shall be black or silver.

- f) LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by LICENSEE on which devices are being installed as required by the LICENSOR.
- g) LICENSEE shall comply with all the terms and conditions of the Municipal Code, Chapter 6, Article XII, and Chapter 16, Article III, except as the provisions of either Article may conflict with Chapter 16, Article VI, in which case, the provisions of Chapter 16, Article V shall prevail and LICENSOR's Small Wireless Facilities Design Standards.
- h) LICENSEE shall comply with requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- i) LICENSEE shall comply with requirements for location of facilities as set forth in Sec. 16.315, as now or hereafter amended, concerning the location of ground-mounted equipment located in the right-of-way. As need arises, the LICENSEE may apply for a variance from any requirement, pursuant to the variance provisions set forth in Sec. 16.321.
- j) LICENSEE shall comply with Chapter 6, Article XII, as now or hereafter amended, concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, if any. As need arises, the LICENSEE may apply for a variance from any requirement, pursuant to the variance provisions set forth in Sec. 16.321.
- k) LICENSEE shall comply with Chapter 6, Article XII, and Chapter 16, Article III, as now or hereafter amended, for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- l) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with all applicable regulations relative to work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
- m) LICENSEE shall comply with the provisions of Chapter 6, Article XII and Chapter 16, Article III, as now or hereafter amended, that concern public safety.
- n) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

o) At a minimum, LICENSEE's installation shall complement existing poles in the immediate neighborhood, for purposes of design and stealth. At a minimum, each new pole or installation shall be black. Additionally, LICENSEE shall comply with design standards for decorative utility poles, or stealth, concealment, and aesthetic requirements that are identified by LICENSOR as follows:

p) _____

_____.

q)

5) APPLICATION PROCESS. LICENSOR shall process applications as follows:

a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by LICENSOR shall be processed by LICENSOR and deemed approved if LICENSOR fails to approve or deny the application within ninety (90) days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than seventy-five (75) days after the submission of a completed application. The permit shall be deemed approved on the latter of the ninetieth (90th) day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the City Code.

b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if LICENSOR fails to approve or deny the application within 120 days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application. The permit shall be deemed approved on the latter of the one hundred-twentieth (120th) day after submission of the complete application or the tenth (10th) day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the City Code.

c) LICENSOR shall approve an application unless the application does not meet the requirements of the City Code and LICENSOR's Small Wireless Facilities Design Standards.

d) If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the requirements of the City Code require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. LICENSOR must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day LICENSOR denies an application. LICENSEE may cure the deficiencies identified by LICENSOR and resubmit the revised application once within thirty (30) days after notice of denial is sent to the

applicant without paying an additional application fee. LICENSOR shall approve or deny the revised application within thirty (30) days after LICENSEE resubmits the application or it is deemed approved. However, LICENSEE must notify LICENSOR in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e) COMPLETENESS OF APPLICATION. Within thirty (30) days after receiving an application, the LICENSOR shall determine whether the application is complete and notify the applicant. If an application is incomplete, the LICENSOR shall specifically identify the missing information. An application shall be deemed complete if the LICENSOR fails to provide notification to the applicant within thirty (30) days after all documents, information and fees specifically enumerated in the LICENSOR's permit application form are submitted by the application to the LICENSOR. Processing deadlines are tolled from the time the LICENSOR sends the notice of incompleteness to the time the applicant provides the missing information.
 - f) TOLLING. The time period for applications may be further tolled by the express agreement in writing by both LICENSOR and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.
 - g) CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of LICENSOR shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to twenty-five (25) small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, LICENSOR may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. LICENSOR may issue separate permits for each collocation that is approved in a consolidated application.
- 6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within one hundred-eighty (180) days after issuance of the permit, unless LICENSOR and LICENSEE agree to extend this period or a delay is caused by make-ready work for a LICENSOR utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed three hundred-sixty (360) days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.
- 7) DURATION OF AGREEMENT. The duration of this agreement and the initial Supplement shall be for a period of (not less than five (5) years), and the agreement and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or the City Code, as now or hereafter amended.

- 8) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.
- 9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LESSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any poles pursuant to this Agreement, shall be an annual fee of \$200.00 per each wireless facility which LICENSEE attaches to LICENSOR's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.
- 10) ABANDONMENT. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned and the LICENSEE must remove the small wireless facility within 90 days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.
- The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless facility is not removed within ninety (90) days of such notice, LICENSOR may remove or cause the removal of such facility and charge said costs to the LICENSEE.
- LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than thirty (30) days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.
- 11) CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within sixty (60) days, of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rental for the effected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.

- 12) MAKE READY TERMS. LICENSOR shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan. Fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within sixty (60) days of written acceptance of the good-faith estimate by the LICENSOR at the LICENEE's sole cost and expense.
- 13) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in the City Code, as now or hereafter amended. The good-faith estimate of the person owning or controlling LICENSOR's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.
- 14) NO AERIAL FACILITIES. For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, include pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within sixty (60) days of written acceptance of the good-faith estimate by LICENEE at LICENEE's sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the LICENSOR's utility pole to be replaced to support the requested collocation, LICENSOR may require LICENEE to replace LICENSOR's utility pole at LICENEE's sole cost and expense.
- 15) GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENEE may terminate this Agreement by giving written notice to the other party specifying the date of

termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.

- 16) ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall secure a separate meter. so that the LICENSEE shall pay the utility directly for its power consumption. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.

- 17) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. Such temporary power source shall be operated in such fashion as not to unduly interrupt the peaceful enjoyment of adjacent properties. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.

- 18) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 23 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.

19) INSURANCE. LICENSEE shall carry, at LICENSEE's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance with respect to its activities on LICENSOR improvements or rights-of-way to afford LICENSEE agrees that at its own cost and expense, the insurance set forth in the City's Master Fee Schedule.

LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures it is not required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. If LICENSEE elects to self-insure it shall provide to LICENSOR evidence sufficient to demonstrate LICENSEE'S financial ability to self-insure the insurance coverage and limits required by LICENSOR.

20) INDEMNIFICATION. LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR'S improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

21) REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

22) RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.

23) NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:
City Manager
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60190

Copy to:
Bond, Dickson & Conway
400 S. Knoll Street, Unit C
Wheaton, IL 60187

LICENSEE:
Chicago SMSA Limited Partnership d/b/a Verizon Wireless
One Verizon Way, Mail Stop 4AW100
Basking Ridge, New Jersey, 07320

Copy to:
Name
Company
Address
City, State Zip

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

25) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed ninety (90) days, as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party

subsequent to the thirty (30) day cure period, as potentially extended to ninety (90) days based on circumstances.

- 26) **REMEDIES.** In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.
- 27) **APPLICABLE LAWS.** During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).
- 28) **BOND.** LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR as set forth in the Master Fee Schedule to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than thirty (30) days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so.
- 29) **MISCELLANEOUS.** This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.
- 30) **EXECUTION IN COUNTERPARTS.** This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

31) AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

**CITY OF WOOD DALE,
an Illinois Municipal Corporation**

BY: _____

Name: Annunziato Pulice

Title: Mayor

Date: _____

LICENSEE:

**Chicago SMSA Limited Partnership d/b/a Verizon Wireless,
an Illinois limited partnership,**

BY: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement ("Supplement"), is made this ____ day of _____, _____, between **the City of Wood Dale**, whose principal place of business is 404 N. Wood Dale Road, Wood Dale, IL 60190, ("LICENSOR"), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07320 ("LICENSEE").

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the City of Wood Dale and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07320, dated _____, 20____, ("Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement (note – Supplement should govern because there may be some site specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms) shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The Property owned by LICENSOR is located in the City of Wood Dale. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.
4. **Consideration.** Rent under this Supplement shall be Two Hundred and 00/100 Dollars (\$200.00) per year, payable to LICENSOR c/o City Manager, City of Wood Dale, 404 N. Wood Dale Road, Wood Dale, IL 60190. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

**City of Wood Dale,
an Illinois Municipal Corporation**

BY:

Name: Annunziato Pulice

Title: Mayor

Date: _____

LICENSEE

BY:

Name: _____

Title: _____

Date: _____

EXHIBIT 1
Premises

(see attached site plans)



REQUEST FOR COUNCIL ACTION

Referred to Council: December 17, 2020
Subject: FY21 Road Program Final Payment
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of Final Payment to Brothers Asphalt Paving, Inc. for the FY 21 Capital Road Program in an Amount of \$16,920.53

COMMITTEE ACTION FOLLOW-UP ITEMS:

N/A

RECOMMENDATION:

Staff Recommends Approval of Final Payment to Brothers Asphalt Paving, Inc. for the FY 21 Capital Road Program in an Amount of \$16,920.53.

BACKGROUND:

The City Council previously awarded a contract for the FY 21 Capital Roads Program to Brothers Asphalt Paving, Inc. in an amount not to exceed \$570,028.49. The project included road resurfacing, curb and gutter replacement, as well as sidewalk and ADA upgrades to the following streets:

- Spring Oaks Drive from Wood Dale Road to Cedar Avenue
- Grove Street from Center Street to School Street
- Orchard Drive from Grove Road to end
- Florina Court from Wood Dale Road to end
- Elmhurst Street from Edgewood Avenue to eastern City limits
- Apollo Court from Roy Drive to end
- Roy Drive from Welter Drive to Robin Lane

Baxter & Woodman provided construction oversight on the project. The project is now complete including all landscaping restorations. A 1-year labor and materials warranty is included.

ANALYSIS:

Change Order No. 1 was approved by Council on July 16, 2020 in an amount of \$26,610.50 bringing the total contract value to \$596,638.99. Reductions in actual quantities used led to a final contract value of \$407,164.65 nearly \$190,000 in savings. Staff had budgeted \$650,000 within the CIP for road resurfacing for FY21.

DOCUMENTS ATTACHED

- ✓ Baxter & Woodman LOR
- ✓ Engineers Final Pay Estimate
- ✓ Request for Approval of Change
- ✓ Brothers Asphalt Final Invoice
- ✓ Final Waivers of Lien

December 8, 2020

Mr. Alan Lange
Director of Public Works
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

RECOMMENDATION FOR FINAL PAYMENT

Subject: City of Wood Dale – 2020 Street Improvements

Dear Alan:

This is to recommend that Brothers Asphalt Paving, Inc. is entitled to a final payment in the amount of \$16,920.53 for work completed in connection with the subject project as shown by the attached Contractor's Payment Estimate No. 2 and Final.

The Contractor's Invoice, Certified Payroll, Final Waiver of Lien, and Contractor's Affidavit are included in this submittal and appear to be satisfactory. Please keep these copies for your records. All work for items requested have been completed.

The following is our opinion of the final amount now due and payable to Brothers Asphalt Paving, Inc in accordance with the terms of the Construction Contract Documents for the Project:

Contract Value per Change Order 1	\$	596,638.99
Final Contract Value	\$	407,164.65
Previous Payments and Credits	\$	390,244.12
Amount Due for Payment No. 2 and Final	\$	16,920.53

If you have any questions regarding the above, please contact us.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Stephen Wegner, PE
Construction Department Manager



Route 2020 Street Improvements
 County DuPage
 Local Agency City of Wood Dale
 Section N/A

Engineer's Final Payment Estimate

Estimate No. 2 and Final Date of Completion 2-Nov-20
 Payable To: Name Brothers Asphalt Paving Inc.
 Address 315 S. Stewart Ave. Addison, IL. 60101

Items	Awarded*		Added Quantity	Deducted Quantity	Completed		
	Quantity	Values			Quantity	Unit Price	Values
Totals from previous page							
REM & DISP UNS MATL	345.00	\$13,800.00		345.00	0.00	\$ 40.00	\$0.00
AGG SUBGRADE IMPROVE	345.00	\$10,350.00		345.00	0.00	\$ 30.00	\$0.00
GEOTECH FAB F/GR STAB	1,035.00	\$2,504.70		1035.00	0.00	\$ 2.42	\$0.00
SUPPLEMENTAL WATERING	15.00	\$1,545.00		15.00	0.00	\$ 103.00	\$0.00
INLET FILTERS	63.00	\$9,733.50		4.00	59.00	\$ 154.50	\$9,115.50
AGG BASE CSE B 4	335.00	\$1,507.50		335.00	0.00	\$ 4.50	\$0.00
PREPARATION OF BASE	5,847.00	\$5,847.00		633.00	5214.00	\$ 1.00	\$5,214.00
AGGREGATE BASE REPAIR	322.00	\$6,440.00		322.00	0.00	\$ 20.00	\$0.00
BIT MATLS TACK CT	11,690.00	\$116.90	8170.00		19860.00	\$ 0.01	\$198.60
HMA SURF REM BUTT JT	992.00	\$2,976.00		766.22	225.78	\$ 3.00	\$677.34
LEV BIND MM N50	658.00	\$51,324.00		156.93	501.07	\$ 78.00	\$39,083.46
HMA BC IL-19.0 N50	875.00	\$65,625.00		131.15	743.85	\$ 75.00	\$55,788.75
HMA SC "D" N50	1,840.00	\$139,840.00		170.55	1669.45	\$ 76.00	\$126,878.20
PCC SIDEWALK 5 INCH	2,976.00	\$16,844.16		1420.50	1555.50	\$ 5.66	\$8,804.13
DETECTABLE WARNINGS	72.00	\$1,854.00	36.00		108.00	\$ 25.75	\$2,781.00
HMA SURF REM 2 1/4	11,419.00	\$22,838.00	6.00		11425.00	\$ 2.00	\$22,850.00
HMA SURF REM (FULL DEPTH)	5,847.00	\$26,311.50		633.00	5214.00	\$ 4.50	\$23,463.00
SIDEWALK REMOVAL	2,976.00	\$3,809.28		1420.50	1555.50	\$ 1.28	\$1,991.04
PIPE UNDERDRAINS 4"	300.00	\$8,343.00		300.00	0.00	\$ 27.81	\$0.00
GRATES, TYPE 11	1.00	\$494.40		1.00	0.00	\$ 494.40	\$0.00
MOBILIZATION	1.00	\$6,674.00		1.00	1.00	\$ 6,674.00	\$6,674.00
NON-SPECIAL WASTE DISPOSAL	40.00	\$3,000.00		40.00	0.00	\$ 75.00	\$0.00
SOIL DISPOSAL ANALYSIS (SPECIAL)	1.00	\$2,000.00		1.00	1.00	\$ 2,000.00	\$2,000.00
TC&P STD 701501	1.00	\$4,120.00		1.00	1.00	\$ 4,120.00	\$4,120.00
TC&P STD 701801	1.00	\$721.00		1.00	1.00	\$ 721.00	\$721.00
SHORT TERM PAVT MKING	134.00	\$268.00		134.00	0.00	\$ 2.00	\$0.00
SHRT TRM PAVT MK REM	134.00	\$268.00		134.00	0.00	\$ 2.00	\$0.00
THPL PVT MK LINE 6	692.00	\$1,958.36		154.00	538.00	\$ 2.83	\$1,522.54
THPL PVT MK LINE 24	134.00	\$1,518.22		10.00	124.00	\$ 11.33	\$1,404.92
TEMP ACCESS (PRIV ENT)	103.00	\$2,060.00		65.00	38.00	\$ 20.00	\$760.00
TEMP ACCESS (ROAD)	14.00	\$700.00		14.00	0.00	\$ 50.00	\$0.00
SAN MG ADJ	8.00	\$3,914.00		8.00	0.00	\$ 489.25	\$0.00
FRAMES AND LIDS TO BE ADJUSTED	34.00	\$29,767.00		17.00	17.00	\$ 875.50	\$14,883.50
PARKWAY RESTORATION (SEEDING)	715.00	\$5,891.60		207.00	508.00	\$ 8.24	\$4,185.92
HMA DRIVE SURF REM & REPL	72.00	\$2,520.00		55.00	17.00	\$ 35.00	\$595.00
PORTLAND CEMENT CONCRETE	327.00	\$19,701.75		235.20	91.80	\$ 60.25	\$5,530.95
BRICK DRIVE PAVE REM & REPL	6.00	\$803.40		6.00	0.00	\$ 133.90	\$0.00
CL D PATCH T1 6	117.00	\$4,680.00		117.00	0.00	\$ 40.00	\$0.00
CL D PATCH T2 6	117.00	\$4,680.00		117.00	0.00	\$ 40.00	\$0.00
CL D PATCH T3 6	232.00	\$9,280.00		232.00	0.00	\$ 40.00	\$0.00
CL D PATCH T4 6	420.00	\$16,800.00		154.80	265.20	\$ 40.00	\$10,608.00
COMB CONC C&G REM & REPL	1,295.00	\$40,015.50		145.00	1150.00	\$ 30.90	\$35,535.00
TEMP INFORMATION SIGNING	234.00	\$2,651.22		234.00	0.00	\$ 11.33	\$0.00
CASH ALLOWANCE	20,000.00	\$20,000.00		20000.00	0.00	\$ 1.00	\$0.00
CONNECT TO EXISTING STRUCT	1.00	\$348.00		1.00	1.00	\$ 348.00	\$348.00
INLET TY A T 1 OL	2.00	\$5,560.00		2.00	2.00	\$ 2,780.00	\$5,560.00
4" T CONNECTION W CO	2.00	\$1,946.00		1.00	1.00	\$ 973.00	\$973.00
8" PVC 2241 SEWER	280.00	\$12,740.00		256.00	24.00	\$ 45.50	\$1,092.00
4" PVC 2241 SEWER	30.00	\$834.00		16.00	14.00	\$ 27.80	\$389.20
TRENCH BACKFILL	85.00	\$2,125.00		17.30	67.70	\$ 25.00	\$1,692.50
Total Awarded Values		\$599,648.99			Total Completed Values		\$395,440.55



**Illinois Department
of Transportation**

**Request for Approval
of Change in Plans**

Date: November 2, 2020
 Request No. 2 Final
 Contractor: Brothers Asphalt Paving Inc.
 Address: 315 S. Stewart Ave. Addison, IL. 60101

County DuPage
 Local Agency City of Wood Dale
 Section No. N/A

I recommend that this deduction be made from the above contract.
 (addition, extension, deduction) (to, from)

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Items Description	Unit	Quantity	Unit Price	A/D	Additions	Deductions
REM & DISP UNS MATL	CU YD	-345.00	\$ 40.00	D		\$ (13,800.00)
AGG SUBGRADE IMPROVE	CU YD	-345.00	\$ 30.00	D		\$ (10,350.00)
GEOTECH FAB F/GR STAB	SQ YD	-1035.00	\$ 2.42	D		\$ (2,504.70)
SUPPLEMENTAL WATERING	UNIT	-15.00	\$ 103.00	D		\$ (1,545.00)
INLET FILTERS	EACH	-4.00	\$ 154.50	D		\$ (618.00)
AGG BASE CSE B 4	SQ YD	-335.00	\$ 4.50	D		\$ (1,507.50)
PREPARATION OF BASE	SQ YD	-633.00	\$ 1.00	D		\$ (633.00)
AGGREGATE BASE REPAIR	TON	-322.00	\$ 20.00	D		\$ (6,440.00)
BIT MATLS TACK CT	POUND	8170.00	\$ 0.01	A	\$ 81.70	
HMA SURF REM BUTT JT	SQ YD	-766.22	\$ 3.00	D		\$ (2,298.66)
LEV BIND MM N50	TON	-156.93	\$ 78.00	D		\$ (12,240.54)
HMA BC IL-19.0 N50	TON	-131.15	\$ 75.00	D		\$ (9,836.25)
HMA SC "D" N50	TON	-170.55	\$ 76.00	D		\$ (12,961.80)
PCC SIDEWALK 5 INCH	SQ FT	-1420.50	\$ 5.66	D		\$ (8,040.03)
DETECTABLE WARNINGS	SQ FT	36.00	\$ 25.75	A	\$ 927.00	
HMA SURF REM 2 1/4	SQ YD	6.00	\$ 2.00	A	\$ 12.00	
HMA SURF REM (FULL DEPTH)	SQ YD	-633.00	\$ 4.50	D		\$ (2,848.50)
SIDEWALK REMOVAL	SQ FT	-1420.50	\$ 1.28	D		\$ (1,818.24)
PIPE UNDERDRAINS 4"	FOOT	-300.00	\$ 27.81	D		\$ (8,343.00)
GRATES, TYPE 11	EACH	-1.00	\$ 494.40	D		\$ (494.40)
NON-SPECIAL WASTE DISPOSAL	CU YD	-40.00	\$ 75.00	D		\$ (3,000.00)
SHORT TERM PAVT MKING	FOOT	-134.00	\$ 2.00	D		\$ (268.00)
SHRT TRM PAVT MK REM	SQ FT	-134.00	\$ 2.00	D		\$ (268.00)
THPL PVT MK LINE 6	FOOT	-154.00	\$ 2.83	D		\$ (435.82)
THPL PVT MK LINE 24	FOOT	-10.00	\$ 11.33	D		\$ (113.30)
TEMP ACCESS (PRIV ENT)	EACH	-65.00	\$ 20.00	D		\$ (1,300.00)
TEMP ACCESS (ROAD)	EACH	-14.00	\$ 50.00	D		\$ (700.00)
SAN MG ADJ	EACH	-8.00	\$ 489.25	D		\$ (3,914.00)
FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	-17.00	\$ 875.50	D		\$ (14,883.50)
PARKWAY RESTORATION (SEEDING)	SQ YD	-207.00	\$ 8.24	D		\$ (1,705.68)
HMA DRIVE SURF REM & REPL	SQ YD	-55.00	\$ 35.00	D		\$ (1,925.00)
PORTLAND CEMENT CONCRETE DRIVEWAY PA	SQ YD	-235.20	\$ 60.25	D		\$ (14,170.80)
BRICK DRIVE PAVE REM & REPL	SQ YD	-6.00	\$ 133.90	D		\$ (803.40)
CL D PATCH T1 6	SQ YD	-117.00	\$ 40.00	D		\$ (4,680.00)
CL D PATCH T2 6	SQ YD	-117.00	\$ 40.00	D		\$ (4,680.00)
CL D PATCH T3 6	SQ YD	-232.00	\$ 40.00	D		\$ (9,280.00)
Total Changes Page 1:					\$ 1,020.70	\$ (158,407.12)

Items Description	Unit	Quantity	Unit Price	A/D	Additions	Deductions
CL D PATCH T4 6	SQ YD	-154.80	\$ 40.00	D		\$ (6,192.00)
COMB CONC C&G REM & REPL	FOOT	-145.00	\$ 30.90	D		\$ (4,480.50)
TEMP INFORMATION SIGNING	SQ FT	-234.00	\$ 11.33	D		\$ (2,651.22)
CASH ALLOWANCE	DOLLAR	-20000.00	\$ 1.00	D		\$ (20,000.00)
4" T CONNECTION W CO	EACH	-1.00	\$ 973.00	D		\$ (973.00)
8" PVC 2241 SEWER	FOOT	-256.00	\$ 45.50	D		\$ (11,648.00)
4" PVC 2241 SEWER	FOOT	-16.00	\$ 27.80	D		\$ (444.80)
TRENCH BACKFILL	CU YD	-17.30	\$ 25.00	D		\$ (432.50)
AUP 10" X 8" T Connection	EACH	1.00	\$ 910.00	A	\$ 910.00	
AUP SAWCUTTING	FOOT	24.00	\$ 7.15	A	\$ 171.60	
AUP 10" PVC 2241 SEWER	FOOT	258.00	\$ 41.25	A	\$ 10,642.50	
Total Changes Page 2:					\$ 11,724.10	\$ (46,822.02)

Total Net Change: \$ (192,484.34)
Amount of Original Contract: \$ 570,028.49
Amount of Previous Change Orders: \$ 26,610.50
Amount of adjusted/final contract: \$ 407,164.65
Total net deduction to date \$ (165,873.84) which is -29.10 % of Contract Price
(addition, deduction)

State fully the nature and reason for the change Quantities represent the actual amounts needed to complete this project.

When the net increase or decrease in the cost of the contract is \$10,000 or more or, the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

<input type="checkbox"/>	The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
<input checked="" type="checkbox"/>	The undersigned has determined that the change is germane to the original contract as signed.
<input type="checkbox"/>	The undersigned has determined that this change is in the best interest of the local agency and is authorized by law

Prepared By: Stephen Wegner
Project Manager
Title of Preparer

For Municipal Projects
Municipal Officer
Title of Municipal Officer
Date

Brothers Asphalt Paving, Inc.

Invoice

DATE	INVOICE #
11/13/2020	34865

BILL TO

City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

PROJECT

2020 Street Improvements
Pay Estimate #2 Final

ITEM #	QTY	UNIT	DESCRIPTION	RATE	AMOUNT
1	0	CY	Removal and Disposal of Unsuitable Material	40.00	0.00
2	0	CY	Aggregate Subgrade Improvement	30.00	0.00
3	0	SY	Geotechnical Fabric for Ground Stabilization	2.42	0.00
4	0	UN	Supplemental Watering	103.00	0.00
5	59	EA	Inlet Filters	154.50	9,115.50
6	0	SY	Aggregate Base Course, Type B 4"	4.50	0.00
7	5,214	SY	Preparation of Base	1.00	5,214.00
8	0	TON	Aggregate Base Repair	20.00	0.00
9	19,860	LB	Bituminous Materials (Tack Coat)	0.01	198.60
10	225.78	SY	Hot-Mix Asphalt Surface Removal - Butt Joint	3.00	677.34
11	501.07	TON	Leveling Binder (Machine Method), N50	78.00	39,083.46
12	743.85	TON	Hot-Mix Asphalt Binder Course, IL-19.0, N50	75.00	55,788.75
13	1,669.45	TON	Hot-Mix Asphalt Surface Course, Mix "D", N50	76.00	126,878.20
14	1,555.5	SF	Portland Cement Concrete Sidewalk 5 Inch	5.66	8,804.13
15	108	SF	Detectable Warnings	25.75	2,781.00
16	11,425	SY	Hot-Mix Asphalt Surface Removal 2.25"	2.00	22,850.00
17	5,214	SY	Hot-Mix Asphalt Surface Removal (Full Depth)	4.50	23,463.00
18	1,555.5	SF	Sidewalk Removal	1.28	1,991.04
19	0	FT	Pipe Underdrains 4"	27.81	0.00
20	0	EA	Grates, Type 11	494.40	0.00
21	1	LS	Mobilization	6,674.00	6,674.00
22	0	CY	Non-Special Waste Disposal	75.00	0.00
23	1	LS	Soil Disposal Analysis (Special)	2,000.00	2,000.00
24	1	LS	Traffic Control and Protection, Standard 701501	4,120.00	4,120.00
25	1	LS	Traffic Control and Protection, Standard 701801	721.00	721.00

	Total
--	--------------

Brothers Asphalt Paving, Inc.

Invoice

DATE	INVOICE #
11/13/2020	34865

BILL TO

City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

PROJECT

2020 Street Improvements
Pay Estimate #2 Final

ITEM #	QTY	UNIT	DESCRIPTION	RATE	AMOUNT
26	0	FT	Short Term Pavement Marking	2.00	0.00
27	0	SF	Short Term Pavement Marking Removal	2.00	0.00
28	538	FT	Thermoplastic Pavement Marking - Line 6"	2.83	1,522.54
29	124	FT	Thermoplastic Pavement Marking - Line 24"	11.33	1,404.92
30	38	EA	Temporary Access (Private Entrance)	20.00	760.00
31	0	EA	Temporary Access (Road)	50.00	0.00
32	0	EA	Sanitary Manholes to be Adjusted	489.25	0.00
33	17	EA	Frames and Lids to be Adjusted (Special)	875.50	14,883.50
34	508	SY	Parkway Restoration (Seeding)	8.24	4,185.92
35	17	SY	Hot-Mix Asphalt Driveway Surface Removal and Replacement	35.00	595.00
36	91.8	SY	Portland Cement Concrete Driveway Pavement Removal and Replacement 6"	60.25	5,530.95
37	0	SY	Brick Driveway Pavement Removal and Replacement	133.90	0.00
38	0	SY	Class D Patches, Type I, 6 Inch	40.00	0.00
39	0	SY	Class D Patches, Type II, 6 Inch	40.00	0.00
40	0	SY	Class D Patches, Type III, 6 Inch	40.00	0.00
41	265.2	SY	Class D Patches, Type IV, 6 Inch	40.00	10,608.00
42	1,150	FT	Combination Concrete Curb and Gutter Removal and Replacement	30.90	35,535.00
43	0	SF	Temporary Information Signing	11.33	0.00
44	0	Dollar	Cash Allowance	1.00	0.00
AUP 1	1	EA	Connect to Exist Struct	348.00	348.00
AUP 1	2	EA	Inlet Ty A T 1 OL	2,780.00	5,560.00
AUP 1	1	EA	4" T Connection w/ CO	973.00	973.00

Total

Brothers Asphalt Paving, Inc.

Invoice

DATE	INVOICE #
11/13/2020	34865

BILL TO

City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

PROJECT

2020 Street Improvements
Pay Estimate #2 Final

ITEM #	QTY	UNIT	DESCRIPTION	RATE	AMOUNT
AUP 2	258	FT	10" PVC 2241 Sewer	41.25	10,642.50
AUP 1	24	FT	8" PVC 2241 Sewer	45.50	1,092.00
AUP 1	14	FT	4" PVC 2241 Sewer	27.80	389.20
AUP 1	67.7	CY	Trench Backfill	25.00	1,692.50
AUP 3	1	EA	10X8 Tee Connection	910.00	910.00
AUP 3	24	LF	Saw-Cutting	7.15	171.60
	1	LS	Less Previously Paid	-390,244.12	-390,244.12

	Total	\$16,920.53
--	--------------	--------------------

FINAL WAIVER OF LIEN

STATE OF ILLINOIS) SS
 COUNTY OF DUPAGE

Gty# _____
 Escrow# _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by CITY OF WOODDALE
 to furnish 2020 STREET IMPROVEMENTS
 for the premises known as VARIOUS LOCATIONS
 of which CITY OF WOODDALE is the owner.

THE undersigned, for and in consideration of SIXTEEN THOUSAND NINE HUNDRED TWENTY AND 53/100
\$16,920.53 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and
 release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said
 above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds
 or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore
 furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 11/19/2019 COMPANY NAME BROTHERS ASPHALT PAVING, INC.
 ADDRESS 315 S. STEWART AVENUE, ADDISON, IL 60101

SIGNATURE AND TITLE  PRESIDENT

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS) SS
 COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, NATALIA COLELLA BEING DULY SWORN, DEPOSES
 AND SAYS THAT HE OR SHE IS PRESIDENT OF
BROTHERS ASPHALT PAVING, INC. WHO IS THE CONTRACTOR FOR THE
2020 STREET IMPROVEMENTS WORK ON THE BUILDING LOCATED AT
VARIOUS LOCATIONS OWNED BY
CITY OF WOODDALE

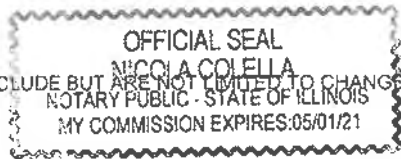
That the total amount of the contract including extras* is \$407,164.65 on which he or she has received payment of
\$390,244.12 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and
 that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who
 have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material
 entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material
 required to complete said work according to plans and specifications.

Names	What For	Contract Price	Amount Paid	This Payment	Balance Due
BROTHERS ASPHALT PAVING, INC.	LABOR & MATERIALS	\$179,379.49	\$176,041.36	\$3,338.13	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
IMPRESSIVE CONSTRUCTION, INC.	LABOR & MATERIALS	\$52,961.25	\$49,429.15	\$3,532.10	\$0.00
MAINTENANCE COATINGS CO.	LABOR & MATERIALS	\$2,843.50	\$2,701.32	\$142.18	\$0.00
RELIABLE LANDSCAPING, LLC	LABOR & MATERIALS	\$4,064.00	\$3,860.80	\$203.20	\$0.00
UNO CONSTRUCTION CO. INC.	LABOR & MATERIALS	\$20,025.88	\$17,715.49	\$2,310.39	\$0.00
SMITH MAINTENANCE COMPANY	LABOR & MATERIALS	\$4,700.00	\$4,466.00	\$235.00	\$0.00
ALLIED ASPHALT	MATERIALS	\$143,190.63	\$136,031.00	\$7,159.63	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$407,164.65	\$390,244.12	\$16,920.53	\$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or
 other work of any kind done or to be done upon or in connection with said work other than above stated.

Date 11/19/2019 Signature 

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19th DAY OF November, 2019




 Notary Public

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

WAIVER OF LIEN TO DATE



STATE OF ILLINOIS

Cty #

COUNTY OF DUPAGE

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by BROTHERS ASPHALT PAVING CO. to furnish CONCRETE WORK for the premises known as 2020 STREET IMPROVEMENTS, WOODDALE, IL of which CITY OF WOODDALE is the owner.

THE undersigned, for and in consideration of FORTY-NINE THOUSAND FOUR HUNDRED TWENTY-NINE & 15/100 (\$49,429.15) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 10-21-20 COMPANY NAME IMPRESSIVE CONSTRUCTION, INC.

ADDRESS 728 NORTH HARVARD, VILLA PARK, IL 60181

SIGNATURE AND TITLE Anna R. Dalesio - President

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) ANNA R. D'ALESIO BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) IMPRESSIVE CONSTRUCTION INC. WHO IS THE CONTRACTOR FURNISHING CONCRETE WORK ON THE BUILDING LOCATED AT 2020 STREET IMPROVEMENTS, WOODDALE, IL OWNED BY CITY OF WOODDALE

That the total amount of the contract including extras* is \$17,452.00 on which he or she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Table with 6 columns: NAMES AND ADDRESSES, WHAT FOR, CONTRACT PRICE INCLDNG EXTRAS*, AMOUNT PAID, THIS PAYMENT, BALANCE DUE. Rows include IMPRESSIVE CONSTRUCTION, INC. and PRAIRIE MATERIAL SALES.

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 10-21-20 SIGNATURE: Anna R. Dalesio

SUBSCRIBED AND SWORN TO BEFORE ME THIS 21st DAY OF October, 2020

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Notary Public signature and title: Anna Luisa Russo



WAIVER OF LIEN

MATERIALS OR LABOR-UNDER ACT OF 1903

FINAL WAIVER

State of Illinois,
Cook County

TO ALL WHOM IT MAY CONCERN:

Whereas, we the undersigned, VCNA Prairie, LLC / Prairie Material have been employed by **Impressive Construction Inc.** to furnish ready mix materials for the building and or premises known as:

Project: City of Wood Dale 2020 Street Improvements

NOW, THEREFORE, KNOW YE, that We, the undersigned, for and in consideration of **\$10,972.50** and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release any and all lien, or claim, or right of lien on said above described building and premises under the Statutes of the State of Illinois relating to Mechanic's Liens, on account of labor or materials, or both, which have been furnished or which may be furnished at any time thereafter by the undersigned to or on account of **Impressive Construction Inc.** for said building or premises.

GIVEN UNDER my hand and sealed this **21st** day of **October, 2020**

This waiver invalid if altered in any manner.

**VCNA Prairie, LLC
PRAIRIE MATERIAL**

BY:


Irene Rodriguez
Collections Specialist

IT'S DULY AUTHORIZED AGENT

Subscribed and sworn to before me this **21st** day of **October, 2020**


Notary Public – State of Illinois



STATE OF ILLINOIS
 COUNTY OF DUPAGE

FINAL WAIVER OF LIEN

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by BROTHERS ASPHALT PAVING CO. to furnish CONCRETE WORK for the premises known as CITY OF WOOD DALE 2020 STREET IMPROVEMENTS of which CITY OF WOOD DALE is the owner.

THE undersigned, for and in consideration of THREE THOUSAND FIVE HUNDRED THIRTY-TWO & 10/100 (\$3,532.10) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 11-20-20 COMPANY NAME IMPRESSIVE CONSTRUCTION INC.

ADDRESS 728 NORTH HARVARD, VILLA PARK, IL 60181

SIGNATURE AND TITLE Anna R. D'Alesio - President

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) ANNA R. D'ALELIO BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) IMPRESSIVE CONSTRUCTION, INC. WHO IS THE CONTRACTOR FURNISHING CONCRETE WORK ON THE BUILDING LOCATED AT CITY OF WOOD DALE STREET IMPROVEMENTS OWNED BY CITY OF WOOD DALE

That the total amount of the contract including extras* is \$52,961.25 on which he or she has received payment of \$49,429.15 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
IMPRESSIVE CONSTRUCTION INC.	LABOR	41,988.75	38,456.65	3,532.10	0.00
PRAIRIE MATERIAL SALES	READY MIX	10,972.50	10,972.50	0.00	0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		52,961.25	49,429.15	3,532.10	0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 11-20-20 SIGNATURE: Anna R. D'Alesio

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20th DAY OF November, 2020

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Annalisa Russo
 NOTARY PUBLIC
 OFFICIAL SEAL
 ANNALISA RUSSO
 NOTARY PUBLIC - STATE OF ILLINOIS
 MY COMMISSION EXPIRES: 07/02/21

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

GTY# _____

SS

COUNTY OF KANE

LOAN # _____

WHEREAS the undersigned has been employed by

BROTHERS ASPHALT PAVING INC

to furnish

PAVEMENT MARKINGS

for the premises known as

CITY OF WOODDALE 2020 STREET IMPROVEMENTS (BROTHERS JOB)

of which

CITY OF WOODDALE

is the owner.

The undersigned for and in consideration of

TWO THOUSAND SEVEN HUNDRED ONE AND 32/100

\$2,701.32

Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es)

hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, including EXTRAS.*

Given under _____ hand _____ and seal _____ this

20

day of

OCTOBER

2020

Signature and Seal

Maintenance Coatings Co./Julie A. Wrightsman

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as a partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

SS

COUNTY OF KANE

TO WHOM IT MAY CONCERN

THE undersigned, being duly sworn, deposes and says that he is

Julie A. Wrightsman, President

of the

Maintenance Coatings Company

who is the contractor for the

PAVEMENT MARKINGS

work on the

building located at

CITY OF WOODDALE 2020 STREET IMPROVEMENTS (BROTHERS JOB)

owned by

CITY OF WOODDALE

The total amount of the contract including extras is

\$2,843.50

on which he has received payment of

\$0.00

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that

there is no claim either legal or equitable to defeat the validity of said waivers. That the following are names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Maintenance Coatings Company	Pavement Markings	\$2,843.50	\$0.00	\$2,701.32	\$142.18
All materials from fully paid stock and inventory of preferred vendors, Ennis, Epoplex, Davies, Swarco, & 3M					
ALL LABOR, TAXES, FRINGE BENEFITS FULLY PAID					
TOTAL LABOR AND MATERIAL TO COMPLETE		\$2,843.50	\$0.00	\$2,701.32	\$142.18

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this

20

day of

OCTOBER

2020

Signature

Maintenance Coatings Co./Julie A. Wrightsman, President

Subscribed and sworn to before me this

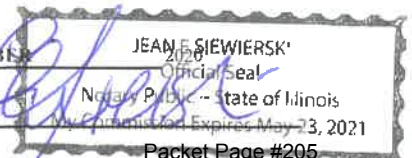
20

day of

OCTOBER

*EXTRAS include but are not limited to change orders, both oral and written to the contract.

Jean E. Siewierski, NOTARY



Packet Page #205

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

GTY# _____

SS

COUNTY OF KANE

LOAN # _____

WHEREAS the undersigned has been employed by

Brothers Asphalt Paving Inc

to furnish

PAVEMENT MARKINGS

for the premises known as

City of Wooddale 2020 Street Improvements (Brothers Job)

of which

City of Wooddale

is the owner.

The undersigned for and in consideration of

One Hundred Forty Two and 18/100

142.18

Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es)

hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, including EXTRAS. *

Given under _____ hand _____ and seal _____ this

20

day of

NOVEMBER

2020

Signature and Seal


MAINTENANCE COATINGS CO., Julie Wrightsman

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth. If waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as a partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

SS

COUNTY OF KANE

TO WHOM IT MAY CONCERN

THE undersigned, being duly sworn, deposes and says that he is

Julie Wrightsman, President

of the

MAINTENANCE COATINGS COMPANY

who is the contractor for the

PAVEMENT MARKINGS

work on the

building located at

City of Wooddale 2020 Street Improvements (Brothers Job)

owned by

City of Wooddale

The total amount of the contract including extras is

2,843.50

on which he has received payment of

2,701.32

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that

there is no claim either legal or equitable to defeat the validity of said waivers. That the following are names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications;

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Maintenance Coatings Co.	PAVEMENT MARKING	2,843.50	2,701.32	\$142.18	\$0.00
ALL MATERIALS FROM FULLY PAID STOCK AND DELIVERED TO THE JOBSITE IN OUR OWN TRUCKS-INVENTORY OF PREFERRED VENDORS, ENNIS, EPOPLEX, DAVIES, SWARCO & JM ALL LABOR, TASKS, FRINGE BENEFITS FULLY PAID					
TOTAL LABOR AND MATERIAL TO COMPLETE		2,843.50	2,701.32	\$142.18	\$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this


20

day of

NOVEMBER

2020

Signature


MAINTENANCE COATINGS CO., Julie Wrightsman, President

Subscribed and sworn to before me this

20

day of

NOVEMBER

JEAN E SIEWIERSKI

Official Seal

Notary Public - State of Illinois

My Commission Expires May 23, 2021

*EXTRAS include but are not limited to change orders, both oral and written to the contract.

Jean E. Siewierski, Notary

Packet Page #206



STATE OF ILLINOIS

WAIVER OF LIEN TO DATE

Gty #

COUNTY OF DuPage

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Brothers Asphalt Paving, Inc.
to furnish landscaping services
for the premises known as 2020 Street Improvements
of which City of Wood Dale is the owner.

THE undersigned, for and in consideration of Three thousand eight hundred sixty and 80/100 cents
(\$ 3,860.80) Dollars, and other good and valuable considerations, the receipt whercof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics'
liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or
machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor,
services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises,
INCLUDING EXTRAS.*

DATE 10/20/2020 COMPANY NAME Reliable Landscaping, LLC
ADDRESS 6604 Goldhaber Lane, Plainfield, Illinois, 60586

SIGNATURE AND TITLE [Signature] PRESIDENT

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF DuPage

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Kelly Donado Wezner BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) President OF
(COMPANY NAME) Reliable Landscaping, LLC WHO IS THE
CONTRACTOR FURNISHING landscaping services WORK ON THE BUILDING
LOCATED AT 2020 Street Improvements
OWNED BY City of Wood Dale

That the total amount of the contract including extras* is \$ 7,760.00 on which he or she has received payment of
\$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all
parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific
portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the
items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Reliable Landscaping, LLC, 6604 Goldhaber Lane, Plainfield, IL. 60586	landscaping services	\$7,760.00	\$0.00	\$3,860.80	\$3,899.20
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$7,760.00	\$0.00	\$3,860.80	\$3,899.20

That there are no other contracts for said work outstanding, and that there is ~~nothing due or to become due~~ to any person for material,
labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 10/20/2020 SIGNATURE: [Signature]
SUBSCRIBED AND SWORN TO BEFORE ME THIS 20 DAY OF October, 2020

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

[Signature]
NOTARY PUBLIC

"OFFICIAL SEAL"
Brittany M. Alcantar
Notary Public, State of Illinois
My Commission Expires 12/31/2021 Packet Page #207





STATE OF ILLINOIS

COUNTY OF DuPage

FINAL WAIVER OF LIEN

Qty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Brothers Asphalt Paving, Inc. to furnish landscaping services for the premises known as 2020 Street Improvements of which City of Wood Dale is the owner.

THE undersigned, for and in consideration of Two hundred three dollars and 20/100 cents (\$ 203.20) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 11/20/2020 COMPANY NAME Reliable Landscaping, LLC

ADDRESS 6604 Goldhaber Lane, Plainfield, Illinois, 60586

SIGNATURE AND TITLE [Signature] J.P. Secretary

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF DuPage

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Matthew R. Wezner BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) Vice President, Secretary OF (COMPANY NAME) Reliable Landscaping, LLC WHO IS THE CONTRACTOR FURNISHING landscaping services WORK ON THE BUILDING LOCATED AT 2020 Street Improvements OWNED BY City of Wood Dale

That the total amount of the contract including extras* is \$ 4,064.00 on which he or she has received payment of \$ 3,860.80 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Table with 6 columns: NAMES AND ADDRESSES, WHAT FOR, CONTRACT PRICE INCLDG EXTRAS*, AMOUNT PAID, THIS PAYMENT, BALANCE DUE. Includes entry for Reliable Landscaping, LLC and a total row.

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 11/20/20 SIGNATURE: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20th DAY OF November 2020

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

F.3870 R5/96

Provided by Chicago Title Insurance Company KATHLEEN M LUEHRS Official Seal Notary Public - State of Illinois My Commission Expires Nov 20, 2023



PARTIAL WAIVER

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Brothers Asphalt Paving Inc. to furnish Sewer and Drainage Work for the premises known as 2020 Street Improvements of City of Wood Dale which is the owner,

THE undersigned, for and in consideration of Seventeen Thousand Seven Hundred Fifteen 49/100(17,715.49) Dollars, and other good and valuable considerations, the receipt is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

Signed this 21 day of October, 2020 Uno Construction Co. Inc.
Company
6037 Brookbank Rd. Downers Grove, IL 60516
Address
 , President
Signature and Title

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner. All Signatures **MUST** be original.

CONTRACTOR'S AFFIDAVIT

State of Illinois } SS
 County of DuPage }


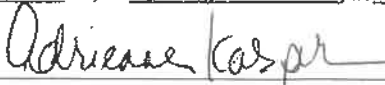
TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he/she is Alberto Garcia, President of Uno Construction Co. Inc. who is the contractor for the Sewer and Drainage Work work on the building located at 2020 Street Improvements owned by City of Wood Dale.

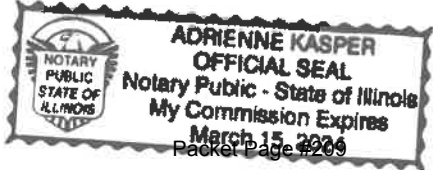
That the total amount of the contract including extras is \$ 21,350.00 on which he/she has received payment of \$ 0.00 prior to this payment. That all waivers are true, correct, and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	KIND OF WORK	AMOUNT OF CONTRACT	PAID PREVIOUSLY	AMOUNT OF THIS PAYMENT	BALANCE TO COMPLETE
Uno Construction Co. Inc.	Sewer and Drainage Work	21,350.00	0.00	17,715.49	3,634.51
TOTAL LABOR AND MATERIAL TO COMPLETE:		\$21,350.00	\$0.00	\$17,715.49	\$3,634.51

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 21 day of October, 2020 Alberto Garcia
 Subscribed and sworn to before me this 21 day of October, 2020  , President
Signature (and Title) of Affiant

 NOTARY PUBLIC

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT





FINAL WAIVER OF LIEN AND CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF DuPage } SS

Escrow # _____
Guarantee # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Brothers Asphalt Paving Inc.
to furnish Sewer and Drainage Work
for the premises know as 2020 Street Improvements
of which City of Wood Dale is the owner.

THE undersigned, for and in consideration of Two Thousand Three Hundred Ten and 39/100
\$(2,310.39) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby
waive and release any and all lien or claim of, or right to, lien, under the State of Illinois relating to mechanics' liens, with respect to and
on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on
the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures,
apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described
premises, INCLUDING EXTRAS*.


That the total amount of the contract including extras * is \$ 20,025.88 on which he or she has received payment of
\$ 17,715.49 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. **THAT THE FOLLOWING ARE THE NAMES
AND ADDRESSES OF ALL PARTIES WHO HAVE FURNISHED OR WILL FURNISH MATERIAL OR LABOR, OR
BOTH, FOR SAID WORK** and the amount due or to become due to each, and that the items mentioned include all labor and
material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLD G EXTRAS *	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Uno Construction Co. Inc.	Sewer and Drainage Work	20,025.88	17,715.49	2,310.39	0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS * TO COMPLETE		20,025.88	17,715.49	2,310.39	0,00

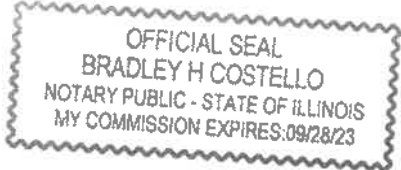
*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material,
labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

COMPANY NAME Uno Construction Company Inc.
ADDRESS 6037 Brookbank Rd.
CITY, STATE, ZIP Downers Grove, IL 60516

DATED: 11/24/20

 , Vice President
SIGNATURE AND TITLE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th DAY OF November, 2020




NOTARY PUBLIC

FINAL WAIVER OF LIEN TO DATE


STATE OF IL
 COUNTY OF COOK

Draw# _____
 Escrow# _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by BROTHERS ASPHALT PAVING, INC.
 To furnish MAINTENANCE OF TRAFFIC
 for the premise known as 2020 STREET IMPROVEMENTS
 of which CITY OF WOODDALE is the owner.

THE undersigned, for and in consideration of FOUR THOUSAND, FOUR HUNDRED SIXTY-FIVE DOLLARS AND ZERO CENTS
 (\$4,465.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or
 claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon,
 and on the material, fixtures, apparatus or machinery furnished, and on themoneys, funds or other considerations due or to become due from the owner, on account of all labor,
 services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 10/20/2020 COMPANY NAME SMITH MAINTENANCE COMPANY
 ADDRESS 2221 W WALNUT ST, STE#2 CHICAGO, IL 60642
 SIGNATURE AND TITLE  PRESIDENT
 (Title)

* Extras include but are not limited to change orders, both oral and written, to the contract.

CONTRACTOR'S AFFIDAVIT

STATE OF IL
 COUNTY OF COOK

TO WHOM IT MAY CONCERN:

The undersigned MICHAEL SMITH being duly sworn, deposes
 and says that he or she is PRESIDENT of SMITH MAINTENANCE COMPANY
 who is the contractor furnishing MAINTENANCE OF TRAFFIC work on the building
 located at 2020 STREET IMPROVEMENTS
 owned by CITY OF WOODDALE

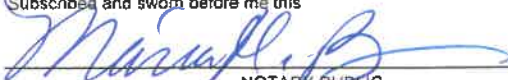
That the total amount of the contract including extras* is \$4,700.00 on which he or she has received payment of
\$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to
 defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having
 contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items
 mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	TYPE OF WORK	CONTRACT PRICE INCL EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
SMITH MAINTENANCE COMPANY	MAINTENANCE OF TRAFFIC	4,700.00	0.00	4,465.00	235.00
Total Labor and Materials Including Extras* To Complete		4,700.00	0.00	4,465.00	235.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or
 other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 10/20/2020 SIGNATURE: 

(Subscribed and sworn before me this 20TH day of OCTOBER 2020


 NOTARY PUBLIC



* Extras include but are not limited to change orders, both oral and written, to the contract.

FINAL WAIVER

STATE OF IL
 COUNTY OF COOK

Draw# _____
 Escrow# _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by BROTHERS ASPHALT PAVING, INC.
 To furnish MAINTENANCE OF TRAFFIC
 for the premise known as 2020 STREET IMPROVEMENTS
 of which CITY OF WOODDALE is the owner.

THE undersigned, for and in consideration of TWO HUNDRED AND THIRTY-FIVE DOLLARS AND ZERO CENTS
 (\$235.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or
 claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements
 thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all
 labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 11/20/2020

COMPANY NAME SMITH MAINTENANCE COMPANY
 ADDRESS 2221 W WALNUT ST, STE#2 CHICAGO, IL 60612

SIGNATURE AND TITLE  PRESIDENT
 (Title)

* Extras include but are not limited to change orders, both oral and written, to the contract.

CONTRACTOR'S AFFIDAVIT

STATE OF IL
 COUNTY OF COOK

TO WHOM IT MAY CONCERN:

The undersigned MICHAEL SMITH being duly sworn, deposes
 and says that he or she is PRESIDENT of SMITH MAINTENANCE COMPANY
 who is the contractor furnishing MAINTENANCE OF TRAFFIC work on the building
 located at 2020 STREET IMPROVEMENTS
 owned by CITY OF WOODDALE

That the total amount of the contract including extras* is \$4,700.00 on which he or she has received payment of
\$4,465.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to
 defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having
 contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items
 mentioned include all labor and material required to complete said work according to plans and specifications:

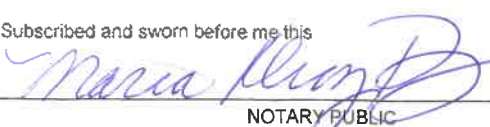
NAMES	TYPE OF WORK	CONTRACT PRICE INCL. EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
SMITH MAINTENANCE COMPANY	MAINTENANCE OF TRAFFIC	4,700.00	4,465.00	235.00	0.00
Total Labor and Materials Including Extras* To Complete		4,700.00	4,465.00	235.00	0.00

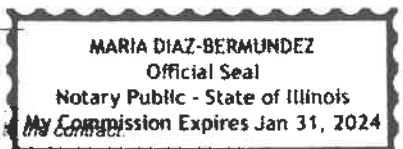
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or
 other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 11/20/2020

SIGNATURE: 

Subscribed and sworn before me this 20TH day of NOVEMBER 2020


 NOTARY PUBLIC



* Extras include but are not limited to change orders, both oral and written, to the contract.

WAIVER OF LIEN - PARTIAL
MATERIALS OR LABOR (ILLINOIS)

STATE OF ILLINOIS }
COUNTY OF KANE } SS

10/23/2020

TO WHOM IT MAY CONCERN

WHEREAS, we the undersigned has been employed by BROTHERS ASPHALT PAVING INC.
to furnish ASPHALT
for the premises known as 2020 STREET IMPROVEMENTS
of which CITY OF WOODDALE is the Owner. THE
undersigned, for and in consideration of \$136,031.00 Dollars
One Hundred Thirty Six Thousand Thirty One Dollars and No Cents

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien, or claim of, or right to, lien, on said above described building and premises under the statutes of the State of Illinois, relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said building or premises.

COMPANY NAME ALLIED ASPHALT
ADDRESS 1100 BRANDT DRIVE
HOFFMAN ESTATES, IL 60192

Given under my hand and seal this 10/23/2020

Anna Rizzo
ANNA RIZZO CORPORATE CONTROLLER

SUBSCRIBED AND SWORN
TO BEFORE ME THIS

23RD

DAY OF

OCTOBER, 2020

SIGNATURE

Alire Congdon
Notary Signature & Seal



**WAIVER OF LIEN - FINAL
MATERIALS OR LABOR (ILLINOIS)**

STATE OF ILLINOIS }
COUNTY OF KANE } SS

10/23/2020

TO WHOM IT MAY CONCERN:

WHEREAS, we the undersigned has been employed by BROTHERS ASPHALT PAVING INC.
to furnish ASPHALT
for the premises known as 2020 STREET IMPROVEMENTS
of which CITY OF WOODDALE is the Owner. THE
undersigned, for and in consideration of \$7,159.53 Dollars
Seven Thousand One Hundred Fifty Nine Dollars and Fifty Three Cents

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien, or claim of, or right to, lien, on said above described building and premises under the statutes of the State of Illinois, relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said building or premises.

COMPANY NAME ALLIED ASPHALT
ADDRESS 1100 BRANDT DRIVE
HOFFMAN ESTATES, IL 60192

Given under my hand and seal this 10/23/2020

Anna Rizzo
ANNA RIZZO CORPORATE CONTROLLER

SUBSCRIBED AND SWORN TO BEFORE ME THIS 23RD DAY OF OCTOBER, 2020

SIGNATURE Irene Congdon
Notary Signature & Seal





REQUEST FOR COUNCIL ACTION

Referred to Council:	December 17, 2020
Subject:	No List of Bills
Staff Contact:	Brad Wilson, Finance Director
Department:	Finance

TITLE: No List of Bills – 12/17/2020

BACKGROUND:

Each Council meeting, there a list of bills presented to pay the City's vendors. If there is no meeting, staff still prepares and sends out the checks and they are approved at the next Council meeting.

ANALYSIS:

For the December 17th Council meeting, there will be no list of bills. Due to COVID-19 related precautions and the subsequent lack of ability to properly manage the City's internal controls over the accounts payable function, staff was not able to complete the list of bills.

In order to keep up to date on our paying our vendors, staff will be completing the list of bills and issuing those checks the week of the 21st and will place it on the January 7th agenda to approve, just as we would the list of bills after a Council meeting that fell on a holiday.

DOCUMENTS ATTACHED

✓ None