



# CITY OF WOOD DALE

## PUBLIC NOTICE

IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL WILL CONTINUE ITS REGULAR STANDING COMMITTEE MEETINGS AT 7:30 P.M. ON THURSDAY, SEPTEMBER 9, 2021 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 NORTH WOOD DALE ROAD, WOOD DALE, ILLINOIS, FOR THE PURPOSES SET FORTH IN THE FOLLOWING AGENDAS:

### STANDING COMMITTEES OF THE CITY OF WOOD DALE, ILLINOIS SEPTEMBER 9, 2021

#### **I. PLANNING, ZONING & BUILDING COMMITTEE**

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
  - i. August 12, 2021 Planning, Zoning & Building Committee Minutes
- D. Report and Recommendation
  - i. An Ordinance Amending the City's Sign Regulations in Chapter 13 of the City Code to Allow Off-Premise/Billboard Signs in the City Limits
- E. Items to be Considered at Future Meetings
  - i. Route 83 Annexation and PUD, October 2021
  - ii. UDO Updates, November 2021
- F. Adjournment

#### **II. PUBLIC HEALTH, SAFETY, JUDICIARY & ETHICS COMMITTEE**

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
  - i. August 12, 2021 Public Health, Safety, Judiciary & Ethics Committee Minutes
- D. Report and Recommendation
  - i. Approval of an Agreement with FGM Architects for a Conceptual Study for Updates to the Police Department Facility

- ii. An Ordinance Amending Chapter 14, Article V, Sections 14.518 and 14.519 of the City Code Regarding Certain Offenses

E. Items to be Considered at Future Meetings

F. Adjournment

### **III. PUBLIC WORKS COMMITTEE**

A. Call to Order

B. Roll Call

C. Approval of Minutes of Meeting

- i. August 12, 2021 Public Works Committee Minutes

D. Report and Recommendation

- i. Approval of Revised Street Light Installation Policy for the City of Wood Dale
- ii. Approval of an Agreement between the City of Wood Dale and Superior Road Striping, Inc. for the 2021 Pavement Marking Program in an Amount Not to Exceed \$20,665.00
- iii. Approval of Change Order No. 1 to the Agreement with Benchmark Construction for the Ward 2 & 3 Stormwater Improvement Project – Contract D in an Amount Not to Exceed \$16,051

E. Items to be Considered at Future Meetings

F. Adjournment

### **IV. FINANCE & ADMINISTRATION COMMITTEE**

A. Call to Order

B. Roll Call

C. Approval of Minutes of Meeting

- i. August 12, 2021 Finance & Administration Committee Minutes

D. Report and Recommendation

- i. Refuse and Recycling and Disposal Services Contract
- ii. Special Service Area 11 Closeout

E. Items to be Considered at Future Meetings

F. Adjournment

**POSTED IN CITY HALL ON SEPTEMBER 3, 2021 AT 4:00 PM**

LYNN CURIALE, CITY CLERK

BY: MAURA MONTALVO, DEPUTY CITY CLERK

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

Committee Date: August 12, 2021  
Present: Ald. Ames, Catalano, Curiale, Jakab, Messina, Sorrentino,  
Susmarski and Woods  
Absent: None  
Also Present: Mayor Pulice, Treasurer Porch, Clerk Curiale, City Manager  
Mermuys, City Attorney Bond, Police Chief Vesta, A. Lange,  
E. Cage, B. Wilson  
Meeting Convened at: 7:30 p.m.

### **APPROVAL OF MINUTES:**

Ald. Susmarski made a motion, seconded by Ames to approve the minutes of the July 8, 2021 meeting as presented. A voice vote was taken, with all members voting aye.

### **REPORT & RECOMMENDATION**

REDEVELOPMENT AGREEMENT (RDA) FOR 372 N. WOOD DALE RD. – PROPOSED MULTIPLE REDEVELOPMENT (FORMER SBT)

### **DISCUSSION:**

Director Cage reviewed the preliminary plans for a four-story apartment building which will have 230 units with four-story parking at the old SBT site, along with additional at-grade parking. The subject property is in the TIF District. Mayor Pulice asked about a realistic groundbreaking date and was advised by Director Cage it is estimated for June or July 2022. The plan is to have this go to CDC in the fall. As far as demolition, they do not want to demolish too early and run into a stormwater issue with the open space, so it will be next summer.

Brad Friedman of Lynmark Group was present to answer any questions. Ald. Woods expressed concern about what exactly is being approved at this point and wanted more information prior to approving. He requested that the documents from the January meeting be attached as an additional exhibit by the next Council Meeting, which Director Cage agreed to provide. To move to next phase the developer will need commitment from the City. Language can be included that these are subject to change upon landscape plans or whatever other issues require addressing.

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Mr. Friedman stated he is fine with conceptual drawings being shared, but noted they are concept only. They still need to go through construction drawings, soil borings, mechanical, electrical, plumbing, general contractor, etc. He is awaiting a redevelopment agreement.

Ald. Ames inquired about a traffic signal to address any potential traffic concerns. Director Cage noted that as part of the PUD process, an engineer will be required to study the impact. It will be site specific to the amount of units and impact on Wood Dale Road.

**VOTE:**

Ald. Messina made a motion, seconded by Ald. Catalano, to approve a Redevelopment Agreement (RDA) for 372 N. Wood Dale Road – Proposed Multiple Redevelopment (Former SBT) subject to attorney approval and terms discussed. A roll call vote was taken, with the following results:

Ayes:	Ald. Ames, Catalano, Curiale, Jakab, Messina, Sorrentino, Susmarski & Woods
Nays:	None
Abstained:	None
Motion:	Failed

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

- 390 Billboards, September 9, 2021
- Route 83 Annexation and PUD, October 2021
- UDO Updates, Fall/Winter

**ADJOURNMENT:**

Ald. Woods made a motion, seconded by Ald. Ames, to adjourn the meeting at 7:54 p.m. Upon a voice vote, the motion carried unanimously.

*Minutes taken by Eileen Schultz*





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## **REQUEST FOR COMMITTEE ACTION**

Referred to Council: September 9, 2021  
Subject: Allowing Off-Premise/Billboard Signs -  
Text Amendment  
Staff Contact: Ed Cage, AICP, CD Director  
Department: Community Development

**TITLE:** An Ordinance Amending the City's Sign Regulations in Chapter 13 of the City Code to Allow Off-Premise/Billboard Signs in the City Limits

**COMMITTEE PRIOR VOTE:** Denied 6 – 0

**RECOMMENDATION:**

Staff concurs with the City Attorney's opinion.

**BACKGROUND:**

The proposed text amendment is to permit off premises signs, also referred to as billboards, within the City limits. This case went to the CDC in March and received a recommended CDC denial (3-1). The case was then denied at PZB 6 – 0 and then proceeded to City Council and was subsequently tabled and referred back to a future PZB meeting.

**ANALYSIS:**

The applicant is proposing a text amendment to the Sign Code that would allow off premise/billboard signs only on properties which meet the criteria proposed in the amended text. Per the City Attorney's legal opinion, the Text Amendment, as drafted, would only allow one such off premise/billboard sign within the City. This case was referred back to the City Attorney at a prior PZB meeting for further review and analysis of the request and application. Per the City Attorney, the following financial terms will be detailed in a Memorandum of Agreement that will be forthcoming for the City Council:

- The Landmark Billboard will provide a constant communication platform to the City of Wood Dale for City and Community events and information, at no cost to the City.

- In addition to the communication platform to the City, there will be a one-time Impact Fee to the City in the amount of \$20,000.00.
- There will be a Lease of twenty (20) years, with a monthly lease payment to the City. This contemplates an Annual Lease amount to the City of Wood Dale of \$16,000.00 per year (\$1,333.33 per month), for years 1-5, with a 10% escalator applied thereafter every five years of the twenty (20) year Agreement.

As a reminder, the City Attorney will be present at the PZB meeting to answer any questions.

**DOCUMENTS ATTACHED**

- ✓ Applicant Exhibit - 13.202 - Definitions - Community Landmark Sign.
- ✓ Applicant Exhibit - Ord Visual Review (8/26/21).
- ✓ Applicant Exhibit – 13.602 Nonresidential Districts – July Proposal (Updated 8/26/21 and Revised 8/31/21).
- ✓ Applicant Exhibit – Wood Dale – Premier Media (The Community Landmark Sign) 5/20/21 City Board Presentation.

Sec. 13.202. Definitions.

**ALTER OR ALTERATION:** An enlargement or relocation of a sign or replacement of a sign face. The changing of movable parts or an approved sign that is designed for such changes, or the repainting or reposting of display matter, shall not be deemed an alteration provided that the conditions of the original approval and the requirements of this chapter are not violated.

**AWNING:** An overhang made of cloth or a similar material attached to and supported entirely from the exterior wall of a building which extends over a doorway or window for decoration or protection from sunlight or precipitation.

**BUILDING CODE:** The building code for the city of Wood Dale, Illinois.

**BUILDING FRONTAGE:** The length of the wall of a building facing a public right of way. For a corner lot, each face of a building that faces a public right of way will be considered as a building frontage. In buildings with multiple units, the building frontage for each unit shall be considered as the width of the unit from party wall to party wall at the front of the unit regardless of if the unit has street frontage; provided however, that the building frontage for corner units shall be the width of the unit from party wall to exterior wall of the building.

**BUSINESS:** The purchase, sale or other transaction or place thereof involving the handling or disposition of any article, substance or commodity for livelihood or profit, including operation or provision of any service or service establishment, office building or recreational or amusement enterprise conducted for livelihood or profit.

**CANOPY:** Any structure, other than an awning, made of materials such as cloth, metal or other materials approved by the building department with a frame either attached to a building, or projecting from a building, and carried by a frame supported by the ground or sidewalk.

**CITY:** The city of Wood Dale, DuPage County, Illinois.

**CITY COUNCIL:** The city council, as defined and authorized by this code.

**COMMERCIAL SPEECH/COPY:** Speech where the speaker is more likely to be engaged in commerce, where the intended audience is commercial or actual or potential consumers, and where the content of the message is commercial in character. Any representation of a business is commercial in nature.

**COMMUNITY DEVELOPMENT COMMISSION:** The community development commission, as defined and authorized by the unified development ordinance and this code.

**COMMUNITY DEVELOPMENT DIRECTOR:** The community development director, as defined and authorized by this code or his/her designee.

**ERECT:** To build, construct, attach, hang, place, suspend or affix, and shall also include the painting of wall signs.

**FOOT-CANDLE:** A unit of illumination produced on a surface, all points of which are one foot (1') from a uniform point source of one standard candle.

**LOT:** A parcel of land under single ownership, whether described by metes and bounds or as a platted lot or lots and approved in accordance with law and recorded by the recorder of DuPage County, Illinois.

**LOT, ZONING:** A single tract of land located within a single block which, at the time of filing for a building permit, is designated by its owner or developer as a tract to be used, developed or built upon as a unit, under single ownership or control. A zoning lot may or may not coincide with a lot of record.

**MARQUEE:** Any fixed hood or roof like structure over an entrance to a building supported solely by a part of the wall of the building, and not supported by the ground.

**NEON ILLUMINATION:** Illumination affected by a light source consisting of a neon or other gas tube which is bent to form letters, symbols, or other shapes.

**NONCOMMERCIAL ENTITY:** A charitable, educational or religious organization or a governmental body.

**NONRESIDENTIAL ZONING DISTRICT:** The area designated by the Wood Dale unified development ordinance and zoning map excluding all residential districts. These areas are denoted by prefixes other than an R.

**OWNER:** A titleholder of record, or if title is held in trust, the beneficiary of the trust and/or the trust itself.

**PERMITTEE:** A person receiving a sign permit pursuant to the provisions of this chapter.

**PROPERTY LINE:** A line bounding a zoning lot as defined herein.

**PUBLIC PROPERTY:** Property that is owned, rented, or leased by any governmental unit, such as the city, park district, school district, county or state for any public purpose. This shall include all streets, parkways, sidewalks, alleys, buildings, parking lots, landscaped areas, parks, schools and any municipal signs, traffic control devices, trees, utility poles, shelters or streetlights located thereon.

**PUBLIC RIGHT OF WAY:** Any public or private street, sidewalk, alley, highway or other public thoroughfare.

**RESIDENTIAL ZONING DISTRICT:** The area designated by the Wood Dale unified development ordinance and zoning map for primarily single- and multiple-family residential uses. These areas are denoted by an R prefix.

**SHOPPING CENTER:** An integrated planned business development under unified control containing two (2) or more retail stores and/or service establishments, sharing customer parking areas, regardless of whether said stores and/or establishments occupy separate structures or are under separate ownership.

Shopping Center, Large Scale: A "shopping center", as defined herein, that consists of ten (10) acres or more.

Shopping Center, Small Scale: A "shopping center", as defined herein, that consists of less than ten (10) acres.

**SIGHT TRIANGLE:** A three-dimensional volume, the bottom of which is two and one-half feet (2.5') above grade and the top of which is eight feet (8') above grade, and the sides of which are formed by the right of way lines of two (2) intersecting streets or a street and a driveway or a street and an alley. The length of the sides of said triangle shall be thirty feet (30') along the street right of way that intersect, and ten feet (10') along the street right of way and driveway when a street and driveway intersect, or along the street right of way and alley when a street and alley intersect.

**SIGN:** Any display, figure, painting, drawings, placard, poster or other device visible from a public right of way that is designed, intended or used to convey a message, advertise, inform or direct attention to a person, institution, organization, activity, place, object or product. It may be a structure or part thereof painted on or attached directly or indirectly on a structure. This definition does not include any flag or insignia of any nation, state, city or other political units, as well as any sign, board or surface used to display or announce official notice of such political units. The following are various sign types:

Abandoned Sign: A sign the facing of which has no message displayed or illustrated thereon and which has remained in such condition for a period of thirty (30) consecutive days or more. A sign that has a message displayed but no longer advertises an activity, business, or use conducted or a product sold on the premises where said sign is located shall be deemed to be abandoned after a period of thirty (30) consecutive days or more, unless the sign face is replaced in accordance with section 13.700 of this chapter, within this thirty (30) day time period.

Affixed Sign: Any sign that is painted, pasted or otherwise affixed to any tree, rock, utility, traffic signal or light pole, standpipe, fire escape, hydrant, bridge, sidewalk, curb or street, bench or trash receptacle.

Attention Getting Device: A pennant, feather flag, propeller, spinner, streamer, string of lights, beacon, searchlight, strobe light, flashing light, balloon, inflatable shape or similar device or ornamentation used to draw attention to a particular place, including, but not limited to, the outlining of structures or premises by the use of internal or external lighting techniques.

Awning Sign: A sign that is painted on, printed on, or attached to an awning.

Banner Sign: A temporary sign printed or displayed upon cloth or other material with or without frames.

Box Sign: A sign that principally consists of a metal or other type of enclosure, typically rectangular or regular in geometric form that houses internal sign illumination and provides a supporting structure for an interchangeable sign face on one or both sides of the sign that is painted, screen printed, or otherwise applied on a plexiglass or other transparent or translucent material.

Bulletin Board: Any sign with a changeable message board erected in a permanent fashion by a noncommercial entity, which is used to advertise public events or occurrences that are of public interest, such as a religious service, civic meeting, or other similar event.

Canopy Sign: A sign that is painted on, printed on, or attached to a canopy.

Changeable Copy Sign: A sign where different copy can be changed manually. The copy is typically of a public service or commercial nature shown on the same sign face. Changeable copy signs shall not include "electronic message centers" as defined by this chapter.

Community Landmark Sign: An identifiable community sign structure that may include hardscapes, landscapes and communication technology with internally illuminated display areas and unique architectural elements to communicate municipal, civic, emergency, on-premises and off-premises advertising or messaging.

Construction Sign: A temporary sign providing information about the future development or current construction on a site and the parties involved in the project.

Directional Sign: A sign limited to providing directions necessary or convenient for the public coming onto a premises including signs marking entrances and exits, parking areas, loading zones or circulation direction.

Electronic Message Centers: A variable message sign that utilizes computer generated messages or some other electronic means of changing copy. The changing of electronic messages consistent with subsection 13.602B8 of this chapter is not considered an attention getting device. When time and temperature are the only message displayed electronically, these signs are not considered "electronic message centers".

**Free Speech Sign:** A sign that contains a message related to a matter of public interest deemed by the person posting the sign, including, but not limited to, a candidate for office or a ballot issue, but containing no commercial message.

**Freestanding Sign:** A sign, no part of which is attached to any part of any building or any other sign. Examples of freestanding signs include, but are not limited to, monument, pole and directional signs.

**Garage Sale Sign:** A temporary sign which directs the public to real estate upon which a garage, basement, household, attic, estate, yard, rummage or other similar occasional sale is being conducted on an infrequent basis on a residential property. The term "garage sale" shall not include bulk sales, the sale of consigned merchandise or include the sale of junk, antique, or used merchandise as a permitted business activity in an allowable zoning district.

**Government Sign:** Any temporary or permanent sign erected and maintained for any official governmental purpose.

**Historical Identification Signs:** Signs for property designated by the federal, state, and/or local government as a historical location, site, or landmark.

**Illuminated Sign:** Any sign that has characters, letters, figures, designs or outline illuminated by electric lights or luminous tubes as a part of the sign proper, or by electric lights or luminous tubes so arranged on the exterior of the sign such that light is reflected from the sign to the eyes of the viewer.

**Inadequately Maintained Signs:** Signs that show evidence of deterioration, including uneven illumination, peeling paint or other exterior finish, rust, dirt, fading, discoloration or holes.

**Marquee Sign:** A sign that is attached to a marquee and is typically designed to have changeable messages that could be manual or electronic.

**Memorial Plaque:** A plaque designating names of buildings and/or date of erection, and other items such as architect, contractor or others involved in the building's creation cut into or attached to a building surface.

**Menu Board Sign:** A sign used to display a selection of goods or services offered at a business establishment for the convenience of drive-up or walk-up customers as at a drive-through restaurant.

**Monument Sign:** A freestanding sign that is mounted on or part of a permanent base where the sign face is supported by an internal structure or other solid structural features with a minimum width of eighteen inches (18").

Nameplate: A nonilluminated sign indicating the name, address or profession of the person(s) or business(es) occupying the lot or a part of the building. Nameplates do not include commercial copy.

Neon Sign: Sign comprised of neon illumination.

Nonconforming Sign, Illegal: Any sign governed by the regulations of this chapter which upon enactment of this chapter, was in violation of any of the laws of the city governing the erection or construction of such sign at the time of its erection.

Nonconforming Sign, Legal: Any sign which was lawfully erected and maintained prior to the enactment of this chapter and any amendments thereto, which has not been abandoned and which does not conform to all the applicable regulations of this chapter.

Off Premises Sign: A sign that advertises goods or services that are not available on the premises on which the sign is located. Off premises signs include signs commonly referred to as "billboards".

Open House Sign: A temporary sign which directs traffic to a public viewing of real estate upon which there is located any residential dwelling for sale, rent, or lease.

Pole Sign: A freestanding sign that is supported by one or more poles, pylons, and/or uprights that is permanently anchored in the ground where the structure is exposed and does not meet the definition of a "monument sign".

Portable Sign: A freestanding sign that is designed or intended to be moved and not permanently anchored or secured to either a building or the ground. Portable signs include signs to be displayed while mounted or affixed to the trailer by which it is transported, or signs displayed with wheels remaining otherwise attached during display, signs mounted on transportable frames without wheels, signs attached or affixed to a chassis or other movable support constructed without wheels, sandwich board signs, temporary signs and signs mounted for advertising purposes on a vehicle that is visible from the public right of way, excluding signs identifying the related business when the vehicle is used in the normal day to day operation of the business.

Professional Directory Sign: A sign that serves as common or collective classification for a group of businesses located on the same property (e.g., multi-tenant industrial parks or buildings, office complex, etc.). Such sign identifies the businesses located on site and is located to direct pedestrian and/or vehicular traffic but has no other advertising matter.

Projecting Sign: A sign that is suspended from, attached to or supported by a building or structure extending away from the building or structure a distance of more than fifteen inches (15").



**Public Information Sign:** Signs that only contain instructional information such as "no parking", "entrance", "loading only", or matter appearing on or adjacent to entry doors such as "push", "pull", "open", and "closed", and/or matter appearing on display windows or doors denoting hours of operation, credit cards accepted, and similar information. Other public information signs include those that identify the telephone, restrooms, and similar facilities, provided no advertising matter accompanies the sign.

**Real Estate Sign:** A temporary sign which advertises or announces the sale, rental or lease of the premises upon which lot the sign is located.

**Residential Entrance Sign:** An identification sign used to indicate the entrance to a residential subdivision, residential complex, or unified residential area.

**Roof Sign:** A sign that is erected, constructed, and maintained on or above the roof of a building.

**Sandwich Board Sign:** A portable sign constructed to form an "A" or tentlike shape, hinged or not hinged at the top.

**Scoreboard, Athletic:** A board upon which the score in a game or match is displayed in either manual or electronic changeable copy.

**Shopping Center Sign:** A sign that identifies the name of the shopping center, and may include sign copy for individual tenants, in accordance with the applicable regulations.

**Temporary Sign:** A sign of any type with or without a structural frame not permanently attached to a building or the ground and intended for use for a limited period of time.

**Wall Sign:** A sign that is affixed directly to, and is generally parallel with, the exterior wall of a building and projects not more than fifteen inches (15") from the wall.

**Window Sign:** A sign painted, attached or affixed to the interior or exterior surface of a window, or located within twelve inches (12") of a window and can be seen through the window from the exterior of the building. Merchandise that is included in a window or interior display shall not be construed to be included as part of a "window sign".

**SIGN AREA:** The net geometric area enclosed by the display surface of the sign, including the outer extremities of all letters, characters, delineations, background colors or materials that differentiate the sign from the surface where it is mounted or displayed. Sign area shall be measured in square feet of surface area. "Sign area" shall not include the structural supports of signs or decorative embellishment if not part of the sign face proper. See section 13.302 of this chapter for the description and illustrations related to the measurement of "sign area".

**SIGN FACE:** That part of the sign that is, or can be, used to identify, to advertise, to communicate information, or for visual representation, which attracts the attention of the public for any purpose. The term "sign face" includes any background or surrounding material, panel, trim or ornamentation, color, and direct or self-illumination that differentiates the sign from the building, structure, backdrop surface or object upon or against which it is placed. The term "sign face" does not include any portion of the support structure for the sign, provided that no message, symbol or any of the previously described elements of a sign face is placed on or designated as part of the support structure.

**SITE:** The zoning lot upon which a sign is located or proposed to be located, as the case may be.

**STREET FRONTAGE:** The distance along which a property line of a lot adjoins a public right of way.

**STREET LINE:** The dividing line between a lot, tract, or parcel of land and the public right of way of a contiguous existing public or private street.

**STRING LIGHTING:** Lights arranged in a string or in a series, such as tube lighting.

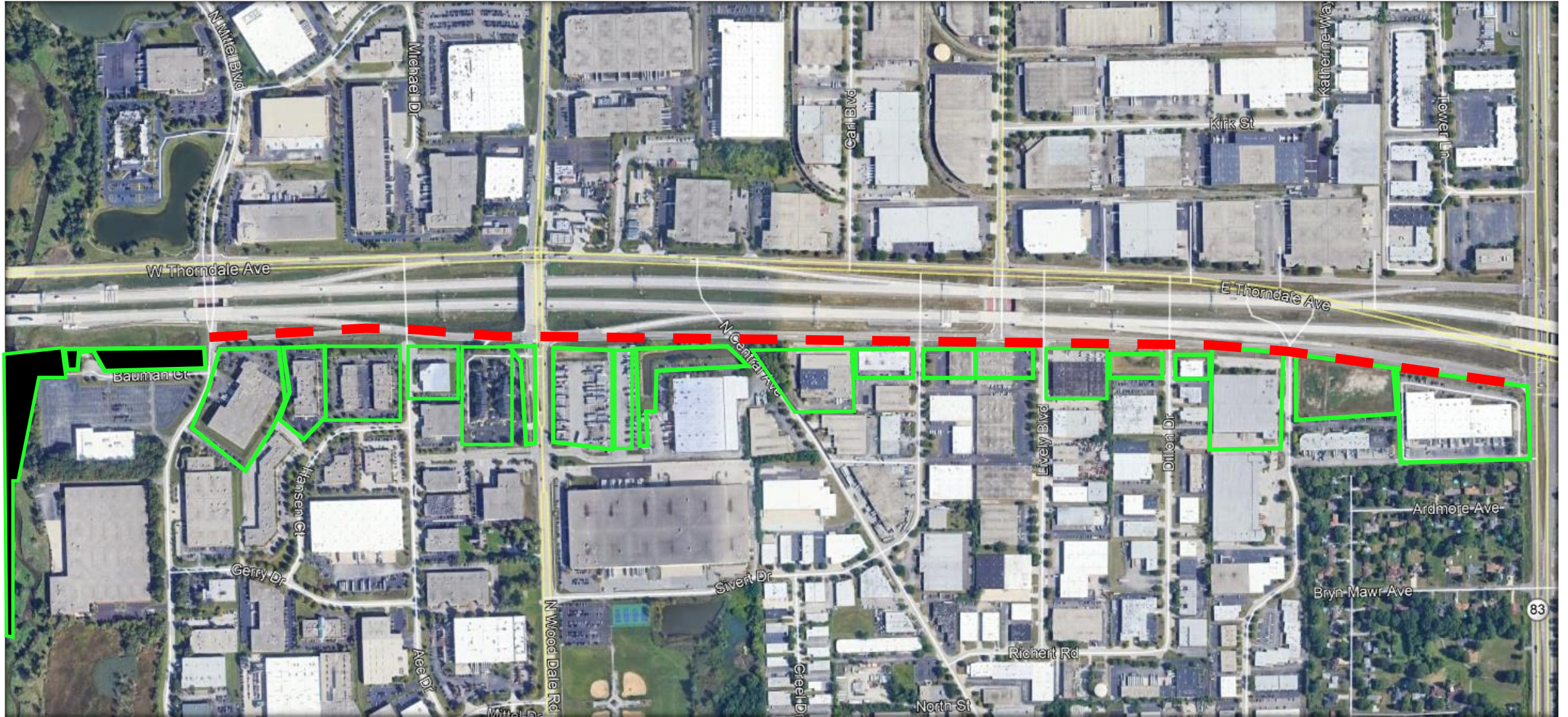
**UNIFIED DEVELOPMENT ORDINANCE:** The Wood Dale unified development ordinance (UDO) including the adopted zoning map of the city (chapter 17 of this code).

**ZONING DISTRICT:** A district set forth in the Wood Dale unified development ordinance. (Ord. O-16-013, 5-5-2016)



# City of Wood Dale – Community Landmark Sign™ Proposed Ordinance Review

## Visual Progression – Step 1



**19x**

Lots that are located on the south side of South Thorndale Avenue; Zoned 'Commercial' or 'Industrial'

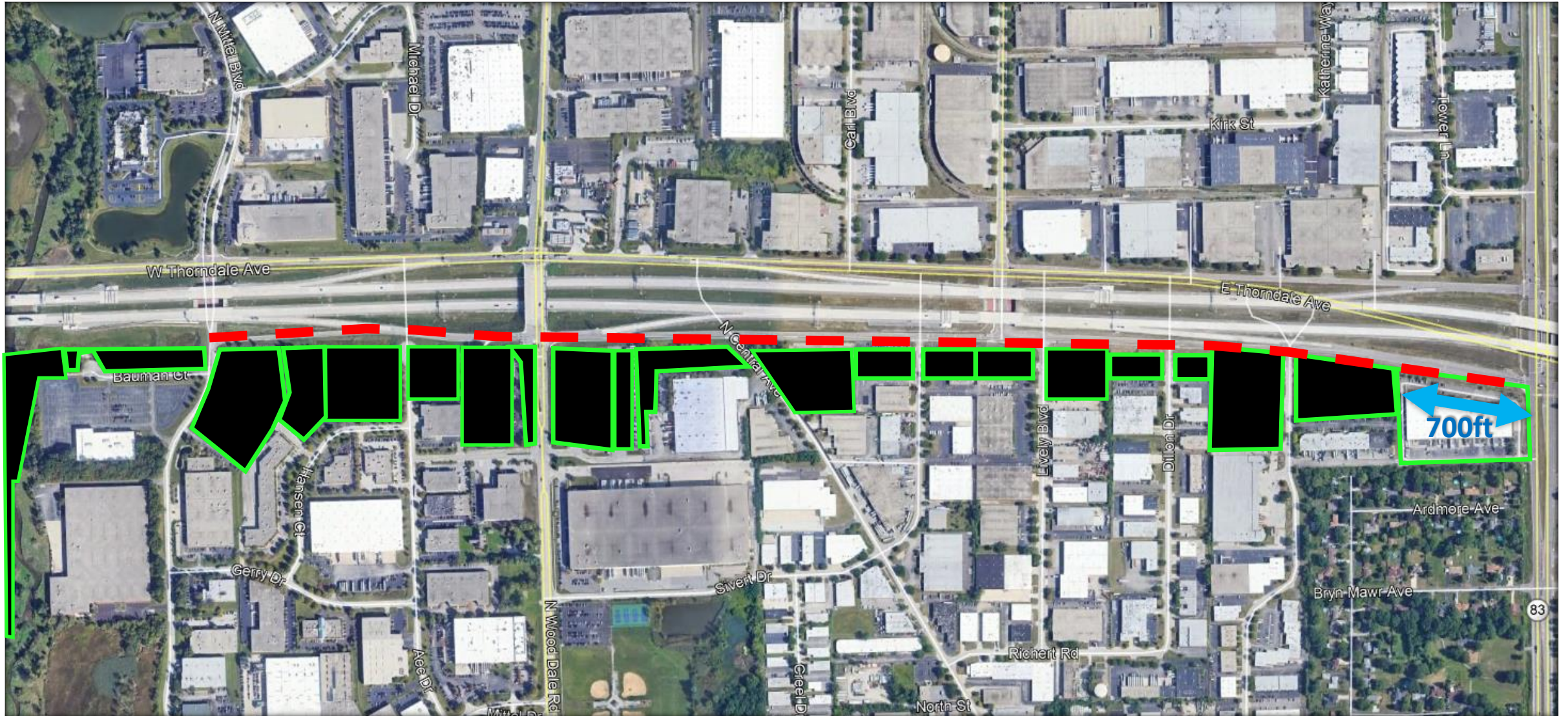


South Thorndale Avenue



# City of Wood Dale – Community Landmark Sign™ Proposed Ordinance Review

## Visual Progression – Step 2



**1x** Lots that are located on the south side of South Thorndale Avenue; Zoned 'Commercial' or 'Industrial' **and** are within 700ft. West of Rt. 83 (Busse Ave.)

South Thorndale Avenue  
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# City of Wood Dale – Community Landmark Sign™ Proposed Ordinance Review

Visual Progression – **Step 3**



*Lots that meet all required regulations for a Community Landmark Sign*



# City of Wood Dale – Community Landmark Sign™ Proposed Ordinance Review

Visual Progression – **Step 4**



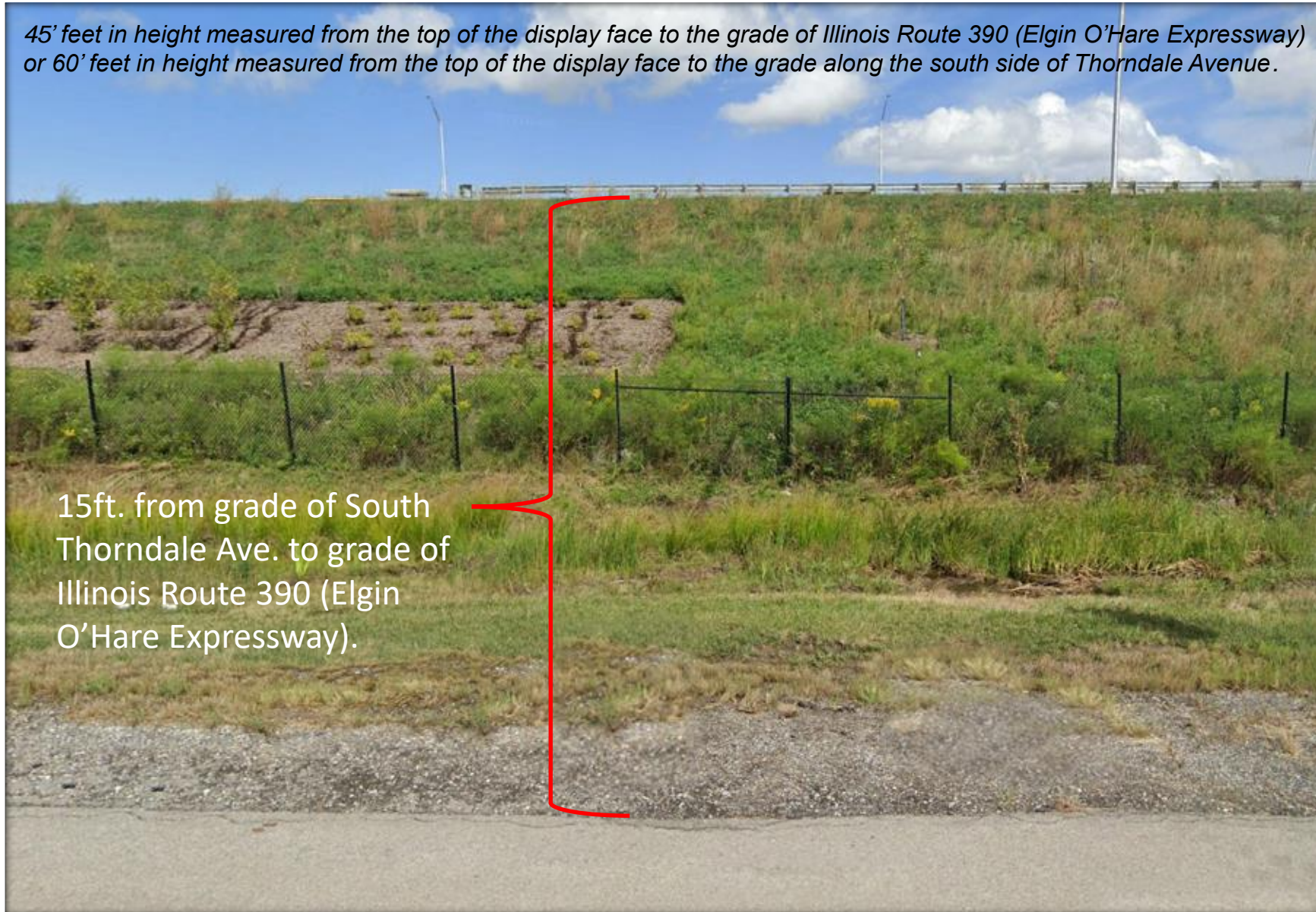
Community Landmark Sign Installation Area



# City of Wood Dale – *Community Landmark Sign™* Proposed Ordinance Review

## Visual Progression – **Step 5**

*45' feet in height measured from the top of the display face to the grade of Illinois Route 390 (Elgin O'Hare Expressway) or 60' feet in height measured from the top of the display face to the grade along the south side of Thorndale Avenue.*



15ft. from grade of South Thorndale Ave. to grade of Illinois Route 390 (Elgin O'Hare Expressway).

# ARTICLE VI

## STANDARDS BY ZONING DISTRICT

SECTION:

**13.600. Purpose**

**13.601. Residential Districts**

**13.602. Nonresidential Districts**

**Sec. 13.600. Purpose.**

These standards apply to signs within the following zoning districts. The signs identified by this section require a sign permit in accordance with article VII of this chapter. (Ord. O-16-013, 5-5-2016)

**Sec. 13.601. Residential Districts.**

A. Summary Table Of Regulations For Signs In Residential Districts:

Sign Type	Maximum Sign Area	Maximum Height	Maximum Number	Location	Additional Requirements
Identification signs for nonresidential uses that are allowed per the UDO - monument sign	24 square feet	6 feet	1 per zoning lot	Minimum of 3 feet from any property line	See subsection B2 of this section
Identification signs for nonresidential uses that are allowed per the UDO - wall sign	1.5 square feet per 1 linear foot of building frontage or a maximum of 50 square feet, whichever is less	No projection above the roof, parapet, or fascia of any building upon which it is located	1 per street frontage per entity; plus 1 4-square foot sign for any public rear entrance	Only over or on the portion of the building occupied by the entity identified by the wall sign	See subsection B2 of this section
Residential entrance monument sign	24 square feet	4 feet	1 per street frontage	Minimum of 3 feet from any property line	See subsection B1 of this section

B. Additional Regulations For Signs In Residential Districts:

1. Residential Entrance Monument Signs: Residential entrance signs must be constructed of natural materials including brick, stone, hardwood, or polymer material with a wood appearance that matches or complements the face of the sign.



2. Identification Signs For Allowable Nonresidential Uses: Only nonilluminated signs are permitted. (Ord. O-16-013, 5-5-2016)

**Sec. 13.602. Nonresidential Districts.**

A. Summary Table Of Regulations For Signs In Nonresidential Districts:

Sign Type	Maximum Sign Area	Maximum Height	Maximum Number	Location	Additional Requirements
Awning and canopy signs	Maximum of 2/3 of the face of the awning or canopy on which the sign is displayed	No awning or canopy sign shall protrude above the ground floor or 20', whichever is less; no awning or canopy sign shall protrude above the canopy or awning to which it is attached	1 per street frontage per business	Only over or on the portion of the building frontage occupied by the business identified by the sign; a minimum of 8' clearance above a sidewalk or vehicular use area	See subsection B5 of this section
Commercial directional signs	2 sq. ft.	4'	1 per street frontage for directing traffic into the site; no maximum for other directional signs	Minimum of 3' from any property line	See subsection B1 of this section
<u>Community Landmark Sign</u>	<u>672 sq. ft. per sign face, with a maximum of 2 sign faces per structure</u>	<u>45' feet in height measured from the top of the display face to the grade of Illinois Route 390 (Elgin O'Hare Expressway) or 60' feet in height measured from the top of the display face to the grade along the south side of Thorndale Avenue.</u>	<u>Only one community landmark sign shall be built within the municipality; serving as a "gateway" or "identifier" for motorists traveling both east and west along Illinois Route 390 (Elgin O'Hare Expressway).</u>	<u>Within 700' of Illinois Route 83; visible to motorists travelling in both directions on Illinois Route 390 (Elgin O'Hare Expressway); Along the south side of Thorndale Avenue.</u>	<u>See Subsection B10 of this section</u>

Electronic message centers	Subject to the applicable wall, window, or monument sign area requirements	Subject to height requirements for monument and wall signs	1 per business, provided that it is counted toward (and not in addition to) the applicable maximum number of permitted wall, window or monument signs	Subject to applicable monument, wall, or window sign requirements	See subsection B8 of this section
Marquee signs	The sign area counts toward the permitted wall sign area	Subject to approval by the city council	1 per business	Only over or on the portion of the building frontage occupied by the business	See subsection B4 of this section

				identified by the sign; a minimum of 8' clearance above a sidewalk or vehicular use area	
Menu board signs	25 sq. ft.	6'	1 per zoning lot	Minimum of 3' from any property line	n/a
Monument signs on zoning lots with less than 50' of street frontage	No monument sign is permitted				
Monument signs on zoning lots with 50' or more, up to 100', of street frontage	60 sq. ft.	6'	1 per street frontage per zoning lot, provided that the minimum horizontal distance between signs is 200'; additional monument signs are permitted on sites with multiple businesses, provided they are a minimum of 200' apart	Minimum of 3' from the street line and set back from the interior property lines a minimum of 10% of the zoning lot width (see the definition of "lot width" in the UDO)	See subsection B1 of this section
Monument signs on zoning lots with more than 100' of street frontage	75 sq. ft.	10'			
Projecting signs	1 sq. ft. per 1 linear foot of building frontage or a maximum of 40 sq. ft., whichever is less	No projecting sign shall protrude more than 5' above a roofline or be greater than 25' above the street centerline, whichever is less	1 per street frontage per business	Only over or on the portion of the building frontage occupied by the business identified by the sign; a minimum of 8' clearance above a sidewalk or vehicular use area	See subsection B3 of this section
Residential	In accordance with section 13.601 of this article, requirements for residential				

entrance monument sign	districts				
Shopping center monument signs <sup>2</sup>	100 sq. ft.	20'	1 sign per large scale shopping center on a zoning lot in addition to other permitted monument signs; provided that the minimum horizontal distance between each monument sign on the site is 200'	Minimum of 3' from any property line	See subsection B9 of this section
Tollway monument sign bonus	200 sq. ft.	20'	1 monument or wall sign per zoning lot with tollway (Illinois Route 390) and associated street frontages	Along the tollway or associated frontage road right of way and subject to the same setbacks as other monument signs	Only 1 monument and 1 wall sign is permitted on the tollway and associated street frontages per zoning lot. The bonus sign allows the erection of a sign that is larger than the typical monument and wall sign regulations
Tollway wall sign bonus	3 sq. ft. per 1 linear foot of building frontage or a maximum of 300 sq. ft., whichever is less	No projection above the roof, parapet, or fascia of any building upon which it is located		Only over or on the portion of the building frontage occupied by the business identified by the wall sign	
Under canopy signs	5 sq. ft.	No under canopy sign shall protrude above the canopy upon which it is supported	1 per business	Only over or on the portion of the building occupied by the business identified by the sign; a minimum of 8' clearance above a sidewalk or	See subsection B6 of this section

				vehicular use area	
Wall signs on buildings set back from the street line up to 120'	2 sq. ft. per 1 linear foot of building frontage or a maximum of 100 sq. ft., whichever is less				
Wall signs on buildings set back from the street line between 121' and 240'	2 sq. ft. per 1 linear foot of building frontage or a maximum of 200 sq. ft., whichever is less	No projection above the roof, parapet, or fascia of any building upon which it is located	1 per street frontage per business; plus 1 8-sq. ft. sign for any public rear entrance	Only over or on the portion of the building frontage occupied by the business identified by the wall sign, or over the business entrance if not on the building frontage	See subsection B2 of this section
Wall signs on buildings set back from the street line more than 240'	2 sq. ft. per linear foot of building frontage or a maximum of 300 sq. ft., whichever is less				
Wall signs within the area designated as town center business district in the unified development ordinance	1.5 sq. ft. per 1 linear foot of building frontage or a maximum of 75 sq. ft., whichever is less				
Window signs <sup>1</sup> for businesses on zoning lots that are less than 10 acres in area	25% of the total window area of the building frontage or portion of the building frontage occupied by the business				
Window signs <sup>1</sup> for businesses on zoning lots that are 10	50% of the total window area of the building frontage or portion of the				

acres or more in area	building frontage occupied by the business				
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Notes:

1. Temporary window signs in accordance with section 13.502 of this chapter count toward the maximum sign area provisions for window signs.
2. Integrated shopping centers comprising at least 200,000 contiguous square feet of land with at least 1,000 linear feet of frontage on Irving Park Road, a maximum of 5 additional monument signs spaced a minimum of 200 feet apart are permitted. The maximum sign area of each additional sign is 144 square feet. The maximum height is 20 feet. The additional signs are only permitted within 10 feet of the lot line adjacent to Irving Park Road. Pole signs are prohibited.

B. Additional Regulations For Signs In Nonresidential Districts:

1. Freestanding Signs:

- a. Commercial directional signs may identify the occupant of the property provided that the directional message is the predominant copy and a permit is obtained.
- b. Monument signs for properties occupied by multiple tenants can display panels for each tenant provided that the overall monument sign size does not exceed the maximum allowed.

2. Wall Signs:

- a. When a business that is licensed by the city to operate does not have building frontage (e.g., bank located inside a grocery store), the business will be allowed to install a wall sign on the building frontage, in a location approved by the property owner, up to a maximum of thirty six (36) square feet in area.

3. Projecting Signs:

- a. Where the city has approved the encroachment of a projecting sign into the public right of way, the requirements of section 13.704 of this chapter apply.
- b. No projecting sign may project more than five feet (5') from a building wall.

4. Marquee Signs:

- a. Where the city has approved the encroachment of a marquee sign into the public right of way, the requirements of section 13.704 of this chapter apply.
- b. Individual, freestanding letters may project no more than six inches (6") beyond the sign face.

5. Awning And Canopy Signs:

- a. Where the city has approved the encroachment of an awning or canopy sign into the public right of way, the requirements of section 13.704 of this chapter apply.
- b. Individual, freestanding letters may project no more than six inches (6") beyond the sign face of a canopy sign.
- c. No awning sign shall project vertically above or horizontally beyond the physical dimensions of such awning, wherein any sign located on an awning must be affixed flat to the surface of the awning.

d. The framework for awnings and canopies must comply with the city building code and section 13.305 of this chapter.

6. Under Canopy Signs: The width of an under canopy sign shall not exceed three-fourths ( $\frac{3}{4}$ ) of the building overhang projection.

7. Window Signs: Signs located within twelve inches (12") of the inside of a window shall be subject to these provisions.

8. Electronic Message Centers:

a. An electronic reader board shall only be operated in nonflashing mode, with electronic changeable copy displaying only on premises messages.

b. The scrolling or changing of a static message onto the sign from one direction only per display shall be permitted, provided that a single message or segment of a message shall have a minimum display time of at least two (2) seconds and it may not take longer than thirty (30) seconds to display the entire message.

9. Shopping Center Monument Signs: Shopping center monument signs may advertise the name and location of the shopping center, as well as additional tenant names, provided that they are only on sites that are ten (10) acres or more in size. (Ord. O-16-013, 5-5-2016)

10. Community Landmark Sign:

a. A community landmark sign shall be privately owned and shall provide availability and display time for municipal, civic, and emergency messaging and may display on-premises and off-premises advertising.

b. A community landmark sign may have up to two display faces, placed either back to back or in a V-shaped configuration. Each display face shall be no more than fourteen (14) feet high and forty-eight (48) feet long for a maximum square footage of six hundred seventy-two (672) square feet per display face.

c. The operation of a community landmark sign display face shall be allowable for a continuous twenty-four (24) hours. Architectural, hardscape and landscape lighting features of the community landmark sign may also operate for a continuous twenty-four (24) hour period.

d. All message or copy change of the community landmark sign display face shall be instantaneous. Scrolling, fading, animated, flashing or moving messages or copy is prohibited. No display face shall change message or copy more than once every ten (10) seconds. In instances where portions of the sign display face malfunctions, the operator shall repair the faulty LED module(s) within 24 hours or turn off the display face entirely until the necessary repairs can be made.

e. A community landmark sign display face may not message or advertise adult or sexually-oriented businesses or materials, hate speech, or use any form of profane language or promotion of any message that would be obscene in nature.

f. A community landmark sign shall incorporate ambient light sensors that measure the levels of surrounding light and automatically reduce the intensity of illumination during periods of darkness or increase the intensity of illumination during periods of brightness. No community landmark sign display face shall exceed a maximum illumination intensity of 500 nits during night time hours (dusk until dawn) and 7,500 nits during day time hours (dawn until dusk) when the display face is in direct sunlight. A community landmark sign display face shall not spill light or glare exceeding 0.3 foot candles of light above the ambient light level. The lighting measurements described above shall be reviewed and confirmed by the City Engineer.

g. The architecture of a community landmark sign shall incorporate visual art or architecture elements in addition to its messaging function thereby creating a unique or distinctive architectural design. A community landmark sign design shall incorporate one or more of the following architectural elements: natural or reproduced stone, stucco, wood, brick, ornamental iron or decorative steel. A community landmark sign shall incorporate landscaping at the base of the sign and require the operator (the entity, person, or individual who owns the Illinois Department of Transportation outdoor advertising sign permit) to permanently maintain the landscaping. The owner or operator of the community landmark sign shall continuously maintain the structure and surrounding associated area. The municipality may require a community landmark sign to display the name of the municipality or local identifiable community area as part of the structure.

h. A community landmark sign shall not be considered a principal use or structure on a lot and shall be allowed on lots that already have principal uses or structures.

i. Prior to permit application submittal, the community landmark sign design shall be reviewed by the Streetscape and Economic Enhancement Committee, followed by City Council. The permit application shall be submitted, reviewed, and approved under the municipality's standard building permit process and shall not require additional subdivision and land development approval. Revisions to a proposed community landmark sign design shall not be considered a substantial amendment requiring a formal resubmission of a community

landmark sign permit application. Based upon comments received from the municipality, the applicant shall be permitted to revise the community landmark sign design as many times as may be necessary to obtain design approval.

- j. No community landmark sign shall be permitted without all required State permits or approvals.





*Redesigning the Outdoor Media Landscape*

# The City of Wood Dale

*The Community Landmark Sign™*



*Premier Media, LLC* develops one-of-a-kind outdoor signage that defy traditional architectural features. These installations are aptly called *Community Landmark Signs™* and each communication platform is unique to the municipality in which it sits. They serve as an iconic gateway within the local community landscape, they can provide recognizable branding for municipalities, commercial, retail and industrial building complexes, or simply complement the traditional landscape by using community art married with modern communication technology. It is also important to know that with all of our projects, we reserve space for the municipality to communicate their local events (i.e., Holiday & Memorial/St. Patrick's Day Parades, School/Road Closings, Weather Alerts, Local Announcements, etc.) as well as reserved space for Local Non-profits to use at no cost. This is the least we can do as a community-minded organization.

As we explore the partnership with many communities and landowners throughout the United States, at the forefront of every conversation is being able to bring a high aesthetic value to these sites; identifiable, attractive and conducive to the local landscape. Our signs undoubtedly bring this **high aesthetic component** with an equally important **economic benefit** to the landowners, municipalities and local area businesses alike.

Obviously, one of the things we'd like to explore is a partnership whereby *Premier Media* may be able to enhance the visual interest of certain sites via our unique signage within the *City of Wood Dale*. We welcome the opportunity to show you and your team some of our custom design work!

The design concepts shown within are illustrative in nature and proprietary to *Premier Media, LLC*. They do not represent an agreement for use with any single municipality, land-owner or entity.

Privileged and Confidential. Not to be disseminated outside of the original intended recipient(s).





# Benefits – The City of Wood Dale

- Design would uniquely identify *The City of Wood Dale* (along the Elgin O'Hare Expressway)
  - Similar to the *The City of Wood Dale* "Clocktower Monument" along Wood Dale Rd.
- Provide a constant communication platform for local City & Community information at no cost

*Think...An extension of your City website and newsletter to boost community awareness, i.e.*

  - Public safety information
  - Weather alerts & road closings
  - Local fundraising and sporting events
  - Holiday, school function or community announcements

*(i.e., "Music In The Park", Annual Public Works Messaging, Eco. Development, etc.)*
- Local Non-Profits & Community Groups can use the display at no cost

- ✓ **100%** of the Design, Engineering & Approval expenses incurred by us
- ✓ **100%** of the Maintenance & Operation incurred by us
- ✓ **100%** of insurance of displays in both public liability and property damage incurred by us



# The City of Wood Dale Financial Benefits - *Overview*

## PROLOGIS® *Local Impact:*

- Prologis employs over **160** local community members and contributes over **\$415,000,000.00** in Annual Taxes across their 2 site locations that sit adjacent to the newly developed *The Elgin O'Hare Expressway* in addition to many other buildings they own within the municipality boundary lines providing for an even greater tax base and local employee impact.
- The enclosed Proposal highlights just 1 of these site locations whereby Prologis is the underlying landowner looking to implement a communication platform; The *Community Landmark Sign™* along *The Elgin O'Hare Expressway*.
  - ✓ The *Community Landmark Sign™* would display prominent City identification at the top welcoming commuters and visitors into the municipality and have a unique and “enhanced” design aesthetic that differs greatly from the traditional expressway message/advertising sign, making this installation **100% unique to the City of Wood Dale.**
- Prologis proposes to contribute **40%** of their Sign Land Lease Rent each year for a minimum of 20 years to the City of Wood Dale (**\$16,000.00**) **and provide 1 free message slot on the Sign Structure** for the City to communicate its preferred news and events. The City messaging would be displayed once every minute; 24hrs./day; 365 days/year.
- In addition, there will also be a proposed one-time **Impact Fee** to the City of Wood Dale in the amount of **\$20,000.00** which is designed to have an immediate and positive impact on the near-term municipal budget.

# The City of Wood Dale Financial Benefits – *Summary*

**\$20,000.00**

Year 2021 One-time Impact Fee Payment to the City of Wood Dale

**+**

**\$18,564.00**

Average Payment per/yr. to the City of Wood Dale – Next 20 Years

<u>TERM OF LEASE</u>	<u>AMOUNT PER YEAR</u>	<u>AMOUNT PER MONTH</u>
YRS 1-5	\$16,000.00	\$1,333.33
YRS 6-10	\$17,600.00	\$1,466.67
YRS 11-15	\$19,360.00	\$1,613.33
YRS 16-20	\$21,296.00	\$1,774.67

\*10% escalators applied every 5 years

2021 Bottom Line Year 1 Impact: **\$36,000.00**


# City's Current Use of Outdoor Digital Messaging – *Wood Dale Rd. / Irving Park Rd.*

- Similar to the below digital communication Sign within the City, the proposed *Community Landmark Sign™* will be designed in conjunction with the municipality to include City identification.
  - In contrast to the below digital communication Sign, the *Community Landmark Sign™* will provide a meaningful long-term **financial impact** to the City.
  - In addition, the City will have one *free* message slot on the *Community Landmark Sign™* capturing the visibility of over 100,000 local community members daily. The City messaging will be visible **once every minute for 24hrs. of the day** and the content can be changed as frequent as the City would like.
- Important Note: Premier Media can also assist the City with content creation and uploading the messages to the Sign in efforts to not take up City staff's time and effort.

**Clock Installed Atop Clock Tower**  
**Post Date:** 08/03/2018 11:28 AM

The clock has been mounted atop the new Clock Tower at the intersection of Wood Dale Road and Irving Park Road. Wood Dale is one step closer to having a new focal point for the City!

City of Wood Dale  
about 3 years ago





# Surrounding Landscape Entering Wood Dale – *Elgin O'Hare Expressway*

As you approach the Salt Creek Trail and enter into The City of Wood Dale from the West, there is an opportunity to **re-identify** this 1.5 mile stretch within the municipality.





# Proposed Location - Elgin O'Hare Expressway within General Commercial / Industrial Landscape

**Note:**

- 1. As evidenced by the heavy commercial & industrial landscape along this particular stretch of the Elgin O'Hare Expressway within the *City of Wood Dale*, the environment is conducive for **Community Landmark Sign™** use and development.



 **Existing Billboard** within the City of Wood Dale along the Elgin O'Hare Expressway



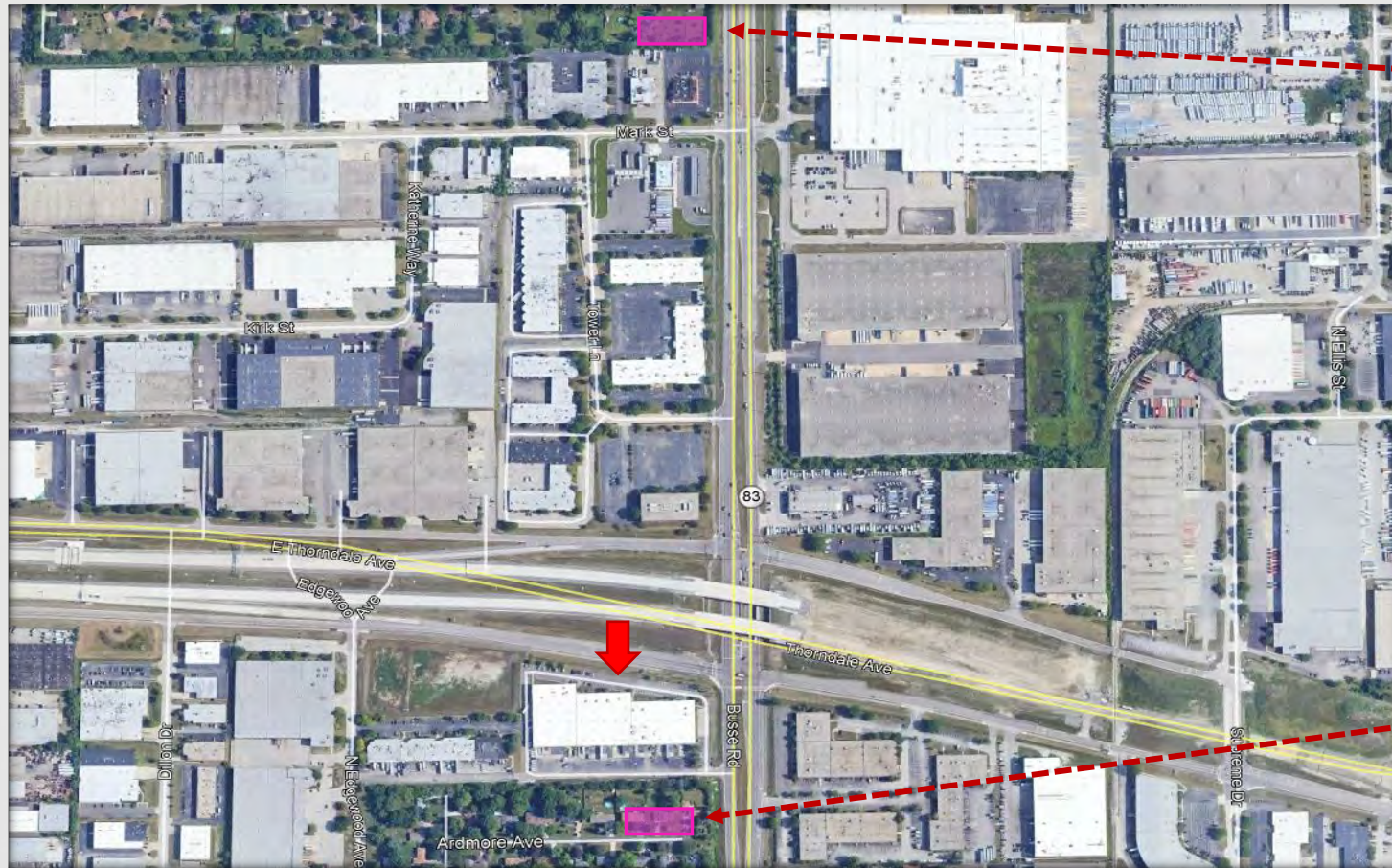
 **Proposed Placement of the Community Landmark Sign™**





# Distance to Residential Properties

- The below images are meant to provide the City with the comfort knowing that the proposed *Community Landmark Sign™* would be situated away from and not able to be seen directly from any residential property:
  - The dimensions shown below are depicted “as the crow flies” and are compounded with other visual barriers such as industrial building height, elevation of the expressway and property vegetation/trees.



**2,800ft.**  
From residential to the North

**600ft.**  
From residential to the South

 Residential Property

 Proposed Placement of the Community Landmark Sign™



# View(s) from Residential along Ardmore Avenue

- There will be **zero visibility** to the Sign structure from the nearest residential property along Ardmore Avenue. The views below are taken from the driveway (1) as well as the farthest point of the backyard (2).



 Proposed Placement of the Community Landmark Sign™



# By Comparison; City of Wood Dale - Clocktower

## Overall Features

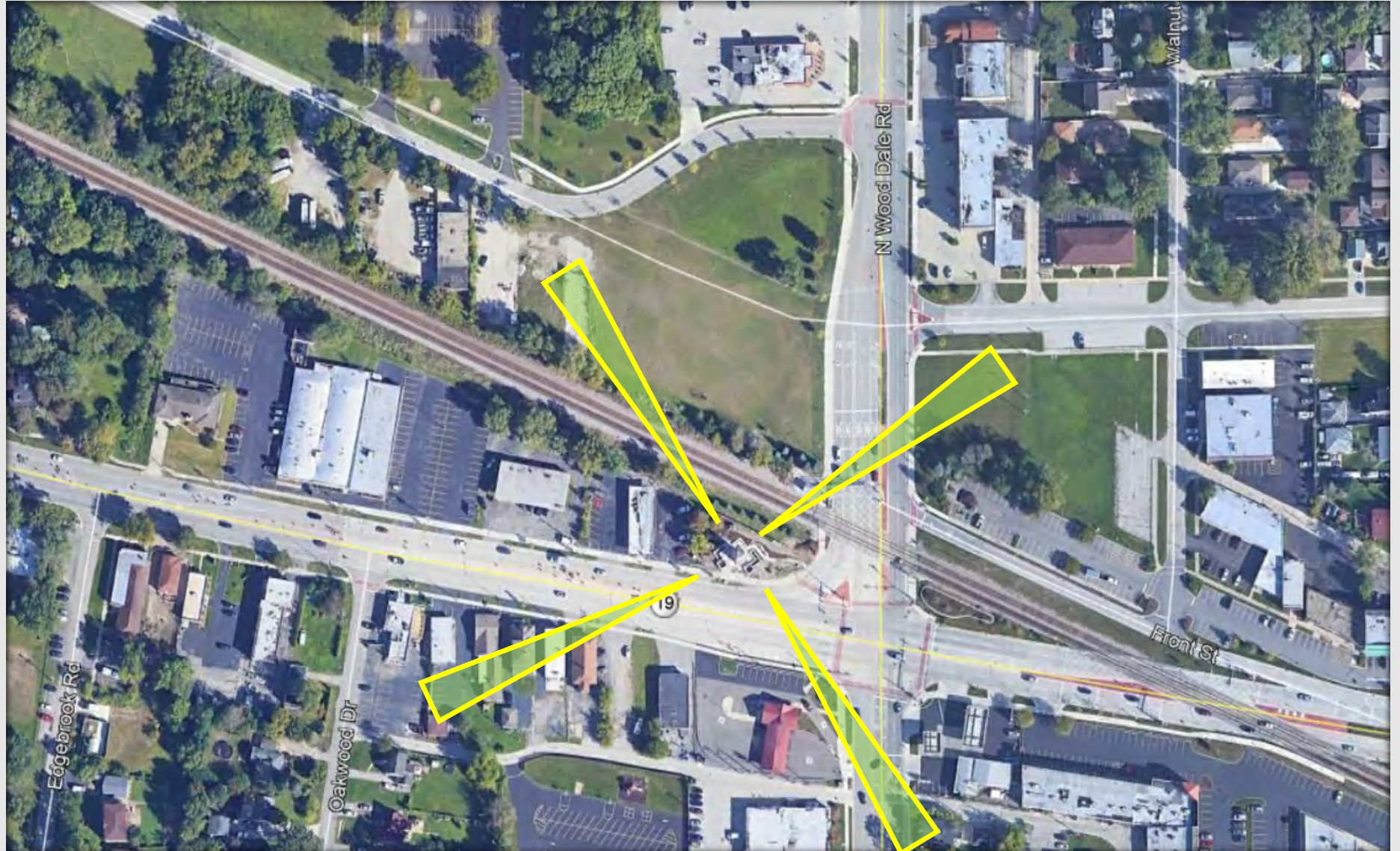
- Approx. 35ft. High
- 4-sided LED Displays
- Approx. 240+sq.ft. Sign Face Display Area
- 520ft. from Residential (Oakwood Dr.)



- 35mph Roadway Speed
- “Quintessential Main Street”



*Conducive in this landscape / environment!*  
(With no intention of proliferation)





# Proposed Area – *Elgin O'Hare Expressway*

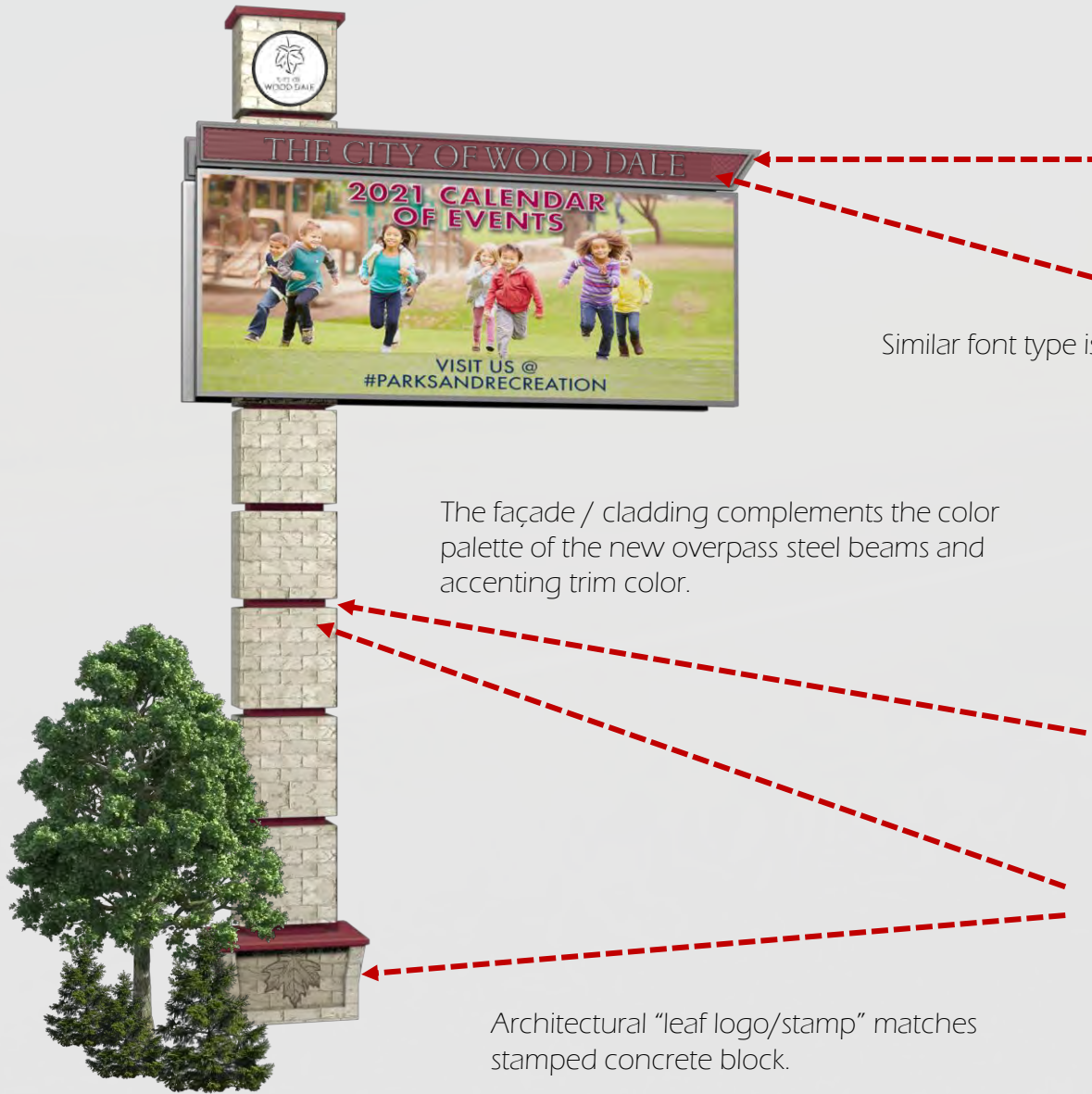
- The **Sign Design Concepts** shown within the following pages of this presentation aim to pull architectural features of the surrounding environment such as the stonework, color palette, font/text style and stamped artwork of the nearby overpasses.



# CUSTOM DESIGN OPTIONS – *The Community Landmark Sign™*



# Architectural Rendering - *Design Concept 1*



The honey-combed mesh "ID" plate can be interior-illuminated.

Similar font type is used.

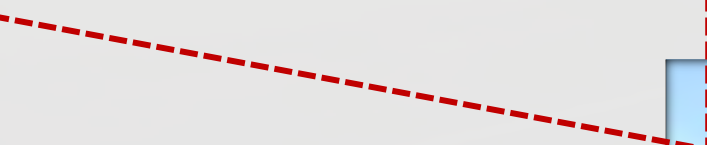
The façade / cladding complements the color palette of the new overpass steel beams and accenting trim color.

Architectural "leaf logo/stamp" matches stamped concrete block.





# Architectural Rendering - *Design Concept 2*



Similar font type is used.



Architectural "leaf logo/stamp" matches stamped concrete block.

The "mesh-like" support column complements the color palette of the new overpass steel beams and accenting trim color.



# Architectural Rendering - *Design Concept 3*



An architectural lantern gives the appearance of an "entrance" or "gateway" into the municipality.

Similar font type is used.

Municipal establishment date.

Façade stonework / cladding can complement the surrounding overpass or (in this case) be unique to the Sign.





# Architectural Rendering - *Design Concept 4*



Similar font type is used.

Unique design features showcase a more abstract and modern look.

The architectural cladding complements the color palette of the new overpass steel beams and accenting trim color.



# Architectural Rendering - *Design Concept 5*



Traditional "City Hall" design inspiration with similar blue accents that match the Municipal Complex.

Municipal seal incorporated into top structural molding / framing.





# Architectural Rendering - *Design Concept 6*



"Main Street" clocktower feel with decorative framing.

Structural cladding painted to match the color palette of the municipal complex.



# Architectural Rendering - *Design Concept 7*

← Frosted glass-like top with internal up-lighting produces a soft color glow that can be programmed to match the display content (i.e., Red/White/Blue for Memorial Day, Green for St. Patrick's Day, etc.)

WELCOME TO WOOD DALE



Aeronautical-inspired design from nearby Chicago O'Hare International Airport.



← The City logo can be positioned at the lower portion of the sign base serving as an "identifier" for motorists traveling along Thorndale Avenue as well.





# Street View – *Proposed Community Landmark Sign™* (Using Sample Design #6. Other designs are interchangeable)

Address: 950 N. Route 83 Wood Dale, IL 60191

**Note:** Actual street views from the Elgin O’Hare Expressway cannot be obtained at this time due to the expansionary roadway project.



- Note:**
- For illustrative purposes only in order to highlight general viewing angle
  - Dimensional scale and set-back from Right-of-Way may not be exact
  - Vegetation removal and additional landscaping elements (if required) are not shown



# Street View – *Proposed Community Landmark Sign™* (Using Sample Design #6. Other designs are interchangeable)

Address: 950 N. Route 83 Wood Dale, IL 60191



**Note:** Actual street views from the Elgin O’Hare Expressway cannot be obtained at this time due to the expansionary roadway project.

- Note:**
- For illustrative purposes only in order to highlight general viewing angle
  - Dimensional scale and set-back from Right-of-Way may not be exact
  - Vegetation removal and additional landscaping elements (if required) are not shown



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## **PUBLIC HEALTH, SAFETY, JUDICARY & ETHICS** **COMMITTEE MINUTES**

Committee Date: August 12, 2021  
Present: Ald. Ames, Catalano, Curiale, Jakab, Messina, Sorrentino, Susmarski and Woods  
Absent: None  
Also Present: Mayor Pulice, Treasurer Porch, Clerk Curiale, City Manager Mermuys, Police Chief Vesta, A. Lange, E. Cage, B. Wilson  
Meeting Convened at: 7:55 p.m.

### **APPROVAL OF MINUTES:**

Ald. Messina made a motion, seconded by Ald. Sorrentino, to approve the minutes of the July 8, 2021 meeting as presented. A voice vote was taken, with all members voting aye.

### **REPORT & RECOMMENDATION**

APPROVAL OF AGREEMENT WITH CTS GROUP FOR POLICE DEPARTMENT HVAC REPAIR AND REPLACEMENT

### **DISCUSSION:**

Chief Vesta briefly reviewed the need for replacement. City Council gave prior approval to enter into an agreement with CTS. Michele James and Sumit Ray were present to review the proposed improvements and address any concerns. Ms. James reviewed the existing conditions and their recommendations. It was noted that two boilers are currently down and out of operation. She reviewed web based advantages compared to pneumatic controls, noting they offer 3-year remote service support on the system, including training. The benefits will outweigh any initial costs. The proposed system would allow the ability to add City Hall on to the HVAC in the future if need be. Ald. Catalano asked about the bidding process. Chief Vesta stated CTS is an energy service company who will go out and get qualified quotes. Ald. Sorrentino inquired about boiler insurance for the building; Director Wilson confirmed that is covered.

Ms. James reported CTS also seeks grant/funding assistance through the gas and electric companies. They can seek a grant that would be just under \$5,000.00 and can handle the grant process.

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Ms. James reviewed the next steps if approval is received at Council next week. Estimated project completion will be in February of 2022.

Ald. Woods inquired about a system that cleans the air. Ms. James stated there are additional costs for that, but agreed to get some options and the benefits to the City. She noted that this would be another advantage of the web system over the pneumatic system.

**VOTE:**

Ald. Susmarski made a motion, seconded by Ald. Sorrentino, to approve an Agreement with CTS Group for the Police Department HVAC Repair and Replacement in an amount not to exceed \$484,744. A roll call vote was taken, with the following results:

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

**REPORT & RECOMMENDATION:**

REQUEST FOR ADDITIONAL CLASS A LIQUOR LICENSE

**DISCUSSION:**

Chief Vesta reported there is an application for a Hawaiian themed restaurant and bar to be located in Georgetown Shopping Center where another similar bar had been located. Applicants Randy and Ron Ruhl gave a presentation on what they envision for this new business. They have no intentions of putting in gambling machines or even televisions.

Chief Vesta stated this is for a Class A license for drinks without a meal, and that an AR License would also be appropriate.

**VOTE:**

Ald. Woods made a motion, seconded by Ald. Ames, to approve a request for an additional Class A Liquor License. A roll call vote was taken with the following results:

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





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

- PD Space Needs Design – Fall

**ADJOURNMENT:**

Ald. Ames made a motion, seconded by Ald. Woods, to adjourn the meeting at 8:45 p.m.  
Upon a voice vote, the motion carried unanimously.

*Minutes taken by Eileen Schultz*



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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: September 9, 2021  
Subject: Police Department Facility Design  
Staff Contact: Greg Vesta, Chief of Police  
Department: Police Department

**TITLE:** Approval of an Agreement with FGM Architects for a Conceptual Study for Updates to the Police Department Facility

### **RECOMMENDATION:**

Approve an agreement with FGM Architects to assist the Police Department with renovation recommendations for a portion of the facility.

### **BACKGROUND:**

The police department building, which was built over 30 years ago, is in need of some refreshing of the workspaces and examination of a better utilization of certain areas of the department.

There are currently two areas where this project has been identified for completion. The CIP includes \$12,000 for design services during this fiscal year. At this time, \$146,000 additional has been budgeted for these renovations during the current and upcoming fiscal year. It is unknown until the study is done what the final cost estimate for completion will encompass.

In addition, as part of the Strategic Plan, one of the objectives identified as to “improve aging and outdated buildings and workspaces.” The police department study was identified as one of those measure to be implemented as part of the strategic plan.

### **ANALYSIS:**

In the 30 years since the facility was built, a number of changes have occurred that necessitate this review. The previous 9-1-1 dispatch center is no longer utilized as it was intended, the watch commander’s office which was used in the 1990s in a manner

different from today, and the changing workforce demographics that does not allow ample space in the female locker room.

Several areas of the police department, including the administrative and investigations offices are not the focus of this study. The study would examine the current workflow, make recommendations for a refresh of workspaces, consider changing needs such as the need for areas dedicated to social work follow-up, and prepare the agency for the next decades within the current building confines.

In addition to the workspaces, recommendations would be made for overall design to include replacement of wallpaper that is falling off the walls, and other general wear and tear that needs refreshing. A preliminary review of the structure denotes substantial flexibility due to the load bearing structure being outside of the affected areas. If any room configurations needed to occur, it would likely not include load bearing structures of the building.

If City Council concurs with this recommendation, staff will prepare the appropriate resolution for passage at the next City Council meeting.

**DOCUMENTS ATTACHED**

- ✓ Proposal for architectural services

# FGMA ARCHITECTS

Proposal for

Architectural Services

for

**Conceptual Planning Study for a Police Station Renovation**  
Wood Dale, Illinois

Submitted to:

**CITY OF WOOD DALE**  
404 N Wood Dale Road  
Wood Dale, Illinois 60191

By:

**FGM ARCHITECTS INC.**  
1211 West 22nd Street, Suite 700  
Oak Brook, IL 60523

September 2, 2021

## 1.0 SCOPE OF PROJECT

FGM Architects understands that the City of Wood Dale wishes to perform a conceptual planning study to renovated portions of the existing police station. The purpose of the study is to identify how renovations can take advantage of underutilized space where the former 911 dispatch center was located and create more efficient flow and workspace focusing on the existing areas on the north side of the police station between the existing workout room and the lobby. Other areas of the police station will be reviewed for potential minor renovation work. The study will be utilized for fiscal planning for future implementation work.

The following items are included in the study:

- 1.01 Review the police department's operations to understand space needs requirements and functions to be included within the renovated areas.
- 1.02 Develop conceptual floor plan solutions for renovated areas within the existing building.
- 1.03 Prepare conceptual cost budgets for the project. Budgets will include allowances for furniture, fixtures, and equipment as well as other soft costs such as fees and contingencies for a total project budget.

## 2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following professional architectural services for the project:

### 2.1 Design Services

#### 2.1.1 Building Programming

Project Kick Off and Information Gathering: Architect will meet with the police department and city, if required, to confirm project goals and expectations and gather information about the operational requirements of the police department.

- .1 Pre-Meeting Preparation: To be most efficient in gathering required information, FGMA will review organizational charts, standard operating procedures, and other pertinent documentation as applicable.
- .2 Information Gathering Meetings: Based on input from the police department and city, FGMA will meet with police staff so we can gather enough information to generate the space needs requirements for the areas to be renovated.
- .3 After completing the information gathering meetings, develop a building program identifying all spaces to be included within the renovated areas. The building program is a spreadsheet identifying the spaces required.

#### 2.1.2 Conceptual Plan Development

Conceptual Site and Floor Plans: Utilizing the building program generated in paragraph 2.1.1, FGMA will prepare conceptual floor plans for the areas to be renovated. For this work, we have assumed the city will permit FGMA to utilize the drawings of the existing



police station.

- .1 Utilizing the building program, we will develop conceptual floor plans indicating how the renovated areas can be laid out to function with the existing building. The conceptual floor plans will show space layouts diagrammatically.
- .2 The plans will be reviewed with the police department and city and refined.

### 2.1.3 Conceptual Budget Development

FGMA will provide a project budget based on cost per square foot basis. FGMA specializes in the design and construction of police stations and has a large database of recent police station projects on which to base costs on. The project budget will include the cost of construction as well as soft costs for fees, contingencies, furniture, etc.

### 2.1.4 Deliverables

- 1. Space needs program for the areas to be renovated.
- 2. Conceptual floor plans showing how the building can be renovated to meet the needs of the police department.
- 2. Project budgets for the renovation work.

## 2.2 Consultants

FGM will perform all work in-house and no additional consultants will be utilized.

## 3.0 ARCHITECT'S COMPENSATION

The City of Wood Dale shall compensate FGMA Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

- 3.1 For all professional services in connection with the Design Services as described in Paragraphs 2.1 above we propose a **Lump Sum Fee of \$12,000.00 plus Reimbursable Expenses** as defined within this Proposal. Local travel (travel less than 100 miles), phone, fax, and printing of review documents shall not be charged as a Reimbursable Expense.
- 3.2 For any Additional Services authorized by the city beyond the scope of this Proposal, FGMA shall be compensated based on the hourly rates in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses.
- 3.3 In addition to the compensation above, FGMA shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items. **We recommend establishing a Reimbursable Allowance of \$200**, which FGM shall not exceed without prior written approval of the city. Reimbursable Allowance includes costs for items 3.3.1 and 3.3.2 below.
  - 3.3.1 Expense of postage and/or delivery.
  - 3.3.2 Expense of printing

# FGMA ARCHITECTS

- 3.4 Payments shall be made monthly by the Owner to FGMA upon receipt of FGMA's invoice.
- 3.5 Payments shall be made by the Owner to FGMA upon receipt of FGMA's invoice in accordance with the Local Government Prompt Payment Act.
- 3.6 Non-payment of invoices shall constitute grounds for discontinuing service.
- 3.7 The terms of this Proposal are based upon services commencing within 30 days and all services being completed within 4 months thereafter.

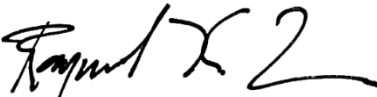
**4.0 Form of Agreement**

Contract Form: For this project, your signature on the bottom of this proposal will serve as our contractual agreement. If this proposal is acceptable to you, please sign the bottom of this letter, which will authorize FGMA to proceed with the work.

If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service to the City of Wood Dale for this project.

Sincerely,

**FGM ARCHITECTS INC.**



**Raymond K. Lee** | Principal  
Phone: 630.574.8711  
[RayL@fgmarchitects.com](mailto:RayL@fgmarchitects.com)



**Andrew J. Jasek** | Executive Vice President  
Phone: 630.574.8709  
[AndyJ@fgmarchitects.com](mailto:AndyJ@fgmarchitects.com)

**Proposal Accepted By:**

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City of Wood Dale Representative	Title	Date
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# FGMARCHITECTS

## HOURLY RATE SCHEDULE

Effective February 1, 2021\*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

<b>FGM Architects</b>	
Principal	\$250.00
Arch IV	\$220.00
Arch III	\$175.00
Arch II	\$145.00
Arch I	\$105.00
Interior Designer IV	\$215.00
Interior Designer III	\$170.00
Interior Designer II	\$145.00
Interior Designer I	\$100.00
Landscape Architect	\$180.00
Project Administrator	\$100.00

\*Hourly rates are subject to adjustment on November 1 each year.



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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: September 9, 2021  
Subject: Revisions City Code  
Staff Contact: Greg Vesta, Chief of Police  
Department: Police Department

**TITLE:** An Ordinance Amending Chapter 14, Article V, Sections 14.518 and 14.519 of the City Code Regarding Certain Offenses

### **RECOMMENDATION:**

Approve an ordinance amending City Code regarding certain prohibited acts.

### **BACKGROUND:**

The City Code, many portions that were written decades ago, is subject to review and revision as necessary. There are two current sections in Chapter 14 that staff has identified for revision or elimination. These sections are identified below:

Sec. 14.518. Public Indecency.

It shall be unlawful for any person to commit any indecent or immoral act or to appear in any public place in clothes properly belonging to the opposite sex or not properly or decently garbed. (1976 Code §17-17)

Sec. 14.519. Profanity.

It shall be unlawful to use profanity in any street, alley or other public place. (1976 Code §17-16)

### **ANALYSIS:**

Section 14.518 should be amended to reflect current state statutes regarding public indecency. This would allow for a local ordinance to be charged, similar to how other crimes can be charged under local ordinance where there is a first time offense or other



circumstances that allow the officer to use their discretion. Staff is recommending it be amended as follows:

**Section 14.518. Public Indecency.**

A. Any person of the age of 17 years and upwards who performs any of the following acts in a public place commits a public indecency:

1. An act of sexual penetration or sexual conduct; or
2. A lewd exposure of the body done with intent to arouse or to satisfy the sexual desire of the person.

Breast-feeding of infants is not an act of public indecency.

B. "Public place" for purposes of this Section means any place where the conduct may reasonably be expected to be viewed by others.

Section 14.519 should be eliminated from the City Code, as the definition of this offense would not be recognized as a criminal offense in a court of law.

If City Council concurs with this recommendation, staff will prepare the appropriate ordinance for passage at the next City Council meeting.

**DOCUMENTS ATTACHED**

✓ None



**PUBLIC WORKS**  
**COMMITTEE MINUTES**

Committee Date: August 12, 2021  
 Present: Ald. Ames, Catalano, Curiale, Jakab, Messina, Sorrentino, Susmarski and Woods  
 Absent: None  
 Also Present: Mayor Pulice, Treasurer Porch, Clerk Curiale, City Manager Mermuys, Police Chief Vesta, A. Lange, E. Cage, B. Wilson, and City Attorney Bond  
 Meeting Convened at: 8:45 p.m.

**APPROVAL OF MINUTES:**

Ald. Messina made a motion, seconded by Ald. Ames to approve the minutes of the July 8, 2021 meeting as presented. A voice vote was taken, with all members voting aye.

**REPORT & RECOMMENDATION**

APPROVAL OF AGREEMENT BETWEEN CITY OF WOOD DALE AND SCHROEDER ASPHALT SERVICES, INC. FOR FY2022 PAVEMENT PATCHING PROGRAM

**DISCUSSION:**

None

**VOTE:**

Ald. Woods made a motion, seconded by Ald. Messina, to approve Approval of an Agreement between the City of Wood Dale and Schroeder Asphalt Services, Inc. for the FY 2022 Pavement Patching Program in an Amount Not to exceed \$96,675. A roll call vote was taken, with the following results:

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

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**REPORT & RECOMMENDATION:**

APPROVAL OF AGREEMENT BETWEEN CITY OF WOOD DALE AND SEWERTECH, LLC FOR FY2022-23 SEWER CLEANING AND TV PROGRAM

**DISCUSSION:**

Director Lange briefly reviewed sewer cleaning and televising process.

**VOTE:**

Ald. Messina made a motion, seconded by Ald. Woods, to approve an Agreement between the City of Wood Dale and Sewertech, LLC for the FY 2022-23 Sewer Cleaning and TV Program in an amount not to exceed \$59,622.70. A roll call vote was taken, with the following results:

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

**REPORT & RECOMMENDATION:**

APPROVAL OF AGREEMENT BETWEEN CITY OF WOOD DALE AND ROBINSON ENGINEERING FOR FY2022 MANAGEMENT OF THE INDUSTRIAL PRE-TREATMENT PROGRAM

**DISCUSSION:**

None

**VOTE:**

Ald. Susmarski made a motion, seconded by Ald. Woods to approve an Agreement between the City of Wood Dale and Robinson Engineering for the FY 2022 Management of the Industrial Pretreatment Program in a Not-to-Exceed Amount of \$100,000. A roll call vote was taken with the following results:

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

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**REPORT & RECOMMENDATION:**

APPROVAL OF AGREEMENT WITH FER-PAL CONSTRUCTION, USA, LLC FOR ROY DRIVE WATER MAIN LINING

**DISCUSSION:**

Director Lange gave a brief presentation on this project, noting the City has had seven water main breaks since 2015 and numerous leaks. There have been lost revenues from water loss, staff time and equipment use. He talked about using water main lining in this area since it is just as reliable as replacing the pipe and can save costs. The work plan is for Roy Drive from Welter to just past Apollo court.

**VOTE:**

Ald. Messina made a motion, seconded by Ald. Sorrentino, to approve an Agreement with Fer-Pal Construction USA, LLC for Roy Drive Water Main Lining in an amount not to exceed \$49,200. A roll call vote was taken, with the following results:

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

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

- Street Light Policy Revision, September 9, 2021
- Irmen Street Light Installation, September 9, 2021

**ADJOURNMENT:**

Ald. Messina made a motion, seconded by Ald. Ames, to adjourn the meeting at 9:05 p.m. Upon a voice vote, the motion carried unanimously.

*Minutes taken by Eileen Schultz*



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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee:	September 9, 2021
Subject:	Revised Street Light Policy
Staff Contact:	Alan Lange, Public Works Director
Department:	Public Works

**TITLE:** Approval of Revised Street Light Installation Policy for the City of Wood Dale

### **RECOMMENDATION:**

Staff Recommends Approval of Revised Street Light Installation Policy for the City of Wood Dale.

### **BACKGROUND:**

The Public Works Committee previously tasked staff with revising the existing Street Light Installation Policy to take on a more proactive approach to new street light installations. After reviewing the existing policy as well as other standard practices, staff determined the best approach was to install street lights in unlit areas annually on a Ward-by-Ward basis in the absence of viable petitions. Similar to other maintenance practices, each year staff will identify a street within a specific Ward without existing street lighting. Staff will then assess the feasibility of street light installation and location and obtain approval from the Public Works Committee before soliciting bids. The Department will cycle through the Wards each year until all streets are adequately lit. Residents may still circulate petitions for new installation requests. Streets which receive the appropriate number of signatures will be surveyed per the existing protocol and if the majority of the block responds affirmatively that location will be prioritized for future installation.

Staff has recently submitted a Letter of Intent to DuPage County for a Community Development Block Grant funding for a future street light installation project, and was approved. The next step is to complete the application process. Due to the potential of receiving funding, it is not recommended to proceed with any new installations at this time until the application process is complete. Deadline to apply is October 1, 2021.



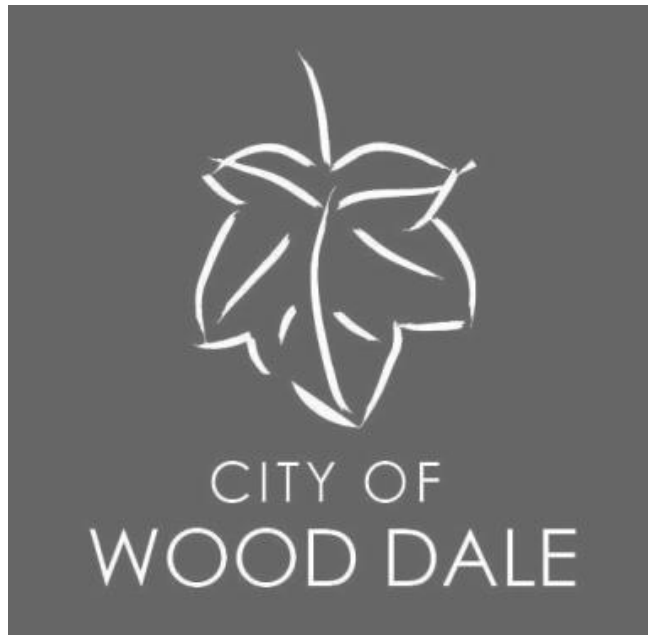
**ANALYSIS:**

Staff budgets \$30,000 annually for new street light installations. This number may need to be increased based on location and necessary controller equipment upgrades.

**DOCUMENTS ATTACHED**

- ✓ Revised Policy

# CITY OF WOOD DALE



## Department of Public Works

### Street Light Policy

Revised September 9, 2021

## Request for Street Lights

Residents may petition for street lights to be installed on their block. The threshold for the petition shall incorporate at least a 25% affirmative response rate from that block (i.e. if there are 10 homes, 3 must sign petition).

Once the petition has been submitted staff will survey the entire block to gauge the interest of all residents in moving forward. If there is a consensus (i.e. 6 out of the 10 homes responded affirmatively, no response shall count as a no) for installation amongst the majority (51%) of the block Public Works will research the cost as well as feasibility of installation (are there utility conflicts that prevent installation of poles or wiring ducts, are we able to obtain easements, are there funds available, is there power present to hook up the lights).

Once this information has been compiled it will be presented to the City Council for approval or denial.

In the absence of viable petitions, street light installations will occur annually on a Ward-by-Ward basis as identified by the Public Works Department and pending the approval of the Public Works Committee. Additionally, the Public Works Committee may consider the installation of one or more street lights as a standalone project to address areas of specific concern (i.e. illuminating an area of reoccurring vehicular accidents).

## Residential Street Light Guidelines

### Spacing

The spacing of poles and luminaires is influenced by the location of utility poles, fire hydrants, buried utilities, block lengths, trees, immovable signage, property lines, roadway geometrics, and driveway locations.

- **Ornamental Poles and Decorative Fixtures**
  - Maximum spacing should not exceed 150 ft. where possible and practical.
- **Aluminum Poles and LED Cobra head Fixtures**
  - For local and minor collector roadways maximum spacing shall not exceed 300 ft. where possible and practical.
  - For dead ends, cul-de-sacs, and other low traffic roads spacing shall be at the discretion of the Public Works Department but should typically not exceed 400 ft.

### Location

Poles shall be set back a minimum of 2 ft. from back of curb. All street lights shall be installed on the same side of the street unless deemed impractical by the Director of Public Works or his designee.

### Materials/Workmanship

All lighting equipment, materials, and workmanship shall adhere to Section 600 of the City of Wood Dale Engineering Design and Development Standards Manual.



404 N Wood Dale Road  
Wood Dale, IL 60191  
Phone: 630-787-3709  
Fax: 630-766-3898

**STREET LIGHT PETITION FORM**

This petition is to ask for consideration of installing a street light near the following location: \_\_\_\_\_

Please include a map of the affected areas as part of this petition (you may include multiple pages, if necessary)

<b>NAME</b>	<b>DATE</b>	<b>PROPERTY</b>	<b>CITY</b>	<b>COUNTY</b>

# Affidavit

STATE OF ILLINOIS, COUNTY OF DUPAGE

I, \_\_\_\_\_, do hereby certify that I have circulated this petition, that I reside at \_\_\_\_\_, in the City of Wood Dale, in the State of Illinois and that the signatures on this sheet were signed in my presence, on the date set for after the signatures, are genuine.

\_\_\_\_\_  
(Signature of person making the Affidavit)

Signed and sworn to by \_\_\_\_\_ before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My commission expires on \_\_\_\_\_

Notary Public \_\_\_\_\_





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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: September 9, 2021  
Subject: 2021 Pavement Marking  
Staff Contact: Patrick Hastings, Assistant Public Works  
Director  
Department: Public Works

**TITLE:** Approval of an Agreement between the City of Wood Dale and Superior Road Striping, Inc. for the 2021 Pavement Marking Program in an Amount Not to Exceed \$20,665.00

### **RECOMMENDATION:**

Staff Recommends Approval of an Agreement between the City of Wood Dale and Superior Road Striping, Inc. for the 2021 Pavement Marking Program in an Amount Not to Exceed \$20,665.00.

### **BACKGROUND:**

The City of Wood Dale is responsible for the maintenance and repair of its roadway including the refinishing of the markings that are present on the roadway. This project includes various pavement markings that have either become faded or are missing. To gather this information, staff utilized the street sufficiency study to target roadways and make a review of whether new markings were needed. This project will include updating the pedestrian crosswalks, vehicle stop bars and various roadway symbols. Northwest Municipal Conference holds competitive joint bids for various contracts that municipalities can take part of to achieve greater economies of scale. Superior Road Striping won this year's contract. Staff has worked with Superior in the past with good results.

### **ANALYSIS:**

Pavement marking is budgeted for annually within the Capital Projects Fund for street improvements. For fiscal year 2022 the City budgeted \$35,000 for roadway marking. Northwest Municipal Conference manages the joint bid then gets approved through their

governing board for use by the region's municipalities. Pricing received matched the unit pricing paid by the City to the same contractor for last year's program.

**DOCUMENTS ATTACHED**

- ✓ NWMC Bid Acceptance Letter
- ✓ Superior Road Striping's proposal
- ✓ Locations



# A Joint Purchasing Program For Local Government Agencies

April 8, 2021

Ms. Joan Yario  
Superior Road Striping  
1967 Cornell Court  
Melrose Park, IL 60160

Dear Ms. Yario,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the award of the SPC 2021 Thermoplastic &/or Urethane Lane Marking Material and Labor Road Marking Program (Contract #201) to Superior Road Striping, Melrose Park, IL and is awarded based on your response as the lowest responsive, responsible bidder and being in compliance with all bid specification requirements.

With the acceptance of this contract, Superior Road Striping, Melrose Park, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The duration of the contract is Contract shall be in force from April 12, 2021 through April 11, 2022. The SPC reserves the right to extend the contract for up to (3) three additional one-year terms upon mutual agreement on a negotiated basis.

With the acceptance of this contract, Superior Road Striping, Melrose Park, IL agrees to all terms and conditions as set forth in the specifications contained within the Request for Proposals to which you responded. This award is not in conjunction with the Illinois Department of Transportation, so participating communities will not be utilizing Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

The SPC looks forward to another productive year working with Superior Road Striping. Please sign and date the agreement below and return an original to my attention and retain a copy for your files.

Sincerely,

Ellen Dayan, CPPB  
NWMC Program Manager for Purchasing

Name: Ellen Dayan                                      4/8/21                                      Date                                                                            4/8/21                                      Date

*DuPage Mayors & Managers Conference*  
1220 Oak Brook Road  
Oak Brook, IL 60523  
Suzette Quintell  
Phone: (630) 571-0480  
Fax: (630) 571-0484

*Northwest Municipal Conference*  
1600 East Golf Rd., Suite 0700  
Des Plaines, IL 60016  
Ellen Dayan  
Phone: (847) 296-9200  
Fax: (847) 296-9207

*South Suburban Mayors And Managers Association*  
1904 West 174<sup>th</sup> Street  
East Hazel Crest, IL 60429  
Kristi DeLaurentiis  
Phone: (708) 206-1155  
Fax: (708) 206-1133

*Will County Governmental League*  
15905 S. Frederick Street  
Plainfield, IL 60586  
Cherie Belom  
Phone: 815-254-7700

# SRS

**SUPERIOR ROAD STRIPING, INC.**  
1967 CORNELL COURT MELROSE PARK, IL 60160

**TELEPHONE 708-865-0718**  
**FAX 708-865-0296**

9/1/2021

## **PROPOSAL**

CITY OF WOOD DALE  
404 N WOOD DALE ROAD  
WOOD DALE, IL 60191

VARIOUS LOCATIONS

THE UNDERSIGNED, PROPOSE TO FURNISH THERMOPLASTIC  
PAVEMENT MARKING AND LABOR FOR JOB DESCRIBED BELOW

<b>DESCRIPTION</b>	<b>UNIT</b>	<b>APPROX QUANTITY</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
THPL PVT MK L & S	SF	500.0	3.75	1875.00
THPL PVT MK LINE 4	LF	500.0	0.53	265.00
THPL PVT MK LINE 6	LF	10000.0	0.75	7500.00
THPL PVT MK LINE 12	LF	2000.0	1.50	3000.00
THPL PVT MK LINE 24	LF	1500.0	3.75	5625.00
PAVT MARKING REMOVAL	SF	8000.0	0.30	2400.00

**\$ 20,665.00**

ACCEPTANCE: YOU ARE HEREBY AUTHORIZED TO FURNISH MATERIAL AND  
LABOR NECESSARY TO COMPLETE JOB DESCRIBED.

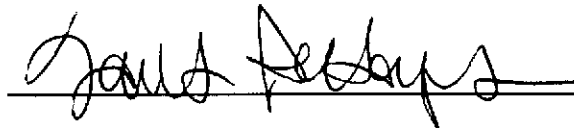
### **PLEASE SIGN AND RETURN FAX**

SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

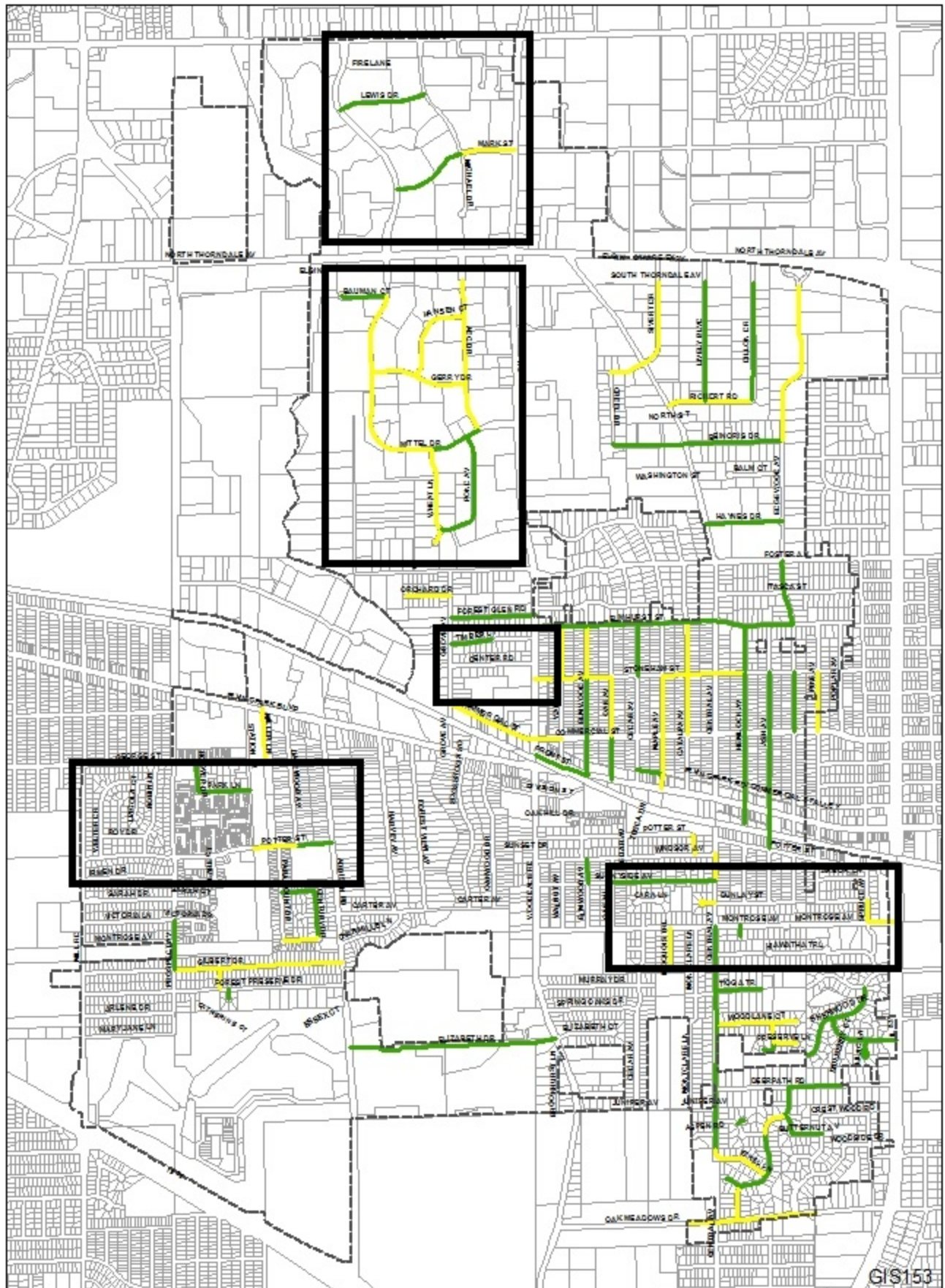
PRINT FIRST AND LAST NAME \_\_\_\_\_

RESPECTFULLY SUBMITTED,



SANDRA DEHOYOS  
SUPERIOR ROAD STRIPING INC.

# Areas of Focus for Pavement Marking



Pavement Surface Evaluation and Rating (PASER)

— Fair — Good





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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: September 9, 2021  
Subject: Change Order No. 1 – Contract D  
Staff Contact: Alan Lange, Public Works Director  
Department: Public Works

**TITLE:** Approval of Change Order No. 1 to the Agreement with Benchmark Construction for the Ward 2 & 3 Stormwater Improvement Project – Contract D in an Amount Not to Exceed \$16,051

### **RECOMMENDATION:**

Staff Recommends Approval of Change Order No. 1 to the Agreement with Benchmark Construction for the Ward 2 & 3 Stormwater Improvement Project – Contract D in an Amount Not to Exceed \$16,051.

### **BACKGROUND:**

The City Council previously awarded an agreement to Benchmark Construction for the latest phase of the Ward 2 & 3 Stormwater Improvement Project to construct an underground detention system at Westview Elementary School, complete Squaw Creek to IL-19, and add additional conveyance between Lincoln Court and Robin Lane. Construction traffic throughout the project was limited to Potter Street between Dalewood Avenue and Addison Road. Due to advanced deterioration of this roadway segment caused by high truck volume with heavy loading as well as further improvements within the intersection of Potter Street and Dalewood Avenue which require patching, it is recommended that this street segment be resurfaced while the contractor is mobilized. The contractor is responsible for certain areas of damage caused by their construction equipment and the City will be responsible for the remaining portion to the intersection.

### **ANALYSIS:**

The original agreement was awarded in an amount not to exceed \$5,338,033.40. The attached field notes detail the area of the improvements as well as a breakdown of the quantities which both the City and Benchmark Construction would be responsible for as well as associated costs based on contract pricing. The City's area of responsibility

totals \$16,051 bringing the total contract value to \$5,354,084.40. Staff had budgeted \$7,500,000 in construction costs for FY 2022 within the CIP. Striping will be completed under the City's separate pavement marking program as no line item for thermal striping had been included in the original agreement with Benchmark.

**DOCUMENTS ATTACHED**

- ✓ Quantity and Cost Analysis

Surface Removal  
Hot Mix Asphalt Surface Course, Mix "D", N50

(1549 SQYD)\*(\$2.50) = \$3,872.50  
((1549)\*(2)\*(114))/2000 = 176.5 Tons\*69 = \$12,178.50

[Pavement Marking will be completed by Wood Dale]

- A 34 x 164 x 9 = 582 Surf. Rem  
- B 34 x 410 x 9 = 1549 Surf Rem  
1 1/2" Rem @ 2.50  
\$5,328.0      2131 SQYD

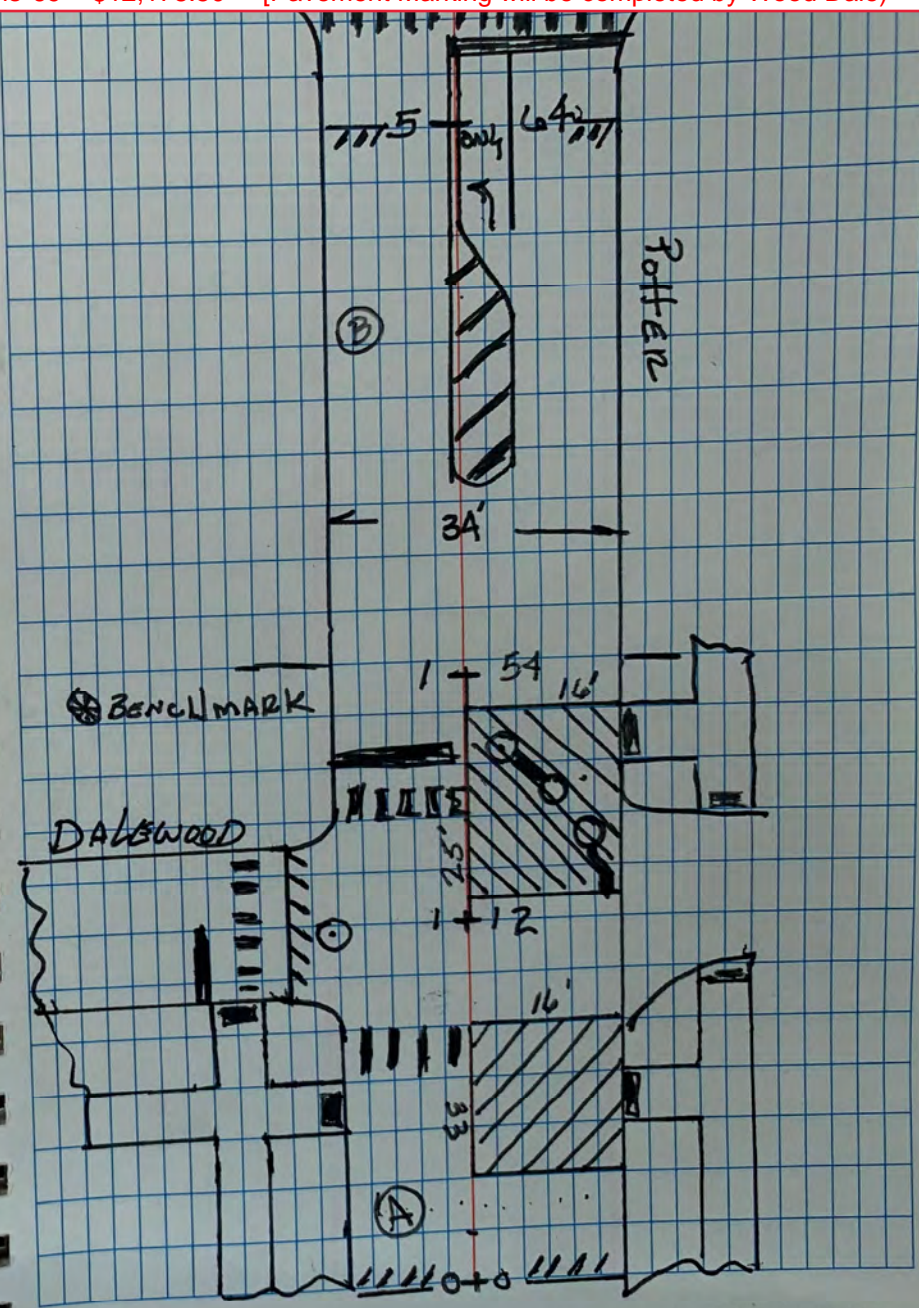
\* HMA Repl. 2"  
2131 x 2 x 114 / 2000 = 243 TONS  
\$69 TON x 243 = \$16,762.0  
\$22,089.80

**PATCHING:**

16 x 25 / 9 = 44.44 SQYD  
16 x 33 / 9 = 58.66 SQYD

**PAVEMENT MARKING**

4"	970	LF
6"	110	LF
12"	220	LF
24"	70	LF
LES	40	SQFT



Benchmark responsibility (AREA A):

Surface Removal  
Hot-Mix Asphalt Surface Course. Mix "D", N50  
Pavement Marking (2 stop bars + 2 cross walks)

(582 SQYD)\*(\$2.50) = \$1,455.00  
((582)\*(2)\*(114))/2000 = 66.3 Tons\*\$69=\$4,574.70  
approximately \$2000

BENCHMARK TOTAL = \$8,029.70

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## **FINANCE AND ADMINISTRATION** **COMMITTEE MINUTES**

Committee Date: August 12, 2021  
Present: Ald. Ames, Catalano, Curiale, Jakab, Messina, Sorrentino, Susmarski and Woods  
Absent: None  
Also Present: Mayor Pulice, Treasurer Porch, Clerk Curiale, City Manager Mermuys, City Attorney Bond, Police Chief Vesta, A. Lange, E. Cage, B. Wilson  
Meeting Convened at: 9:05 p.m.

### **APPROVAL OF MINUTES:**

Ald. Susmarski made a motion, seconded by Ames to approve the minutes of the July 8, 2021 meeting as presented. A voice vote was taken, with all members voting aye.

### **REPORT & RECOMMENDATION**

RENEWAL OF AN ECOOMIC INCENTIVE AGREEMENT (EIA) WITH PATTERSON DENTAL SUPPLY, INC.

### **DISCUSSION:**

Director Wilson reported the current agreement expires December 31, 2021. Patterson Dental reached out to staff to renew the agreement with the exact same terms, but want payouts increased. They have been in the top ten sales tax for the City since 2006. Staff recommends renewing for another five years. Ald. Woods commented that these types of agreements are usually done just to get companies to come in to town, and that they have been here a while and are an international company. He inquired why the City should we help a thriving business get relief. Director Wilson was told by the business they cited economic advantage of sales tax in one city versus another. They did not want to pursue a TIF as they thought this would be an easier route. Ald. Woods noted they are in several other areas of business that also do well.

Director Wilson stated he cannot release their sales tax on camera. Only certain people can review it, and they are the City Manager, Director of Community Development, the Mayor and himself. Ald. Woods feels he cannot make a decision without knowing those numbers. Director Wilson advised that over the last 5 years they had 3 of negative growth and 1 year of positive growth. Over the course of four years, so far they are effectively flat. Ald. Woods asked about them receiving any PPA money from the federal government. Director Wilson

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did not have that information, but noted they have been in town over 20 years. There are currently three other businesses in the City with this type of agreement and each is set up differently. Ald. Woods reiterated that this is usually done to bring a business into town.

**VOTE:**

Ald. Woods made a motion, seconded by Ald. Susmarski, to approve Renewal of an Economic Incentive Agreement (EIA) with Patterson Dental Supply, Inc. but keep numbers as they were as opposed to raising them. A roll call vote was taken, with the following results:

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

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

- Closeout of SSA #11, September 9, 2021
- Investment Policy, TBD

**ADJOURNMENT:**

Ald. Catalano made a motion, seconded by Ald. Susmarski, to adjourn the meeting at 9:22 p.m. Upon a voice vote, the motion carried unanimously.

*Minutes taken by Eileen Schultz*





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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: September 9, 2021  
Subject: Garbage Contract  
Staff Contact: Kate Buggy, Director of Admin Services  
Department: Administration

**TITLE:** Refuse and Recycling and Disposal Services Contract

**RECOMMENDATION:**

No staff recommendation.

**BACKGROUND:**

In 2017, the City entered into a contract with Flood Brothers for a residential solid waste collection and disposal service program with an initial term from May 1, 2017 through April 30, 2022. The contract did not include multi-family properties serviced by centralized dumpsters, commercial, industrial, or institutional properties.

Six months before the current contract ends, Flood Brothers may submit a proposal for a five (5) year contract extension. The City may determine whether to proceed with the process to negotiate a five (5) year contract extension, or to solicit proposals for a new contractor. The current contract may be extended upon mutual express written agreement by both Flood Brothers and the City. If the City determines it will solicit proposals, Flood Brothers is allowed to submit a proposal for consideration. Additionally, if the City and Flood Brothers pursue but fail to agree on mutually acceptable terms for a contract extension, then the City will be free to solicit proposals from other contractors.

The Committee is asked to determine whether the City should solicit proposals for a new contractor.

**ANALYSIS:**

Should the City solicit proposals for a new contractor, then the RFP process offers advantages such as the potential to discover new vendors and obtain better rates. However, the RFP process could also be disadvantageous because going out for proposals too often can encourage vendors to increase their rates knowing that they may only have one, limited term with the City.

**DOCUMENTS ATTACHED**

✓ Resolution and Contract

**RESOLUTION NO. R-17-04**

**A RESOLUTION SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND FLOOD BROTHERS DISPOSAL CO. FOR MUNICIPAL SOLID WASTE, RECYCLING AND LANDSCAPE WASTE**

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

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and 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 FLOOD BROTHERS DISPOSAL CO. for the MUNICIPAL SOLID WASTE, RECYCLING AND LANDSCAPE WASTE CONTRACT; 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 FLOOD BROTHERS DISPOSAL CO. the Mayor and the City Council find FLOOD BROTHERS DISPOSAL CO 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 19<sup>th</sup> day of January, 2017

AYES: Aldermen Catalano, JAKAB, Sorrentino, Susmarski, E. Wesley, R. Wesley, Woods

NAYS: None

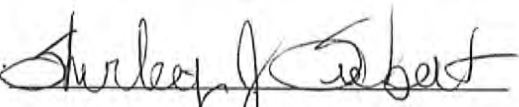
ABSENT: None

Abstention: Alderman Messina

APPROVED this 19<sup>th</sup> day of January, 2017

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor



ATTEST:   
Shirley J. Siebert, City Clerk

**CONTRACT  
FOR THE COLLECTION  
AND TRANSPORTATION  
OF**

**ORIGINAL**

**MUNICIPAL SOLID WASTE, RECYCLING AND LANDSCAPE WASTE**

THIS AGREEMENT ("Agreement") made and entered into this 19<sup>th</sup> day of January, 2017 by and between the following parties: the CITY OF WOOD DALE, an Illinois municipal corporation, (hereinafter referred to as "City") and Flood Bros Disposal Co., an Illinois corporation, (hereinafter referred to as "Contractor"):

**WITNESSETH**

**WHEREAS**, the Legislature has expressly authorized the exercise of the powers herein, pursuant to the Illinois Municipal Code (65ILCS 5/11-19-1), which provides that corporate authorities may make contracts for the collection and disposal of refuse and recyclable materials; and

**WHEREAS**, the Contractor has submitted a proposal for the collection and disposal of municipal waste, recycling and landscape waste collection services to all residents in the City; and

**WHEREAS**, the Mayor and Alderman of the City have determined that acceptance of the Contractor's proposal will serve the public health, safety and welfare and is in the best interests of the City.

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

**I. DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

- A. Agreement: Agreement shall mean and refer to this contract.
- B. Bulk Items: Any item of Municipal Solid Waste, as defined herein, which is not able to be adequately reduced to fit in a City approved Municipal Solid Waste container, such as discarded furniture, fixtures, and small amounts of construction or demolition debris.
- C. Construction Debris: Shall have the same meaning as in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. and the regulations adopted thereunder.
- D. Contractor: Contractor shall mean and refer to Flood Bros Disposal Co.

- E. Excluded Waste: Medical, Hazardous and Special Waste as defined by state or Federal law or regulation, large dead animals (equal or greater than ten (10) pounds), Televisions (CRT Monitors), vehicle batteries, large automobile parts, automobile or other tires and any other material which cannot be disposed of at an Illinois sanitary landfill or requires a special permit or approval for disposal.
- F. Landscape Waste: All accumulations of grass, or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of residential structures which are located within the corporate limits of the City.
- G. Municipal Solid Waste: Shall mean and refer to all waste, as defined by Section 3.535 of the Illinois Environmental Protection Act (415 ILCS 5/3.535), which is not Hazardous and other discarded or abandoned material including, without limitation, garbage, rubbish, Bulk Items and small amounts (one cubic yard or less) of building materials and construction or demolition debris, or other similar waste otherwise generated by Residential Units or collected pursuant to non-reimbursable services required under this Agreement. Municipal Solid Waste shall not include Excluded Waste, Recyclable Material, White Goods and Landscape Waste.
- H. Recyclable Material: Shall mean and refer to those materials specified in this Agreement which are to be collected for recycling or reuse and which are generated by Residential Units.
- I. Residential Property: Shall mean and refer to only single family residential structures and any multiple family structure of up to and including two residential units and which is located within the corporate limits of the City.
- J. Residential Unit: Shall mean and refer to only single family residential dwelling units and any residential dwelling unit located in a multiple family structure of up to and including two residential units and which is located within the corporate limits of the City.
- K. City: Shall mean and refer to the City of Wood Dale, an Illinois municipal corporation.
- L. White Goods: Shall include all ranges, refrigerators, water heaters, freezers, air conditioners, humidifiers, other similar domestic and commercial large appliances and other items required by law to be treated or processed prior to disposal which are discarded by a Residential Unit.



## II. GENERAL

- A. The City hereby grants to the Contractor the right, privilege and license for the collection and transportation (but not the transfer or disposal) of Municipal Solid Waste; the collection, transportation, and disposal (including processing or treatment prior to disposal as required by law) of White Goods; the collection, transportation, treatment and/or disposal of Landscape Waste; and the collection, transportation, processing and marketing of all Recyclable Materials, when residents in Residential Properties set such waste and other materials out for collection by the City, during the term of and in accordance with the provisions contained in this Agreement, commencing on May 1, 2017, until and through April 30, 2022, unless and until terminated as otherwise provided herein with written notice (120 days prior notice) to the other party as the effective date of termination by certified mail, returned receipt requested.
- B. Not later than six (6) months prior to the end of the initial contract term, the Contractor may submit a proposal for a five (5) year contract extension. It shall be the right of the City to determine whether to proceed with the process to negotiate a five (5) year contract extension, or to solicit bids or proposals for a new contractor or to solicit bids or proposals for a new contractor. The City shall provide written notice to the Contractor of such determination. If the City determines to solicit new bids or proposals, the Contractor shall be entitled to submit a bid or proposal for consideration. Additionally, should the City and Contractor pursue, but fail to agree on mutually acceptable terms for a five (5) year contract extension, within three months of the end of the current Agreement term, the City shall be free to solicit bids or proposals from other contractors for a new exclusive franchise contract and the Contractor shall be free to bid for such contract or submit its proposal, as the case may be.
- C. The Contractor agrees to furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services and processing necessary and incidental to rendering the aforesaid services.
- D. The Contractor shall undertake to perform all services rendered hereunder in a neat, orderly and efficient manner; to use due care and diligence in the performance of said duties under the terms and provisions of this Agreement; and to provide neat, orderly and courteous personnel on its crews.
- E. The Contractor shall remove all material placed for collection which is to be collected under this Agreement, including spillage on private or public property. The Contractor shall close all gates both upon entering and leaving premises after emptying containers. The Contractor's personnel shall not cut across rear, front or side yards, or flower beds to adjoining premises without permission of the owner.
- F. The Contractor shall designate, in writing, the person to serve as agent for the Contractor. Said person shall serve as Service Liaison between the Contractor



and the City and all Residential Units. The Service Liaison shall be responsible for handling all service-related questions and coordinating all service changes/modifications related to any unit or property served by this Agreement. The City may, with proper notice given, inspect the Contractor's operations, records, and equipment at any reasonable time and location.

- G. Collected Materials shall be delivered to Disposal Facilities at the sole expense of the Contractor. Disposal Facilities must be operated lawfully and permitted properly pursuant to the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and any other applicable laws, statutes, regulations, or ordinances of government bodies. All Recyclables shall be recycled regardless of the income received or cost resulting from their sale. All Christmas Trees shall be delivered to a Composting facility. Christmas Trees shall not be incinerated or discarded in a landfill.

The Contractor at all times shall maintain access to disposal facilities approved by the Illinois Environmental Protection Agency (IEPA), the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the Services, all in accordance with the specification and provisions contained in the Agreement.

- H. The Contractor shall continue to provide services in a timely and complete manner in the event of any labor stoppage or slow down. The Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees to perform its obligations under this Agreement and as noted in the proposal provided.

### III. COLLECTION SERVICES

#### A. Residential Unit Municipal Solid Waste Collection:

- 1. The Contractor shall collect and transport to a facility all Municipal Solid Waste set out for collection in containers approved by the City when said containers are placed for collection in the vicinity of the street curb or alley as designated by the City, or at the back door, if the Residential Unit has chosen and paid for the back door service described below. The Contractor is not responsible at Residential Units for collection of loose materials or materials from commercial or other non-household activities unless a special pick-up is ordered. Each Residential Unit may place Bulk Items and White Goods as a part of the regularly scheduled Municipal Solid Waste collection without additional cost. Municipal Solid Waste shall be placed out for collection as follows:
  - a. First, in a Contractor-supplied 95 gallon wheeled cart. Contractor will also have available 65 & 35 gallon carts for residents.
  - b. In the event that there is excess waste that does not fit in the Contractor-supplied cart, then in a resident-supplied metal or



plastic durable container of no more than 35 gallons capacity of standard waterproof construction with handles suitable for lifting by one person, not exceeding fifty (50) pounds in weight; or in a heavy duty plastic bag of no more than 35 gallons capacity, not exceeding fifty (50) pounds in weight.

- c. All Residential Unit service levels shall include the unlimited collection of Christmas trees at no additional charge.
2. The Contractor will be responsible for providing, at its sole cost and expense, a City-approved 95 gallon wheeled refuse cart to each Residential Unit at the commencement of this Agreement and to replace broken or worn out carts, as needed. The Contractor may require a refundable deposit of \$60.00 to replace missing containers. Residential Units shall be provided a 35 or 65 gallon cart in lieu of a 95 gallon wheeled cart or an additional cart for an additional cost as specified in **Exhibit A**. All said containers shall remain property of the Contractor. The Contractor shall maintain an inventory of refuse carts.
3. Collection shall occur between the hours of 7:00 a.m. and 6:00 p.m.

**B. Residential Unit Recycling Collection:**

1. The Contractor shall provide a 65 gallon recycling cart at no charge to each household receiving curbside refuse collection via exclusive franchise contract with the City. The Contractor shall allow recycling materials to be comingled (i.e. plastic, glass, metal and paper products mixed together). The Contractor shall provide preparation requirements for households participating in the recycling program including: rinsing, removing labels, flattening, removing caps and lids, etc.
2. Minimum Recycling Materials to be Collected  
At a minimum, the Contractor shall collect the following recycling materials:

Non-paper Items:

- Cloudy white HDPE (#2) plastic milk and water jugs
- Colored HDPE (32) plastic blow molded containers
- PETE (#1) plastic blow molded containers
- LDPE and HDPE soft plastic 6 & 12 pack rings
- Brown, green, and clear glass containers
- Aluminum formed containers/wrap
- Steel/tin/bi-metal cans
- Aerosol cans

- Formed steel containers
- Aluminum cans
- Aseptic packaging and gable-top containers

Paper Items

- Corrugated cardboard
- Chipboard (Paperboard)
- Newspaper (ONP)
- Magazines and catalogs (glossy & non-glossy)
- Telephone directories
- Brown kraft paper bags
- Frozen food packages
- Mixed paper
- Wet strength carrier stock

The aforementioned materials shall be referred to as the basic recycling package.

**3. Non-Conforming Recycling Receptacles**

Residents will be allowed to supplement the single container with a generic container if the receptacle provided by the Contractor is not large enough to accommodate a resident's needs and that are clearly marked with a "recycling" label. Recyclable material packed in such generic containers shall be collected by the Contractor with all other recyclable material.

1. The Contractor shall cooperate with the City in advertising and promoting the Residential Unit recycling program. At the commencement of this Agreement, the Contractor shall be responsible for developing, printing and delivering, at no additional cost to the City or Residential Units, to every Residential Unit, a brochure (printed on recycled-content paper with a minimum of 15% post consumer content) explaining the Municipal Solid Waste, Recycling Material, White Goods, Landscape Waste, Special Pick-up and Construction Debris programs. The City shall have editorial approval over said brochures. On request of the City, the Contractor shall provide the City with additional copies of each brochure for use by the City at the City Hall and for insertion in the City's new resident information packets. Upon request of the City, and with reasonable notice, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain the collection program throughout the term of this Agreement. The number of meetings shall not exceed two (2) per year.
  
2. Any material placed for collection, which is not specified above or not properly prepared shall not be collected:



- a. A "SORRY NOTE" is to be placed on the material stating the reason the material was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the City's request, be reported to the City.
  - b. The Contractor shall, at its own cost, provide "SORRY NOTES."
3. The Contractor shall provide City-approved 65 gallon recycling carts and these will be distributed by the Contractor to each Residential Unit that had carts owned by the previous contractor at the commencement of this Agreement. New residents or Residential Units with existing carts owned by the City shall continue to use the City-owned carts until they are broken or worn out beyond use, at which time they shall be replaced by Contractor with a Contractor-owned cart. In addition, and at the request of the Contractor, the City shall maintain an inventory of fifteen (15) 65 gallon recycling carts for distribution by the City at a place in the City designated by the City. Contractor may charge a nominal bi-monthly fee (\$2.50 as of the Effective Date of this Agreement) for rental of Contractor-owned landscape or recycling carts, and may offer them for sale to customers in lieu of rental.
4. The Contractor may request changes, modifications or alterations in the manner in which residents set out Recyclable Material for collection in order to accommodate changes in collection and/or processing Technologies. Any such change, modification or alteration shall be subject to the City's approval.

**C. Residential Property Landscape Waste Collection:**

- 1. The Landscape Waste collection season shall be from April 1 to November 30 of each year during the term of this Agreement.
- 2. The Contractor shall provide once per week unlimited Landscape Waste collection to each Residential Property. Unlimited Landscape Waste Collection shall include collection of unlimited quantities of bagged leaves and grass clippings during the fall leaf season. Amounts of Landscape Waste in excess of one cubic yard are subject to special pick-up service and charges. Landscape Waste must be segregated from other materials and packaged as follows:
  - a. Contained within City approved 35 gallon or smaller containers, Kraft Paper Bags or in bundles;
  - b. Contained in customer-supplied waterproof rigid containers made of metal or plastic with two handles of no more than 35 gallons capacity, not exceeding 50 pounds and that are clearly marked with a "landscape waste only" sticker to be provided by the Contractor

at its sole cost and expense; and

- c. Contained within bundles of brush:
  - i. not exceeding fifty (50) pounds in weight;
  - ii. not exceeding two feet in diameter;
  - iii. containing individual branch lengths not exceeding four feet; and
  - iv. individual branch diameters not exceeding three inches.
- 3. Any Landscape Waste placed for collection not meeting the above requirements herein shall not be collected. In such an event, the Contractor shall affix thereto:
  - a. A "SORRY NOTE" to be placed on the material stating the reason it was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the City's request, be reported to the City.
  - b. The Contractor shall, at its own cost, provide "SORRY NOTES."
- 3. Christmas trees left at the designated collection point shall be collected during the two-week period ending two weeks after New Year's Day of each year during the term of this Agreement, at no additional cost.

**D. Special Pick-Up Service:**

- 1. Residential Properties shall notify the Contractor to provide special pick-up service for any of the wastes or other materials collected under this Agreement. The Contractor shall promptly provide the Residential Property with a price estimate for the requested special pick-up service. Thereafter, the Residential Property shall authorize the Contractor to provide the special pick-up service.
- 2. Special pick-up service shall be provided by the Contractor on the following day after receiving a special pick-up request from a Residential Property. The Contractor shall bill the Residential Property directly for the cost of this service.

**E. Construction Debris Collection:**

- 1. Construction Debris collection service shall be provided to any Residential Unit for disposal of large amounts of Construction Debris through the utilization of Contractor-supplied 10, 20 or 30 cubic-yard roll-off containers or through a special pick-up. Special pick up service for construction debris will be made using customer-supplied waste containers



or material placed out for collection in bundles.

Bundles placed out for collection shall:

- i. not exceed fifty (50) pounds in weight;
  - ii. not exceed two feet in diameter; and
  - iii. Contain individual pieces not exceeding four feet.
2. The Residential Unit shall notify the Contractor of the size of the dumpster or roll-off box requested and when to deliver and collect it.
  3. Construction Debris service shall be provided by the Contractor within twenty-four (24) hours after receiving a Construction Debris service request from a Residential Unit, or on the next business day if a Saturday, Sunday or Holiday is within twenty-four (24) hours after receiving such request. The Contractor shall bill the Residential unit directly for the cost of this service.

#### **IV. GENERAL COLLECTION SERVICE PROVISIONS**

- A. The Contractor shall provide regular Municipal Solid Waste collection service once each week on Monday or Tuesday to each Residential Unit. The Contractor shall provide Recyclable Material collection service once each week on Monday or Tuesday to each Residential Unit. The Contractor shall provide Landscape Waste collection service once each week on Monday or Tuesday from the first Monday in April through and including the last Tuesday in November to each Residential Property. The Contractor shall provide White Goods collection service once each week on Monday or Tuesday to each Residential Unit. Residents will be required to call ahead for White Goods collection.
- B. Collection routes shall be established by the Contractor within collection areas which shall be designated by the City. The Contractor shall submit a map designating the collection routes to the City, for its approval, which approval shall not be unreasonably withheld. The Contractor may, from time to time, propose to the City changes in routes, approval for which shall not be unreasonably withheld. Upon City's approval of proposed changes, the Contractor shall at its sole cost and expense, promptly give written and published notice to the affected Residential Units.
- C. Municipal Solid Waste, White Goods, Recyclable Material and Landscape Waste shall be collected from all Residential Units once each week on Monday or Tuesday and from the same collection point. Back door service for Residential Units, however, shall not be available for other than Municipal Solid Waste and arranged prior to collection between the Contractor and the Resident.
- D. At the end of each day, all materials collected in the City shall be transported to a

properly permitted and lawfully operated facility at the Contractor's sole expense. Such transportation shall be performed in an environmentally safe and responsible manner.

- E. The Contractor shall prepare and submit to the City a monthly report accurately detailing:
1. the total weight of the Municipal Solid Waste collected, and the location to which it was transported; and
  2. the weight of Recyclable Materials collected, and the facility or facilities to which Recyclable Materials have or will be sent; and
  3. the weight of Landscape Waste collected and the site or sites to which it was transported; and
  4. the number of White Goods collected, their total weight, and the processing facility and disposal site or sites to which they were transported; and
  5. any other data reasonable requested by the City; and
  6. The weekly set-out rates and monthly participation rate for the recycling program.

The Contractor shall also prepare and submit to the City the following reports:

7. Semiannual reports on the market for recyclables, including prices.
8. A report that summarizes the monies received by the Contractor for the sale of each material collected and sold by the Contractor during the first 4.5 years of this contract. This report shall be provided to the City within 30 days after the end of the 4.5-year reporting period.



- F. Municipal Properties. The Contractor shall furnish all services offered under this Agreement free of charge to all public buildings and public properties under the jurisdiction of the City during the term of this Agreement.
1. The Contractor shall provide City- owned facilities with scheduled or on request collection of outside waste storage containers as found in **Exhibit A**.
  2. The Contractor shall provide recycling collection services to municipal properties on Monday and Tuesday as found in **Exhibit A Map**. In all cases, municipal properties can recycle the same recyclable materials as in the Residential Unit recycling program.
- G. The Contractor shall, at no charge to the City, provide Municipal Solid Waste and Recyclable Material services to City-sponsored events or supported festivals each year. Each festival shall be designated by the City in writing and last a maximum of four days. For each such festival the Contractor shall supply sufficient recycling and Municipal Solid Waste containers, collect Recyclable Materials and Municipal Solid Waste from the festivals and transport those materials to the same facilities as similar materials collected from Residential Units. Contractor will provide on an annual basis the payment of \$5,000 toward the costs of portable restroom and wash stations for such festivals.
- H. The Contractor will provide payment to the City for Brush Collection annually at the maximum amount of six (6) collections in total of \$6,500.00. This amount can change based on mutual agreement with Contractor and City.
- I. At the request of the City, the Contractor shall provide municipal waste pickup services for emergencies including, but not limited to, flooding and other significant storm events. The value of the emergency services provided at no cost to the City shall not exceed \$5,000 per year. The maximum value of the emergency services in any one year shall not exceed \$5,000 paid by the Contractor, with no rollover. Proof of the amount of such service used in any one year of the term of this Agreement shall be provided to the City within sixty (60) days of completion of the service. Notwithstanding the above, the Contractor may request that the City seek reimbursement for the Contractor from Federal, State, County or other authorities for these amounts.
- J. In order to protect the public health, safety and welfare and at the request of the City, the Contractor shall collect quantities of Municipal Solid Waste, Recyclable Material, Landscape Waste and White Goods left at the street curb or alley without proper preparation in unusual circumstances (e.g. evictions or “skip-outs”) and shall bill the City for the actual cost thereof. The City agrees to assist the Contractor in identifying the property owner(s) for this purpose.
- K. Holidays. The following days shall be considered holidays for purposes of this Agreement:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Should one of these holidays fall on or before a regularly scheduled collection day, collection shall be one day late after the holiday for the remainder of that week. The Contractor shall inform the residents of each change in schedule through email blasts, social media and public notices through the City. No other change in the weekly schedule shall be allowed without prior written consent of the City.

- L. The Contractor shall provide a local phone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, and between the hours of 8:00 a.m. and Noon on Saturdays, to handle inquiries and complaints connected with services provided under this Agreement. All complaints shall receive prompt and courteous attention from the Contractor. Complaints alleging missed collections shall be investigated promptly and, if verified, the Contractor shall arrange for collection within twenty-four (24) hours of complaint.
- M. If the Contractor is unable to resolve a complaint in a satisfactory manner within seventy-two (72) hours after receipt of a complaint, written notice shall be delivered to the City with the name and address of the resident or property, date and time of complaint, nature of complaint and the Contractor's response. The City shall intervene, mediate the dispute and render a final binding decision.
- N. The Contractor shall provide a local phone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, and between the hours of 8:00 a.m. and Noon on Saturdays, to handle inquiries and complaints connected with services provided under this Agreement. All complaints shall receive prompt and courteous attention from the Contractor. Complaints alleging missed collections shall be investigated promptly and, if verified, the Contractor shall arrange for collection within twenty-four (24) hours of complaint.
- O. If the Contractor is unable to resolve a complaint in a satisfactory manner within seventy-two (72) hours after receipt of a complaint, written notice shall be delivered to the City with the name and address of the resident or property, date and time of complaint, nature of complaint and the Contractor's response. The City shall intervene, mediate the dispute and render a final binding decision.
- P. Services provided by the Contractor shall be performed in a good, workman-like manner.



- Q. The Contractor shall provide a local phone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, and between the hours of 8:00 a.m. and Noon on Saturdays, to handle inquiries and complaints connected with services provided under this Agreement. All complaints shall receive prompt and courteous attention from the Contractor. Complaints alleging missed collections shall be investigated promptly and, if verified, the Contractor shall arrange for collection within twenty-four (24) hours of complaint.
- R. If the Contractor is unable to resolve a complaint in a satisfactory manner within seventy-two (72) hours after receipt of a complaint, written notice shall be delivered to the City with the name and address of the resident or property, date and time of complaint, nature of complaint and the Contractor's response. The City shall intervene, mediate the dispute and render a final binding decision.
- S. Services provided by the Contractor shall be performed in a good, workman-like manner.
- T. The Contractor shall furnish capable personnel for use in the crews of the Contractor performing the services specified in this Agreement. The Contractor shall prohibit any drinking of alcoholic beverages or the use of any controlled substance, except by doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.

In the event that any of the Contractor's personnel is deemed by the City, in its sole discretion, to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, incompetence, improper attire, or by the virtue of abusive or obnoxious behavior, the Contractor shall immediately remove such person from work within the City and replace that person with a suitable and competent person at no expense to the City.

- U. All Municipal Solid Waste, Landscape Waste or Recyclable Material containers damaged by the Contractor shall be repaired or replaced at the sole expense of the Contractor.
- V. The Contractor covenants and agrees to comply with all applicable laws, ordinances and regulations in any manner related to the Contractor's rights, duties, obligations or operations under this Agreement. The Contractor shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.
- W. The Contractor shall collect only such materials as required herein. The Contractor shall not collect or transport any Hazardous Waste or any other waste or material which the designated transfer station and/or disposal or other facility receiving such waste is not permitted to receive. The Contractor shall train its employees to screen the materials collected so that nothing restricted from collection by this Agreement is collected.

- X. All Municipal Solid Waste, Landscape Waste or Recyclable Material containers damaged by the Contractor shall be repaired or replaced at the sole expense of the Contractor.
- Y. The Contractor covenants and agrees to comply with all applicable laws, ordinances and regulations in any manner related to the Contractor's rights, duties, obligations or operations under this Agreement. The Contractor shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.
- Z. The Contractor shall collect only such materials as required herein. The Contractor shall not collect or transport any Hazardous Waste or any other waste or material which the designated transfer station and/or disposal or other facility receiving such waste is not permitted to receive. The Contractor shall train its employees to screen the materials collected so that nothing restricted from collection by this Agreement is collected.
- AA. All Contractor employees shall carry official company identification and shall present such identification upon request. Vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle they operate. Vehicle operators shall obey all traffic regulations.

**V. EQUIPMENT**

- A. The Contractor shall use modern, enclosed equipment, complete with a hydraulic compacting system in the collection of Municipal Solid Waste and Landscape Waste.
- B. Equipment used in the performance of the services under this Agreement shall be properly licensed by the State of Illinois and conform to all applicable safety standards.
- C. The appearance and sanitary condition of collection vehicles and other equipment will be maintained to high standards by cleaning, washing, painting and disinfecting as necessary. All equipment operated by the Contractor will be in good repair at all times.
- D. The Contractor shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with applicable City Ordinances.
- E. All collection vehicles shall display the name of the Contractor, and a vehicle identification number that is clearly visible on both sides of the vehicle.



**VI. CARE AND DISPOSITION OF MATERIALS**

- A. All Municipal Solid Waste shall be removed from the City at the close of each collection day and transported to a facility at the Contractor's expense.
- B. All Landscape Waste shall be disposed of at a facility designed to treat, compost, grind or land apply the waste, unless otherwise authorized by the State of Illinois. The City reserves the right to approve the final disposal site of all Landscape Waste.
- C. All Recyclable Materials shall be collected, separated and processed to facilitate the sale of Recyclable Material to remanufacturers for post-consumer use. No materials collected as Recyclable Material shall be deposited at a landfill or waste incinerator without prior written approval of the City.
- D. The Contractor shall not cause or contribute to litter in the process of making collections.
- E. All materials collected by the Contractor shall be so contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented.
- F. The Contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material over which it exercises control occurring prior to the delivery of the material to its intended destination.

**VII. COST OF SERVICES**

**A. STANDARD MUNICIPAL SOLID WASTE SERVICE:**

- 1. The Contractor agrees to provide once a week unlimited refuse waste collection service to Residential Units. The Contractor shall be compensated each month of the year by the City for services hereunder in accordance with Exhibit A.

**B. UNLIMITED RECYCLING SERVICES:**

- 1. The Contractor agrees to provide once a week unlimited recycle waste collection service to Residential Units. The Contractor shall be compensated each month of the year by the City for services hereunder in accordance with Exhibit A.

**C. UNLIMITED LANDSCAPE WASTE SERVICE:**

- 1. The Contractor agrees to provide once a week unlimited landscape waste collection service to Residential Units from April 1 through November 30 of each year. The Contractor shall be compensated each month of the year by the City for services hereunder in accordance with Exhibit A.

**D. SPECIAL PICK-UP SERVICES:**

1. All Residential Units shall pay the Contractor directly for special pick-up services hereunder.
2. All Residential Units shall be billed directly by the Contractor, as appropriate, for the cost of special pick-up services at a rate no greater than that set forth in Exhibit A. There shall be no other compensation paid to the Contractor for special pick-up services.

**E. CONSTRUCTION DEBRIS SERVICES:**

1. All Residential Units shall pay the Contractor directly for Construction Debris services hereunder.
2. All Residential Units shall be billed directly by the Contractor, as appropriate, for the cost of Construction Debris services at a rate no greater than that set forth in Exhibit A. There shall be no other compensation paid to the Contractor for Construction Debris services.

**F. DISPOSAL SERVICES:**

The Contractor shall pay all disposal fees.

**G. MISCELLANEOUS COST PROVISIONS:**

1. The parties agree that the number of Residential Units in the City as of the date of this Agreement are:
  - i. 3,424 Residential Units in single unit structures;

The City shall determine the number and type of Residential Units, Multi-Family Units and Commercial Properties on December first and June first of each year. That determination shall govern the relevant provisions of this Agreement.

2. The Contractor shall retain the proceeds from the sale of Recyclable Material as payment for the collection and processing of Recyclable Material.
3. The Contractor shall be paid only those costs expressly set forth in this Agreement. Any services for which an express cost is not provided shall be performed at the Contractor's sole cost and expense without limitation, such services include those with respect to White Goods.
4. The approval of any increase in the monthly charges, as a result of any fuel



request increase, shall be mutually agreed upon and shall reasonably be reflective of increase in fuel prices.

5. All compensation due the Contractor under this Agreement is expressly set forth herein. Said compensation shall be the full and only amount due and shall include without limitation:
  - i. all applicable taxes, surcharges and fees; and
  - ii. the cost of permits, licenses and all other certifications and approvals required by Federal, State and local laws, regulations and ordinances.

**VIII. FINANCIAL ASSURANCE**

- A. At the request of the City, the Contractor shall furnish a year-end financial report and a sworn statement from the Chief Operating Officer of the Contractor verifying the existence and veracity of the report.
- B. The Contractor shall furnish a Performance Bond for the faithful performance of this Agreement, said Performance Bond to be executed by a responsible surety company rated AAA or better by Best’s Insurance Reports. The Bond shall be in the penal sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) for the period of this Agreement, including any renewal thereof. The Performance Bond shall be conditioned upon the faithful performance by the Contractor of its obligations under this Agreement and upon its full compliance with the all applicable laws, ordinances and regulations. Said Performance Bond shall indemnify the City against any loss resulting from any breach or failure of performance.
- C. Insurance:
  - 1 The Contractor shall at all times during the pendency of this Agreement maintain in full force and effect Employer’s Liability, Worker’s Compensation, Public Liability and Property Damage Insurance including contractual liability coverage. Certificates or other evidence of such insurance shall be furnished by the Contractor to the City prior to the Contractor entering upon the performance of said Agreement. The Contractor shall carry the following types of insurance in at least the limits specified below:

Worker’s Compensation	Statutory as amended from time to time.
Employer’s Liability	\$1,000,000.00 each occurrence

Commercial General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Commercial Automobile Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$5,000,000.00 each occurrence

2. Said insurance policies shall provide that they cannot be canceled without thirty (30) days prior written notice to the City. The Contractor shall furnish the City with certificates evidencing that the insurance provided for herein is maintained by the Contractor. The City and its officers, appointed and elected officials, Mayor, Aldermen, employees, agents, servants and representatives shall be named as additional insureds on each policy. Further, the Contractor's insurance shall include contractual liability coverage of the indemnifications and other potential liabilities under this Agreement.
3. The Insurance coverage specified herein constitutes the minimum requirement and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement, or supersede applicable minimum requirements from time to time as set by law. The Contractor shall procure and maintain, at its sole cost and expense, any additional kinds and amounts of insurance which, in the Contractor's own judgment, may be necessary for its proper protection in the prosecution of its duties under this Agreement.
4. The Contractor shall defend, indemnify and forever keep and hold harmless, the City and its officers, appointed and elected officials, Mayor, Aldermen, employees, agents, servants and representatives against any and all claims for injuries, death, loss, damages, charges, claims of every type, nature and description (including without limitation environmental and patent claims), suits, liabilities, judgments, reasonable attorney's fees, costs and expenses in any manner connected with this Agreement or the services rendered hereunder; provided, however, that this provision shall not apply when the injury or loss is caused by the negligence of City employees.
5. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by this Agreement, shall in no way limit its responsibility to defend, indemnify, keep and hold harmless and defend the City, and its officers, appointed and elected officials, Mayor, Aldermen, employees, agents, servants and representatives as hereinabove provided.



- 6 The Contractor's duty to comply with all applicable laws, ordinances and regulations and to indemnify and insure the City shall survive the termination of this Agreement.
- 7 The Contractor agrees that in the event a judgment should be entered against the City or its officers, appointed and elected officials, Mayor, Aldermen, employees, agents, servants and representatives which is in any manner connected or related to this Agreement or the services rendered hereunder, the Contractor shall immediately satisfy same including, but without limitation on the foregoing, all fees, costs and interest in connection therewith; provided, however, that this provision shall not apply when the judgment is based on the negligence of City employees.

## **IX. OTHER CONSIDERATIONS**

- A. The Contractor warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it has adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this Agreement.
- B. The Contractor acknowledges that it is an independent contractor and none of its employees, agents or assigns are employees of the City for any reason whatsoever, and are not entitled to any City employment rights or benefits whatsoever. The Contractor agrees to pay all dues, unemployment, social security, and other taxes required by law or contract.
- C. This Agreement may be extended for a specific period of time upon mutual express written agreement signed by both the Contractor and the City. Any extension hereunder shall rigidly adhere to the Agreement, as it exists on the date of the notice to extend.
- D. The City reserves the right to terminate its respective portion of this Agreement, or any part thereof, upon 90 days written notice to the City. In case of such termination, the Contractor shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.
- E. Failure of the Contractor to Perform.
  1. All terms and conditions of the Agreement are considered material and the failure to perform any of said terms or conditions on the part of the Contractor shall be considered a breach of this Agreement. Should the Contractor fail to perform any of such terms or conditions, the City shall have the right to terminate this Agreement after five (5) days written

notice to the Contractor of the violation and the failure of the Contractor to remedy the violation within the time stated in the notice. In addition to any and all equitable legal remedies available to the City in the event of a breach, the City shall have the right to call upon the Performance Bond described in this Agreement. The remedies provided to the City herein shall be cumulative and not exclusive. No waiver by the City of a default by the Contractor under this Agreement shall be construed as a waiver by the City of any subsequent default or failure to perform on the part of the Contractor.

2. In the event of a failure by the Contractor to provide any of the services required under this Agreement for a period of five (5) days following written notice of such failure, then the City, at its sole option and by any means, may take such steps as are necessary to furnish services otherwise provided for in this Agreement. Any and all expenses incurred by the City may be charged against the Contractor and the Performance Bond furnished by the Contractor. In addition, the City may immediately terminate this Agreement and may elect, in its sole discretion, to seek any other and additional available legal remedy.
  3. The Contractor shall not be paid whenever it fails to provide any service required under this Agreement, even if such failure is caused by events or occurrences of a nature commonly known as “force majeure” or acts of God or strikes beyond the Contractor’s control; provided, however, that if the Contractor is merely delayed in providing such service by an event or occurrence of a nature commonly known as “force majeure,” and if the Contractor performs such service within a reasonable period of time following such event or occurrence, then the Contractor shall be paid.
- F. This Agreement is not assignable voluntarily, involuntarily or by process of law, and may not be subcontracted, without the prior written consent of the City, which consent may be withheld at the City’s sole discretion.
- G. The City may immediately terminate this Agreement under the following circumstances:
1. If the Contractor becomes insolvent or fails to meet its financial obligations, short of a legal declaration of bankruptcy; and
  2. Filing of bankruptcy by the Contractor and subsequent proceedings thereafter.
    - i. If this Agreement has not been previously terminated by the City, this Agreement shall automatically terminate in the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, and in no event shall this Agreement be, or be treated as, an asset of Contractor after adjudication of bankruptcy.



- H. The Contractor shall adhere to all applicable Federal, State and local requirements governing equal employment opportunities.
- I. The City has adopted an ordinance governing the prevailing rate of wages paid for work performed in DuPage County as determined by the Illinois Department of Labor. All labor performed under the provisions of this Agreement shall comply with the Illinois Prevailing Wage Act.
- J. Title to Municipal Solid Waste shall pass to the City when collected by the Contractor.
- K. Title to Recyclable Materials and Landscape Waste set out for collection shall reside in the City. The Contractor shall market said materials or dispose of these materials on behalf of the City. When the Contractor transports them to a processing, disposal or other site (collectively "Disposal Site") on behalf of the City, title shall pass to the operator of that Disposal Site. If the Disposal Site is paid for taking the materials that cost paid to the Disposal Site shall be paid solely by the Contractor.
- L. In the event of a Change of Law, the Contractor shall provide a detailed written notice to the City of the Change in Law, the manner in which the Change of Law affects its ability to perform its obligations in accordance with the provisions of this Agreement or the cost of its services, the magnitude of the effect of the Change in Law on its operations or the cost of its services, and the Contractor's proposal in response to that effect. "Change of Law" shall mean, but not be limited to, any significant change or addition to local, State, or federal rules, ordinances, regulations, taxes or government charges, or interpretations therefore by the government agency charged with the enforcement thereof, that has a significant impact on the collection or disposal of residential waste (including recycling) in the City.

Within thirty (30) days after receipt by the City of the Contractor's notice, the Contractor and the City shall meet to discuss the Change of Law and determine what change, if any, is necessary and appropriate to its operations or the rates and charges in this Contract and the timing and method of implementing any such change. The City may request, and the Contractor shall provide, any

documentation necessary from the Contractor to assist with the analysis of the Change of Law impact.

The approval of any increase in the rates and charges in this Agreement, as a result of any Change of Law shall be within the discretion of the City, which the City agrees to exercise in a reasonable manner.

- M. Venue and Applicable Law. This Agreement and all matters or issues relating to interpretation, validity, performance and enforcement shall be governed by the laws of the State of Illinois applicable to contracts performed entirely within this state. The parties agree that for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois. The City and Contractor agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

**X. NOTICES**

- A. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in the United States Mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.

- B. Notices to the City shall be addressed to, and delivered at, the following address:

City of Wood Dale  
404 N. Wood Dale Rd.  
Wood Dale, IL 60191  
Attention: City Manager

- C. Notices to the Contractor shall be addressed to, and delivered at, the following address:

Flood Brothers  
17 W 697 Butterfield Road, Suite E  
Oakbrook Terrace Illinois 60181  
Attention: President

- D. By notice complying with the requirements of this Article, each party shall have the right to change the address or addressee or both for all future notices to such party.

## **XI. TERMS**

- A. The provisions of this Agreement shall be interpreted whenever possible to sustain their legality and enforceability. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.
- B. The parties acknowledge that the headings contained in this Agreement are provided for convenience only and are not intended to affect its interpretation.
- C. This Agreement sets forth the entire agreement between the parties, and there are no other understandings or agreements, oral or written, between the parties with respect to the services to be provided, and the rate and charges therefor.
- D. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the City and the Contractor.

## **XII. TRANSITION**

This Agreement shall become effective on May 1, 2017.



**IN WITNESS WHEREOF**, the Contractor has executed this Agreement with its corporate seal affixed thereto, by its duly authorized corporate officials acting pursuant to authority granted by its Board of Directors. The City has executed this Agreement with its corporate seal affixed thereto, by its Mayor and City Clerk acting pursuant to authority granted by the Board of Aldermen thereof, all on the day and year first written above.

City of Wood Dale,  
an Illinois municipal corporation

By: Annunziato Pulice  
Its: Annunziato Pulice, Mayor

ATTEST:

Shirley J. Siebert  
Shirley J. Siebert, City Clerk

Flood Brothers Disposal Co., an Illinois  
corporation \_\_\_\_\_

By: Robert Flood  
Its: General Manager

ATTEST:

Maria Speria



STATE: OF ILLINOIS     )  
  )  
COUNTY OF DUPAGE    )     ss:

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Annunziato Pulice, Mayor of the City of Wood Dale and Shirley J. Siebert, City Clerk of said City, whose names are subscribed to the foregoing instrument as such City Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk, as custodian of the corporate seal of said City, then and there did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19<sup>th</sup>, day of January, 2017.

OF AMAN. AL  
PUBL ONE  
MISS. OF ILLIN.  
S:12/11/1.

OFFICIAL SEAL  
AMANDA MELONE  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 12/11/19

*Amanda Melone*

STATE: OF ILLINOIS     )  
                                  )  
COUNTY OF DUPAGE    )     ss:

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that William K Hood Jr, Flood Brothers Disposal Co., President of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such General Manager Robert Hood and William K Hood Jr, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said William K Hood Jr, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of January, 2017.



*Maria Spina*



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## **REQUEST FOR COMMITTEE ACTION**

Referred to Committee: September 9, 2021  
Subject: SSA 11 Closeout  
Staff Contact: Brad Wilson, Finance Director  
Department: Finance

**TITLE:** Special Service Area 11 Closeout

### **RECOMMENDATION:**

Provide direction to staff to work with attorneys to prepare the appropriate documents to close out SSA 11 and return any excess funds to the property owner(s).

### **BACKGROUND:**

SSA 11 was established in December 2000 for a Public Works project located at the NE corner of Wood Dale Rd and Thorndale. The bonds for this SSA were paid in full in December 2020.

### **ANALYSIS:**

There are two different ways to close an SSA. The first is if there is no money remaining in the SSA, we simply close it out with the County. The second method is, if there is money remaining in the SSA, it must be closed out and the excess funds distributed back to the property owner(s) with the Area. SSA 11 falls into category 2. However, it was a single parcel area making the payments to the subject property very easy to manage.

Staff has reached out to our property tax appeals attorneys, and at this time there are no pending tax appeals for the subject property. If there were, we would not want to close the area, as any refunds would then come out of the General Fund. Based upon the fact that it is a single parcel SSA and no pending tax appeals, staff feels comfortable moving forward with closing out SSA 11 and refunding the excess funds to the property owner.

### **DOCUMENTS ATTACHED**

✓ None