

AGENDA

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

May 5, 2014

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue – **3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18**).
6. Approval of Minutes — [April 21, 2014](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Mayoral Proclamation “[Art Wernli Day](#)” (May 5, 2014)
 - B. Consideration of a Motion to Approve the [Reappointment of Department Heads](#): Bryon Vana, City Administrator; Ernest Brown, Police Chief; and Daniel Gombac, Director of Municipal Services
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
12. Treasurer's Report
 - A. Warrant Number — [13-14-24](#)
13. Standing Committee Reports
14. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion to Approve [an Ordinance Amending Title 5A Chapter 9, Section 5A-9-4-4](#), “Special Uses”, to Add Medical Cannabis Cultivation Centers and Dispensing Organizations Thereto
 - B. Consideration of a [Motion to Direct Staff to Proceed with a Design and Build Plan and Cost Estimates for the Darien Pointe Redevelopment Parcel](#) Located at Plainfield Road and Cass Avenue: A. Clock Tower B. Fountain C. Park Like Theme
 - C. Consideration of a Motion to Approve [an Ordinance of the City of Darien, DuPage County, Illinois, Ascertaining the Prevailing Rate of Wages](#) for Laborers, Workmen and Mechanics Employed on Public Works of Said City
 - D. Consideration of a Motion to Approve [a Resolution to Enter into an Engineering Agreement with Christopher B. Burke Engineering, LTD.](#) for Professional Services Related to a Controlled Wetland Management Burn at the Dale Road Basin in an Amount not to Exceed \$6,000.00
 - E. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor and City Clerk to Execute an Intergovernmental Agreement between the City of Darien and the County of DuPage for Mowing Along County Road and Right of Ways](#)
 - F. Consideration of a Motion to Approve [a Resolution to Add Quantities to the Current Contract from Suburban Concrete Inc](#) for Apron Restorations for the 2014 Ditch Maintenance Improvement Project in an Amount not to Exceed \$65,000.00
 - G. Consideration of a Motion to Approve [a Resolution Authorizing the Purchase of One \(1\) New 2014 International 7400 SFA 4x2, Cab and Chasis from Rush Truck Center](#) in the Amount of \$73,642.00
 - H. Consideration of a Motion to Approve [a Resolution Temporarily Waiving Building Permit Fees to Encourage Home Improvement, Maintenance and Upgrade](#) During the 2014 Construction Season
 - I. Consideration of a Motion to Approve [a Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code](#)
 - J. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Execute a Contract with Classic Fence, Inc](#) in an Amount not to Exceed \$20,810.00 for the Purchase and Installation of Hand Rails for the City Hall and the Northern Entrance of the Police Department
 - K. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Execute a Contract with Martino Concrete, Inc](#) in an Amount not to Exceed \$20,484.63 for the Removal and Replacement of Sidewalk, Stairs and ADA Ramps for the City Hall and the Northern Entrance of the Police Department
 - L. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement with the County of DuPage as it Relates to](#)

City Owned Infrastructure and Certain Maintenance Responsibilities as part of the 75th Street DuPage County Construction Project

- M. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Execute a Contract between the City of Darien and Muscat Painting and Decorating Inc](#) for the 2014 Fire Hydrant Painting Phase 2 in an Amount not to Exceed \$36,435.00
 - N. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Execute a Contract with Behm Pavement Maintenance, Inc](#) in an Amount not to Exceed \$111,090.00 for the 2014 Crack Fill Program
 - O. Consideration of a Motion to [Approve the Expenditure of Budgeted Funds to Purchase a Police K9 Vehicle](#) in an Amount not to Exceed \$27,164.10
17. New Business
- A. Consideration of a Motion to Approve [an Ordinance Amending Section 9-3-2 \(Prohibited Parking\) of Chapter 3 \(Parking Restrictions\) Title 9 \(Traffic Regulations\), of the Darien City Code](#)
 - B. Consideration of a Motion to Approve [a Resolution Approving the Plat of Drainage Easement for the Installation of a Storm Sewer at 122, 126 and 130 Iris Road](#)
18. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
19. Adjournment

EXECUTIVE SESSION – PERSONNEL, SECTION 2(C)(1), LITIGATION, SECTION 2(C)(11), AND SALE OR LEASE OF REAL ESTATE, SECTION 2(C)(6) OF THE OPEN MEETINGS ACT

It was moved by Alderman Marchese and seconded by Alderman Schauer to go into Executive Session for the purpose of discussion of Personnel, Section 2(C)(1), Litigation, Section 2(C)(11), and Sale or Lease of Real Estate, Section 2(C)(6) of the Open Meetings Act at 7:01 P.M.

Roll Call: Ayes: Beilke, Belczak, Kenny, McIvor, Marchese, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

It was moved by Alderman Kenny and seconded by Alderman Beilke to adjourn Executive Session.

Roll Call: Ayes: Beilke, Belczak, Kenny, Marchese, McIvor, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Executive Session adjourned at 7:25 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

APRIL 21, 2014

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:42 P.M. by Mayor Weaver.

2. **PLEDGE OF ALLEGIANCE**

Mayor Weaver led the Council and audience in the Pledge of Allegiance.

3. **ROLL CALL** — The Roll Call of Aldermen by Clerk Ragona was as follows:

Present:	Tina Beilke	Sylvia McIvor
	Thomas J. Belczak	Ted V. Schauer
	Joseph A. Kenny	Joerg Seifert
	Joseph A. Marchese	

Absent: None

Also in Attendance: Kathleen Moesle Weaver, Mayor
JoAnne E. Ragona, City Clerk
Michael J. Coren, City Treasurer
John B. Murphey, City Attorney
Bryon D. Vana, City Administrator
Scott Coren, Assistant City Administrator
Daniel Gombac, Director of Municipal Service
Ernest Brown, Police Chief
Gregory Cheaure, Police Sergeant

4. **DECLARATION OF A QUORUM** — There being seven aldermen present, Mayor Weaver declared a quorum.

5. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS - GENERAL**

There were none.

6. **APPROVAL OF MINUTES** - April 7, 2014 City Council Meeting

It was moved by Alderman Kenny and seconded by Alderman Seifert to approve the minutes of the City Council Meeting of April 7, 2014 as presented.

Roll Call: Ayes: Beilke, Belczak, Kenny, McIvor, Marchese, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

There were none.

8. **MAYOR'S REPORT**

A. CONSIDERATION OF A MOTION TO APPROVE REAPPOINTMENTS TO THE POLICE PENSION BOARD: JAMES CALDWELL AND PATRICK MURPHY

It was moved by Alderman Marchese and seconded by Alderman McIvor to approve the reappointments to the Police Pension Board: James Caldwell and Patrick Murphy as presented.

Roll Call: Ayes: Beilke, Belczak, Kenny, McIvor, Marchese, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Messrs. Caldwell and Murphy were not in attendance; Oath of Office will be administered at a later date.

B. DARIEN CHAMBER OF COMMERCE UPDATE

Clare Bongiovanni provided an update as follows:

- Darien Dash will be held on May 18, 2014 at Darien Community Park at 8:30 A.M.; race bag and t-shirt pick up will take place on May 16 from 3:00 to 6:00 P.M. and May 17, 2014 from 8:00 A.M. to noon at BMO Harris Bank.
- Appreciation was extended to the following Darien businesses for supporting the Dash: Vein Center at UMC, Blue Diamond Wealth Management, Walgreens, Home Run Inn, Burr Ridge Veterinary Clinic, Kumon Math and Reading Center, Chuck's Southern Comforts Café, BMO Harris Bank, Keith Hanouw State Farm Insurance, Wild Orchid Salon, DuPage Star Technology, First Merchants Bank, B&R Dentists, and Concentra.
- Invited all to attend two ribbon cutting ceremonies: James Burke of Edward Jones on April 23, 2014 at 5:00 P.M., and Indian Prairie Public Library for their 25th anniversary celebration on April 26, 2014 at 1:00 P.M.
- Invited home base business owners to attend the next Solopreneur Connection Event at BMO Harris Bank on April 24, 2014 at 9:00 A.M.
- Announced that she will be participating in the DuPage Senior Citizens Council Dancing with the Starz Gala fundraiser on May 10, 2014 at Drury Lane Oak Brook.

Clare Bongiovanni welcomed and introduced Kingswood Academy Principal, Dr. Madonna Murphy and Director of Advancement, Yvonne Seeman.

Dr. Murphy provided a brief history of Kingswood Academy, and thanked Mayor Weaver and Council for their warm welcome. Ms. Seeman extended an invitation to Mayor Weaver, City Council, and residents to attend Kingswood Academy's Open House on April 23, 2014 and/or May 7, 2014, and their Walk-A-Thon on May 9.

Clare Bongiovanni welcomed and introduced Indian Prairie Public Library Treasurer, Marian Krupicka and Vice President Donald Damon.

Marian Krupicka provided a brief history on the library, enumerated the services provided, and urged residents to view the library's website to see all activities and services offered. Donald Damon invited all to attend the upcoming 25th anniversary Ribbon Cutting Ceremony and Family Day celebration on April 26, 2014 from 1:00 to 4:00 P.M.

9. **CITY CLERK'S REPORT**

Clerk Ragona reminded all who are required to file, that the Statement of Economic Interest for DuPage County and the Ethic Statement for the City of Darien are due on May 1, 2014.

10. **CITY ADMINISTRATOR'S REPORT**

Administrator Vana advised that the cost share between the City and Darien Chamber of Commerce for police services at DarienFest remains the same as in previous years.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Director Gombac...

...advised that City, County and Chase Bank projects are delayed due to a strike of concrete drivers.

...announced that the first branch pick-up will take place April 21 – 25, 2014.

Chief Brown...

...announced that the cell phone hands-free law went into effect January 2014, and the Police Department will be escalating enforcement. He noted that drivers, ages 16 through 18, are prohibited from any cell phone usage while operating a vehicle.

...urged motorists to be vigilant of children in the streets.

...announced the safe park initiative will begin shortly.

...asked parents to take steps to insure the safety of their teenagers during prom season.

...provided year to date Darien crime statistics.

...urged residents to help prevent burglary to motor vehicles by keeping doors locked and valuables hidden from view.

In response to Alderman Kenny, Chief Brown advised that all police vehicles are out of warranty.

12. **TREASURER'S REPORT**

A. **WARRANT NUMBER 13-14-23**

It was moved by Alderman Schauer and seconded by Alderman Belczak to approve payment of Warrant Number 13-14-23 in the amount of \$589,737.98 from the enumerated funds; and \$246,851.84 from payroll funds for the period ending 04/03/14; for a total to be approved of \$836,589.82.

Roll Call: Ayes: Beilke, Belczak, Kenny, McIvor, Marchese, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. TREASURER’S REPORT – MARCH 2014

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of March 2014:

General Fund: Revenue \$12,550,828; Expenditures \$9,829,752; Current Balance \$3,644,662

Water Fund: Revenue \$4,830,145; Expenditures \$5,303,076; Current Balance \$399,564

Motor Fuel Tax Fund: Revenue \$612,617; Expenditures \$688,691; Current Balance \$216,635

Water Depreciation Fund: Revenue \$63,474 Expenditures \$130,170; Current Balance \$676,023

Capital Improvement Fund: Revenue \$4,487,877; Expenditures \$2,922,409; Current Balance \$5,376,565

Capital Projects Debt Service Fund: Revenue \$504,317; Expenditures \$498,775; Current Balance of \$13,403

13. **STANDING COMMITTEE REPORTS**

Municipal Services Committee — Chairman Marchese announced the next meeting of the Municipal Services Committee is scheduled for April 28, 2014 at 6:30 P.M. in the Council Chambers.

Administrative/Finance Committee – Chairman Schauer announced that the next meeting of the Administrative/Finance Committee is scheduled for May 5, 2014 at 6:00 P.M. in the upstairs conference room.

Police Committee – Chairman McIvor submitted the minutes of the February 18, 2014 Police Committee Meeting. She announced the next meeting is scheduled for May 19, 2014 at 6:00 P.M. in the Police Department Training Room.

Police Pension Board – Liaison Coren announced the next quarterly meeting of the Police Pension Board will take place on April 30, 2014 at 7:00 P.M. in the Police Training Room.

14. **QUESTIONS AND COMMENTS – AGENDA RELATED**

Mayor Weaver advised that the agenda memo that accompanied Consent Agenda Item C was incorrect but noted the request was clear. Alderman Kenny questioned if it is acceptable to have one Application for Temporary Liquor License for two separate events. Clerk Ragona responded in the affirmative since both requests were defined in the application. Alderman Beilke questioned the increase in the amount of the City’s cost share in Consent Agenda Item E. Assistant Administrator Coren advised that previously, the contribution was based on population; the cost share is now divided equally amongst the three communities. In regard to New Business Item A, a lengthy discussion took place as the City Council reviewed the proposed policy and expressed concern with certain aspects of the language.

15. **OLD BUSINESS**

There was none.

16. **CONSENT AGENDA**

Mayor Weaver reviewed the items on the Consent Agenda for the benefit of the viewing audience.

It was moved by Alderman Schauer and seconded by Alderman Beilke to approve by Omnibus Vote the following items on the Consent Agenda:

A. A MOTION TO APPROVE:

- **SEPTEMBER 5, 6, AND 7 AS DATES FOR THE DARIEN CHAMBER OF COMMERCE TO HOLD THE DARIENFEST 2014 CELEBRATION**
- **ROAD CLOSURES TO ACCOMMODATE WINDY CITY AMUSEMENT CO./DARIENFEST, INCLUDING CLARENDON HILLS ROAD FROM PLAINFIELD ROAD TO 71ST STREET FROM 10:00 A.M. ON THURSDAY, SEPTEMBER 4, UNTIL 5:00 P.M. ON MONDAY, SEPTEMBER 8, 2014 (WITH MAINTENANCE OF LANE FOR EMERGENCY VEHICLES); TENNESSEE AVENUE AND 72ND STREET TO BENTLEY TO BE CLOSED EXCEPT FOR LOCAL TRAFFIC; NO PARKING ON THE NORTH SIDE OF 71ST STREET FROM CLARENDON HILLS ROAD TO THE WEST END OF DARIEN COMMUNITY PARK; NO PARKING ON BOTH SIDES OF CLARENDON HILLS ROAD FROM 71ST STREET TO 69TH STREET; NO PARKING ON THE EAST SIDE OF BENTLEY AVENUE FROM 71ST**

STREET TO 72ND STREET; AND PARKING ON ONE SIDE OF ROGER ROAD

- **PROVISION OF POLICE PROTECTION FOR THE DARIENFEST 2014 CELEBRATION**
- B. A MOTION GRANTING A WAIVER OF THE \$50.00 A DAY FEE FOR THE TEMPORARY LIQUOR LICENSE – DARIENFEST 2014**
- C. A MOTION GRANTING A WAIVER OF THE \$50.00 A DAY FEE FOR THE TEMPORARY LIQUOR LICENSES – FARMERS MARKET AND SUMMER CONCERTS FOR THE FOLLOWING DATES: JUNE 11TH, JUNE 18TH, JUNE 25TH, JULY 2ND, JULY 9TH, JULY 16TH, JULY 23RD, JULY 30TH, AUGUST 6TH, AUGUST 13TH, AND AUGUST 20, 2014**
- D. A MOTION TO APPROVE:**
- **OUR LADY OF PEACE CRUSADER CHALLENGE 2014, 5K RUN/1 MILE WALK, SUNDAY, AUGUST 24, 2014 BEGINNING AT 8:30 A.M. AND THE POLICE DEPARTMENT WILL NOT ABSORB ANY ADDITIONAL COSTS FOR THIS EVENT. TEMPORARY NO PARKING SIGNS WILL BE PLACED ON 71ST STREET BETWEEN CLARENDON HILLS ROAD AND BENTLEY AND THAT ROAD WILL BE CLOSED DURING THE RACE.**
 - **USE OF THE RIGHT HALF OF THE FOLLOWING STREETS FOR THE CRUSADER CHALLENGE 2014 WHICH BEGINS AT THE DARIEN COMMUNITY PARK AND PROCEED AS FOLLOWS:
5K RUN – 71ST AND TURNING SOUTH ON RICHMOND. IT WILL THEN CONTINUE HEADING WEST ON CHEROKEE, TURN NORTH ON SEMINOLE, TAKING 71ST WEST AND TURNING NORTH ON BEECHNUT AND FOLLOWING AROUND THE POOL AREA AT HINSBROOK BEFORE HEADING NORTH TO WILMETTE. THE COURSE WILL THEN TURN EAST AT 69TH AND CONTINUE TO SEVERAL BLOCKS BEFORE TURNING SOUTH AT BENTLEY TO 71ST, THEN EAST TO THE FINISH AT THE COMMUNITY PARK; AND
1 MILE WALK - 71ST STREET TO RICHMOND AVENUE; NORTH ON RICHMOND AVENUE TO MAPLE LANE; EAST ON MAPLE LANE TO BENTLEY AVENUE; SOUTH ON BENTLEY AVENUE TO 71ST STREET; EAST ON 71ST STREET TO FINISH AT THE DARIEN COMMUNITY PARK**
- E. RESOLUTION NO. R-65-14**
- A RESOLUTION AGREEING TO WORK WITH THE VILLAGE OF WOODRIDGE AND VILLAGE OF DOWNERS GROVE TO PROVIDE A FIREWORKS DISPLAY AT ZIEGFELD TROY GOLF COURSE ON THE FOURTH OF JULY BY CONTRIBUTING AN AMOUNT NOT TO EXCEED \$8,000.00**

Roll Call: Ayes: Beilke, Belczak, Kenny, McIvor, Marchese, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION ADOPTING A CITY OF DARIEN POLICY ON WEAPONS

It was moved by Alderman Marchese and seconded by Alderman McIvor to approve the resolution as presented.

RESOLUTION NO. R-66-14

A RESOLUTION ADOPTING A CITY OF DARIEN POLICY ON WEAPONS

Roll Call: Ayes: Beilke, Belczak, McIvor, Marchese, Schauer, Seifert

Nays: Kenny

Absent: None

Results: Ayes 6, Nays 1, Absent 0

MOTION DULY CARRIED

B. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AUTHORIZING A CERTAIN PROPERTY EXCHANGE AND DEVELOPMENT AGREEMENT (COLONIAL MANOR PROPERTY EXCHANGE)

It was moved by Alderman Schauer and seconded by Alderman Beilke to approve the ordinance as presented.

Administrator Vana provided an explanation of the land exchange which would be of benefit to both the City and Colonial Manor at no cost to either party.

ORDINANCE NO. O-12-14

AN ORDINANCE AUTHORIZING A CERTAIN PROPERTY EXCHANGE AND DEVELOPMENT AGREEMENT (COLONIAL MANOR PROPERTY EXCHANGE)

Roll Call: Ayes: Beilke, Belczak, Kenny, McIvor, Marchese, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

18. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL**

A lengthy discussion took place on the Darien Historical Society’s request to become an entity under the auspices of the city. Concerns that were brought forward were: capital needs, annual budget, the need for an in-depth cost analysis, District 61 ownership of property, inventory of artifacts, executive overview, and location. Administrator Vana suggested that, in order to facilitate an educated decision, a list of the Council Members’ questions be assembled and sent to the Darien Historical Society for response.

Alderman Marchese announced the Darien Lions Club is sponsoring a Humanitarian of the Year Award; the nomination form and qualification criteria may be found on the Darien Lions Club website. The nomination deadline has been extended to May and the award will be presented in June.

Alderman McIvor advised that during this evening’s Police Committee Meeting, a demonstration of the firearm simulator was conducted. She recommended the City Council and residents check Police Committee Meeting agendas for items of interest.

19. **ADJOURNMENT**

There being no further business to come before the City Council, it was moved by Alderman McIvor and seconded by Alderman Schauer to adjourn the City Council meeting.

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:53 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 04-21-14. Minutes of 04-21-14 CCM.

DRAFT

Mayoral Proclamation

Whereas, two decades ago, the City of Darien established a cable channel to provide residents an easily accessible way to view meetings and keep updated on community programs; and

Whereas, in order to operate, the cable station has needed dedicated operators who program the meetings, control the cameras, and broadcast to residents; and

Whereas, Art Wernli has spent the past 20 years recording City Council Meetings, Budget Meetings, Intergovernmental Meetings, and a variety of other meetings and programs; and

Whereas, Art Wernli was very skilled with operating the cameras, utilizing great features such as text and screenshots to give residents a great viewing experience; and

Whereas, Art Wernli has dedicated thousands of hours to help the community become more connected with their City government and other taxing bodies; and

Whereas, the City of Darien is reliant upon many dedicate volunteers who work tirelessly behind the scenes to keep Darien “A Nice Place to Live,”

NOW, THEREFORE, I, Kathleen Moesle-Weaver, Mayor of the City of Darien, do hereby proclaim this May 5, 2014 as

Art Wernli Day

in the City of Darien, in recognition to the service Art Wernli has provided to the community.

In Witness Whereof, I Have Hereunto Set My Hand And Caused To Be Affixed The Seal Of The City Of Darien.

DONE, this 5th day of May Two-Thousand Fourteen.

Kathleen Moesle-Weaver, Mayor

Attest:

JoAnne Ragona, City Clerk

CITY OF DARIEN

Memorandum

TO: City Council, Clerk, Treasurer
FROM: Kathleen Weaver, Mayor
DATE: May 1, 2014
RE: Annual Staff Re-Appointments

I am bringing forward the annual staff re-appointments for the City Council's consent at the May 5, 2014 City Council Meeting. The reappointments include the following:

- Bryon Vana, City Administrator
- Daniel Gombac, Director of Municipal Services
- Ernest Brown, Police Chief

Please feel free to contact me if you have any questions.

mg

CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
May 5, 2014**

Approval is hereby given to have the City Treasurer of Darien, Illinois pay to the officers, employees, independent contractors, vendors, and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

General Fund		\$21,264.74
Water Fund		\$58,298.65
Motor Fuel Tax Fund		\$3,258.13
Water Depreciation Fund		
Debt Service Fund		
Capital Improvement Fund		\$17,733.41
Special Service Area Tax Fund		\$427.50
Drug Seizures Fund		
	Subtotal:	<u>\$ 100,982.43</u>
General Fund Payroll	04/17/14	\$ 215,262.14
Water Fund Payroll	04/17/14	\$ 20,224.42
	Subtotal:	<u>\$ 235,486.56</u>
Total to be Approved by City Council:		<u>\$ 336,468.99</u>

Approvals:

Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 4/22/2014 Through 5/5/2014

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIS	RECORD DEPARTMENT WORKSTATION SERVER	Consulting/Professional	3,928.00	4325
AIS	BATTERY BACK-UP UNITS - SCADA SYSTEM- 6 WATER DEPT LOCATIONS	Consulting/Professional	1,410.00	4325
AIS	2 HP THIN CLIENT U4200 (TM4816)	Consulting/Professional	884.00	4325
ALPINE BANQUETS, INC.	DEPOSIT - 2015 CITIZEN OF THE YEAR DINNER/DANCE	Public Relations	500.00	4239
DATAKOM	ELECTRONIC COMPLAINT SOFTWARE UPGRADE FOR LAW CHANGES	Consulting/Professional	449.00	4325
DUPAGE COUNTY CLERK'S OFFICE	STEPHEN B. HIGHLAND NOTARY CERTIFICATION	Dues and Subscriptions	10.00	4213
FOREST AWARDS AND ENGRAVING	MAGNETIC BADGE FOR MAYOR WEAVER	Supplies - Office	16.00	4253
GERBER AUTO GLASS	WINDSHIELD REPLACEMENT - 2003 EXPEDITION	Vehicle (Gas and Oil)	230.00	4273
ICMA MEMBERSHIP RENEWALS	SCOT COREN - 2015 ICMA MEMBERSHIP	Dues and Subscriptions	656.28	4213
MUNICIPAL WEB SERVICES	MARCH 2014 WEBSITE HOSTING	Consulting/Professional	465.75	4325
OFFICE DEPOT	SUPPLIES	Supplies - Office	71.63	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	38.68	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	61.42	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	60.76	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	47.14	4253
OFFICEMAX CONTRACT INC.	SUPPLIES	Supplies - Office	145.00	4253
PATRIOT SECURITY GROUP	INTERROGATION ROOM CAMERA REPAIR	Consulting/Professional	169.60	4325

**CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 4/22/2014 Through 5/5/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
PETTY CASH	PETTY CASH REIMBURSEMENT	Supplies - Office	10.72	4253
PETTY CASH	PETTY CASH REIMBURSEMENT	Travel/Meetings	99.95	4265
		Total Administration	9,253.93	

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 4/22/2014 Through 5/5/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ILLINOIS STATE POLICE	RITESH M. PATEL - FINGERPRINTING FEE	Boards and Commissions	36.50	4205
ILLINOIS STATE POLICE	BINAL H. PATEL - FINGERPRINTING FEE	Boards and Commissions	36.50	4205
STERLING CODIFIERS, INC.	ORDINANCE CODIFICATION - SUPPLEMENT #38	Consulting/Professional	945.00	4325
Total City Council			1,018.00	

**CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 4/22/2014 Through 5/5/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHRISTOPHER B. BURKE ENG, LTD	STORMWATER REVIEW WITH DUPAGE COUNTY	Consulting/Professional	264.00	4325
CHRISTOPHER B. BURKE ENG, LTD	ZONING MAP UPDATE	Consulting/Professional	906.08	4325
ELEVATOR INSPECTION SERVICE CO	APRIL 2014 ELEVATOR RE-INSPECTIONS	Const/Prof Reimbursable	500.00	4328
JOSEPH ALGOZINE	REIMBURSEMENT FOR INSPECTION EQUIPMENT	Consulting/Professional	195.00	4325
JOSEPH ALGOZINE	APRIL 2014 ELECTRICAL INSPECTIONS	Consulting/Professional	520.00	4325
PETTY CASH	PETTY CASH REIMBURSEMENT	Travel/Meetings	47.18	4265
		Total Community Development	2,432.26	

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 4/22/2014 Through 5/5/2014

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
COM ED	STREET LIGHTS - ACCT 0788318007	Street Light Oper & Maint.	1,069.84	4359
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 2343005070	Street Light Oper & Maint.	7.98	4359
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 6753122017	Street Light Oper & Maint.	81.63	4359
DECKER SUPPLY CO.	STREET SIGNS	Supplies - Other	62.22	4257
DECKER SUPPLY CO.	STREET SIGNS	Supplies - Other	65.61	4257
DUPAGE TOPSOIL, INC.	TREE STUMP RESTORATION	Tree Trim/Removal	120.00	4375
DUPAGE TOPSOIL, INC.	TREE STUMP RESTORATION	Tree Trim/Removal	120.00	4375
FIRE & SECURITY SYSTEMS, INC.	ALARM SERVICES - 1041 S. FRONTAGE	Maintenance - Building	124.50	4223
GLORIA CHANCE	MAILBOX REIMBURSEMENT	Supplies - Other	43.17	4257
INDUSTRIAL ELECTRICAL SUPPLY	BALASTS FOR POLICE DEPARTMENT	Maintenance - Building	158.00	4223
KATHY MC VEIGH	MAILBOX REIMBURSEMENT	Supplies - Other	53.89	4257
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90-84-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	424.16	4271
OFFICE DEPOT	SUPPLIES	Supplies - Office	10.10	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	9.52	4253
POMP'S TIRE SERVICE, INC.	FRONT TIRES FOR TRUCK 101	Maintenance - Vehicles	1,027.64	4229
PRITI SHAH	MAILBOX REIMBURSEMENT	Supplies - Other	65.00	4257
RIC MAR INDUSTRIES, INC.	MECHANIC'S SUPPLIES	Maintenance - Equipment	423.33	4225
RIC MAR INDUSTRIES, INC.	MECHANIC'S SUPPLIES	Maintenance - Equipment	67.37	4225
SEASON COMFORT, CORP.	BOILER REPAIR	Maintenance - Building	312.50	4223
TAMELING, INC.	GRASS SEED	Supplies - Other	140.00	4257
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	91.46	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	19.53	4223

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 4/22/2014 Through 5/5/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
US GAS	OXYGEN & ACETYLENE RENTAL	Supplies - Other	32.00	4257
WAREHOUSE DIRECT	SUPPLIES	Supplies - Office	73.18	4253
WILLOWBROOK FORD, INC.	VEHICLE REPAIR - TRUCK 102	Maintenance - Vehicles	496.07	4229
			<hr/>	
		Total Public Works, Streets	5,098.70	

**CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 4/22/2014 Through 5/5/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALPHA PRINTING	FTO CARDS USED FOR TRAINING	Printing and Forms	102.00	4235
ANTON HRUBY	MEALS FOR LOREK & HRUBY AT IDEOA CONFERENCE	Travel/Meetings	175.78	4265
AUSTIN JUMP	FOOD & GAS EXPENSE AT SWAT TRAINING	Travel/Meetings	175.68	4265
AUSTIN JUMP	FOOD & GAS EXPENSE AT SWAT TRAINING	Vehicle (Gas and Oil)	273.34	4273
CANON SOLUTIONS AMERICA, INC.	COPIER MAINTENANCE AGREEMENT - 01-01/2014 - 03-31-2014	Maintenance - Equipment	131.40	4225
COLLEGE OF DU PAGE	STEVEN M. LISS - MASS CASUALTY RESPONSE	Training and Education	75.00	4263
COLLEGE OF DU PAGE	GERALD R. PICCOLI - MASS CASUALTY RESPONSE	Training and Education	75.00	4263
COMCAST CABLE	CITY HALL & P.D. CABLE BOXES	Telephone	8.45	4267
DAVIS & STANTON	COMMENDATION BARS FOR MICHAEL CAMPO RETIREMENT PLAQUE	Uniforms	9.00	4269
DOUG RUMICK	FOOD EXPENSE WHILE AT TRAINING IN CHAMPAIGN	Travel/Meetings	154.27	4265
GRYPHON TRAINING GROUP, INC.	OFFICER MARINA LISKA - GYPSY/TRAVELER CRIME CLASS	Training and Education	145.00	4263
HERBERT M. BERMAN, LTD.	ARBITRATION CANCELLATION FEE	Liability Insurance	625.00	4219
JASON NORTON	UNIFORM ALLOWANCE	Uniforms	119.75	4269
MACNEIL AUTOMOTIVE PRODUCTS	WINDOW SHIELD	Maintenance - Vehicles	28.47	4229

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 4/22/2014 Through 5/5/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
NORTHEAST MULTIREGIONAL TRNG	JASON NORTON & MARK BOZEK-40 HR LAW REVIEW IL PEACE OFFICERS	Training and Education	200.00	4263
PETTY CASH	P.D. PETTY CASH REIMBURSEMENT	Investigation and Equipment	52.31	4217
PETTY CASH	P.D. PETTY CASH REIMBURSEMENT	Supplies - Office	9.34	4253
PETTY CASH	P.D. PETTY CASH REIMBURSEMENT	Travel/Meetings	101.74	4265
PUBLIC SAFETY DIRECT	MOBILE SERVICE SQUAD REPAIRS	Maintenance - Vehicles	237.50	4229
RAY O'HERRON CO. INC.	RETIRED OFFICER BADGE CASE	Uniforms	17.95	4269
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE YEO	Uniforms	134.00	4269
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - CSO WHITESIDES	Uniforms	44.99	4269
THOMPSON REUTERS -	CRIMINAL LAW & PROCEDURE	Dues and Subscriptions	310.50	4213
WILLOWBROOK FORD, INC.	D23 WHEEL ALIGNMENT	Maintenance - Vehicles	<u>89.95</u>	4229
		Total Police Department	3,296.42	

**CITY OF DARIEN
Expenditure Journal
General Fund
Business District
From 4/22/2014 Through 5/5/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALLIED WASTE SERVICES #551	REFUSE REMOVAL - MAY 1 - 31, 2014	Utilities (Elec,Gas,Wtr,Sewer)	165.43	4271
		Total Business District	165.43	
		Total General Fund	21,264.74	

**CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 4/22/2014 Through 5/5/2014**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AUTOMATIC CONTROL SERVICES	RADIO READ FOR SCADA SYSTEM	Equipment	19,660.00	4815
CONSTELLATION NEW ENERGY, INC.	LAKEVIEW & OAKLEY - ACCT 0014626158-0001	Utilities (Elec,Gas,Wtr,Sewer)	286.50	4271
CONSTELLATION NEW ENERGY, INC.	9S720 LEMONT ROAD - ACCT 4105091007	Utilities (Elec,Gas,Wtr,Sewer)	98.72	4271
CONSTELLATION NEW ENERGY, INC.	18W736 MANNING - ACCT 0171115094	Utilities (Elec,Gas,Wtr,Sewer)	82.83	4271
CONSTELLATION NEW ENERGY, INC.	87TH & RIDGE ROAD - ACCT 0014613262-0001	Utilities (Elec,Gas,Wtr,Sewer)	199.73	4271
CONSTELLATION NEW ENERGY, INC.	1220 PLAINFIELD - ACCT 0185101035	Utilities (Elec,Gas,Wtr,Sewer)	1,376.56	4271
CORRPRO COMPANIES, INC.	RESOLUTION NO. R-85-13- 67TH STREET CATHODIC PROTECTION	Equipment	21,750.00	4815
FIRE & SECURITY SYSTEMS, INC.	ALARM SERVICES - 1041 S. FRONTAGE	Maintenance - Building	124.50	4223
HD SUPPLY WATERWORKS	REPAIR CLAMP	Maintenance - Water System	209.34	4231
MID AMERICAN TECHNOLOGY	LINE LOCATOR REPAIR	Maintenance - Water System	298.00	4231
NICOR GAS	8600 LEMONT ROAD - ACCT - 23-64-41-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	230.00	4271
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90-84-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	424.15	4271
PATTEN INDUSTRIES, INC.	HOSE AND SEAL O RING FOR TRACTOR #406	Maintenance - Equipment	46.64	4225
SCORPIO CONSTRUCTION GROUP	OPERATOR & LABORER MAIN BREAK SCRAPING FOR RESTORATIONS	Maintenance - Water System	9,139.00	4231
US GAS	OXYGEN & ACETYLENE RENTAL	Maintenance - Water System	32.00	4231
WATER RESOURCES, INC.	LEAD FREE METER COUPLINGS, GASKETS & 2-IN METER HEADS	Water Meter Purchases	1,419.78	4880

**CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 4/22/2014 Through 5/5/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ZIEBELL WATER SERVICE PRODUCTS	TRAVERSE CITY FIRE HYDRANT REPAIR PARTS	Maintenance - Water System	2,920.90	4231
		Total Public Works, Water	58,298.65	
		Total Water Fund	58,298.65	

**CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 4/22/2014 Through 5/5/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ELMHURST CHICAGO STONE COMPANY	STONE DELIVERED TO PUBLIC WORKS	Road Material	951.59	4245
ELMHURST CHICAGO STONE COMPANY	STONE DELIVERED TO PUBLIC WORKS	Supplies - Other	992.63	4257
KIEFT BROS., INC.	STORM SEWER SUPPLIES	Supplies - Other	1,145.41	4257
KIEFT BROS., INC.	STORM SEWER SUPPLIES	Supplies - Other	95.18	4257
QUARRY MATERIALS	ASPHALT SURFACE FOR PATCHING ON OLDFIELD	Road Material	73.32	4245
		Total MFT Expenses	3,258.13	
		Total Motor Fuel Tax	3,258.13	

CITY OF DARIEN
Expenditure Journal
Special Service Area Tax Fund
SSA Expenditures
From 4/22/2014 Through 5/5/2014

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CHRISTOPHER B. BURKE ENG, LTD	FY2014-M&M TARA HILL SUBDIVISION	Consulting/Professional	427.50	4325
		Total SSA Expenditures	427.50	
		Total Special Service Area Tax Fund	427.50	

**CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 4/22/2014 Through 5/5/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHRISTOPHER B. BURKE ENG, LTD	PLAINFIELD & BAILEY ROAD ROADWAY IMPROVEMENTS	Consulting/Professional	9,655.79	4325
CHRISTOPHER B. BURKE ENG, LTD	IRIS ROAD STORM SEWER	Ditch Projects	1,339.18	4376
NATIONAL POWER RODDING	JETTING TELEVISIONING OLDFIELD ROAD	Ditch Projects	3,427.60	4376
NORWALK TANK	GIGI LANE STORM SEWER PROJECT	Ditch Projects	3,310.84	4376
		Total Capital Fund Expenditures	17,733.41	
		Total Capital Improvement Fund	17,733.41	
Report Total			100,982.43	

General Information

In August 2013, the State of Illinois approved the use of medical cannabis in Illinois beginning January 1, 2014. The law allows local jurisdictions to enact reasonable zoning ordinances regulating locations where cannabis cultivation and dispensing centers may locate, as long as it is not in conflict with state law. Municipalities may not prohibit medical cannabis cultivation and dispensing centers.

Per Illinois law:

- **Cultivation centers** must be located at least 2,500 feet from pre-existing pre-schools, elementary or secondary schools, daycare centers, group daycare centers or an area zoned for residential use.
- **Dispensing centers** must be located at least 1,000 feet from pre-existing pre-schools, daycare centers and may not be located in an area zoned for residential use.

Additional Illinois law requirements for dispensing:

- The dispensing organization must be registered by the Department of Finance and Professional Registration.
- The dispensing organization may only obtain medical cannabis from a registered cultivation center and may only dispense to registered qualified patients.
- The State of Illinois may license up to 60 dispensing organizations in the state which shall be geographically dispersed throughout the state.

Staff recommends a text amendment to the Zoning Ordinance adding medical cannabis cultivation and dispensing centers as special uses within the I-1 General Industrial District. A map has been provided showing the [I-1 zoning district locations](#) within Darien. Special uses require City Council approval via a public hearing before the Planning and Zoning Commission.

Currently, the only properties in Darien zoned I-1 are the Darien Municipal Services Facility at 1041 S. Frontage Road and the property immediately to the east at 1033-35 S. Frontage Road. These properties are the most remote parcels within Darien in terms of nearby schools, daycare centers and residential areas.

The properties noted above are located within 1,000 feet of an area zoned for residential use, area to the north. Therefore, these locations could contain dispensing centers but not cultivation centers.

A text amendment to the Zoning Ordinance requires a public hearing before the Planning and Zoning Commission, with the City Council making the final decision.

At the March 3, 2014, the City Council directed staff to prepare an amendment to the Zoning Ordinance.

[An article from the Illinois Municipal League](#), Common Questions Concerning Medical Cannabis, provides additional information summarizing how the State of Illinois will regulate medical cannabis.

The proposed text amendment follows, permitted uses and special uses listed, new language shown in *italics*:

5A-9-4: I-1 GENERAL INDUSTRIAL DISTRICT

5A-9-4-3: PERMITTED USES:

No building, structure, or land shall be used and no building or structure shall be erected, altered, or enlarged, which is arranged, intended, or designed for other than one of the following uses:

Abrasive manufacture.
Bakeries.
Banks and financial institutions.
Bottling companies.
Brick and structural clay products manufacture.
Building materials and product sales and storage.
Cartage and express facilities.
Civic buildings.
Contractor and construction offices, shops, and yards.
Dairy products processing.
Dry cleaning establishments and laundries.
Electronic and scientific precision instruments manufacture.
Electroplating.
Fuel and ice sales.
Furniture, bedding, and carpet manufacture.
General manufacturing and wholesaling.
Glass products production and sales.
Heavy machinery production.
Light machinery production.
Lithographing.
Machine shops.
Metal stamping.
Newspaper publishing.
Parking lots and garages.
Pottery and ceramics manufacture.
Printing and publishing establishments.
Radio and television stations and studios.
Schools, vocational or trade.
Semitruck, semitrailer and bus sales lot.
Stone products manufacture.
Warehousing, storage (including ministorage) and distribution facilities.
Wearing apparel manufacture.
Woodworking.

5A-9-4-4: SPECIAL USES:

The following special uses may be permitted in specific situations in accordance with the procedures outlined in section 5A-2-2-6 of this title:

Accessory outdoor storage (in compliance with section 5A-9-1-3 of this chapter).
Airports and heliports.
Automobile service stations, repair facilities, and car washes used in conjunction with an automobile service station.
Car washes, drive-through (as a principal use).
Car wash, user operated (as a principal use).

Chemical processing and manufacture.
Eating and drinking establishments.
Food manufacture, packaging and processing.
Freight terminals.
Garages for storage, repair and servicing of motor vehicles, including body repair, painting and engine rebuilding.
Grain storage and processing.
Landfills.
Medical cannabis cultivation centers as defined in 410 ILCS 130/10(e) and subject to the distance requirements set forth in 410 ILCS 130/105.
Medical cannabis dispensing centers in accordance with 410 ILCS 130/10(o) and subject to the distance requirements set forth in 410 ILCS 130/130.
Paper products manufacture.
Planned unit developments (in accordance with the requirements of [chapter 3](#) of this title).
Public and private utility facilities.
Recreation and social facilities.
Stadiums, auditoriums and arenas.

Staff Findings/Recommendations

In order for the City to regulate where medical cannabis cultivation and dispensing centers may be located within the City of Darien, staff recommends the Planning and Zoning Commission make the following recommendation to approve the proposed text amendment to the Zoning Ordinance:

Based upon the submitted petition and the information presented, the request associated with PZC 2014-01 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition.

Planning and Zoning Commission Review – April 2, 2014

The Planning and Zoning Commission considered this matter at its meeting on April 2, 2014. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Louis Mallers, Raymond Mielkus, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Pauline Oberland, Kenneth Ritzert.

Michael Griffith, Senior Planner, reviewed the agenda memo. He stated the proposed text amendment would require special use approval for medical cannabis cultivation and dispensing centers within the I-1 zoning district. He noted the required distances cultivation centers and dispensing centers must be from schools, daycare center, group daycare centers and residential areas. He stated staff choose the I-1 zoning district since the parcels zoned I-1 are the most remote parcels in Darien in terms of distances from schools, daycare centers and residential areas.

He also noted an article from the Illinois Municipal League which summarizes other aspects of the state law.

Commissioner Hickok asked why we needed to do this.

Commission Vonder Heide stated we needed something on the books in case someone approached the City for this use.

Mr. Griffith noted that the City cannot prohibit these uses but can regulate where they go.

There was a discussion on further restricting these uses to a portion of the existing I-1 zoning district, or how the City would treat a facility that was too large.

Mr. Griffith noted the uses will require special use approval, which requires a public hearing and consideration by the Commission. He stated the special use process allows the City to review the specifics of a proposal.

There was not anyone from the public present to offer comments.

Without further discussion, Commissioner Kiefer made the following motion, seconded by Commissioner Mielkus:

Based upon the submitted petition and the information presented, the request associated with PZC 2014-01 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition.

**Upon a roll call vote, THE MOTION CARRIED by a vote of 7-0.
(Commissioners Oberland and Ritzert were absent.)**

Municipal Services Committee – April 28, 2014

Based on the Planning and Zoning Commission's recommendation, staff recommends the Municipal Services Committee make the following recommendation to approve the proposed text amendment:

Based upon the submitted petition and the information presented, the request associated with PZC 2014-01 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval of the petition.

Municipal Services Committee Review – April 28, 2014

The Municipal Services Committee considered this matter at their April 28, 2014, meeting. The following members were present: Alderman Joseph Marchese – Chairman, Alderman Tina Beilke, Alderman Joerg Seifert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the agenda memo. He noted the proposed amendment is consistent with the discussion previously had by the Committee and direction given by the City Council. He noted the public hearing and recommendation by the Planning and Zoning Commission.

Alderman Beilke asked if the recent discussion on the sale of the Great Dane property was related to this matter.

Dan Gombac, Director, said no. He said the buyer was proposing a similar use as has been on the property. He said those discussions have ended, the buyer is not pursuing the property.

There was not anyone from the public to offer comments.

Without further discussion, Alderman Seifort made a motion to recommend approval of the text amendment, seconded by Alderman Beilke.

Upon a voice vote, THE MOTION CARRIED by a vote of 3-0.

**CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5A, CHAPTER 9, SECTION 5A-9-4-4, "SPECIAL
USES",
TO ADD MEDICAL CANNABIS CULTIVATION CENTERS AND
DISPENSING ORGANIZATIONS THERETO**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN**

THIS 5th DAY OF MAY, 2014.

**Published in pamphlet form by authority of the
Mayor and City Council of the City of Darien,
DuPage County, Illinois, this ____ day of May,
2014.**

**AN ORDINANCE AMENDING TITLE 5A, CHAPTER 9, SECTION 5A-9-4-4, "SPECIAL
USES",
TO ADD MEDICAL CANNABIS CULTIVATION CENTERS AND
DISPENSING ORGANIZATIONS THERETO**

WHEREAS, the City of Darien is a home rule unit of government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the Illinois General Assembly adopted Public Act 98-122, the "Compassionate Use of Medical Cannabis Pilot Program Act," ("Act")(410 ILCS 130/1 *et seq.*), which regulates the cultivation of and dispensing of medical cannabis; and

WHEREAS, Section 140 of the Act (410 ILCS 130/140) allows a municipality to enact reasonable zoning ordinances that are not in conflict with the Act, or with any rules and regulations promulgated by the Illinois Department of Public Health and Illinois Department of Agriculture; and

WHEREAS, the City Council has determined that it is in the best interests of the City, including the public health, safety and welfare of its residents to regulate medical cannabis cultivation centers and medical cannabis dispensing organizations to the extent allowed by law; and

WHEREAS, pursuant to proper legal notice, a public hearing was held before the Planning and Zoning Commission on April 2, 2014, regarding this matter; and

WHEREAS, the Planning and Zoning Commission filed its findings and recommendations with the City Council recommending approval of the text amendment described herein; and

WHEREAS, the Municipal Services Committee met on April 28, 2014, and has filed its findings and recommendations with the City Council recommending approval of the text amendment described herein; and

WHEREAS, the City Council approves and adopts the findings and recommendations of the of the Planning and Zoning Commission and the Municipal Services Committee and incorporates such findings and recommendations herein by reference as if they were full set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: Title 5A, Chapter 9, "Office and Industrial Districts", of the City Code of Darien,

as amended, hereby further to add medical cannabis cultivation centers and dispensing organizations to Special Uses (5A-9-4-4) in the I-1 General Industrial District to read as follows:

5A-9-4-4: SPECIAL USES:

Medical cannabis cultivation centers as defined in 410 ILCS 130/10(e) and subject to the distance requirements set forth in 410 ILCS 130/105

Medical cannabis dispensing organization as defined in 410 ILCS 130/10(o) and subject to the distance requirements set forth in 410 ILCS 130/130

SECTION 2: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,

ILLINOIS, this 5th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,

this 5th day of May, 2014.

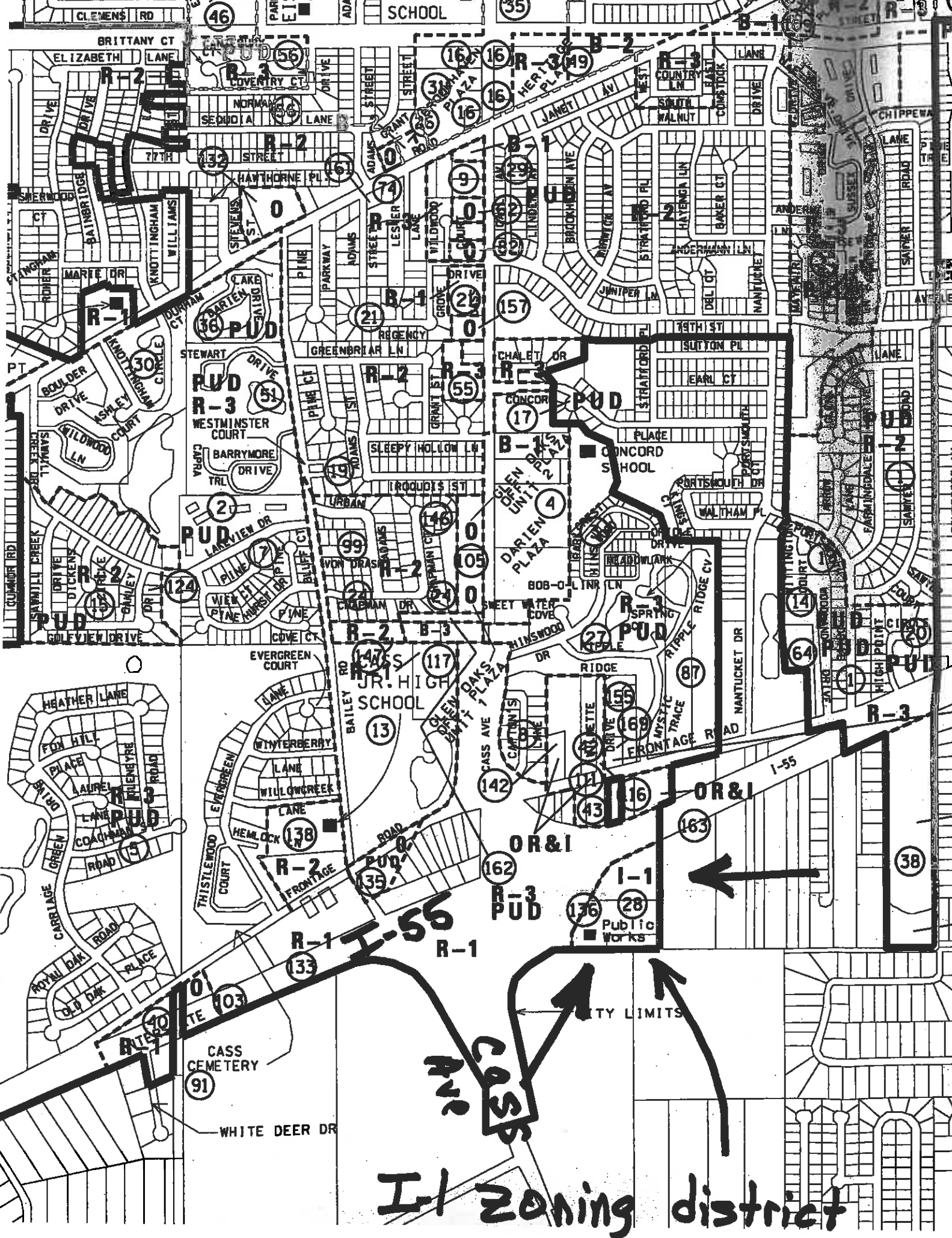
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



I-1 zoning district

CASS PVE

OR&I

PUD

I-1

Public Works

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Today is March 27, 2014

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Common Questions Concerning Medical Cannabis

By **Brian Day**, Lead Staff Attorney

Share:

Illinois' medical-cannabis law took effect on January 1, 2014. The new law, titled the Compassionate Use of Medical Cannabis Pilot Program Act, allows the use of cannabis by residents who have a medical need and have obtained a permit. The new law also sets forth procedures to license and regulate where cannabis may be grown and where it may be sold.

As the new law begins to be implemented, the IML has received a number of questions about the medical cannabis law and the extent to which communities have any authority or duty to regulate cannabis use under the medical-cannabis law. Municipalities are given the authority to adopt reasonable zoning controls with respect to cultivation centers and dispensaries. Most of the regulation on this issue, however, is conducted by the State government. The purpose of this article is to cover some of the contents of the medical-cannabis law and discuss some areas of concern to communities.

1. Who may use medical cannabis?

A "Qualifying Patient" may obtain up to 2.5 ounces of cannabis every two weeks. The Department of Public Health may grant a waiver for a patient to obtain additional amounts.

In order to be designated as a "Qualifying Patient" a person must be diagnosed by a physician as having a debilitating medical condition. The statute lists 33 medical conditions that qualify. The Department of Public Health may approve additional conditions. The patient must be diagnosed by a doctor of medicine or osteopathy who has a current controlled substances license. Other medical professionals are not authorized to recommend a patient for medical cannabis.

A Qualifying Patient may not:

- Be under the age of 18;
- Have a felony drug conviction; or
- work in certain professions, including law enforcement personnel, firefighters, and commercial drivers.

Once the physician has diagnosed the patient and recommended him or her for medical cannabis, the patient may apply to the Department of Public Health for status as a medical-cannabis patient. The Department will issue registry cards to Qualifying Patients and maintain a registry of those patients. Law enforcement agencies will have access to the registry.

2. How is the cannabis grown and sold?

A qualifying patient must obtain his or her medical cannabis from a dispensary, which, in turn must get the cannabis from a cultivation center.

A dispensary is operated by a business or organization that is licensed and regulated by the Illinois Department of Financial and Professional Regulation. The statute allows for up to 60 dispensaries "geographically dispersed throughout the State."

A cultivation center is operated by a business or organization that is licensed and regulated by the Illinois Department of Agriculture. Cultivation centers are subject to a strict set of rules to be developed by the Department of Agriculture, including labeling and cannabis testing requirements, 24-hour video surveillance, photo IDs for staff, cannabis tracking systems, and inventory control measures. The statute allows for up to 22 cultivation centers (one for each Illinois State Police district).

3. Are there restrictions on the use medical cannabis anywhere?

**TOP LEGAL
PAGES**

1. Home Rule Municipalities
2. Common Questions Concerning Medical Cannabis
3. Scepurek v. Board of Trustees, 2014 IL App (1st) 131066 (March 4, 2014)

There are limitations on how and where medical cannabis may be used. A registered qualifying patient or designated caregiver must keep their registry identification card on his or her possession at all times when engaging in the medical use of cannabis.

It is illegal to **possess** medical cannabis:

- on a school bus or on school property
- in a correctional facility
- In a vehicle, except in a sealed, tamper-evident medical cannabis container
- in a residence used to provide licensed child care or similar social service care.

It is illegal to **use** medical cannabis:

- on a school bus or on school property
- in a correctional facility
- in a vehicle
- in a residence used to provide licensed child care or similar social service care
- In a public place where the user could be observed by others
- In proximity to a minor.

It is illegal to **smoke** medical cannabis:

- In a public place where the user could be observed by others
- In a healthcare facility
- in any location where smoking is prohibited under the Smoke-Free Illinois Act.

A private business and a college or university may prohibit or restrict the use of medical cannabis on its property.

4. Can communities control where cannabis is grown and sold?

There are statutory restrictions on where a dispensary or a cultivation center may be located. In addition, municipalities have the authority to enact reasonable zoning restrictions on cultivation centers or dispensaries.

A cultivation center may not be located within 2,500 feet of a pre-existing school, day care, or any residential district. Similarly, a dispensary may not be located within 1,000 feet from a school or day care. Dispensaries are also prohibited in a house, apartment, condominium, or an area zoned for residential use. These distance requirements are measured from the property line of the prohibited properties rather than the buildings. These restrictions severely limit where a facility might be located. In many cases, due to the location of schools and daycare properties and, particularly, residential zoned property, there may be few (if any) locations open to medical-cannabis facilities. Legislation is currently being considered in the Illinois General Assembly that would only prohibit these facilities in areas that are zoned exclusively or **predominately** residential. It would allow these facilities to be located in areas that are mixed residential and commercial use. Municipal officials should familiarize themselves with the location of schools, daycares, or residentially-zoned property so that they will be aware of the potential locations where a dispensary or cultivation center could legally locate.

In addition to the distance limitations, the statute authorizes municipalities to enact "reasonable zoning ordinances or resolutions" regulating registered medical cannabis cultivation centers or medical cannabis dispensing organizations. The zoning regulations may not conflict with the statute, Act, or the administrative rules of the Department of Agriculture or Department of Public Health. Home rule powers are preempted, so they have the same zoning authority as non-home rule communities.

The statute is silent on the nature of the zoning restrictions. Municipalities have taken or considered the following measures with respect to zoning and medical cannabis:

- Identifying the zoning district or districts in which cultivation centers and dispensaries are permitted.
- Requiring special-use permits for cultivation centers and dispensaries rather than allowing them as a permitted use.
- Imposing reasonable conditions on any special-use permit to mitigate the impacts of their activities.

The statute prohibits municipalities from unreasonably prohibiting the cultivation, dispensing, and use of medical cannabis. This provision would appear to prevent the municipality from banning medical cannabis entirely from the municipality. Some municipalities, however, have enacted a temporary moratorium on medical cannabis facilities while it reviews its zoning regulations so that a new facility does not become a "preexisting use" before the cannabis zoning regulations are adopted. This approach should be used with caution. An extended duration of a moratorium may lead to legal challenges.

5. Can communities regulate medical cannabis use by public employees?

Just because a Qualifying Patient is allowed to use medical cannabis, they do not have carte blanche authority to use the drug while at work. An employer can prohibit the employee from using drugs or being under the influence of drugs while on the job.

An employer may not discriminate against an employee solely for being a qualified patient. The employer, however, can adopt and enforce a drug-free workplace policy, so long as the policy is applied in a non-discriminatory manner. The employer can also enact reasonable regulations concerning the consumption, storage, or timekeeping requirements for Qualified Patients. Employers can discipline an employee for failing a drug test if that failure would put the employer in violation of federal law or jeopardize federal contracting or funding.

One potential challenge to enforcing a drug-free workplace policy is the determination of when an employee is impaired while at work. Unlike alcohol, where impairment can be presumed by a specific blood-alcohol level, there is no objective standard for measuring cannabis impairment. The statute provides that an employer cannot be sued for actions taken upon a good-faith belief that the employee used or possessed cannabis or was impaired by cannabis during work hours. The Act also states that an employer cannot be sued over an injury or loss to a third party if the employer did not know or have reason to know that the employee was impaired.

Municipalities should evaluate their existing employment policies with respect to drug use and possession. If a written policy is not currently in place, one should be enacted and incorporated into the appropriate personnel rules.

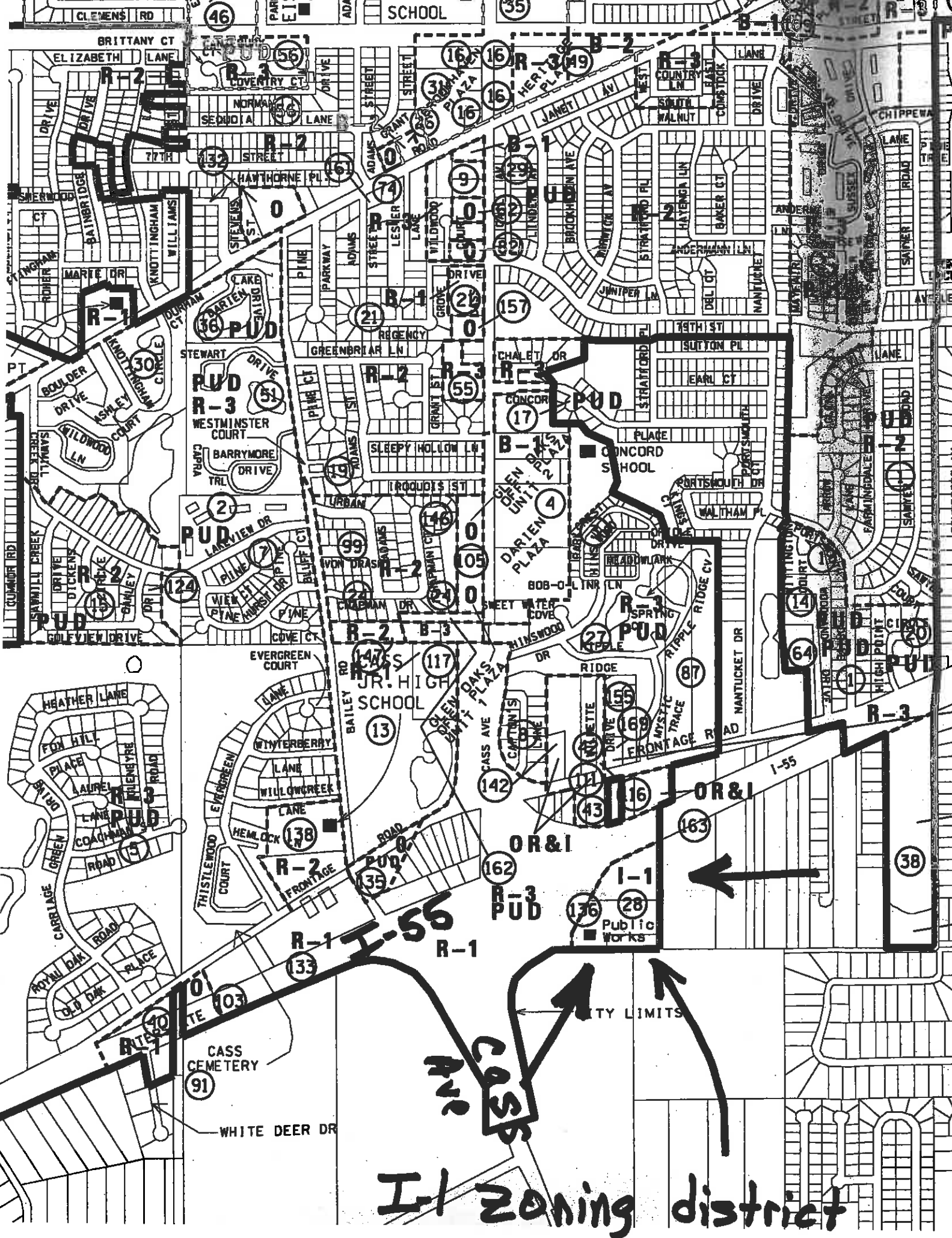
There are still many questions concerning the implementation of medical cannabis. It is advisable to consult your municipal attorney with respect to any rules or regulations concerning medical cannabis.

6. Additional resources.

You can find more information on medical cannabis at the following:

- [The Compassionate Use of Medical Cannabis Pilot Program Act](#)
- [Public Act 98-122](#) (includes the Act and additional statutory changes).
- [Draft Administrative Rules of the Department of Financial and Professional Regulation](#)
- [Draft Administrative Rules of the Department of Agriculture](#)
- [Draft Administrative Rule of the Department of Public Health](#)

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I-1 zoning district

CASS PUD

OR&I

Public Works

CITY LIMITS

CASS CEMETERY

WHITE DEER DR

ROUTE 103

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AGENDA MEMO

City Council

May 5, 2014

ISSUE STATEMENT

A motion directing Staff to proceed with a design and build plan and cost estimates for the following at the Darien Pointe Redevelopment parcel located at Plainfield Road and Cass Avenue:

- A. Clock Tower
- B. Fountain
- C. Park Like Theme

BACKGROUND/HISTORY

The City Council approved the architectural building rendering, (Option 2), for the re-development of the City owned 1.69 acres at the northeast corner of Plainfield Road and Cass Avenue on April 7, 2014.

The latest rendering included an independent fountain as an attraction area within a park like setting. Since the clock tower was removed from the building the intention was to incorporate the clock tower into the fountain. The design and architectural services to integrate both options are not included in the authorized design agreement. ShiveHattery has also revised the estimated cost for the fountain and clock tower to approximately \$165,000 (Clock Tower \$120,000 and Fountain \$45,000), excluding any landscape costs. (See attached e-mail dated April 17, 2014 labeled as [Attachment A](#)).

[Attachment B](#) is the proposal from ShiveHattery for the Task 2-Design Documents for Clock Tower and Fountain in the amount of \$10,500.

[Attachment C](#) is a memo from Director Daniel Gombac, dated April 2, 2014, requesting City Council feedback regarding the following two options:

1. Approve a proposal from ShiveHattery in an amount not to exceed \$10,500 for additional fountain/clock tower design/bid document services. This item is not specifically included in the Capital Projects Fund budget, but sufficient funds are available.
2. Assign the park area portion of the project to staff allowing Municipal Services to develop and bid out for an approved site plan.

Please note that the April 2, 2014 memo provided a cost detail that was inaccurate. ShiveHattery had only included within their proposal an estimated construction cost only for the *Clock Tower Fountain* in the amount of \$45,000 and did not include the clock tower cost at an additional \$120,000. The proposed construction costs are as follows:

A.	Clock Tower	\$120,000
B.	Fountain	45,000
C.	Landscaping	<u>20,000</u>

Total Construction Costs \$185,000

At the April 7th, 2014 City Council meeting, the City Council provided feedback to move the Clock Tower from the building and incorporate the Clock Tower and Fountain into one amenity. Staff would include costs for each facet of Items A – C and would further be reviewed by the Municipal Services Committee and City Council for approvals.

The staff would seek out local steel fabricators, and landscape experts to provide a design and build plan to integrate the Clock Tower and Fountain as an architectural feature. It is anticipated that the design services would not exceed \$1,000. The design build project would be based on the existing rendering provided by ShiveHattery and labeled as [Attachment D](#).

As an additional option, Option C, staff would prepare an additional design and build plan for a park like theme with no clock tower or fountain at a not to exceed \$100,000 project cost.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends directing staff to proceed with a design and build plan and cost estimates for the following at the Darien Pointe Redevelopment parcel located at Plainfield Road and Cass Avenue:

- A. Clock Tower
- B. Fountain
- C. Park Like Theme

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be forwarded to the City Council for formal consideration on May 5, 2014.

From: Dan Gombac [mailto:dgombac@darienil.gov]
Sent: Thursday, April 17, 2014 8:47 AM
To: Wayne C. Marth
Cc: Bryon Vana
Subject: Clock Tower design and fountain

Wayne:

I am going to my Committee for the clock tower/fountain design next week. Would you please summarize the material to be used for the tower as I am not in agreement that the tower, clock and fountain could be completed for 45k.

I am more concerned about the steel tower versus the fountain, e.g. column sizes 10 inch.... Type of metal, type of roof...

Regarding the finish did you envision painted, galvanized, powder coated....

Thanks,

Daniel Gombac
Director of Municipal Services
630-353-8106

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From: Dan Gombac
Sent: Friday, April 11, 2014 9:00 AM
To: Wayne C. Marth (WMARTH@shive-hattery.com)
Cc: Bryon Vana
Subject: RE: Notice to Proceed

Good morning Wayne:

Couple follow ups:

1. What is the timeline for completion of Phase Two
2. In reviewing the tower fountain rendering what do you anticipated dimensions of the tower structure to be constructed

Dan Gombac

From: Dan Gombac
Sent: Thursday, April 17, 2014 3:30 PM
To: 'Wayne C. Marth'
Cc: Bryon Vana
Subject: RE: Clock Tower design and fountain

Thanks for the clarification, as I read the original proposal it does not read as such.

Daniel Gombac
Director of Municipal Services
630-353-8106

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From: Wayne C. Marth [mailto:WMARTH@shive-hattery.com]
Sent: Thursday, April 17, 2014 9:11 AM
To: Dan Gombac
Cc: Bryon Vana
Subject: RE: Clock Tower design and fountain

Hi Dan:

The Clock Tower and fountain is estimated to cost \$120,000.00. The fountain alone is estimated to cost \$45,000 as I stated in my recent tower and fountain design fee proposal. The fountain is a design build project by Aquascape, Inc.

The Tower is to be constructed with painted galvanized pipe steel. Whether it is powder coated paint or otherwise finished, the tower steel finish will be based on discussing the design further with the fabricator. Our present design is conceptual and nowhere near a final design.

If you want to discuss his further, please call me at your convenience.

Thanks,

Wayne C. Marth, A.I.A., NCARB
VP, Director of Business Development
Shive-Hattery, Inc.
3025 Highland Pkwy, Suite 140 | Downers Grove, IL 60515-5552
Direct: 630.271.7611 | Office: 630.271.7600 | fax: 630.241.4029 | cell: 630.730.8273

2



PROPOSAL FOR PROFESSIONAL SERVICES

ATTN: Mr. Dan Gombac
City of Darien
1702 Plainfield Road
Darien, Illinois 60561

**SUBJECT: HERITAGE PLAZA ADDITIONAL SERVICES
NEC OF PLAINFIELD ROAD AND CASS AVENUE
DARIEN, ILLINOIS**

DATE OF AGREEMENT: April 1, 2014

Project #8131432

PROJECT DESCRIPTION

Two (2) new single story Retail Shops Buildings [North Building (7,000 s.f.) with drive-up window and a South Building (7,400 s.f.) with drive-up window] including trash enclosures, transformer pads, and storefront sidewalks and patios located on approximately two acres with seventy-four (74) parking stalls. At the southwest corner of the development a seating area with water feature shall be provided. Building Elevations for North and South Building Option Two has been approved by the City of Darien.

The city requests additional services be provided as follows:

1. Provide an overall site rendering including site parking, north and south retail buildings and landscaped SWC corner of site with Clock Tower and fountain. S-H shall provide pdf.file and printed document upon request
2. Provide Design Documents Clock Tower and fountain including normal structural, electrical and plumbing engineering. Site utility connections to proposed Clock Tower and Fountain shall be by Civil Engineer of record. Landscaping design other than the fountain and contained planter shall be by others. Fountain design shall be provided as Design/Build by Aquascape, Inc. and licensed installers. Design Specifications shall be based on Aquascape, Inc. Design Criteria and equipment specifications without substitution.

ASSUMPTIONS

Based on our initial discussions of the Project, the following assumptions are made at this time:



- The client shall provide to (A/E) a topographical survey with sufficient topographic information as needed for proper engineering design. The Plat of Survey shall be provide in electronic format AutoCad.dwg Release 14 or greater for our use. Upon receipt of the drawing (A/E) will review to determine if the topographic information is sufficient for proper engineering design and will report any deficiencies to the Client. If deficiencies are encountered Client shall notify the surveyor and have the survey and drawing files updated as needed.

COMPENSATION

REMOVED

Description	Fee	Fee Type
Task #1 Overall Site rendering	\$3,000.00	Fixed Fee
Task #2 Design Documents for Clock Tower	\$10,000.00	Fixed Fee
	<i>\$10,000.00</i>	
Total: Task #1 and #2	\$13,000.00	Fixed Fee
Design/Build Fees for Clock Tower Fountain (this includes estimated construction cost)	\$45,000.00	Estimated
	<i>\$165,000</i>	
Reimbursables	\$500.00	Estimated

** \$10,000 + 500 = \$10,500*

Fee Types: Fixed Fee - We will provide the Scope of Services for the fee amount(s) listed above.

Reimbursable Expenses:

- Estimated amount - The estimated Reimbursable Expense amount(s) above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amount(s) without your prior authorization.

The Terms and Conditions of the existing Contract for the Heritage Plaza apply to this proposal for Additional Services.

AGREEMENT

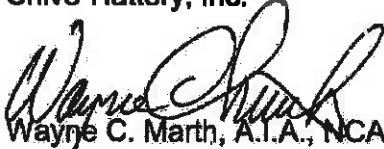
This proposal shall become the Agreement for Additional Services when accepted by both parties. Original, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery, Inc.) are deemed acceptable for binding the parties to the agreement. The client representative signing this agreement warrants that he or she is authorized to enter into this agreement on behalf of the Client.



Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

Shive-Hattery, Inc.



Wayne C. Marth, A.I.A., NCARB
VP, Director of Business Development
wmarth@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Darien, Illinois

BY: _____ **TITLE:** _____

PRINTED NAME: _____ **DATE ACCEPTED:** _____



CITY OF DARIEN

Memorandum

TO: Mayor, City Council, City Clerk, City Treasurer

FROM: Dan Gombac, Director of Municipal Services

DATE: April 2, 2013

RE: Heritage Plaza (Darien Point) Public Space Design

The City Council is scheduled to approve the architectural building rendering, (Option 2), for the re-development of the City owned 1.69 acres at the northeast corner of Plainfield Road and Cass Ave. The original building concept incorporated a clock tower design into the building. The current preferred design eliminated the clock tower from the building.

The current concept site plan for the south west corner of the property includes a fountain and clock tower within a park like setting. Since the clock tower was removed from the building the intention was to incorporate the clock tower into the fountain. The design and architectural services to integrate the fountain/clock tower are not included in the authorized design agreement with Shive-Hattery. The current cost estimate from Shive-Hattery for the construction of a fountain/clock tower is \$45,000. This does not include landscaping and other items such as park benches, etc. Staff is estimating the landscape and associated costs at \$20,000.

\$165,000 REVISED D.D 04/22/14 SEE ATT B

In order to proceed with the fountain/clock tower concept the staff offers 2 options:

1. Approve a proposal from Shive-Hattery in the amount not to exceed \$10,500 for additional fountain/clock tower design/bid document services. This item is not specifically included in the Capital Projects Fund budget, but sufficient funds are available.
2. Assign the park area portion of the project to the staff allowing Municipal Services to develop and bid out for an approved site plan.

This issue will be discussed at the April 28, 2014, Municipal Services Committee meeting and then forwarded to the City Council.

CLOCK
TOWER

FOUNTAIN
AREA



AGENDA MEMO

CITY COUNCIL

May 5, 2014

-

ISSUE STATEMENT

Approving an ordinance ascertaining the prevailing rate of wages for laborers, workman, and mechanics employed on Public Works projects for the City of Darien, County of DuPage, Illinois.

ORDINANCE

BACKGROUND/HISTORY

Annually, the state law requires that municipalities ascertain the prevailing wages to be paid on Public Works projects within the community. The State of Illinois provides the last listing of the prevailing rates and it then becomes the City's responsibility to accept and publish these rates for future construction projects of the City. An ordinance has been developed, as in past years, to certify the prevailing wage rates for the coming year that has been received from the Illinois Department of Labor which is dated April 2014.

STAFF RECOMMENDATION

The State requires the annual approval of the prevailing wage rates as published by the State of Illinois and, as such, staff recommends acceptance of these rates.

ALTERNATE CONSIDERATION

Not approving the ordinance at this time.

DECISION MODE

This item will be placed on the May 5, 2014 agenda for formal City Council consideration and approval

Du Page County Prevailing Wage for May 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		37.100	37.600	1.5	1.5	2.0	13.38	9.520	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350
BRICK MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON		ALL		38.500	40.500	2.0	1.5	2.0	12.16	16.25	0.000	0.430
CERAMIC TILE FNSHER		BLD		34.810	0.000	2.0	1.5	2.0	10.20	7.830	0.000	0.640
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.550	15.16	1.250	0.610
ELECTRC PWR EQMT OP		ALL		36.610	49.750	1.5	1.5	2.0	5.000	11.35	0.000	0.270
ELECTRC PWR GRNDMAN		ALL		28.310	49.750	1.5	1.5	2.0	5.000	8.780	0.000	0.210
ELECTRC PWR LINEMAN		ALL		43.830	49.750	1.5	1.5	2.0	5.000	13.58	0.000	0.330
ELECTRC PWR TRK DRV		ALL		29.310	49.750	1.5	1.5	2.0	5.000	9.090	0.000	0.220
ELECTRICIAN		BLD		37.160	40.880	1.5	1.5	2.0	9.550	17.39	4.480	0.680
ELEVATOR CONSTRUCTR		BLD		49.900	56.140	2.0	2.0	2.0	12.73	13.46	3.990	0.600
FENCE ERECTOR	NE	ALL		34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
FENCE ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	9.390	17.69	0.000	0.400
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER	E	ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
IRON WORKER	W	ALL		45.060	48.660	2.0	2.0	2.0	9.390	17.69	0.000	0.400
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON		BLD		40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER	BLD 1			46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 2			44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 3			42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 4			40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 5			49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 6			47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 7			49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 1			44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 2			43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 3			41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 4			40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 5			39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 6			47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 7			45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRN WRKR E	ALL			42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
ORNAMNTL IRN WRKR W	ALL			45.060	48.660	2.0	2.0	2.0	9.390	17.69	0.000	0.400
PAINTER		ALL		40.980	42.980	1.5	1.5	1.5	10.00	8.200	0.000	1.350
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER		BLD		41.200	43.200	1.5	1.5	2.0	9.750	17.59	0.000	1.710
PLASTERER		BLD		41.250	43.760	1.5	1.5	2.0	9.700	13.08	0.000	0.980
PLUMBER		BLD		41.200	43.200	1.5	1.5	2.0	9.750	17.59	0.000	1.710
ROOFER		BLD		39.200	42.200	1.5	1.5	2.0	8.280	9.690	0.000	0.430
SHEETMETAL WORKER		BLD		43.250	45.250	1.5	1.5	2.0	10.65	12.90	0.000	0.820
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.75	8.850	0.000	0.450

STEEL ERECTOR	E	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STEEL ERECTOR	W	ALL	45.060	48.660	2.0	2.0	2.0	9.390	17.69	0.000	0.400
STONE MASON		BLD	41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
SURVEY WORKER		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD	36.040	0.000	1.5	1.5	2.0	10.20	9.900	0.000	0.540
TERRAZZO MASON		BLD	39.880	42.880	1.5	1.5	2.0	10.20	11.25	0.000	0.700
TILE MASON		BLD	41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
TRAFFIC SAFETY WRKR		HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER		ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER		BLD	40.950	41.950	1.5	1.5	2.0	9.700	11.93	0.000	0.630

Legend:

RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

—
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARIEN,
DU PAGE COUNTY, ILLINOIS, ASCERTAINING
THE PREVAILING RATE OF WAGES FOR
LABORERS, WORKMEN, AND MECHANICS
EMPLOYED ON PUBLIC WORKS OF SAID CITY**

—
**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN**

THIS 5th DAY OF MAY, 2014

**Published in pamphlet form by authority
of the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this _____ day of
May, 2014.**

**AN ORDINANCE OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,
ASCERTAINING THE PREVAILING RATE OF WAGES FOR
LABORERS, WORKMEN, AND MECHANICS
EMPLOYED ON PUBLIC WORKS OF SAID CITY**

WHEREAS, The State of Illinois has enacted “An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City, or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formally Ill. Rev. Stat., Ch. 48, par. 39s-1 et seq.; and,

WHEREAS, the aforesaid Act requires that the City Council of the City of Darien investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said City of Darien employed in performing construction of public works, for said City of Darien;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: To the extent and as required by “An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City, or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the City of Darien is hereby ascertained to be the same as the prevailing rate of wages for construction work in DuPage County area as determined by the Department of Labor of the State of Illinois effective May 2014, [a copy of that determination being attached hereto](#) and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department’s May determination and apply to any and all public works construction undertaken by the City of Darien. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the City of Darien to the extent required by the aforesaid Act.

SECTION 3: The City Clerk shall publicly post or keep available for inspection by any

interested party in the main office of the City this determination of prevailing rate of wages then in effect shall be attached to all contract specification.

SECTION 4: The City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The City Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The City Clerk shall cause to be published, in a newspaper of general circulation within the area, a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment,

and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One

Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

AGENDA MEMO

City Council

May 5, 2014

Issue Statement

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering for professional services related to a Controlled Wetland Management Burn at the Dale Road Basin in an amount not to exceed \$6,000.

RESOLUTION

BACKUP

Background/History

Attached, please find an engineering agreement with Christopher B. Burke Engineering for a controlled burn consisting of 3.8 acres and commonly referred to as the Dale Basin. The basin fronts 67th Street, Dale Road, 68th Street and borders the rear of homes on High Road. The detention basin was constructed in 2004-05, by the County of DuPage and turned over to the City for all future maintenance. The basin plantings consist of cattails that are approximately 5-6 foot tall and there has been no maintenance performed on the basin since construction.

As part of wetland management, fire has been treated as a management tool for wetlands with its major use for the eradication of undesirable vegetation and decaying plants. Introducing occasional fire during the late fall or early spring to a wetland that is artificially or naturally dry can greatly improve the structure and diversity of the vegetative community, thus improving the wetland for wildlife, such as pollinating insects and migratory song birds. Wildlife such as coyotes and geese do not migrate to these types of wetlands..

The scope of work to be performed by Christopher B. Burke Engineering includes permitting, notification and a controlled burn. CBBEL has successfully performed other wetland burns within the City with very effective results and efficiency.

The FY14-15 budget includes a line item amount of not to exceed \$6,000.00. The work is based on an hourly rate including customary reimbursables.

Funding for the Professional Services would be expended from the following line item of the FY 14-15 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 14-15 BUDGET	PROPOSED EXPENDITURE
01-30-4325	Contractual Services-Dale Basin Wetland Management Burn	\$ 6,000.00	\$ 6,000.00

Committee Recommendation

The Municipal Services Committee recommends approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering for professional services related to a Controlled Wetland Management Burn at the Dale Road Basin in an amount not to exceed \$6,000.

Alternate Consideration

Not approving the resolution.

Decision Mode

This item will be placed on the May 5, 2014 City Council agenda for formal consideration.



04.03.2014 11:38

North

WARNING
PET OWNERS
OWNERS SHALL KEEP
THEIR PETS UNDER
CONTROL AT ALL
TIMES. YOU SHALL BE
RESPONSIBLE FOR
REMOVING ANY WASTE
LEFT BY YOUR PET.

MOTORIZED
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PROHIBITED

04.03.2014 11:40

RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PROFESSIONAL SERVICES RELATED TO A CONTROLLED WETLAND MANAGEMENT BURN AT THE DALE ROAD BASIN IN AN AMOUNT NOT TO EXCEED \$6,000.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for professional services related to a controlled wetland management burn at the Dale Road Basin in an amount not to exceed \$6,000.00, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

April 4, 2014

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Attention: Dan Gombac, Community Development Director

Subject: Professional Services Proposal to Complete a Controlled Burn at the Dale Road Basin, DuPage County, Illinois

Dear Mr. Gombac,

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal to complete a controlled burn of natural vegetation at the Dale Road basin. Please find our Understanding of the Assignment, Scope of Services and Fee Estimate below.

UNDERSTANDING OF THE ASSIGNMENT

We understand that the City of Darien would like CBBEL to complete a controlled burn of the 3.8 acre Dale Road Wetland Basin on Dale Road between 67th and 68th Streets in Darien, DuPage County.

SCOPE OF SERVICES

Task 1 – Permitting, Notification and Controlled Burn: A controlled burn will be completed by 3 qualified CBBEL staff within the identified burn unit (see attached exhibit). This fee estimate assumes 1 day of prescribed burning. All billing is on a time and materials basis.

CBBEL staff will complete the prescribed burn during Fall 2014 or Spring 2015, weather permitting. CBBEL will create the neighbor notification flyer for the City of Darien, obtain the Illinois EPA open burn permit and notify the local fire department. Our understanding is that CBBEL will distribute all neighbor notifications to affected residents and businesses located within 500 feet (including north of 67th Street in the Village of Willowbrook) of the area to be burned and this task will be billed as a direct cost for the mailing service and postage. This task does not include incidental costs incurred from

the local fire district or others. A short report with photos will be sent to the City of Darien following the completed burn.

Every prescribed burn is unique because conditions vary by site and by day, therefore results will vary. Primary objectives of a controlled burn are to reduce invasive species, increase biological diversity and reduce fuel buildup while meeting the needs of the City of Darien. CBBEL will attempt to burn the targeted vegetation present, but actual burn coverage will be limited by water level, wind speed and direction, humidity, temperature, vegetation moisture content, topography, structures, fences, etc. The available fuels, the structure of the fuels and weather conditions all have an effect on fire behavior.

Our goal will be 70% or greater burn coverage in areas which contain sufficient dry fuel to carry fire and exclude open water. There will be stumps, brush, trees and vegetation that does not completely combust and will still be present. The site will not be completely incinerated. Unburned areas will likely exist after project completion due to the limitations noted above. Prescribed burns are not completed for land clearing.

Please initial: _____.

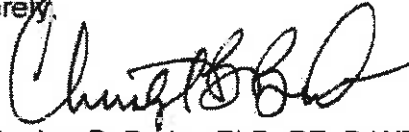
FEE ESTIMATE

<u>Task 1 - Permitting, Notification and Controlled Burn</u>	<u>\$ 6,000</u>
Total	\$ 6,000

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions with the exception that controlled burn staff will be charged at \$150/hour. Direct costs for mileage, blueprints, photocopying, mailing, overnight delivery, messenger services and report binding are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services are not included in the preceding Fee Estimate and will be billed at the attached hourly rates.

If this proposal is acceptable please sign one copy and return it as notice to proceed.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

Encl: Exhibit 1
Schedule of Charges
General Terms & Conditions
Conditions for Burning

THIS PROPOSAL, GENERAL TERMS AND CONDITIONS, SCHEDULE OF CHARGES, AND CONDITIONS FOR BURNING ACCEPTED FOR THE CITY OF DARIEN:

BY: _____

TITLE: _____

DATE: _____

500' Notification Area

Proposed Burn Location



Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
847-823-0500

CLIENT:
City of Darien

01/08/14

Dale Road Basin
Controlled Burn Location

Exhibit 1

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2014

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	248
Engineer VI	217
Engineer V	179
Engineer IV	143
Engineer III	129
Engineer I/II	102
Survey V	200
Survey IV	169
Survey III	144
Survey II	104
Survey I	81
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	169
Engineering Technician IV	137
Engineering Technician III	123
Engineering Technician I/II	100
CAD Manager	149
Assistant CAD Manager	130
CAD II	129
CAD I	101
GIS Specialist III	124
GIS Specialist I/II	69
Landscape Architect	143
Environmental Resource Specialist V	183
Environmental Resource Specialist IV	141
Environmental Resource Specialist III	118
Environmental Resource Specialist I/II	97
Environmental Resource Technician	93
Administrative	92
Engineering Intern	55
Survey Intern	53
Information Technician III	109
Information Technician I/II	100

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2014.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

CONDITIONS FOR PRESCRIBED BURNING

Prescribed or controlled burning is "the careful ignition of ecosystem restorations, mitigations and natural areas under exacting weather conditions to achieve specific resource management objectives". Controlled burning is a permitted and potentially hazardous activity, to be undertaken at the peril of those so choosing. Christopher B. Burke Engineering, Ltd. shall be referred to in this document as CBBEL.

Structures, Trees and Shrubs

All reasonable precautions will be taken to protect structures within the burn area such as non-native and evergreen trees and shrubs, lighting, fencing, sheds, etc., and protective measures will be noted in the pre-burn plan. CBBEL is not responsible or liable for any damage to these structures as their inclusion in burn management areas are inherently incompatible with the process, requiring the deployment of reasonable protective measures.

Letters of Intent

CBBEL shall be responsible for mailing letters of intent to burn to all residents/businesses, etc. within 1000 feet of the burn site. These letters will be sent at least four weeks before the scheduled burn. CBBEL will notify any respondents of the notification letter on the day of the burn.

Burn Delays

If weather conditions are abnormal during the burn season and/or if there are restrictive conditions or situations under which a burn may be conducted, few or no opportunities to burn may result. In this case the client will only be invoiced for work performed in planning and preparing to conduct the burn.

Additional Costs

The client will also be responsible for any additional direct incurred costs on the project. These may include charges from local fire, police or utility companies and neighbor notification mailings.

Health and Safety

CBBEL is concerned about the health and safety of its employees and others in the burn area. If the landowner/client knows of any toxic substances, hazardous materials, or any other hazardous site conditions within the burn area CBBEL must be notified in advance of the burn. CBBEL reserves the right to cancel or reschedule the burn upon discovery of any of those elements. The client and/or landowner will only be invoiced for charges incurred thus far. The client and/or landowner shall be liable if any health problems occur due to hazardous or toxic substances present on site that CBBEL is not aware of.

I have read and understood the above and agree to terms and conditions stated:

Client Signature _____ Date _____

AGENDA MEMO

City Council

May 5, 2014

Issue Statement

Approval of a Resolution authorizing the Mayor to execute a three year Intergovernmental Agreement with the County of DuPage for mowing along County roads and rights of way.

RESOLUTION

Background/History

The Intergovernmental Agreement with the County of DuPage authorizes the City of Darien to perform the mowing of certain DuPage County rights of way and along certain DuPage County roads. The City of Darien is compensated by DuPage County for performing this mowing along specified DuPage County maintenance jurisdictions. The contract reimbursable amount is \$28,742.00. The Agreement provides for seven (7) cycles of mowing in the DuPage County maintenance jurisdictions. The proposed agreement is a three year agreement expiring November 15, 2016. Please note the previous agreement was also a three year agreement. The Village of Willowbrook is entering into an agreement with the County to maintain the turf area within their corporate limits on 75th Street between Sheridan Drive and Route 83 and will relieve the City from further maintenance on the abovementioned section. The County has also revisited the existing areas the City maintains and recalculated the acreage. The total acreage has been reduced from 93 acres to 41.06 acres. The staff has reviewed the measurements and is in agreement. The City of Darien furnishes all equipment, materials, labor and transportation necessary to perform the required mowing. The FY 2014-15 Budget included a revenue of \$65,000 as a reimbursement from the County. The revenue line item will be adjusted as noted. The locations where the mowing is required are as follows and is included within the attached Intergovernmental Agreement:

<u>Route Number</u>	<u>Highway Name</u>	<u>Locations</u>
15	Cass Avenue	67 th Street to North Frontage Road
31	Plainfield Road	Lakeview Drive/Sawmill Drive to Illinois Route 83
33	75 th Street	Median and R.O.W. Lemont Road to 1 lot west of Sheridan Dr

Committee Recommendation

The Municipal Services Committee recommends signing the Intergovernmental Agreement with DuPage County.

Alternate Consideration

Not approving the Resolution.

Decision Mode

This item will be placed on the May 5, 2014 City Council agenda for formal consideration.

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN
AND THE COUNTY OF DUPAGE
FOR MOWING ALONG COUNTY ROAD AND RIGHT OF WAYS**

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the County of DuPage concerning said mowing along County roads and right of ways, a copy of which is attached hereto as “[Exhibit A](#)”, and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement for mowing of grass, weeds and other vegetation growing along the roads and right of ways, subject to the County of DuPage Intergovernmental Agreement paying for the equivalent of seven (7) mowings.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS**, this 5th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,

ILLINOIS, this 5th day of May, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT
 BETWEEN THE COUNTY OF DU PAGE AND
 THE CITY OF DARIEN
 FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the City of Darien (hereinafter referred to as the "CITY"), a municipal corporation. The COUNTY and the CITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the CITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the CITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the CITY as follows (hereinafter referred to as "COUNTY MOWING"):

COUNTY MOWING

CoHwy	HwyName	From	To	Side of Street	AREA (ac)
33	75th Street	Lemont Road	1 Lot West of Sheridan Dr.	South	11.25
33	75th Street	Lemont Road	1 Lot West of Sheridan Dr.	North	12.70
33	75th Street	Lemont Road	1 Lot West of Sheridan Dr.	Median	6.31
	75th Street Total				30.27
15	Cass Avenue	67th Street	N Frontage Rd.	East	2.20
15	Cass Avenue	67th Street	N Frontage Rd.	West	2.14
	Cass Avenue Total				4.34
31	Plainfield Road	Sawmill Dr.	IL 83	South	3.05
31	Plainfield Road	Sawmill Dr.	IL 83	North	3.4
	Plainfield Road Total				6.45
	Grand Total				41.06

; and

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the City of Darien for the CITY to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

GENERAL CONDITIONS

1. The CITY shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.
2. The CITY shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to two (2) intermediate mowing(s) as necessary per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. At the sole option of the COUNTY, the CITY shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the CITY of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.
4. The safety of persons and property of the CITY, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the CITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The CITY agrees, covenants, and understands that the CITY bears sole liability for any injury or damage caused by the CITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the CITY except where any injury or damage is caused by the COUNTY.
6. The CITY shall, at all times, fully indemnify, hold harmless and defend the COUNTY, County Officers, agents, employees and board members from any and all claims and demands, actions and causes of action of any character whatsoever, made by any person or party on account of negligent or malicious acts of the CITY, their contractors or persons otherwise associated with the CITY growing out of the performance of the terms and conditions of this Agreement.
7. At all times during the period of this Agreement, the CITY and, if applicable, their contractor shall maintain the following

insurance coverage(s), or be self-insured to cover the following:

- (a) **Worker's Compensation Insurance** in the statutory amounts.
- (b) **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
- (c) **Commercial (Comprehensive) General Liability Insurance** with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million (\$2,000,000) dollars per occurrence and one million (\$1,000,000) dollars excess liability in the annual aggregate injury/property damage.
- (d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
- (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The CITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the CITY to the COUNTY immediately upon request. Additionally, the CITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
- (f) It shall be the duty of the CITY to provide to the COUNTY, copies of the CITY's Certificates of Insurance, as well as all applicable coverage(s) and endorsements, before the work that is a part of this Agreement can proceed.
- (g) The insurance required to be purchased and maintained by the CITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater;

and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- (h) It is the duty of the CITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the CITY shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the CITY that the CITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the CITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the CITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

- (i) The CITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the CITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional

insured is to be on a primary and non-contributory basis."

- (j) If the CITY will be using their own forces for the work covered in this Agreement, the CITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the CITY will be hiring a contractor for the work covered in this Agreement, the CITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.
8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.
9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE CITY:

Bryon Vana
City Administrator
City of Darien
1702 Plainfield Road
Darien, Illinois 60561

FOR THE COUNTY:

Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 15, 2016, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as noted in table hereinabove) and shall be mowed back to back of curb.
2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.
4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the CITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.
7. Damage caused by the CITY to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.
8. The CITY shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic

Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.

9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.
10. No equipment or material shall be stored on the pavement or shoulders at any time.
11. The starting date for each year's mowing cycle shall be no later than the following:
 - First Mowing - May 1
 - Second Mowing - June 1
 - Third Mowing - July 1
 - Fourth Mowing - August 1
 - Fifth Mowing - September 15Two (2) intermediate mowings are to be completed as weather and grass conditions warrant.
12. The COUNTY shall pay the CITY \$4,106.00 within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 41.06 acres.
13. **The CITY shall endeavor to submit a final invoice for all mowing no later than November 15th of each year for the term of this Agreement.**
14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of One Hundred Dollars per acre (\$100.00 per acre). The DuPage County Division of Transportation will notify the CITY in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2014 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Gary A. King, County Clerk

CITY OF DARIEN

Signed this _____ day of _____, 2014, at Darien, Illinois.

Kathleen Moesle-Weaver, Mayor

ATTEST:

JoAnne E. Ragona, City Clerk

AGENDA MEMO

City Council

May 5, 2014

ISSUE STATEMENT

A resolution authorizing the City to add quantities to the proposed current contract for Suburban Concrete Inc for the removal and replacement of concrete aprons as required for various capital and storm water projects for a period of May 1, 2014 through April 30, 2015 at the contract unit pricing.

RESOLUTION

BACKGROUND

During the year the department removes and replaces various storm sewers and culvert pipes across driveway aprons and roadways for various capital and storm water projects. Restoration for the driveway aprons and/or curb and gutter includes establishing uniform cuts, concrete removal and replacement.

Attached, please find the prices received at the bid opening held on January 8, 2014, labeled as [Attachment A](#). Staff received four (4) bids with the lowest bidder being Suburban Concrete Inc. Suburban Concrete completed the 2009, 2010, 2011, 2012 and 2013 Concrete Program with quality results.

The expenditure would come from the Capital account storm water Ditch projects 25-35-4376. The total estimated costs for the concrete flat work replacement is approximately \$65,000.00.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Suburban Concrete Inc.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the May 5, 2014 City Council agenda for formal approval.

RESOLUTION NO. _____

**A RESOLUTION TO ADD QUANTITIES TO THE CURRENT CONTRACT FROM
SUBURBAN CONCRETE INC FOR APRON
RESTORATIONS FOR THE 2014 DITCH MAINTENANCE IMPROVEMENT PROJECT IN
AN AMOUNT NOT TO EXCEED \$65,000.00**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, as follows:

SECTION 1: The City Council of the City of Darien hereby adds quantities to the current contract from Suburban Concrete Inc in an amount not to exceed \$65,000.00 for the 2014 Ditch Maintenance Projects, relating to sawcutting, removal, purchase and replacement of concrete aprons.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 5th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 5th day of May, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

SEALED BID: 2014 Concrete Program

OPENING DATE/TIME: January 8, 2014 @ 10:30 a.m.

		Quantity - Maximum Proposed	Mondi Construction		Suburban Concrete	
			bid bond		bid bond	
ITEM	DESCRIPTION		Unit	Cost	Unit	Cost
1	Sidewalk	20,000	\$ 4.30	\$ 86,000.00	\$ 3.93	\$ 78,600.00
2	ADA	250	\$ 27.50	\$ 6,875.00	\$ 6.00	\$ 1,500.00
3	Driveway Apron	10,500	\$ 4.21	\$ 44,205.00	\$ 3.93	\$ 41,265.00
3A	Apron w/fiber mesh	15,500	\$ 4.10	\$ 63,550.00	\$ 4.23	\$ 65,565.00
4	Curb & Gutter w/grout	27,500	\$ 13.74	\$ 377,850.00	\$ 12.70	\$ 349,250.00
5	Driveway concrete w/wire mesh or fiber mesh concrete mix	TBD	\$ 10.00	\$ 10.00	\$ 5.90	\$ 5.90
6	Concrete sealer-apron	TBD	\$ 10.00	\$ 10.00	\$ 0.95	\$ 0.95
7	Concrete sealer-driveway	TBD	\$ 10.00	\$ 10.00	\$ 0.95	\$ 0.95
8	High Early Cement 7-Bag Mix	TBD	\$ 10.00	\$ 10.00	\$ 6.00	\$ 6.00
	TOTALS			\$ 578,520.00		\$ 536,193.80

		Quantity - Maximum Proposed	Schroeder & Schroeder		Davis Concrete Construction	
			bid bond		bid bond	
ITEM	DESCRIPTION		Unit	Cost	Unit	Cost
1	Sidewalk	20,000	\$ 4.50	\$ 90,000.00	\$ 4.85	\$ 97,000.00
2	ADA	250	\$ 35.00	\$ 8,750.00	\$ 15.00	\$ 3,750.00
3	Driveway Apron	10,500	\$ 5.00	\$ 52,500.00	\$ 5.75	\$ 60,375.00
3A	Apron w/fiber mesh	15,500	\$ 5.25	\$ 81,375.00	\$ 6.00	\$ 93,000.00
4	Curb & Gutter w/grout	27,500	\$ 17.00	\$ 467,500.00	\$ 22.50	\$ 618,750.00
5	fiber mesh concrete mix	TBD	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00
6	Concrete sealer-apron	TBD	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
7	Concrete sealer-driveway	TBD	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
8	High Early Cement 7-Bag Mix	TBD	\$ 0.25	\$ 0.25	\$ 12.00	\$ 12.00
	TOTALS			\$ 700,132.25		\$ 872,894.00

AGENDA MEMO

City Council

May 5, 2014

ISSUE STATEMENT

A resolution authorizing the purchase of one new 2014 International 7400 SFA 4x2, cab and chassis from Rush Truck Center in the amount of \$73,642.00.

RESOLUTION

BACKGROUND/HISTORY

The new truck is to be utilized primarily for material hauling, snow plowing, and de-icing operations for the street division. The truck would be replacing Unit 103, which is a 2000 GMC, Model TC7H042. The truck has 60,308 miles and the truck and body is rusted and faded. Unit 103 was budgeted for replacement and the vehicle rating report is attached and labeled as [Attachment 1](#). Please recall the Vehicle Replacement Policy calls out for vehicles to be replaced at a rating of 75 or above.

The proposed cab and chassis is a 2014 International 7400 SFA 4x2 and would be purchased from the State of Illinois Joint Purchasing awarded vendor Rush Truck Center in the amount of \$73,642.00, and as per the attached specs labeled as [Attachment 2](#). The Equipment Package – consisting of a dump body, hoist, body options, lightning accessories, hydraulics, controls, snow and de-icing equipment is scheduled for a May 14, 2014 bid opening and will be covered under a separate agenda memo in May. Staff anticipates the total cost of the cab and chassis and equipment package to be at the budget amount of \$145,300.00. The dealer has notified staff that the cutoff date to order the vehicle is May 6.

The proposed expenditure would be expended from the following line account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 14/15 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4815	CAPITAL PURCHASES TRUCK REPL UNIT 103-CAB AND CHASSIS	\$145,300.00	\$ 73,642.00	\$ 71,658.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the resolution authorizing the purchase of one new 2014 International 7400 SFA 4x2, cab and chassis from Rush Truck Center in the amount of \$73,642.00.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the May 5, 2014 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2014 INTERNATIONAL 7400 SFA 4X2 CAB AND CHASSIS FROM RUSH TRUCK CENTER IN THE AMOUNT OF \$73,642.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien does hereby authorize the purchase of one (1) new 2014 International 7400 SFA 4x2 Cab and Chassis from Rush Truck Center in the amount of \$73,642.00, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	103	DEPARTMENT	Streets	DATE	
MODEL YEAR	Gmc 2000	MODEL	TC7H042	4-1-14	
CURRENT MILEAGE	60,308	CURRENT HOURS			
			MAXIMUM POINTS	VEHICLE SCORE	
AGE					
	Department	Streets			
	Life Expectancy	12 years			
	Age as of Report Date	14			
	AGE: Meets Requirements	Yes	20	20	
USAGE					
	MILES	60,308			
	HOURS				
	USAGE GUIDELINE-SEE ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY				
	USAGE: Meets Requirements		20	12.06	
TYPE OF SERVICE					
	1-LIGHT DUTY				
	10-CRITICAL DUTY				
	SERVICE: Meets Requirements	Yes	15	15	
RELIABILITY					
	RELIABILITY: Frequency or Visits for Service				
	RELIABILITY: Meets Requirements		15	10	

Vehicle Replacement Policy
City of Darien

UNIT NO	103	DEPARTMENT	Streets	DATE	
MODEL YEAR	GMC 2000	MODEL	TC 7H 042	4-1-14	
CURRENT MILEAGE	60,308	CURRENT HOURS			
MAINTENANCE AND REPAIR COSTS					
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class				
	ORIGINAL PURCHASE PRICE	95,000.00			
	LIFE TO DATE REPAIR COST	11,241.83			
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	11.83%			
PERCENTAGES OF REPAIR POINTS	POINTS				
1 THROUGH 20	2				
21 THROUGH 40	4				
41 THROUGH 60	6				
61 THROUGH 80	8				
81 THROUGH 100	10				
	REPAIRS: Meets Requirements		10	2	
CONDITION:					
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS).				
	CONDITION: Meets Requirements		15	15	
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS		5	5	
TOTAL POINTS			100	79.06	



New Truck Proposal
Single Axle Dump Truck Specifications
State of Illinois Solicitation # 225684 ~ Contract # PSD4016932

Kris Throm / Tom Masek	DATE: <u>04/09/14</u>
CONTACT NAME	
<u>City of Darien</u>	Contact: Kevin Burdell
BUYER INFORMATION	Municipal Fleet Sales
<u>1702 Plainfield Road</u>	401 South Dirksen Pkwy Springfield, IL 62703
ADDRESS	Ofc: 217-718-2312 Fax: 217-718-2349
<u>Darien, IL 60561</u>	Email: BurdellK@rushenterprises.com
CITY/ STATE/ ZIP	
<u>630-852-5000 phone</u>	Please Circle Cab Color:
PHONE/ FAX/ EMAIL	Red-2303 / IDOT Orange / Omaha Orange
	School Bus Yellow / Blue / Blue Met-6E12
FEIN # / TAX EXEMPT # / COUNTY	Green-5047 / White / Black

2014 INTERNATIONAL 7400 SFA 4X2 / 160" WHEELBASE/ 85" CAB TO AXLE
120,000 PSI/ 2,654,000 RBM single frame rail w/ 20" front frame extension
MAXXFORCE DT466 270HP/ 860# TORQUE w/ GRID HEATER
3000RDS Allison Six (6) speed trans. w/ T-Handle & External Trans. Cooler
Extended Life Oil Pan/ Transmission TCM mounted inside cab
Transmission temp. gauge/ Hour meter/ Plow light Switch
Warning Lights & Alarm for Low Coolant, Low Oil PSI, Engine Temp.
"Winter/Summer" Air Cleaner w/ In-Dash Filter Minder
Horton Two-Speed Fan Drive/ Front Engine PTO/ Block Heater
14,000# Front axle & suspension w/ 2000# aux. overloads & HD shocks
19,000# Rear axle w/ 23,500# susp. & 4500# rubber aux/ SPL type drivelines
Air Brakes w/ 13.2 compressor/ Bendix air dryer/ DV2 Heated drain valve
Automatic slack adjusters/ Oil bath wheel seals/ Stationary front grille
Trailer brake package w/ 7-way ABS trailer plug/ Bodybuilder wires @ BOC
Tilt & Telescoping steering column/ Leece-Neville alternator/ Delco starter
100 gallon aluminum fuel tank (driver side) w/ fuel water seperator
Three (3) Batteries @ 1950 CCA w/ battery box mounted right side BOC
Horizontal muffler mounted under cab w/ vert. exhaust pipe & 36" turn out
Air horn/ Jump start stud/ L.E.D. cab marker lights/ Air ride cab
AM/FM/Weatherband radio/ Air conditioning/ Cigar lighter
Black heated mirrors w/ Black fender mounted convex mirrors
Air ride driver seat w/ arm rest/ Fixed passenger seat/ Daytime lights
12R22.5 Continental HSC-1 (16PLY) STEER TIRES w/ Grey Powder coat wheels
11R22.5 Continental HDR-2 (14PLY) DRIVE TIRES w/ Grey Powder Coat Wheels

Sales price \$66,114.00
Options \$6,973.00
Body price \$0.00
Freight \$450.00
Sub-total \$73,537.00
Trade _____
License/ Title \$105.00
Total \$73,642.00

*see attached for options

PLEASE CIRCLE DESIRED GEAR RATIO:

6.14 (73 mph) / 6.43 (69 mph) / 6.83 (65 mph) / 7.17 (62 mph)

Please include copy of tax exempt form w/ your order.
All prices are F.O.B. 401 S. Dirksen Pkwy. Springfield, Illinois
Payment in full is due at time of delivery.

Kevin Burdell- Municipal Fleet Sales Representative

Signature of Buyer

Purchase Order Number (if applicable)

City of Darien
7400 4x2 Options

Tow Hooks (2) front	\$	53
16K Front Axle/Springs (parabolic)	\$	1,029
Aux. Glad Hand Connector (on air tank)	\$	119
Omit Trailer Air Brake Package	\$	(257)
Electric Trailer Brakes	\$	178
Manual Drain Valve	\$	(58)
Bendix Tu-Flo 750	\$	256
Exhaust Switch	\$	28
Aux. Toggle Switch	\$	34
Chrome Air Horn w/ snow shields	\$	271
2-way radio accomodation package	\$	51
Battery Box Location (08WEL) 26" BOC left side	\$	112
Battery Box Cover - stainless steel	\$	263
Omit Jump Start Stud	\$	(41)
Long Life Headlamps	\$	19
Engine Shutdown	\$	112
Courtesy Lights	\$	41
Fender Extensions	\$	76
Omit Front PTO Adaptor Plate	\$	(171)
Single Air Cleaner w/ snow valve	\$	(41)
Push Button Trans Shifter	\$	(178)
Trans Dipstick - move to right side (for trans-mounted PTO)	\$	23
23K Rear Axle with Driver Controlled Locking Diff	\$	1,028
31K Rear Suspension w/ 4500# Auxillary	\$	102
Rear Shocks	\$	71
Synthetic Rear Lube	\$	84
70 gallon fuel tank	\$	(92)
Bright Fuel tank straps	\$	197
Heater Shutoff Valves	\$	51
Bright Finish Mirrors w/ Clearance LED's	\$	226
Omit Fender Mirrors	\$	(66)
Right Side Look-down Mirror	\$	39
Cab insulation Package	\$	61
Power Windows/Locks	\$	267
Exterior Sunshade - painted cab color	\$	148
White Powder-Coated Wheels	\$	-
Heated Windshield	\$	458
Cowl Tray Cover	\$	145
6 pack in-dash upfitter switches	\$	386
Bright Finish Exhaust Shield	\$	99
PocketMaxx Diagnostic tool with cable	\$	1,850
TOTAL OPTIONS:	\$	6,973

Signature of Buyer

AGENDA MEMO

City Council

May 5, 2014

ISSUE STATEMENT

Adoption of a resolution temporarily waiving certain building permit fees.

RESOLUTION

BACKGROUND/HISTORY

This year's 2014/15 Budget contemplated a temporary waiver of certain building permit fees. The goal is to encourage home improvements and provide a financial incentive to those residents that are planning home projects. A same program was initiated in 2011 & 2013. The proposal would waive the building permit fee for residents and business property owners. Direct *out of pocket* expenses that are associated with the permit, such as Plan Review fees, would not be waived.

The FY 2014-15 Budget was adjusted to \$35,000 to accommodate the proposed revenue reduction. This assumes the program would be in effect from May 1, 2014 through April 30, 2015. Attached and labeled as **Exhibit A** is the proposed fee schedule for building permit related items which includes the recommended permit fees to be waived or not waived.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the proposed permit fee waiver.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the May 5, 2014 for formal consideration by the City Council.

A RESOLUTION TEMPORARILY WAIVING BUILDING PERMIT FEES TO ENCOURAGE HOME IMPROVEMENT, MAINTENANCE AND UPGRADE DURING THE 2014 CONSTRUCTION SEASON

WHEREAS, the City of Darien is a home rule unit of local government pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City of Darien Building Code assesses various permit fees; and

WHEREAS, in order to encourage home improvements on a short-term basis and assess the overall effectiveness of this program on a long-term basis, the City Council has determined it is in the best interests of the City to temporarily waive building permit fees for the current year; and

WHEREAS, with the home improvement season upon us, the City Council determines it is appropriate to now formalize and implement this policy direction;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: “Building Permit Fees Waived” Declared. The City Council hereby declares temporarily waiving building permit fees in order to encourage the improvements, maintenance and upgrade of dwellings within the City. Effective immediately, no permit fees will be charged or assessed by the City for any of the categories of work for which a building permit is required as defined per [“Exhibit A”](#):

SECTION 2: Other Permitting Requirements in Effect. This temporary waiving of permit fees applies only to certain building permit fees. Building permits are still required for all work as designated by the City Code. Any person who fails to obtain a permit or permits work in violation of the building permit is subject to all fines and penalties as set forth in the City Code.

SECTION 3: Effective Date; Sunset; Re-Evaluation. This Building Permit Fee Waiver shall go into effect immediately and remain in effect to and including April 30, 2015. Thereafter, all fees as specified in the City Code shall resume in full force and effect.

SECTION 4: Monitoring. The City Administrator is hereby directed to monitor the cost and

effectiveness of the Waiver of Building Permit Fees and report back to the City Council from time to time.

SECTION 5: This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that, to the extent the terms of this Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

SECTION 6: This Resolution shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MUNICIPAL SERVICES DEPARTMENT PERMIT FEE WAIVER SCHEDULE 5/01/14 – 04/30/15

Permit Type	Permit Fee in Code	Outside Vendor Inspection Fees	Plan Review/ Bond Fee	Total Current Permit Fee	Permit Fee Holiday	Total Revised Permit Fee
Air Conditioner Replacement	\$50.00	\$35.00		\$50.00	(\$15.00)	\$35.00
Deck	\$50.00	\$0	\$115.00	\$165.00	(\$50.00)	\$115.00
Demolition	\$100.00	\$0		\$100.00	(\$100.00)	\$0
Driveways	\$75.00	\$0	\$175 refundable bond	\$250.00	(\$75.00)	\$0
Fence	\$25.00	\$0		\$25.00	(\$25.00)	\$0
Landscaping/Grading	\$50.00	\$0		\$50.00	(\$50.00)	\$0
Lawn sprinkler system	\$50.00	\$35.00		\$85.00	(\$50.00)	\$35.00
Patio – Cement or Paver brick	\$50.00	\$0		\$50.00	(\$50.00)	\$0
Roof	\$50.00	\$0		\$50.00	(\$50.00)	\$0
Private sidewalk/service walk	\$50.00	\$0		\$50.00	(\$50.00)	\$0
Shed	\$50.00	\$0		\$50.00	(\$50.00)	\$0
Parking Lots	\$100.00	\$0		\$100.00	(\$100.00)	\$0
Pool (above ground)	\$50.00	\$35.00	\$0	\$75.00	(\$40.00)	\$35.00

PERMITS NOT UNDER CONSIDERATION FOR PERMIT FEE HOLIDAY

	Permit Fee in Code	Outside Vendor Inspection Fee	Plan Review Fee	Total Fee
Water Tap On	\$1725.00	\$0	\$0	\$1725.00
Detached Garage	\$100.00	\$200.00	\$115.00	\$315.00*
Basement remodel (10,000) (avg)	\$150.00	\$270.00 (min)	\$115.00	\$385.00*
Sign Permits (avg)	\$260.00	(In permit fee)	\$65.00	\$325.00
Single Family Residence New (200,000) (avg)	\$2000.00	(In permit fee)	\$315.00	\$2315.00
Residential Additions (20,000) (avg)	\$200.00	\$270.00 (min)	\$215.00	\$485.00
Commercial, Office, Industrial Altration/Buildout (220,000.00) (avg)	\$2700.00	(In permit fee)	\$650.00 (avg)	\$3350.00

*When inspection fees paid to outside vendors exceeds the permit fees allowed under the code the greater fee is charged.

Inspection fees paid to outside vendors:	Electric \$35.00 ea	Plumbing \$35.00 ea	All other residential \$50.00ea	All other commercial \$100.00 ea
--	------------------------	------------------------	------------------------------------	-------------------------------------

AGENDA MEMO

City Council

May 5, 2014

Issue Statement

Approval of a Resolution authorizing the Mayor to execute a three year Intergovernmental Agreement with the County of DuPage for mowing along County roads and rights of way.

RESOLUTION

Background/History

The Intergovernmental Agreement with the County of DuPage authorizes the City of Darien to perform the mowing of certain DuPage County rights of way and along certain DuPage County roads. The City of Darien is compensated by DuPage County for performing this mowing along specified DuPage County maintenance jurisdictions. The contract reimbursable amount is \$28,742.00. The Agreement provides for seven (7) cycles of mowing in the DuPage County maintenance jurisdictions. The proposed agreement is a three year agreement expiring November 15, 2016. Please note the previous agreement was also a three year agreement. The Village of Willowbrook is entering into an agreement with the County to maintain the turf area within their corporate limits on 75th Street between Sheridan Drive and Route 83 and will relieve the City from further maintenance on the abovementioned section. The County has also revisited the existing areas the City maintains and recalculated the acreage. The total acreage has been reduced from 93 acres to 41.06 acres. The staff has reviewed the measurements and is in agreement. The City of Darien furnishes all equipment, materials, labor and transportation necessary to perform the required mowing. The FY 2014-15 Budget included a revenue of \$65,000 as a reimbursement from the County. The revenue line item will be adjusted as noted. The locations where the mowing is required are as follows and is included within the attached Intergovernmental Agreement:

<u>Route Number</u>	<u>Highway Name</u>	<u>Locations</u>
15	Cass Avenue	67 th Street to North Frontage Road
31	Plainfield Road	Lakeview Drive/Sawmill Drive to Illinois Route 83
33	75 th Street	Median and R.O.W. Lemont Road to 1 lot west of Sheridan Dr

Committee Recommendation

The Municipal Services Committee recommends signing the Intergovernmental Agreement with DuPage County.

Alternate Consideration

Not approving the Resolution.

Decision Mode

This item will be placed on the May 5, 2014 City Council agenda for formal consideration.

AGENDA MEMO

City Council

May 5, 2014

Issue Statement

Consideration for the authorization to execute an Illinois Department of Transportation Resolution, (IDOT BLR 14230) authorizing the expenditure of Motor Fuel Tax (MFT) funds for the FY 2014/15 General Maintenance items in the amount of \$593,817.50 for a period from May 1, 2014 through April 30, 2015.

RESOLUTION

Background/History

The City of Darien utilizes Motor Fuel Tax Funds (MFT) for expenditures related to various street maintenance functions. The funding provides for expenditures for such items as salaries, the purchase of rock salt, cold and hot bituminous surface mixes, storm sewer related items, various aggregate materials and road striping. Because MFT funds are utilized, the City Council is required to adopt a resolution authorizing the expenditure of the proposed funding related to the general maintenance items. Attached as, [Attachment A](#) is the Bureau of Local Road Forms Municipal Estimate of Maintenance Costs and Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR 14231 and BLR09150).

Committee Recommendation

The Municipal Services Committee recommends approval of this Resolution.

Alternate Consideration

Not approving the Resolution.

DECISION MODE

This item will be placed on the May 5, 2014 City Council agenda for formal consideration.



**Illinois Department
of Transportation**

**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the City Council of the
(Council or President and Board of Trustees)
City Darien of Darien, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$593,817.50 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2014
(Date)
to April 30, 2015.
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, JoAnne E. Ragona Clerk in and for the City
(City, Town or Village)
of Darien, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by
the City Council at a meeting on May 5, 2014
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5th day of May, 2014.

(SEAL) _____ City _____ Clerk
(City, Town or Village)

Approved

Regional Engineer
Department of Transportation

Date



For District Use Only	
Transaction Number	_____
Date	_____
Checked by	_____

Municipality City of Darien

County DuPage

Rd. District _____

Section 15-00000-00-RF

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

Purpose	Amount
Contract Construction	_____
Day Labor Construction	_____
Right-of-Way (Itemized On Reverse Side)	_____
Engineering	_____
Maintenance Engineering	_____
Engineering Investigations	_____
Other Category.....	_____
Obligation Retirement	_____
Maintenance.....	_____
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____)	_____
IMRF or Social Security	50,000.00
Interest _____	_____
_____	_____
_____	_____
Total	\$ 50,000.00

Comments _____

Date May, 5 , 2014

Signed by _____

Director of Municipal Services
Title of Official

Approved

Date
Department of Transportation

Regional Engineer

Itemization of Right-of-Way Request

Location of Property			Name of Owner	Acres Right- of-Way	Cost of Land Taken	Cost of Damage to Land Not Taken	Total
Street	Between (Street)	And (Street)					
						Total \$	



For District Use Only	
Transaction Number	_____
Date	_____
Checked by	_____

Municipality City of Darien

County DuPage

Rd. District _____

Section 15-00000-00-RF

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

Purpose	Amount
Contract Construction	_____
Day Labor Construction	_____
Right-of-Way (Itemized On Reverse Side)	_____
Engineering	_____
Maintenance Engineering	_____
Engineering Investigations	_____
Other Category.....	_____
Obligation Retirement	_____
Maintenance.....	_____
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____)	_____
IMRF or Social Security	50,000.00
Interest _____	_____
_____	_____
_____	_____
Total	\$ 50,000.00

Comments _____

Date May, 5 , 2014

Signed by _____

Director of Municipal Services
Title of Official

Approved

Date
Department of Transportation

Regional Engineer

Itemization of Right-of-Way Request

Location of Property			Name of Owner	Acres Right- of-Way	Cost of Land Taken	Cost of Damage to Land Not Taken	Total
Street	Between (Street)	And (Street)					
						Total \$	

AGENDA MEMO

City Council

May 5, 2014

ISSUE STATEMENT

Approval of the following resolutions as they relate to the Municipal Complex Handrail and Concrete Replacement Project located at 1702-1710 Plainfield Road not to exceed a total cost of \$41,294.63:

- A [resolution](#) authorizing the Mayor to execute a contract with Classic Fence, Inc. in an amount not to exceed \$20,810.00 for the purchase and installation of hand rails for the City Hall and the northern entrance of the Police Department

- A [resolution](#) authorizing the Mayor to execute a contract with Martino Concrete, Inc. in an amount not to exceed \$20,484.63 for the removal and replacement of sidewalk, stairs and ADA ramps for the City Hall and the northern entrance of the Police Department

BACKGROUND/HISTORY

The proposed hand rail and concrete replaces a deteriorated hand rail and concrete stairs, ramps and decks at the City Hall and the northern entrance of the Police Department. The railings are severely rusted and are integral with the existing concrete. The concrete supporting the existing railings is also partially deteriorated where the handrails posts were placed into the concrete. The concrete is also cracked and spalled. A sample of the railing material will be made available for the Committee and City Council.

The project requires coordinated efforts between the two vendors to assure that railing posts are set and placed independent of the concrete flatwork and finished elevations of both products meet the code requirements.

Staff had invited 16 vendors to bid the **handrail** work and 12 vendors to bid the **concrete** work and received only one (1) bid for the handrail work and three (3) for the concrete work. Due to only one responsive bid received for the handrail portion, staff reached out to the non-participating vendors inquiring to why they did not bid. Responses were as follows:

- Estimator out sick
- Unable to bid at this time
- Fell through the cracks
- Do not do handrails

Attached and labeled as [Attachment A](#) and [Attachment B](#) are the bid tabulation results of the sealed bid opening conducted on April 15, 2014 for the Handrail Project and Concrete Flatwork respectively.

The proposed expenditure would be expended from the following account:

ACCOUNT	ACCOUNT			PROPOSED	PROPOSED
---------	---------	--	--	----------	----------

NUMBER	DESCRIPTION	BUDGET	VENDOR	COST	BALANCE
25-35-4815	Municipal Complex- Concrete and Hand Rail	\$40,000.00	Classic Fence	\$ 20,810.00	\$ 19,190.00
25-35-4815	Municipal Complex- Concrete and Hand Rail		Martino Concrete	\$ 20,484.63	*\$ (1,294.63)
Total Cost				\$ 41,294.63	*\$ (1,294.63)

**Pending final quantities the project could be \$1,294.63 over budget. Should a shortfall be realized, staff anticipates the difference could be realized from other upcoming Capital Projects.*

Both vendors have provided favorable services for the City in the past.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the resolutions for a total amount not to exceed \$41,294.63.

ALTERNATE DECISION

Not approving the resolution.

DECISION MODE

This item will be placed on the May 5, 2014 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CLASSIC FENCE, INC IN AN AMOUNT NOT TO EXCEED \$20,810.00 FOR THE PURCHASE AND INSTALLATION OF HAND RAILS FOR THE CITY HALL AND THE NORTHERN ENTRANCE OF THE POLICE DEPARTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a contract with Classic Fence, Inc. in an amount not to exceed \$20,810.00 for the purchase and installation of hand rails for the City Hall and the northern entrance of the Police Department, a copy of which is attached hereto as "[Exhibit A](#)".

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN**CONTRACT**

This Contract is made this ____ day of _____, 20__ by and between the City of Darien (hereinafter referred to as the "CITY") and _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Unit Pricing for the:

<p>CITY OF DARIEN 2014 MUNICIPAL COMPLEX EXTERIOR HAND RAIL REPLACEMENT PROJECT</p>
--

(Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the CITY.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue for the period specified. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The CITY, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees,

and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

City of Darien
1702 Plainfield Road
Darien, IL 60561
Attn: Director of Municipal Services

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the CITY to make payments to third parties or make promises or representations to third parties on behalf of the CITY without prior written approval of the City Administrator or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

FOR: THE CITY

By: _____

Print Name: _____

Title: Mayor

Date: _____

FOR: THE CONTRACTOR

By:  _____

Print Name: Ignacio Ruiz

Title: President

Date: 4.

VENDOR INFORMATION

The Contract shall begin on May 1, 2014 and be in effect until April 30, 2015.

TO BE COMPLETED BY VENDOR

COMPANY NAME: Classic Fence, Inc

CONTACT PERSON: Tamera Patschweit

ADDRESS: 1822 Rt 30

CITY, STATE, ZIP CODE: Oswego IL 60543

TELEPHONE NUMBER: Office 630-551-3400 Mobile 630-464-4176

FACSIMILE NUMBER: 630 551-3412

E-MAIL ADDRESS Classicfencemail@yahoo.com

AUTHORIZED SIGNATURE: 

Schedule of Prices for City Hall-Item A:

SUMMARY SCHEDULE

NO	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1.	Section A-Handrail With Typical 36-Inch Foundation-No Coring 34-38 Inch Height From Top Of Surface	25	LINEAL FOOT	25 X Unit Cost	173. ⁰⁰	4,325. ⁰⁰
2.	Section B- Handrail With 8-Inch Diameter Concrete Core 34-38 Inch Height From Top Of Surface	25	LINEAL FOOT	25 X Unit Cost	175. ⁰⁰	4,375. ⁰⁰
3.	Section C- Handrail With 8-Inch Diameter Concrete Core 34-38 Inch Height From Top Of Surface	4	LINEAL FOOT	175.50 X Unit Cost	190. ⁰⁰	760. ⁰⁰
4.	Section D- Handrail With 8-Inch Diameter Concrete Core 42 Inch Height From Top Of Surface	13	LINEAL FOOT	13 X Unit Cost	180. ⁰⁰	2,340. ⁰⁰
5.	Section E-Handrail With Typical 36-Inch Foundation-No Coring 34-38 Inch Height From Top Of Surface	4	LINEAL FOOT	4 X Unit Cost	190. ⁰⁰	760. ⁰⁰
6.	PROJECT COST					12,560. ⁰⁰

City Hall Project Cost in written form: Twelve Thousand five hundred sixty dollars ⁰⁰/₁₀₀

Schedule of Prices for Police Department-Item B:

SUMMARY SCHEDULE

NO	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1.	Section A-Handrail With Typical 36-Inch Foundation-No Coring 34-38 Inch Height From Top Of Surface	11	LINEAL FOOT	11 X Unit Cost	190. ⁰⁰	2,090. ⁰⁰
2.	Section B- Handrail With Typical 36-Inch Foundation-No Coring 34-38 Inch Height From Top Of Surface	20	LINEAL FOOT	20 X Unit Cost	173. ⁰⁰	3,460. ⁰⁰
3.*	Section C- Special 2-Inch Pipe Rail And End Section With Wall Hardware	22.5	LINEAL FOOT	22.5 X Unit Cost	120. ⁰⁰	2,700. ⁰⁰
4.	PROJECT COST					8,250. ⁰⁰

Police Department Project Cost in written form: Eight Thousand two hundred fifty dollars ⁰⁰/₁₀₀

TOTAL PROJECT COST

ITEM	DESCRIPTION	TOTAL COST
A.	CITY HALL PROJECT COST	\$ 12,560. ⁰⁰
B.	POLICE DEPARTMENT PROJECT COST	\$ 8,250. ⁰⁰
A+B	TOTAL PROJECT COSTS	\$ 20,810. ⁰⁰

***AWARDED VENDOR SHALL PROVIDE MATERIALS LISTS AND PARTS AND DIAGRAM**

All bids shall be sealed and returned prior to the bid opening at 11:00AM. on Tuesday, April 15, 2014 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

1. The contract shall be awarded on a **Total Sum** based on the total cost of A AND B.
2. The awarded vendor/installer shall provide a one year performance bond in the amount of \$3,500.
3. By providing a bid to the City of Darien we hereby attest that we have made site visit and are in general agreement with the dimensions provided.

END OF SPECIFICATION

Firm Name: Classic Fence, Inc

Signature of Authorized Representative: [Signature]

Title: Sales Date: 4-11-2014

ACCEPTANCE: This proposal is valid for 120 calendar days from the date of submittal.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MARTINO CONCRETE, INC IN AN AMOUNT NOT TO EXCEED \$20,484.63 FOR THE REMOVAL AND REPLACEMENT OF SIDEWALK, STAIRS AND ADA RAMPS FOR THE CITY HALL AND THE NORTHERN ENTRANCE OF THE POLICE DEPARTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a contract with Martino Concrete, Inc. in an amount not to exceed \$20,484.63 for the removal and replacement of sidewalk, stairs and ADA ramps for the City Hall and the northern entrance of the Police Department, a copy of which is attached hereto as "**Exhibit A**".

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN**CONTRACT**

This Contract is made this ____ day of _____, 20__ by and between the City of Darien (hereinafter referred to as the "CITY") and _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Unit Pricing for the:

<p>CITY OF DARIEN 2014 MUNICIPAL SIDEWALK/STAIRS AND CURB AND GUTTER CONCRETE REPLACEMENT PROJECT</p>
--

(Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the CITY.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue for the period specified. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The CITY, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees,

and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

City of Darien
1702 Plainfield Road
Darien, IL 60561
Attn: Director of Municipal Services

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the CITY to make payments to third parties or make promises or representations to third parties on behalf of the CITY without prior written approval of the City Administrator or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

SECTION II

BIDDER SUMMARY SHEET

**2014 CITY COMPLEX SIDEWALK/STAIRS AND CURB AND GUTTER CONCRETE
REPLACEMENT PROJECT**

Firm Name: MARTINO CONCRETE Co

Address: 1232 RICHFIELD CT

City, State, Zip Code: WOODRIDGE IL 60517

Contact Person: John LAMORGESE

FEIN #: 36-4078648

Phone: (630) 985-7045 Fax: (630) 910 4393

Mobile: (630) 202-0611

E-mail Address: martino-con@msn.com

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Schedule of Prices for City Hall-Item A:
SUMMARY SCHEDULE

NO	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1.	SECTION A-PCC-SIDEWALK IN PLACE WITH FIBER MESH	130	SQUARE FOOT	130 X Unit Cost	9.75	1267.50
2.	PCC-SIDEWALK IN PLACE-WITH FIBER MESH-ADA	25	SQUARE FOOT	25 X Unit Cost	20.00	500.00
3.	SECTION B-PCC-ENTRANCE AREA WITH FIBER MESH	175.50	SQUARE FOOT	175.50 X Unit Cost	9.75	1711.12
3.	SECTION C- PCC-RAMP WITH FIBER MESH ADA COMPLIANT	200	SQUARE FOOT	200 X Unit Cost	9.75	1950.00
4.	PCC CURB AND GUTTER	100	LINEAL FOOT	100 X Unit Cost	30.00	3000.00
5.	SECTION D-STAIR WITH FIBER MESH NO OF STEPS 1	6	LINEAL FOOT	6 X Unit Cost	85.00	510.00
6.	CONCRETE SEALER	361	SQUARE FOOT	361 Unit Cost	1.50	541.50
7.	PROJECT COST					9480.12

City Hall Project Cost in written form: _____

NINE THOUSAND FOUR HUNDRED EIGHTY & 12/100

Schedule of Prices for Police Department-Item B:
SUMMARY SCHEDULE

NO	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1.	SECTION A. PCC-SIDEWALK IN PLACE WITH FIBER MESH	292.50	SQUARE FOOT	292.50 X Unit Cost	9.75	2851.87
2.	PCC-SIDEWALK IN PLACE-WITH FIBER MESH-ADA	25	SQUARE FOOT	25 X Unit Cost	20.00	500.00
3.	SECTION B-PCC-ENTRANCE AREA WITH FIBER MESH	120	SQUARE FOOT	120 X Unit Cost	9.75	1170.00
3.	SECTION C-PCC-RAMP WITH FIBER MESH NON ADA COMPLIANT	67.50	SQUARE FOOT	67.50 X Unit Cost	9.75	658.12
4.	PCC CURB AND GUTTER	75	LINEAL FOOT	75 X Unit Cost	30.00	2250.00
5.	SECTION D-STAIRS WITH FIBER MESH NO OF STEPS 3	33	LINEAL FOOT	33 X Unit Cost	85.00	2805.00
6.	CONCRETE SEALER	513	SQUARE FOOT	513 X Unit Cost	1.50	769.50
7..	TOTAL PROJECT COST					11,004.49

Police Department Project Cost in written form: _____

Eleven thousand four dollars & 49/100

TOTAL PROJECT COST

ITEM	DESCRIPTION	TOTAL COST
A.	CITY HALL PROJECT COST	9480.12
B.	POLICE DEPARTMENT PROJECT COST	11,004.49
A+B	TOTAL PROJECT COSTS	20,484.61

All bids shall be sealed and returned prior to the bid opening at 10:30 AM. on Tuesday, April 15, 2014 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

Below, please find an item description of the abovementioned:

- 1 - This item will include the following:
 - Removal of existing concrete sidewalk, hand rails, misc debris
 - Placement of forms preferred use of slip-forms
 - Placement and finishing of the concrete sidewalk
 - Unit of measurement for pay item is per square foot
 - Sidewalk thickness shall be at 5-inches

- 2 - This item will include the following:
 - Removal of existing concrete sidewalk
 - Placement and finishing of the concrete sidewalk to comply with the American with Disabilities Act for depressing sidewalk at intersections as requested. The concrete will consist of a Red concrete produced at the concrete plant, and the insertion of the truncated dome as specified per the attached.
 - Unit of measurement for pay item is per square foot.

- 3 - This item will include the following:
 - Removal of existing concrete
 - Placement and finishing of 6-inches of concrete within the entrance area
 - Unit of measurement for pay item is per square foot.
 - The apron shall include a one (1) year warranty from spalling or cracking beyond the control joints.
 - This item will include the additive consisting of fiber mesh. The fiber mesh shall be in accordance with the manufacturer's specifications and shall be added at the plant within the volumetric mixer.

- 4 - This item will include the following:
 - Removal of existing curb and gutter
 - Placement and finishing of the curb and gutter-The removal and replacement schedule will include the various curb and gutter applications: B6:12, Barrier Curb and Gutter, and Depressed Curb and Gutter.
 - Unit of Measurement for pay item is per lineal foot.

- 5 - This item will include the following:
 - Removal and replacement of stairs-attached are the standard stair specifications
 - Unit of Measurement for pay item is per lineal foot.

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

SEALED BID: 2014 Municipal Complex Handrail Project

OPENING DATE/TIME: April 15, 2014 @ 11:00 a.m.

				Classic Fence				
		Quantity - Maximum Proposed						
ITEM	DESCRIPTION		Unit	Cost	Unit	Cost		
City Hall								
1	Section A- Handrail With Typical 36-Inch Foundation-No Coring 34-38 Inch Height From Top Of Surf	25	\$ 173.00	\$ 4,325.00		\$ -		
2	Section B- Handrail With 8-Inch Diameter Concrete Core 34-38 Inch Height From Top Of Surface	25	\$ 175.00	\$ 4,375.00		\$ -		
3	Section C- Handrail With 8-Inch Diameter Concrete Core 34-38 Inch Height From Top Of Surface	4	\$ 190.00	\$ 760.00		\$ -		
4	Section D- Handrail With 8-Inch Diameter Concrete Core 42 Inch Height From Top Of Surface	13	\$ 180.00	\$ 2,340.00		\$ -		
5	Section E- Handrail With Typical 36-Inch Foundation-No Coring 34-38 Inch Height From Top Of Surface	4	\$ 190.00	\$ 760.00		\$ -		
Sub-Total - City Hall				\$ 12,560.00		\$ -		
Police Department								
1	Section A- Handrail With Typical 36-Inch Foundation-No Coring 34-38 Inch Height From Top Of Surf	11	\$ 190.00	\$ 2,090.00		\$ -		
2	Section B- Handrail With Typical 36-Inch Foundation-No Coring 34-38 Inch Height From Top Of Surface	20	\$ 173.00	\$ 3,460.00		\$ -		
3	Section C- Special 2-Inch Pipe Rail And End Section With Wall Hardware	22.50	\$ 120.00	\$ 2,700.00		\$ -		
Sub-Total - Police Dept				\$ 8,250.00		\$ -		
Grand Total				\$ 20,810.00				

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

SEALED BID: 2014 Municipal Complex Sidewalk/Stairs and Curb and Gutter Concrete project

OPENING DATE/TIME: April 15, 2014 @ 10:30 a.m.

			Martino Concrete		Copenhaver Construction		A Lamp Construction	
		Quantity - Maximum Proposed	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
City Hall								
1	SECTION A-PCC-SIDEWALK IN PLACE WITH FIBER MESH	130	\$ 9.75	\$ 1,267.50	\$ 12.00	\$ 1,560.00	\$ 15.00	\$ 1,950.00
2	PCC-SIDEWALK IN PLACE-WITH FIBER MESH-ADA	25	\$ 20.00	\$ 500.00	\$ 32.00	\$ 800.00	\$ 45.00	\$ 1,125.00
3	SECTION B-PCC-ENTRANCE AREA WITH FIBER MESH	175.50	\$ 9.75	\$ 1,711.13	\$ 12.00	\$ 2,106.00	\$ 15.00	\$ 2,632.50
4	SECTION C- PCC-RAMP WITH FIBER MESH ADA COMPLIANT	200	\$ 9.75	\$ 1,950.00	\$ 20.00	\$ 4,000.00	\$ 500.00	\$ 100,000.00
5	PCC CURB AND GUTTER	100	\$ 30.00	\$ 3,000.00	\$ 46.00	\$ 4,600.00	\$ 35.00	\$ 3,500.00
6	SECTION D-STAIR WITH FIBER MESH	6	\$ 85.00	\$ 510.00	\$ 370.00	\$ 2,220.00	\$ 700.00	\$ 4,200.00
7	CONCRETE SEALER	361	\$ 1.50	\$ 541.50	\$ 2.00	\$ 722.00	\$ 2.00	\$ 722.00
Sub-Total City Hall				\$ 9,480.13		\$ 16,008.00		\$ 114,129.50

			Martino Concrete		Copenhaver Construction		A Lamp Construction	
		Quantity - Maximum Proposed	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
Police Department								
1	SECTION A-PCC-SIDEWALK IN PLACE WITH FIBER MESH	292.50	\$ 9.75	\$ 2,851.88	\$ 10.00	\$ 2,925.00	\$ 15.00	\$ 4,387.50
2	PCC-SIDEWALK IN PLACE-WITH FIBER MESH-ADA	25	\$ 20.00	\$ 500.00	\$ 32.00	\$ 800.00	\$ 45.00	\$ 1,125.00
3	SECTION B-PCC-ENTRANCE AREA WITH FIBER MESH	120	\$ 9.75	\$ 1,170.00	\$ 12.00	\$ 1,440.00	\$ 15.00	\$ 1,800.00
4	SECTION C- PCC-RAMP WITH FIBER MESH NON ADA COMPLIANT	67.50	\$ 9.75	\$ 658.13	\$ 22.00	\$ 1,485.00	\$ 65.00	\$ 4,387.50
5	PCC CURB AND GUTTER	75	\$ 30.00	\$ 2,250.00	\$ 45.00	\$ 3,375.00	\$ 35.00	\$ 2,625.00
6	SECTION D-STAIR WITH FIBER MESH NO OF STEPS 3	33	\$ 85.00	\$ 2,805.00	\$ 350.00	\$ 11,550.00	\$ 500.00	\$ 16,500.00
7	CONCRETE SEALER	513	\$ 1.50	\$ 769.50	\$ 2.00	\$ 1,026.00	\$ 2.00	\$ 1,026.00
Sub-Total Police Department				\$ 11,004.50		\$ 22,601.00		\$ 31,851.00
TOTALS				\$ 20,484.63		\$ 38,609.00		\$ 145,980.50

AGENDA MEMO

City Council

May 5, 2014

Issue Statement

Approval of a Resolution authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage as it relates to City owned infrastructure and certain maintenance responsibilities as part of the 75th Street DuPage County Construction Project.

RESOLUTION

Background/History

The County of DuPage has forwarded the City of Darien an Intergovernmental Agreement, see [Exhibit A](#), as it relates to City owned infrastructure and certain maintenance responsibilities for the 75th Street Reconstruction Project Section No 12-00233-07-PV. The County has agreed to undertake certain water main improvements and upgrades as part of their project improvement. The City agrees to reimburse the County for certain engineering costs, water appurtenances, street light rewiring costs and environmental remediation s per the agreement. Below is a summary of key points as it relates to the Intergovernmental Agreement:

1. The FYE 15 Budget, Water Depreciation Fund, includes funds to complete the necessary work for the removal and replacement of water main, fire hydrants, valves, valve structures and fittings on Plainfield Road, from the former BP Amoco property to the Brookhaven Shopping Plaza.
The City Council approved an engineering agreement with the County of DuPage at the May 20, 2013 City Council meeting authorizing DuPage County's engineer, V3 Engineering, to prepare a water main replacement plan for the water main. The City is responsible for all engineering, materials and installation costs for the water main. The City may incur additional costs as they relate to environmental remediation on Plainfield Rd, fronting the former Phillips 66 gas station. Staff is estimating an additional \$10,000 that may be related to the environmental remediation. We will not know the extent of the remediation until excavation begins. The City will pursue reimbursement from the gas station owner through legal counsel if expenses are incurred relating to environmental issues.
2. During the plan review process, staff had identified that the 75th Street plans included relocating certain existing fire hydrants. While the County is taking on the responsibility of installation costs as they relate to County related infrastructure conflicts, staff included new fire hydrants to replace the existing Traverse City hydrants at the City's expense. Traverse City hydrants are no longer manufactured and only limited parts are available. The City will be providing the County new fire hydrants and accessories at the City's expense. The City is also adding critical valves and removing and replacing an existing fire hydrant within the 75th Street County right of way and adjacent to the western end of the Brookhaven Plaza. The City will be responsible for all costs related to materials and installation.
3. The IGA includes a provision that the City may be responsible for additional environmental remediation on Cass Avenue fronting the former dry cleaners at the Heritage Plaza. While the City has received a No Further Remediation letter from the Environmental Protection Agency, the County has identified that the ground may

be further contaminated within the County right of way. The extent of the contamination will not be defined until excavation for the County's infrastructure begins. The County and City legal counsel and staff have agreed to limit the financial exposure to the City in an amount not to exceed \$20,000 for environmental remediation as it pertains to the former dry cleaner's contaminants. This item was not budgeted for and while staff does not anticipate any further remediation, the County's legal counsel required the environmental remediation language in the IGA. Contingent funding would be allocated from the Capital Projects Fund.

4. The agreement calls out for the City to be responsible for the energy costs associated with the traffic signal and street lights at the intersection of 75th Street and Adams Street. The County is mandating that all energy costs related to traffic signals at all non-County intersections be the responsibility of the local municipality. All maintenance and repair costs will be the responsibility of the County. It is estimated that the energy costs will be approximately \$450 dollars per year. (See e-mail correspondence dated January 15, 2014 and labeled as [Attachment A](#).)
5. The IGA also includes provisions regarding the following:
 - A. Median Tree Removal and Certain Reimbursement
 - B. Street Light Removal, Off Site Storage and Re-wiring Costs. Please note the County has included costs for the rewiring of the street lighting and controller box modifications in the amount of \$7,000 at the City's expense. The cost was included in the \$188,000 expense and was not broken out to the Street Light Account. The expense will be charged to the appropriate account.

Below is a cost schedule for the work:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 13/14 BUDGET	PROPOSED EXPENDITURE
12-50-4815	Engineering Plainfield Rd - Cass Ave Water Main Water Depr Fund	\$ 10,000.00	\$ 8,020
Total Costs			\$ 8,020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 14/15 BUDGET	PROPOSED EXPENDITURE
12-50-4815	Water main Plainfield Rd - Water Main Water	\$ 188,000	\$ 121,486
12-50-4815	Fire Hydrant Removal and Replacement	\$	\$ 10,882
12-50-4815	Contingency-Water Main Appurtenances	\$	\$ 7,500
12-50-4815	Contingency-Water Main Environmental Remediation-Gas Station - Reimbursable	\$	\$ 10,000
12-50-4815	Construction Engineering	\$	\$ 13,937
	Contingency-Environmental		

25-35-4376	Remediation-Dry Cleaners	\$	\$ 20,000
01-30-4359	Street Lighting Re-wiring controller Modifications	\$	\$ 7,000
Total Costs			\$ 190,805

Committee Recommendation

The Municipal Services Committee, the City attorney and staff have reviewed the IGA and recommend approval. [Attachment B](#) is a memo from City Attorney Murphey.

Alternate Consideration

As directed by the Municipal Services Committee.

Decision Mode

This item will be placed on the May 5, 2014 for formal consideration by the City Council.

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

Attachment A

QUOTE REQUEST: 2013 Fire Hydrant Painting
OPENING DATE/TIME: June 11, 2013 @ 10:30 a.m.

2014 FIRE HYDRANT SANDBLASTING AND PAINTING PHASE 2- CONTRACT EXTENSION 1							Contract Extension 1		Contract Extension 2	
			Muscat Painting &				Muscat Painting &		Muscat Painting &	
			Decorating				Decorating		Decorating	
			2013				2014		2015	
ITEM	DESCRIPTION	UNITS	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST		
1	Sandblasting & Prep Work	480	\$ 37.34	\$ 17,923.20	\$ 35.47	\$ 17,025.60				
2	Painting of Hydrants	480	\$ 39.43	\$ 18,926.40	\$ 37.40	\$ 17,952.00				
1	Sandblasting & Prep Work	470		\$ -		\$ -	\$ 33.61	\$ 15,796.70		
2	Painting of Hydrants	470					\$ 35.49	\$ 16,680.30		
	Subtotal					\$ 34,977.60		\$ 32,477.00		
1	Contingency	20			72.87	\$ 1,457.40				
	Totals		76.77	\$ 36,849.60	72.87	\$ 36,435.00	69.10	\$ 64,954.00		
							Contract Extension 1		Contract Extension 2	
			DMD Construction				DMD Construction		DMD Construction	
			2013				2014		2015	
			ITEM	DESCRIPTION	UNITS	UNIT COST	COST	UNIT COST	COST	UNIT COST
1	Sandblasting & Prep Work	480	\$ 40.00	\$ 19,200.00	\$ 41.00	\$ 19,680.00				
2	Painting of Hydrants	480	\$ 34.00	\$ 16,320.00	\$ 35.00	\$ 16,800.00				
1	Sandblasting & Prep Work	470		\$ -		\$ -	\$ 42.00	\$ 19,740.00		
2	Painting of Hydrants	470					\$ 36.00	\$ 16,920.00		
	Subtotal					\$ 36,480.00		\$ 36,660.00		
1	Contingency	20			76.00	\$ 1,520.00				
	Totals		74.00	\$ 35,520.00	76.00	\$ 38,000.00	78.00	\$ 73,320.00		

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF DARIEN AND MUSCAT PAINTING AND DECORATING INC FOR THE 2014 FIRE HYDRANT PAINTING PHASE 2 IN AN AMOUNT NOT TO EXCEED \$36,435.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a contract between the City of Darien and Muscat Painting and Decorating Inc for the 2014 Fire Hydrant Painting Phase 2 in an amount of \$36,435.00, attached hereto as "[Exhibit A](#)".

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

CONTRACT

This Contract is made this ____ day of _____, 20__ by and between the City of Darien (hereinafter referred to as the "CITY") and _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid as it is responsive to the CITY'S bid requirements
- All Certifications required by the City
- Certificates of insurance
- Performance and Payment Bonds as may be required by the CITY

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Unit Pricing for the 2013 City of Darien Fire Hydrant Painting-Phase 1 Project (Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the CITY.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue for the period specified. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The CITY, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the

CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

City of Darien
1702 Plainfield Road
Darien, IL 60561
Attn: Director of Municipal Services

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the CITY to make payments to third parties or make promises or representations to third parties on behalf of the CITY without prior written approval of the City Administrator or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

VENDOR INFORMATION

The Contract shall begin on July 22, 2013 and be in effect until September 30, 2013.

TO BE COMPLETED BY VENDOR

COMPANY NAME: Muscat Painting & Decorating

CONTACT PERSON: Brett Muscat

ADDRESS: 555 Ashland Avenue

CITY, STATE, ZIP CODE: East Dundee, Illinois 60118

TELEPHONE NUMBER: Office 847-428-6225 Mobile 888-724-6811

FACSIMILE NUMBER: gone green - email only no fax

E-MAIL ADDRESS brett@muscatpainting.com

AUTHORIZED SIGNATURE: 

**Summary Schedule of Cost for Phase 2-2014:
Contract Extension 1**

Phase II is an option for a contract extension and will be awarded pending budget consideration and vendor performance in **May 2014**.

The contract shall be awarded on a **Total Cost of Items 1 and 2**.

NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1.	SANDBLASTING AND PREP WORK	480	EACH	35.47	17025.60
2.	PAINTING OF FIRE HYDRANTS	480	EACH	37.40	17952.00
3.	TOTAL COST ADD ITEM 1 AND 2	480	combined	72.87	34977.60

Company Name: Muscat Painting & Decorating



Dan Gombac

From: Dolan, Agnes <Agnes.Dolan@dupageco.org>
Sent: Wednesday, January 15, 2014 12:26 PM
To: Dan Gombac; Bryon Vana
Cc: Krueger, Paul; Kuper, Kent; Tworek, David
Subject: RE: 75th Street / Adams St. Traffic Signal

Gentlemen,

As a follow up to your e-mail, if the City has a franchise agreement with ComEd for energy, the energy cost will most likely be lower than the \$450 per year as the County does not have a franchise agreement. Additionally trying to break out energy costs for different legs of the intersection does not work logistically with ComEd. Please keep in mind that the County's maintenance costs for the signal are approximately \$243 per month or \$2,916 per year.

It has been the County's direction (and is similar to IDOT) in the last several years to revise traffic signal arrangements with the municipalities when the County has a road improvement project through the municipality and the municipality has legs of the intersection in their jurisdiction serving their motorists. The agreement originally sent to you incorporated language concerning future modernization of the signal and it is our desire to include that paragraph in this agreement. We have entered into several agreements with other municipalities with a similar future modernization paragraph over the last several years and in fairness to the municipalities that have entered into such agreements, it is the County's desire to treat all municipalities in like fashion. Therefore, we would respectfully request that you discuss/agree to the future modernization paragraph in the agreement as well as the energy costs. We have not requested financial participation from the City to upgrade the signal as a part of the project at this time and the likelihood of any future upgrade of the signal would be very far in the future (we will probably all be retired by then).

In response to your question concerning whether the traffic signal is still warranted, the traffic signal was approved in the Phase I report along with the intersection design study and has been in operation for over 35 years.

Please feel free to contact us if you should have any additional questions concerning the 75th and Adams traffic signal. We thank you for your cooperation and consideration in regard to this traffic signal.

Agnes Dolan
Agreements Coordinator
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Main: (630) 407-6900
Facsimile: (630) 407-6901
Direct: (630) 407-6896

From: Dan Gombac [<mailto:dgombac@darienil.gov>]
Sent: Wednesday, January 15, 2014 9:37 AM
To: Tworek, David
Cc: Krueger, Paul; Kuper, Kent; Dolan, Agnes; Bryon Vana
Subject: RE: 75th Street / Adams St. Traffic Signals

Dave:

Rosenthal, Murphey, Coblenz & Donahue

30 North LaSalle St. Suite 1624 ~Chicago, Illinois 60602
Phone (312) 541-1070 ~ Fax (312) 541-9191
JBM Direct Dial (312) 541-1072
JBM e-mail: jmurphey@rmcj.com

Memorandum

Via E-Mail

To: Dan Gombac
Fr: John B. Murphey
Date: April 28, 2014
Re: County Intergovernmental Agreement

Per your request, I have reviewed the revised Section 8.0, "Indemnification," of this draft Agreement. Here is a summary:

Section 8.1 provides that the County will indemnify the City (meaning that the County will cover any losses the City might suffer) as a result of any negligent or other erroneous act of the County while performing under the Agreement.

Section 8.2 provides that with respect to the water main and fire hydrant improvements which the City has requested the County to do (which the Agreement calls the "WORK"), the City shall indemnify and reimburse the County for any claims of a personal injury/property damage nature as well as any claims arising out of "any contamination or hazardous substances in, around or from the area where the WORK is performed. . ." The primary focus of this Section is on potential incremental costs associated with having to haul contaminated soil which the contractor may come across during construction.

This is a reasonable demand. The County is doing this work for the City essentially as an accommodation based on certain cost assumptions. The County justifiably does not want to have to bear additional costs for what is really a City job. If the City did this work itself, the City would have to pay any additional hauling costs for problem soils caused by gasoline.

Section 8.3 deals with the work the County is doing on Cass Avenue. Based on what we know from our consultant, there should be no problem caused by any hazardous substances from the former dry cleaning operation. In the event the County does encounter such hazardous substances (referred to as "PERC"), the City will reimburse the County for up to \$20,000.00 of the costs of removal. The Agreement calls for the County to notify the City if any PERC is identified so the City can verify it.

Finally, there is a global reservation of rights on the part of the County with respect to any hazard-based claim arising out of the job.

The predominant risk arising out of this Agreement relates to the potential additional costs arising out of the need to haul away contaminated soils encountered during excavation. As to the work the County is doing on the City's behalf, this is a cost the City would be facing if we were doing the work ourselves. As to the potential for contamination from the dry cleaner, the information the City has received is that there should be no PERC which has infiltrated into the Cass Avenue right of way.

Therefore, I believe the benefits of the work being performed by the County, which will both benefit the City and benefit the redevelopment of the Plainfield-Cass corridor, outweigh the risks the City is assuming under the Agreement.

JBM/sml

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE AS IT RELATES TO CITY OWNED INFRASTRUCTURE AND CERTAIN MAINTENANCE RESPONSIBILITIES AS PART OF THE 75TH STREET DUPAGE COUNTY CONSTRUCTION PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute an Intergovernmental Agreement with the County of DuPage as it relates to City owned infrastructure and certain maintenance responsibilities as part of the 75th Street DuPage County Construction Project, a copy of which is attached hereto as "[Exhibit A](#)".

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

-

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF DU PAGE
AND
THE CITY OF DARIEN
FOR
IMPROVEMENTS RELATING TO THE CONSTRUCTION OF
COUNTY HIGHWAY 33/75TH STREET
(ADAMS STREET TO PLAINFIELD ROAD)
SECTION NO. 12-00233-07-PV

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this ____ day of ~~April~~^{May}, 2014, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the City of Darien (hereinafter referred to as the "CITY"), a municipal corporation with offices at 1702 Plainfield Road, Darien, Illinois. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY in order to facilitate the free flow of traffic and to ensure the safety of the motoring public proposes to improve CH 33/75th Street, from Adams Street to Plainfield Road, County Section No. 12-00233-07-PV (hereinafter referred to as "PROJECT"); and

WHEREAS, the COUNTY and the CITY desire to cooperate in the construction of the PROJECT because of the benefit of the PROJECT to the residents of DuPage County, the CITY and the public; and

WHEREAS, the COUNTY and the CITY desire to establish the parties' mutual project, cost and maintenance responsibilities with respect to the PROJECT; and

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

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged

by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and

WHEREAS, the CITY has requested that the COUNTY incorporate water main and fire hydrant improvements (hereinafter referred to as "WORK") as a part of the PROJECT to avoid disruption to the motoring public at a later date; and

WHEREAS, the COUNTY is willing to incorporate this WORK into the Plans and Specifications of the PROJECT subject to reimbursement by the CITY.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION.

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

2.0 SCOPE OF PROJECT

- 2.1. The PROJECT includes, but is not limited to, the reconstruction and widening of 75th Street from Adams Street to Plainfield Road to provide three through lanes in each direction separated by a barrier median, intersection improvements at Adams Street, at Cass Avenue and at Plainfield Road, reconstruction of Cass Avenue from 75th Street to Plainfield Road, resurfacing of Plainfield Road from Cass Avenue to 75th Street, traffic signal modernizations with interconnection and other appurtenant and necessary work. The CITY's WORK, as described hereinafter, shall be incorporated as a part of the scope of the PROJECT.

3.0 SCOPE OF CITY'S WORK

- 3.1. The CITY has requested that the COUNTY remove and replace the fire hydrant within the southern right-of-way along 75th Street at approximately Station 650+00 and install two in-line valves within the northern and southern right-of-way of the main line that currently transverses 75th Street. The CITY will provide the replacement fire hydrant, valves and any additional appurtenances.
- 3.2. The CITY has requested that the COUNTY remove the fire hydrant located at approximately Station 653+20 (Lace School parking lot), relocate it within the 75th Street right-of-way and install a six-inch valve within the right-of-way/property line servicing the school. The CITY will provide the replacement fire hydrant and solid sleeves along with any additional appurtenances.
- 3.3. The CITY and the COUNTY will identify 75th Street median trees, previously planted by the CITY via permit, to be salvaged and transplanted by the CITY at locations within the CITY. Said tree removal shall be applied as a cost credit to the CITY for the WORK costs based upon as-bid unit prices for tree removal.
- 3.4. The CITY has requested that the COUNTY replace the eight-inch water main under Plainfield Road between Brookhaven Plaza and the northeast corner of Cass Avenue and Plainfield Road (currently not in conflict with the PROJECT). The inclusion of this water main replacement as a part of the WORK will be subject to CITY concurrence of the as-bid unit prices.

4.0 RESPONSIBILITIES - JOINT

- 4.1. The COUNTY and CITY agree to cooperate in and make every effort to cause the construction of the PROJECT.
- 4.2. The COUNTY and CITY agree that the scope of WORK will be added to the contract documents for Section No. 12-00233-07-PV and said contract documents are

incorporated into this AGREEMENT by reference. Exhibit A is also attached hereto and incorporated herein by reference outlining the estimated cost to the CITY for the WORK based on as-bid unit prices.

- 4.3. The COUNTY and CITY agree that the contract documents for the PROJECT were prepared in an effort to minimize the need to relocate CITY utilities. Should field conditions result in unexpected utility conflict(s), reasonably demonstrated to be the result on the information provided to the COUNTY from the CITY, all reasonable costs associated with resolving said utility conflict(s) shall be at the sole cost of the CITY.

5.0 RESPONSIBILITIES OF THE COUNTY

- 5.1. The COUNTY shall act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way acquisition, permit processing, excluding any permits associated with the WORK, utility coordination (except as noted in paragraph 6.7 hereinafter), construction engineering and construction for the PROJECT.
- 5.2. Both the COUNTY and CITY agree that the COUNTY shall oversee the contract for the construction of the PROJECT. The COUNTY agrees to oversee the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the CITY regarding the progress of the WORK and any problems encountered or changes recommended. No change order which affects the CITY's facilities, or CITY cost, except normal minor variations in quantities of pay items required to complete the WORK shall be authorized except with prior written or e-mail approval by the CITY.
- 5.3. The COUNTY shall submit the Pre-final Plans and Specifications for the PROJECT to the CITY for review. The CITY shall provide review comments within fourteen (14) days of receipt of the Pre-final Plans and Specifications. The COUNTY will correct any errors and address other reasonable comments prior to the submittal of Final Plans and Specifications to the CITY.

6.0 RESPONSIBILITIES OF THE CITY

- 6.1. The CITY hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the CITY property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The CITY shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY's work. The COUNTY shall provide twenty four (24) hour notice when it will be entering CITY property and commence work. Upon completion of the PROJECT, the right-of-entry shall terminate.
- 6.2. The CITY shall provide three replacement fire hydrants to the COUNTY to remove and replace those located at approximate Stations 657+20, 660+00, and 663+75 for the PROJECT.
- 6.3. The CITY agrees to provide fire hydrants and appurtenant materials as referenced in paragraphs 3.1, 3.2, and 6.2 hereinabove in a timely manner so as not to delay the construction of the PROJECT.
- 6.4. The CITY has requested that the COUNTY preserve street lighting in the Cass Avenue and Plainfield Road corridors and shall reimburse the COUNTY for the associated re-wiring as hereinafter referenced in paragraph 6.6. Said reimbursement estimate is incorporated in **Exhibit A**.
- 6.5. The CITY has requested that the existing CITY light poles in conflict with the PROJECT be removed and delivered to the CITY's Public Works Facility at 1041 South Frontage Road. This work shall be included in the contract Special Provisions and will be considered a PROJECT cost.
- 6.6. The CITY agrees to reimburse the COUNTY for all costs associated with re-wiring existing CITY street lights to remain and modifying the existing lighting controllers at 75th Street and Cass Avenue and at 75th Street and Plainfield Road due to the removal of existing light poles as referenced in paragraphs 6.4 and 6.5 hereinabove. Said reimbursement estimate is incorporated in **Exhibit A**.

- 6.7. The CITY agrees, if necessary, to make arrangements for and issue permits for PROJECT required adjustments, relocations, modifications, etc. to utility facilities located within existing CITY rights of way which are in conflict with the PROJECT at no expense to the COUNTY.
- 6.8. The CITY agrees that upon completion of the PROJECT, the CITY shall assume all future energy costs for the traffic signal at 75th Street and Adams Street (hereinafter referred to as "SIGNAL") and to be invoiced directly by the energy provider.
- 6.9. The CITY agrees to reimburse the COUNTY for the WORK construction costs at the actual cost incurred by the COUNTY plus the cost of any additional items required to complete the WORK via change order pursuant to the provisions of paragraph 5.2 hereinabove. This actual cost is the bid, or change order, unit price submitted by the COUNTY's contractor for the WORK items times the actual quantity of items installed plus the cost of any additional items required as a part of the WORK authorized in writing or via e-mail by the CITY, less any credits as discussed in paragraph 3.3 hereinabove. The actual costs also includes, but is not limited, to any fees and cost related to identification, sampling, analysis, investigation, transportation, management and disposal of contaminated soils encountered during the WORK.
- 6.10. The CITY agrees to reimburse the COUNTY an additional ten (10%) percent of the total cost, materials and fees for the WORK, to compensate the County for construction engineering as referenced in **Exhibit A**.
- 6.11. The CITY agrees to reimburse the COUNTY for the actual design engineering cost of the WORK as referenced in Exhibit A of this AGREEMENT.
- 6.12. The CITY agrees to pay the COUNTY eighty (80%) percent of the WORK construction/construction engineering cost as attached hereto in Exhibit A upon award of the contract for the PROJECT based upon as-bid unit prices for the WORK upon submittal of a properly documented invoice. Upon completion of the WORK and based upon the documentation of total costs, materials, fees, and quantities, submitted by the

COUNTY and a final invoice, the CITY agrees to reimburse the COUNTY for the balance (the actual total cost less the amount paid by CITY) of the WORK within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

7.0 MAINTENANCE

7.1. Upon completion of the PROJECT, the CITY agrees that it will be responsible for all maintenance of that part of the WORK owned or under the jurisdiction of the CITY and the COUNTY shall be responsible for all maintenance of that part of the PROJECT owned or under the jurisdiction of the COUNTY.

8.0 INDEMNIFICATION

8.1. The COUNTY shall to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability (injury or damage), claims, suits, demands, proceedings, losses, and action (administrative, governmental or otherwise), attorneys' fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. This indemnification expressly excludes any and all liability (injury or damage), claims, suits, demands, proceedings, losses, and action (administrative, governmental or otherwise), attorneys' fees and expense of defense relating to or arising from any alleged or actual contamination or hazardous substances. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

8.1.1. The COUNTY and the CITY acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY's or any successor's or assign's authority and legal capacity to indemnify CITY as provided for in this AGREEMENT. In the event

a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the CITY, or any person or entity claiming a right through CITY, or in the event of change in the laws of the State of Illinois governing COUNTY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

- 8.2 As respects the WORK, the CITY shall indemnify, hold harmless, reimburse the COUNTY and defend the COUNTY, its officials, officers, employees, and agents from and against all liability (injury or damage), claims, suits, demands, proceedings, losses, and action (administrative, governmental or otherwise), including, but not limited to, investigation, management, and remediation costs, attorneys' fees and expense of defense, arising from or related to the CITY's negligence or willful conduct, or any contamination or hazardous substances in, around, under, or from the area where the WORK is performed (notwithstanding any actions or omissions of the CITY). This paragraph 8.2 survives the termination of this AGREEMENT. 7839
- 8.3 As respects that portion of the PROJECT on Cass Avenue that does not include the WORK, the CITY agrees to reimburse the COUNTY for \$20,000 of any costs, fees, damages, injury, or liability related to Perchloroethylene, any of its derivatives, and any other hazardous substances related to a dry cleaning operation (hereinafter collectively referenced as "PERC"). The COUNTY will notify the CITY if PERC is identified during the PROJECT on Cass Avenue that does not include the WORK, and will submit copies of its invoices, costs or fees, related to the PERC to the CITY for reimbursement. The CITY shall reimburse the COUNTY within 60-days of its receipt of the invoices.
- 8.4 Notwithstanding this AGREEMENT, the COUNTY retains and reserves all rights against the CITY related to or arising from hazardous substances. Paragraph 8.3 is not a limitation on the amount the COUNTY can seek

from the CITY. The CITY AND COUNTY agree to toll the statute of limitations for any liability (injury or damage), claims, suits, demands, proceedings, losses, and action (administrative, governmental or otherwise), including, but not limited to, investigation, management, and remediation costs, attorneys' fees and expense of defense, by the COUNTY against the CITY concerning any hazardous substances or other contamination for which a claim, suit, demand, cause of action of any type (administrative, court or other), or otherwise in the County's ROW

- 8.5 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 8.1, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY's participation in its defense shall not remove CITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 8.6 Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.
- 8.7 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The COUNTY's indemnification under Section 8 and subsections hereof shall terminate when the PROJECT is completed and the CITY assumes its maintenance responsibilities as set forth in Section 7.1 hereof. The CITY's indemnification and tolling agreement under Section 8 and subsections hereof survive completion of the PROJECT or termination of this AGREEMENT.

9.0 GENERAL

- 9.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address mutual PROJECT cost and maintenance responsibilities and improvements requested by the CITY as a part of the PROJECT and no changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed, except as noted herein.
- 9.2. Whenever in this AGREEMENT, approval or review of either the COUNTY or CITY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 9.3. In the event of a dispute between the COUNTY and CITY representatives in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer of the COUNTY and the City Administrator of the CITY shall meet and resolve the issue.
- 9.4. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 9.5. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

10.0 ENTIRE AGREEMENT

- 10.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and supersedes all previous communications or understandings whether oral or written.

11.0 NOTICES

11.1 Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

City of Darien
1702 Plainfield Road
Darien, IL 60561
ATTN: Bryon D. Vana, City Administrator
Phone: 630.852.5000
Facsimile: 630.852.4709

County of DuPage
Division of Transportation
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
421 N. County Farm Road
Wheaton, IL 60187
Phone: 630.407.6900
Facsimile: 630.407.6901

12.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

12.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

13.0 ASSIGNMENT

13.1 This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

14.0 GOVERNING LAW

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

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

15.0 SEVERABILITY

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

16.0 FORCE MAJEURE

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

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

COUNTY OF DU PAGE

CITY OF DARIEN

Daniel J. Cronin, Chairman
DuPage County Board
ATTEST:

Kathleen A. Weaver, Mayor

Gary A. King
County Clerk

Joanne Rogona
City Clerk

**EXHIBIT A
ESTIMATE OF CITY COSTS**

Estimate of WORK costs based on as-bid unit prices as attached hereto:

-Fire hydrant improvements	\$ 10,882
-Modify/re-wire existing lighting and/or controller	7,000
-Water main replacement at Plainfield/Cass	<u>121,486</u>
Total construction costs:	\$139,368
Design engineering of CITY WORK (actual cost):	8,020
Construction engineering (10% of WORK construction Cost):	<u>13,937</u>
Total estimate of CITY costs*:	\$161,325

* Note: cost estimate does not include any fees or costs related to investigation, consulting, management or anything else concerning hazardous substances encountered during the WORK.

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

Attachment A

QUOTE REQUEST: 2013 Fire Hydrant Painting
OPENING DATE/TIME: June 11, 2013 @ 10:30 a.m.

2014 FIRE HYDRANT SANDBLASTING AND PAINTING PHASE 2- CONTRACT EXTENSION 1							Contract Extension 1		Contract Extension 2	
			Muscat Painting &				Muscat Painting &		Muscat Painting &	
			Decorating				Decorating		Decorating	
			2013				2014		2015	
ITEM	DESCRIPTION	UNITS	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST		
1	Sandblasting & Prep Work	480	\$ 37.34	\$ 17,923.20	\$ 35.47	\$ 17,025.60				
2	Painting of Hydrants	480	\$ 39.43	\$ 18,926.40	\$ 37.40	\$ 17,952.00				
1	Sandblasting & Prep Work	470		\$ -		\$ -	\$ 33.61	\$ 15,796.70		
2	Painting of Hydrants	470					\$ 35.49	\$ 16,680.30		
	Subtotal					\$ 34,977.60		\$ 32,477.00		
1	Contingency	20			72.87	\$ 1,457.40				
	Totals		76.77	\$ 36,849.60	72.87	\$ 36,435.00	69.10	\$ 64,954.00		
							Contract Extension 1		Contract Extension 2	
			DMD Construction				DMD Construction		DMD Construction	
			2013				2014		2015	
			ITEM	DESCRIPTION	UNITS	UNIT COST	COST	UNIT COST	COST	UNIT COST
1	Sandblasting & Prep Work	480	\$ 40.00	\$ 19,200.00	\$ 41.00	\$ 19,680.00				
2	Painting of Hydrants	480	\$ 34.00	\$ 16,320.00	\$ 35.00	\$ 16,800.00				
1	Sandblasting & Prep Work	470		\$ -		\$ -	\$ 42.00	\$ 19,740.00		
2	Painting of Hydrants	470					\$ 36.00	\$ 16,920.00		
	Subtotal					\$ 36,480.00		\$ 36,660.00		
1	Contingency	20			76.00	\$ 1,520.00				
	Totals		74.00	\$ 35,520.00	76.00	\$ 38,000.00	78.00	\$ 73,320.00		

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

Attachment A

SEALED BID: **2014 Crack Sealing/Filling Program**

OPENING DATE/TIME: **April 23, 2014 @ 10:00 a.m.**

		Freehill Asphalt Inc			Patriot Pavement Maintenance		SKC Construction	
ITEM	DESCRIPTION	Units	Unit Price		Unit Price		Unit Price	
1	Crack Routing & Filling	71,000	\$ 1.44	\$ 102,240.00	\$ 1.45	\$ 102,950.00	\$ 1.560	\$ 110,760.00
2	Fiber Crack Filler	10,000	\$ 1.80	\$ 18,000.00	\$ 1.45	\$ 14,500.00	\$ 1.51	\$ 15,100.00
Total				<u>\$ 120,240.00</u>		<u>\$ 117,450.00</u>		<u>\$ 125,860.00</u>

		Denler, Inc			Behm Pavement Maintenance			
ITEM	DESCRIPTION	Units	Unit Price		Unit Price		Unit Price	
1	Crack Routing & Filling	71,000	\$ 1.36	\$ 96,560.00	\$ 1.29	\$ 91,590.00		\$ -
2	Fiber Crack Filler	10,000	\$ 1.48	\$ 14,800.00	\$ 1.45	\$ 14,500.00		
Total				<u>\$ 111,360.00</u>		<u>\$ 106,090.00</u>		<u>\$ -</u>

AGENDA MEMO

City Council

May 5, 2014

ISSUE STATEMENT

A resolution authorizing the Mayor to execute a contract with Behm Pavement Maintenance Inc. in an amount not to exceed \$111,090 for the 2014 Crack Fill Program.

RESOLUTION

BACKGROUND/HISTORY

The FY 14/15 Budget includes funds for the 2014 Crack Fill Program. Crack sealing is a routine maintenance treatment that will significantly delay roadway deterioration. The sealing material is applied into the cracks before they become too large and before the freeze-thaw cycles have an opportunity to shift the pavement and develop larger cracks (alligating). Flexible rubberized asphalt sealants bond to crack walls and move with the pavement, preventing water from entering the road base. The life of the road is extended and maintenance costs greatly reduced over time.

The scope of the program includes all cracks to be routed with a low dust mechanical router to a depth of ¾” and a width of 3”. Upon completion of the routing, all dirt, debris, and water is removed from the cracks. The method of removal is completed by utilizing a blow pipe which blows compressed air from a pull behind conventional air compressor. The crack is then filled with a rubber sealant which is feathered to a width of approximately 3-inches in width.

Due to the recent severe winter conditions, staff has identified several roadways that have developed minor longitudinal and traverse cracking. Typically these types of cracks do not occur until the 3rd year after a roadway has been resurfaced. The premature cracking was further caused by the extreme cold temperatures and thaw cycles. Staff has included an additional fiber crack fill product designed to address the minor cracking.

[Attachment A](#) is the bid results from the bid opening held on April 24, 2014. [Attachment B](#) is the list of roads scheduled for this year’s program. Behm Pavement Maintenance, Inc. has completed satisfactory work for the City in the past.

The proposed Crack Sealing Program would be funded from the following FY14-15 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 14-15 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4382	CRACK FILL PROGRAM	\$125,500	\$ 106,090	\$19,410
25-35-4382	CONTINGENCY		\$ 5,000	\$14,410
TOTAL			\$ 111,090	\$14,410

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the proposed resolution.

DECISION MODE

This item will be placed on the May 5, 2014 City Council agenda for formal consideration.

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

Attachment A

SEALED BID: **2014 Crack Sealing/Filling Program**

OPENING DATE/TIME: **April 23, 2014 @ 10:00 a.m.**

		Freehill Asphalt Inc			Patriot Pavement Maintenance		SKC Construction	
ITEM	DESCRIPTION	Units	Unit Price		Unit Price		Unit Price	
1	Crack Routing & Filling	71,000	\$ 1.44	\$ 102,240.00	\$ 1.45	\$ 102,950.00	\$ 1.560	\$ 110,760.00
2	Fiber Crack Filler	10,000	\$ 1.80	\$ 18,000.00	\$ 1.45	\$ 14,500.00	\$ 1.51	\$ 15,100.00
Total				<u>\$ 120,240.00</u>		<u>\$ 117,450.00</u>		<u>\$ 125,860.00</u>

		Denler, Inc			Behm Pavement Maintenance			
ITEM	DESCRIPTION	Units	Unit Price		Unit Price		Unit Price	
1	Crack Routing & Filling	71,000	\$ 1.36	\$ 96,560.00	\$ 1.29	\$ 91,590.00		\$ -
2	Fiber Crack Filler	10,000	\$ 1.48	\$ 14,800.00	\$ 1.45	\$ 14,500.00		
Total				<u>\$ 111,360.00</u>		<u>\$ 106,090.00</u>		<u>\$ -</u>

STREET	SUBDIVISION	LIMIT	ROAD LENGTH	LAST REHAB	CRACK FILL	Pounds
Crest Rd	Marion Hills North	67th to Holly	2200	2008	2011	2500
Evans Pl	Marion Hills South	Eleanor to Elm	660	2011		300
Chestnut Ln	Farmingdale Heights	Richmond to Charlston	676	2008	2011	700
Tall Pines Drive	Woodlands	67th to Cass	2400	2008	2011	2000
Bavarian Ln	Woodlands	Tall Pines to dead end	780	2008	2011	600
High Ridge Ct	north 67th	Richmond to dead end	600	2011		1000
Richmond Ave	north 67th	67th to Limit	400	2011		400
69th Street	Hinsbrook	Clarendon hills Rd to Cass	5280	2011		3000
70th Street	Hinsbrook	Clarendon hills Rd to Richmond	3300	2011		2500
Sierra Drive	Hinsbrook	69th to 71st	1350	2008	2011	1500
Sierra Court	Hinsbrook	Sierra dr to dead end	300	2008	2011	400
Bunker Road	Hinsbrook	Seminole to Timber	1000	2008	2011	800
Darien Lane	Hinsbrook	75th to Timber	1060	2011		600
Bentley Ave	Plainfield Highlands	72nd to 73rd	600	2008	2011	700
73rd Street	Plainfield Highlands	Bentley to Tennessee	450	2008	2011	700
Western Avenue	Plainfield Highlands	Plainfield to 72nd	1420	2011		1500
Tennessee	Plainfield Highlands	Plainfield to 72nd	980	2007	2010	2200
Sawyer Court	Farmingdale Terrace So	Sawyer to dead end	200	2008	2011	100
Wittington Ct	Farmingdale Terrace So	Portsmouth to dead end	400	2008	2011	1000
Glen	Farmingdale Terrace So	Sawyer to dead end	1150	2007	2010	1300
Darien Club Drive	Darien Club	Cass To Fairview	5920	2008	2011	3500
Sweetbriar Ln	Darien Club	Darien Club to Fairview	2000	2008	2011	1500
Galway Ct	Darien Club	Darien Club to dead end	480	2011		500
Limerick Ct	Darien Club	Darien Club to dead end	600	2011		400
Kelly Ct	Darien Club	Sweetbriar to dead end	650	2011		600
Claremont Dr	Farmingdale Unit 5-9	Exner to Williams	1232	2007	2010	2100
Bayberry Ln	Farmingdale Unit 5-9	Exner to dead end	1160	2008	2011	800
Walden Ln	Farmingdale Unit 5-9	Exner to 71st	1320	2008	2011	900
Park Ave	Farmingdale Unit 5-9	75th to 73rd	1200	2005		2100
72nd St	Downers Fairview	Fairview to Goldgrove	800	2011		800
Norman Drive	Brookhaven #2	Williams to 75th	1470	2008	2011	1633
Grant St	Brookhaven #2	Adams to 75th	1000	2008	2011	1200
Green Valley Ct	Farmingdale Ridge	Green Vally to dead end	500	2011		500
Wakefield Dr	Farmingdale Ridge	Green Vally to Abbey dr	1460	2011		800

STREET	SUBDIVISION	LIMIT	ROAD LENGTH	LAST REHAB	CRACK FILL	Pounds
Green Valley Rd	Farmingdale Ridge	Wakefield to dead end	2900	2011		1600
Lyman	Farmingdale Ridge	75th to Manning	1350	2010		1200
Drover Ct	Farmingdale Village	Drover to dead end	330	2007	2010	400
Brewer Rd	Farmingdale Village	Grandview to Alden	2150	2011		2000
Sandalwood Ct	Farmingdale Village	Beller to dead end	600	2011		400
Fox Hill Pl	Carriage Green 1&2	Carrage Greens Dr to dead end	720	2011		400
Oakley Dr	Sawmill Creek	Lakeview to Golfview	500	2008	2011	600
Golfview Dr	Sawmill Creek	Oakley to sawmill	800	2008	2011	1200
Sawmill Creek Dr	Sawmill Creek	Lakeview to Golfview	920	2008	2011	1200
Dickens Cir	Sawmill Creek	Lakview to dead end	440	2008	2011	500
Hinswood Dr	Hidden Lakes	Cass to Limit	1120	2008		2500
Captons Ln	Hidden Lakes	Frontage to frontage	900	2007	2010	2000
Dawn Ln	Hidden Lakes	Mystic trace and willmette	620	2007	2010	900
Ripple Ridge Dr CDS	Hidden Lakes	Ripple Ridge to dead end	400	2004		700
Spring Ct	Hidden Lakes	Ripple Ridge to dead end	400	2004		700
Kentwood Ct (CDS)	Brookerridge	Creekside to dead end	500	2011		300
86th	Brookerridge	Creekside to dead end	300	2007	2010	1000
Woodview	Brookerridge	Creekside to dead end	500	2007	2010	1800
Kearney	Brookerridge	Creekside to Limit	400	2007	2010	1000
Chippewa	Farmingdale Terrace N	Farmingdale to Sawyer	400	2007	2010	500
Sleepy Hollow (CDS)	Farmingdale South	Sleepy Hollow to dead end	300	2011		200
			61,548		LB	62033
Contingency	Revised 04/24/14		9,000			9000
Sub-Total						71033
Additional quantities for roads paved in 2013 Fiber Material Revised 04/24/14			10000			10000
Total Length (ft)			80,548			81,033

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BEHM PAVEMENT MAINTENANCE INC IN AN AMOUNT NOT TO EXCEED \$111,090.00 FOR THE 2014 CRACK FILL PROGRAM

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract with Behm Pavement Maintenance, Inc. in an amount not to exceed \$111,090.00 for the 2014 Crack Fill Program, a copy of which is attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Contract

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the _____ City of _____ Darien acting by and through its _____ City Council known as the party of the first part, and _____ his/their executors, administrators, successors or assigns, know as the party of the second part.

2. Witnesseth: That for and inconsideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, the party of the second part agrees with said party of the first part as his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions and Proposal hereto attached are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Attest:

City Clerk

The _____ of _____
By _____
Mayor

(Seal)

(If a Corporation)

Corporate Name _____

By _____
President Party of the Second Part

(If a Co-Partnership)

Attest:

Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part

MATERIALS SUMMARY-REVISED 03/26/2014			
Item	Quantity	Unit Price	Amount
Crack Routing & Filling	71,000 pounds	1.29	91,590.00
Fiber Crack Filler	10,000 pounds	1.45	14,500.00
Total Cost			106,090.00

The undersigned agrees to furnish any or all of the above materials upon which prices are bid at the above bid unit prices subject to the following conditions.

- (1) It is understood and agreed that the current Standard Specifications for Road and Bridge Construction adopted by the Department of Transportation shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
- (2) It is understood that quantities listed are approximate only and that they may be increased or decreased as needed to promptly complete the work at the above unit price bid.
- (3) Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the terms of acceptance at the point and in the manner specified in the "MATERIAL QUOTATIONS". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.
- (4) The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

Bidder Behm Pavement Maintenance, Inc

By 

Address 3010 IL Rt. 176, Crystal Lake, IL 60014

Title President

Telephone Office 815-477-9400

Fax 815-477-9401

Cellular Phone 815-482-9299

E-mail behmpavement@sbcglobal.net

Accepted By: _____

Date: _____

Date: _____

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

Attachment A

SEALED BID: **2014 Crack Sealing/Filling Program**

OPENING DATE/TIME: **April 23, 2014 @ 10:00 a.m.**

		Freehill Asphalt Inc			Patriot Pavement Maintenance		SKC Construction	
ITEM	DESCRIPTION	Units	Unit Price		Unit Price		Unit Price	
1	Crack Routing & Filling	71,000	\$ 1.44	\$ 102,240.00	\$ 1.45	\$ 102,950.00	\$ 1.560	\$ 110,760.00
2	Fiber Crack Filler	10,000	\$ 1.80	\$ 18,000.00	\$ 1.45	\$ 14,500.00	\$ 1.51	\$ 15,100.00
Total				<u>\$ 120,240.00</u>		<u>\$ 117,450.00</u>		<u>\$ 125,860.00</u>

		Denler, Inc			Behm Pavement Maintenance			
ITEM	DESCRIPTION	Units	Unit Price		Unit Price		Unit Price	
1	Crack Routing & Filling	71,000	\$ 1.36	\$ 96,560.00	\$ 1.29	\$ 91,590.00		\$ -
2	Fiber Crack Filler	10,000	\$ 1.48	\$ 14,800.00	\$ 1.45	\$ 14,500.00		
Total				<u>\$ 111,360.00</u>		<u>\$ 106,090.00</u>		<u>\$ -</u>

AGENDA MEMO

City Council

May 5, 2014

ISSUE STATEMENT

Consideration of a Motion to Approve the Expenditure of Budgeted Funds to Purchase a Police K9 Vehicle in an Amount not to Exceed \$27,164.10.

QUOTE BACKUP

BACKGROUND/HISTORY

FYE15 budget includes the replacement of a 2006 Chevrolet Tahoe PPV K9 vehicle that has come to the end of its useful service life. The mechanic rated this vehicle and advised it should be replaced using the City's vehicle replacement policy. Staff now comes to the Committee and Council to order and purchase the vehicle. The total cost of the project was budgeted at \$39,000 from line item 40-4815.

By purchasing a new Tahoe, the aluminum K9 Kennel will be able to be reused in the new vehicle saving \$5000.00 or more.

Chevrolet is changing the design for 2015 model year and the 2015 models will not be available until the 3rd quarter of 2014, unknown time factor on placing these on the State Contract.

Staff located a new 2014 Tahoe PPV on the lot at the Miles Chevrolet in Decatur, Illinois (State Contract Dealer), which will meet the needs of the department.

STAFF/COMMITTEE RECOMMENDATION

At their April 21, 2014 meeting, the Police Committee unanimously approved the purchase of a police K9 vehicle.

ALTERNATE CONSIDERATION

The alternate consideration would be to not purchase the police vehicle.

DECISION MODE

This item will be placed on the May 5th, 2014 agenda for formal Council consideration and approval.

Order Placement Form

Fax to (217) 872-2069

2014 Chevrolet Tahoe PPV Police Interceptor

Miles Chevrolet has been awarded the State of Illinois contract # PSD4016025 2010-2014 Police Package 2 WD Tahoe.

Base PRICE includes all the specified Standard Contract Equipment .

Police Pursuit Rated (2WD).	5.3 V8 E85 Flex Fuel Engine	6-Speed Automatic Transmission	Daytime Running Lamps.
Underbody Skid Plate	Center Console - Delete	P265/60/R17 Tires (5)	Power Steering
Anti-Lock Brakes w/ Hydro-Boost	HD Black Vinyl Floor Covering	160 Amp Alternator	26 Gallon Fuel Tank
Power Windows & Power Locks	Rear Window Defogger	Locking Rear Differential	Tinted Glass
Driver & Passenger Air Bags	Auxiliary Power Outlets Frt & RR	Intermittent Wipers	Air Conditioning
Side Curtain Air Bags	730 CCA HD Battery	Cloth Front Bucket Seats	Cruise Control
L & R Side Mounted Assist Steps	LH Mounted 6" Spotlight	Vinyl Rear Split Bench Seat	Power Driver Seat

All in stock units have the PPV Package

Police Pursuit Value package includes following options

Headlamp & Taillamp Flasher.	Heated Power OSRV Mirrors.	Traction Control w/ ESC.	AM / FM Radio W/ CD.
Night Saver Dome Light	Outside Temp Display & Compass	Full Length Running Boards	Keyless Entry (2)
Ignition Override Switch (LED)	Heavy Duty Radio Suppression	100 Amp Power Outlets (2)	Tilt Wheel
High Capacity HD Radiator	Delete Daytime Running Lights	140 MPH Certified Speedometer	Rear Heat & AC
Heavy Duty Floor Mats (4)	Heavy Duty Engine Oil Cooler	Full Size Spare Tire	In State Delivery
Frame Mounted Tow Hooks	Heavy Duty Transmission Cooler	Grille Light & Speaker Wiring (6J3)	Horn & Siren wiring (6J4)

2WD \$26,876.60

4WD \$30,425.60

Order Additional Options

Please Check Options Desired

Engine Block Heater	\$ 63.00
Dual Batteries	\$ 190.00
Carpet	\$ 161.50
Disable Rear Door Functions	\$ 110.00
Extra Key (each)	\$ 40.50
HD Rubber Floor Mats (4)	\$ 99.89
Delete Spotlight	\$ -85.00

Push Bumper	\$ 399.59
Center Console (Factory - 4WD only)	\$ 725.00
Splash Guards (Molded Front & Rear)	\$ 226.00
Aluminum Wheels (4WD only)	\$ 426.00
Remote Start	\$ 295.00
Body Side Moldings	\$ 126.00
Illinois Title & Municipal Police Plates	\$ 105.00

Exterior Colors:

All interiors are Ebony

Black White

BILL / SHIP TO:

City, County or Village of: _____ Tax Exemption # E _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

Per Vehicle Price w/ Options \$ _____ Quantity: _____ Total Order Amount: \$ _____

Tom Wene - Fleet Operations
(217) 872-2070 Fax (217) 872-2069

Miles Chevrolet 150 W Pershing Road Decatur, IL 62526
EMAIL twene@vtaig.com

AGENDA MEMO
CITY COUNCIL
MEETING DATE: May 5, 2014

Issue Statement

Neighborhood Parking/Hinsdale South High School: Amending City Code Section 9-3-2: Prohibited Parking, regarding Brookbank Road, Elm Street and Evans Place.

ORDINANCE

Discussion/Overview

The Municipal Services Committee considered this matter at its April 28, 2014, meeting. The Committee recommends amending the prohibited parking regulations currently in place along Elm Street, Brookbank Road and Evans Place to address overflow parking from Hinsdale South High School events.

Current regulations, parking prohibited:

Brookbank Road, 7300 block, on both sides of the street between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. on school days.

Elm Street, north side, between Clarendon Hills Road and Eleanor Place between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. Monday through Friday.

Elm Street, south side, between Clarendon Hills Road and Eleanor Place between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. Monday through Friday.

Evans Place, 7300 block, on both sides of the street between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. on school days.

Proposed regulations, parking prohibited:

Brookbank Road, between Janet Avenue and Elm Street, on both sides of the street, no high school or event parking any time.

Elm Street, north side, between Clarendon Hills Road and Eleanor Place, no high school or event parking any time.

Elm Street, south side, between Clarendon Hills Road and Eleanor Place between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. Monday through Friday.

Evans Place, between Janet Avenue and Elm Street, on both sides of the street, no high school or event parking any time.

The proposed signage is attached as [Exhibit A](#).

Upon adoption of the ordinance, a letter will be sent to residents with the following information:

1. Results of the two resident surveys.
2. New parking regulations explained, including a depiction of the sign.
3. Residents will need to call the Darien Police Department to report when vehicles will be parked on the street, including their vehicles and those of their guests. Otherwise, tickets will be issued.
4. Residents will be encouraged to park vehicles on one side of the street only, including their vehicles and those of their guests. This only applies to large family functions.

The full discussion follows as “Additional Information.”

Decision Mode

The Municipal Services Committee considered this item at its meeting on January 27, 2014.

The Municipal Services Committee considered this item at its meeting on March 24, 2014.

The Municipal Services Committee considered this item at its meeting on April 28, 2014.

The City Council will consider this item at its meeting on May 5, 2014.

Additional Information

Issue Statement

Neighborhood Parking Issues/Hinsdale South High School: Discussion regarding the overflow Hinsdale South High School special event parking on Brookbank Road, Elm Street and Evans Place.

Background

The City’s elected officials and staff continue to receive complaints regarding the overflow parking on adjacent neighborhood streets during special events held by Hinsdale South High School. Many residents do not like the overflow parking occurring in front of their residences. Since the area is a rural cross section, many of the vehicles tend to park off the road edge/shoulder and in the turf area of the right of way, thus causing additional damage. The staff had consulted with the City’s traffic engineer, KLOA, regarding the concern. Attachment A is a report dated November 27, 2013 from KLOA.

Below are three options for the Committee to review:

Option 1 – Extend the school day regulations – The parking regulations currently extend to 4:00 p.m. on school days. Extending these regulations to 7:00 or 8:00 p.m. along both sides of Brookbank Road and Evans Place, and the north side of Elm Street, would deter those attending special events at the school from parking along the streets. This regulatory change would require police enforcement to be effective. Since the regulation applies to all motorists, it would affect homeowners as well, so the residents along these streets should be agreeable to the change.

Option 2 – Implement permit parking along Brookbank Road and Evans Place – Permit parking could be utilized on Brookbank Road and Evans Place to preserve street parking for residents while restricting parking on

the street by non-residents. The time period of the permit regulations can vary from school hours only to 24 hours a day, depending on the preferences of the City and residents. Permit parking also requires enforcement to be effective. It can, however, be inconvenient to the residents themselves should they host guests that may not own a permit. It can also set a precedent that may be applicable to many other areas of the City.

Option 3 – Utilize portable barricades on Brookbank Road and Evans Place at Elm Street – Barricades could be used during special events to block vehicular access to Brookbank Road and Evans Place from Elm Street. The barricades could have a sign attached indicating “Parking Prohibited Beyond This Point”. Residents would still be able to access these streets from Janet Avenue. This measure is more manpower-intensive as a City or school staff member would need to set up and take down the barricades during special events at the school.

Upon review Staff recommends Option 2:

Option 2 – Implement permit parking along Brookbank Road and Evans Place – Permit parking could be utilized on Brookbank Road and Evans Place to preserve street parking for residents while restricting parking on the street by non-residents. The time period of the permit regulations can vary from school hours only to 24 hours a day, depending on the preferences of the City and residents. Permit parking also requires enforcement to be effective. It can, however, be inconvenient to the residents themselves should they host guests that may not own a permit. It can also set a precedent that may be applicable to many other areas of the City.

With Option 2, the abovementioned roadways would also require additional signage stating:

No Parking Anytime-Permit Only Parking

The department would incur an expense of approximately \$1,000 for signs and materials and would be installed by the department. In addition, the residents would require vehicle permit stickers and are estimated to cost approximately \$225, (21 homes, each household estimated to have 3 vehicles) The Committee is requested to discuss the following regarding the vehicle stickers:

Option A: Residents pay for each permit sticker at a cost of approximately \$3.00 each.

Option B: The City provides funds for the stickers, with a limit of up to 3 stickers per household. Each additional vehicle sticker would be a direct cost to the resident at approximately \$3.00.

Option C: The resident and the City would participate at a 50/50 cost share for each vehicle sticker and limited to three. Each additional vehicle sticker would be a direct cost to the resident at approximately \$3.00.

Staff Findings/Recommendation

Staff recommends Option 2

Option 2 – Implement permit parking along Brookbank Road and Evans Place – Permit parking could be utilized on Brookbank Road and Evans Place to preserve street parking for residents while restricting parking on the street by non-residents. The time period of the permit regulations can vary from school hours only to 24 hours a day, depending on the preferences of the City and residents. Permit parking also requires enforcement to be effective. It can, however, be inconvenient to the residents themselves should they host guests that may not own a permit. It can also set a precedent that may be applicable to many other areas of the City.

And

Option B: The City provides funds for the stickers, with a limit of up to 3 stickers per household. Each additional vehicle sticker would be a direct cost to the resident at approximately \$3.00.

Municipal Services Committee – January 27, 2014

Staff sent a survey to the residents in the subject area, 26 homes, asking their input on the options discussed above, 13 surveys were returned. Following are the results:

Question	Yes	No
1. Do you favor extending parking restrictions from 4 PM to 8 PM on school days along both sides of Brookbank road and Evans Place and north side of Elm Street?	4	9
2. Do you favor permit parking whereby residents must display a sticker on the vehicle authorizing it to be parked along a neighborhood street?	4	9
a. If YES, what is a reasonable fee for the parking sticker? Responses: \$1.00, \$50.00 for non-residents, \$5.00, \$20.00		
b. If YES, would you be willing to pay for a parking sticker	3	4
c. Should each household be restricted to a certain number of parking stickers?	4	3
d. Should a parking sticker be required 24-hours a day? If NO, specify a time period: Responses: 8AM-3PM, 2AM-6AM	4	4
3. Do you favor temporary barricades placed on Brookbank Road and Evans Place at Elm Street to block vehicular access to Brookbank Road and Evans Place from Elm Street?	3	8

A map showing the surveyed area is included as well as the returned surveys. Several surveys include comments.

Municipal Services Committee Review – January 27, 2014.

The Municipal Services Committee considered this matter on January 27, 2014. The following members were present: Alderman Joseph Marchese – Chairman, Alderman Tina Beilke, Alderman Joerge Seifert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey.

Alderman Beilke noted that restricting parking to one side of the street would improve safety. She stated a small group had raised awareness of the problem to her.

Chairman Marchese stated the responses are all over the place.

Alderman Seifert stated there is not cohesion in the responses. He suggested going back to the group that contacted Alderman Beilke and have them present their ideas.

Dan Gombac, Director, stated a follow-up letter will be sent to the residents.

Chairman Marchese stated the residents should present their solutions. He added the school needs to communicate better with the Police Department.

Municipal Services Committee – March 24, 2014

A revised survey was sent to the same residents in mid-February, 16 surveys were returned. A copy of the revised survey is attached to this memo. A map showing the surveyed area is included as well as the returned surveys. Several surveys include comments. The survey results follow:

Question	Yes	No
1. Do you favor extending parking restrictions from 4 PM to 8 PM on school days along both sides of Brookbank Road, Evans Place and north side of Elm Street	6	10
2. Do you favor parking being restricted to one side of the street only?	6	8
a. If YES, parking should be prohibited on ____ of street:		
Brookbank Road West: 2 East: 3		
Evans Place West: 1 East: 4		
Elm Street North: 4 South: 1		
No preference: 1		
3. Do you favor permit parking whereby residents must display a sticker on the vehicle authorizing it to be parked along a neighborhood street?	3	13
a. If YES, what is a reasonable fee for the parking sticker:		
\$0.00: 2		
\$3.00		
\$5.00		
\$20.00: 1		
Other:		
b. If YES, would you be willing to pay for a parking sticker?	1	3
c. Should each household be restricted to a certain number of parking stickers?	4	2
d. Should a parking sticker be required 24-hours a day?	3	4
If NO, specify a time period: 8am – 3 pm		
4. Do you favor temporary barricades placed on Brookbank Road and Evans Place at Elm Street to block vehicular access to Brookbank Road and Evans Place from Elm Street?	5	11

Municipal Services Committee Review – March 24, 2014

The Municipal Services Committee considered this matter on March 24, 2014. The following members were present: Alderman Joseph Marchese – Chairman, Alderman Tina Beilke, Alderman Joerge Seifert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey.

Mr. Dan Gombac, Director, reported staff continues to receive complaints regarding overflow parking on adjacent neighborhood streets during special events held by Hinsdale South High School. He stated staff sent out a revised survey in mid-February to the same residents, 16 surveys were returned. He stated that there was really no consensus but that the residents want police enforcement.

Alderman Beilke stated that there was a better response the second time around. She stated she liked the resident comment regarding taking over the lot at Eleanor and Elm but the lot may be too far from the school.

Mr. Gombac stated he approached the school about building a parking lot but the property is in a floodplain which creates issues, such as a flooded parking lot.

Alderman Beilke stated there is parking available near the football field but no one wants to park there so they will not park in a satellite parking lot.

Alderman Beilke stated there is one resident in particular on Evans that calls the most. She stated this resident liked the permit parking and parking on one side of the street.

Alderman Seifert stated that it appears that most people just don't care. He suggested putting it back in their lap to come up with a consensus then bring it back to us.

Alderman Beilke asked if the City can we go ahead and do something.

Mr. Gombac said the City can act.

Chairperson Marchese questioned when the problem is the worst.

Alderman Beilke stated there are parking issues when there are major school wide events. She stated the times are all over the board.

Alderman Seifert suggested changing the current sign to read no parking during school hours or event parking.

Mr. Gombac stated if residents have company they will have to call into the police department.

Alderman Beilke stated residents will have to self-enforce the area as well.

Mr. Gombac suggested coming back with a sample of the sign. He stated existing sign poles could be used.

Mr. Griffith suggested giving the residents a permit to put in a car window.

Alderman Seifert stated that he would prefer not to use the permit system.

Chairperson Marchese stated residents are going to have to contact the police to call in their quests. He suggested staff work on the signage and a draft letter notifying the residents of the signs for the next meeting.

There was no one in the audience wishing to present public comment.

Municipal Services Committee – April 28, 2014

Based on the Committee's direction at the March, 24, 2014, meeting, staff recommends the following signage:

NO
HIGH SCHOOL

OR EVENT
PARKING
ANY TIME
ORDINANCE NO. #####

The signs should have red lettering on a white background, with at least three signs posted per each side of each street.

The City's consultant, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), concurs with the above.

Staff Findings/Recommendation

Staff recommends the Committee make a recommendation to install the above signs.

Municipal Services Committee Review – April 28, 2014

The Municipal Services Committee considered this matter at their April 28, 2014, meeting. The following members were present: Alderman Joseph Marchese – Chairman, Alderman Tina Beilke, Alderman Joerg Seifert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, stated the Committee directed staff to propose signage prohibiting parking for school events. He stated the proposed language is noted in the memo. He stated the traffic consultant reviewed the proposed signage.

Dan Gombac, Director, stated the total cost of the signs would be approximately \$1,200. He stated the budget does not include this item but there is money in the budget to cover the cost.

Alderman Beilke stated the proposed signage still does not address vehicles parked on both sides of the street when residents have guests. She asked if the Police Department needs to be notified.

Mr. Gombac stated residents need to inform the Police Department when they have guests. He also stated a police officer should be able to determine if there are vehicles parked on the street and there is not anything going at the school, the vehicles are likely guests and not school related.

Alderman Beilke requested a letter go out to residents explaining the new parking regulations and asking for common sense guidelines, asking their guests to park on one side of the street and to call the Police Department to inform them of their guests.

Chairperson Marchese stated residents need to take responsibility and call the Police Department when they have guests. He stated the High School needs to do a better job communicating with the police regarding events.

Without further discussion, Alderman Beilke made a motion to recommend amending the parking regulations to place the proposed parking signage noted in the memo, seconded by Alderman Seifert.

Upon a voice vote, THE MOTION CARRIED by a vote of 3-0.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING
SECTION 9-3-2 (PROHIBITED PARKING)
OF CHAPTER 3 (PARKING RESTRICTIONS)
TITLE 9 (TRAFFIC REGULATIONS),
OF THE DARIEN CITY CODE**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN**

THIS 5th DAY OF MAY, 2014

**Published in pamphlet form by authority of the
Mayor and City Council of the City of Darien,
DuPage County, Illinois, this_day of May, 2014.**

**AN ORDINANCE AMENDING
SECTION 9-3-2 (PROHIBITED PARKING)
OF CHAPTER 3 (PARKING RESTRICTIONS)
TITLE 9 (TRAFFIC REGULATIONS),
OF THE DARIEN CITY CODE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:**

SECTION 1: That Section 9-3-2 (Prohibited Parking) of Chapter 3 (Parking Restrictions),

Title 9 (Traffic Regulations) be amended as follows:

A. Language to be deleted:

Brookbank Road, 7300 block, on both sides of the street between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. on school days.

Elm Street, north side, between Clarendon Hills Road and Eleanor Place between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. Monday through Friday.

Evans Place, 7300 block, on both sides of the street between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. on school days.

B. Language to be added:

Brookbank Road, between Janet Avenue and Elm Street, on both sides of the street, no high school or event parking any time.

Elm Street, north side, between Clarendon Hills Road and Eleanor Place, no high school or event parking any time.

Evans Place, between Janet Avenue and Elm Street, on both sides of the street, no high school or event parking any time.

SECTION 2: The City Municipal Services Department is hereby authorized and directed to post appropriate signs noting the restrictions set forth in Section 1 of this Ordinance.

SECTION 3: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,

ILLINOIS, this 5th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,

ILLINOIS, this 5th day of May, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

Sign dimensions: 18 inches x 24 inches



AGENDA MEMO

City Council

May 5, 2014

Issue Statement

Approval of a Resolution accepting a Storm Sewer Easement from the following properties:

122 Iris Road - PIN 09-23-302-026

126 Iris Road - PIN 09-23-302-025

130 Iris Road - PIN 09-23-302-024

RESOLUTION

Background/History

The residents at 122, 126 and 130 Iris Road have agreed to grant a storm sewer easement to the City in anticipation of the upcoming ditch maintenance program on Iris Road. The scope of work includes installing an under drain pipe through the proposed side yard easements of the participating properties and connect to a storm sewer structure as depicted in [Attachment A](#).

Staff has reached out to the residents for a storm sewer easement to be dedicated only to the City of Darien. The plat requires City Council approval and will be recorded by DuPage County. The following residents have agreed to dedicate a storm sewer easement as per the attached Plat of Easement labeled as [Attachment A](#):

122 Iris Road - PIN 09-23-302-026

126 Iris Road - PIN 09-23-302-025

130 Iris Road - PIN 09-23-302-024

Staff Recommendation

Staff recommends acceptance of a Storm Sewer Easement from the properties listed above.

Alternate Consideration

Not approving the resolution at this time.

Decision Mode

This item will be placed on the May 5, 2014 City Council agenda for formal consideration.

Update Information

At the April 28, 2014, Municipal Services Committee meeting, the Committee directed staff to contact the property owner of 126 Iris Road - PIN 09-23-302-025 and provide an acknowledgement letter to the encroachment of the existing garage on the proposed easement.

[Attachment B](#) is a signed and notarized acknowledgement letter dated April 29, 2014 regarding the easement. In summary, the letter recognizes the existing garage will slightly encroach the proposed

easement. The property owner and successors shall have the right to maintain the existing garage. In the event the garage is raised and rebuilt, the property owner shall abide to the City's most recent building code.

Committee Recommendation

This item will be discussed at the Special Meeting on May 5, 2014 and will provide a recommendation to the City Council on May 5, 2014.

Decision Mode

This item will be placed under New Business on the May 5, 2014 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PLAT OF DRAINAGE EASEMENT FOR THE
INSTALLATION OF A STORM SEWER AT 122, 126 AND 130 IRIS ROAD**

WHEREAS, the CITY OF DARIEN is a home rule unit of local government pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City will require a 5-foot storm sewer easement for the City to install a storm sewer line serving the properties at 122, 126 and 130 Iris Road, Darien, Illinois 60561; and

WHEREAS, the City will require a 10-foot storm sewer easement for the City to install a storm sewer line serving the property at 126 Iris Road; and

WHEREAS, the owners have offered to grant the City easements for providing storm water conveyance; and

WHEREAS, the easements will be located as further described as:

- A. 122 Iris Road, Darien, Illinois 60561, 5-foot easement along west property line:
5-FOOT STORM SEWER EASEMENT, LYING 5 FEET EAST OF THE WEST PROPERTY LINE OF LOT 26, BLOCK 36, IN TRI STATE VILLAGE UNIT 5, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 23, EXCEPT THAT PART LYING SOUTHERLY OF THE CENTERLINE IN THE PUBLIC HIGHWAY KNOWN AS PLAINFIELD ROAD, ALSO THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 26, LYING NORTHERLY OF SAID CENTERLINE OF PLAINFIELD ROAD, ALL IN T-38-N, R-11-E OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREON RECORDED ON JULY 20, 1944 IN BOOK 25 PAGE 24 AS DOCUMENT 465114.

Property Identification Number 09-23-302-026

- B. 126 Iris Road, Darien, Illinois 60561, 5-foot easement along east property line:
5-FOOT STORM SEWER EASEMENT, LYING 5 FEET WEST OF THE EAST PROPERTY LINE OF LOT 25, BLOCK 36, IN TRI STATE VILLAGE UNIT 5, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 23, EXCEPT THAT PART LYING SOUTHERLY OF THE CENTERLINE IN THE PUBLIC HIGHWAY KNOWN AS PLAINFIELD ROAD, ALSO THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 26, LYING NORTHERLY OF SAID CENTERLINE OF PLAINFIELD ROAD, ALL IN T-38-N, R-11-E OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREON RECORDED ON JULY 20, 1944 IN BOOK 25 PAGE 24 AS DOCUMENT 465114

Property Identification Number 09-23-302-025

C. 126 Iris Road, Darien, Illinois 60561, 10-foot easement along west property line:

10-FOOT STORM SEWER EASEMENT, LYING 5 FEET WEST OF THE EAST PROPERTY LINE OF LOT 25, BLOCK 36, IN TRI STATE VILLAGE UNIT 5, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 23, EXCEPT THAT PART LYING SOUTHERLY OF THE CENTERLINE IN THE PUBLIC HIGHWAY KNOWN AS PLAINFIELD ROAD, ALSO THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 26, LYING NORTHERLY OF SAID CENTERLINE OF PLAINFIELD ROAD, ALL IN T-38-N, R-11-E OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREON RECORDED ON JULY 20, 1944 IN BOOK 25 PAGE 24 AS DOCUMENT 465114

Property Identification Number 09-23-302-025

D. 130 Iris Road, Darien, Illinois 60561, 5-foot easement along east property line:

5 FOOT STORM SEWER EASEMENT, LYING 5 FEET WEST OF THE EAST PROPERTY LINE OF LOT 24, BLOCK 36, IN TRI STATE VILLAGE UNIT 5, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 23, EXCEPT THAT PART LYING SOUTHERLY OF THE CENTERLINE IN THE PUBLIC HIGHWAY KNOWN AS PLAINFIELD ROAD, ALSO THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 26, LYING NORTHERLY OF SAID CENTERLINE OF PLAINFIELD ROAD, ALL IN T-38-N, R-11-E OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREON RECORDED ON JULY 20, 1944 IN BOOK 25 PAGE 24 AS DOCUMENT 465114

Property Identification Number 09-23-302-024

WHEREAS, a proposed plat of easement is attached hereto as [Attachment A](#) and made a part hereof; and

WHEREAS, the City has determined that it is in its best interest to permanently utilize the property as described above for a storm sewer easement as granted by property owners of 122, 126 and 130 Iris Road Darien, Illinois 60561, to the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: Authorization. The Mayor is hereby authorized and directed to execute a storm sewer easement attached hereto as “**Attachment A**” and made a part hereof. The City Council approves of and accepts this easement.

SECTION 2: Recordation. The City Clerk is hereby directed to record a certified copy of the Deed Restriction/Covenant with the Office of the DuPage Recorder of Deeds.

SECTION 3: Effective Date. This Resolution shall be in full force and effect immediately upon its passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,

ILLINOIS, this 5th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,

ILLINOIS, this 5th day of May, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

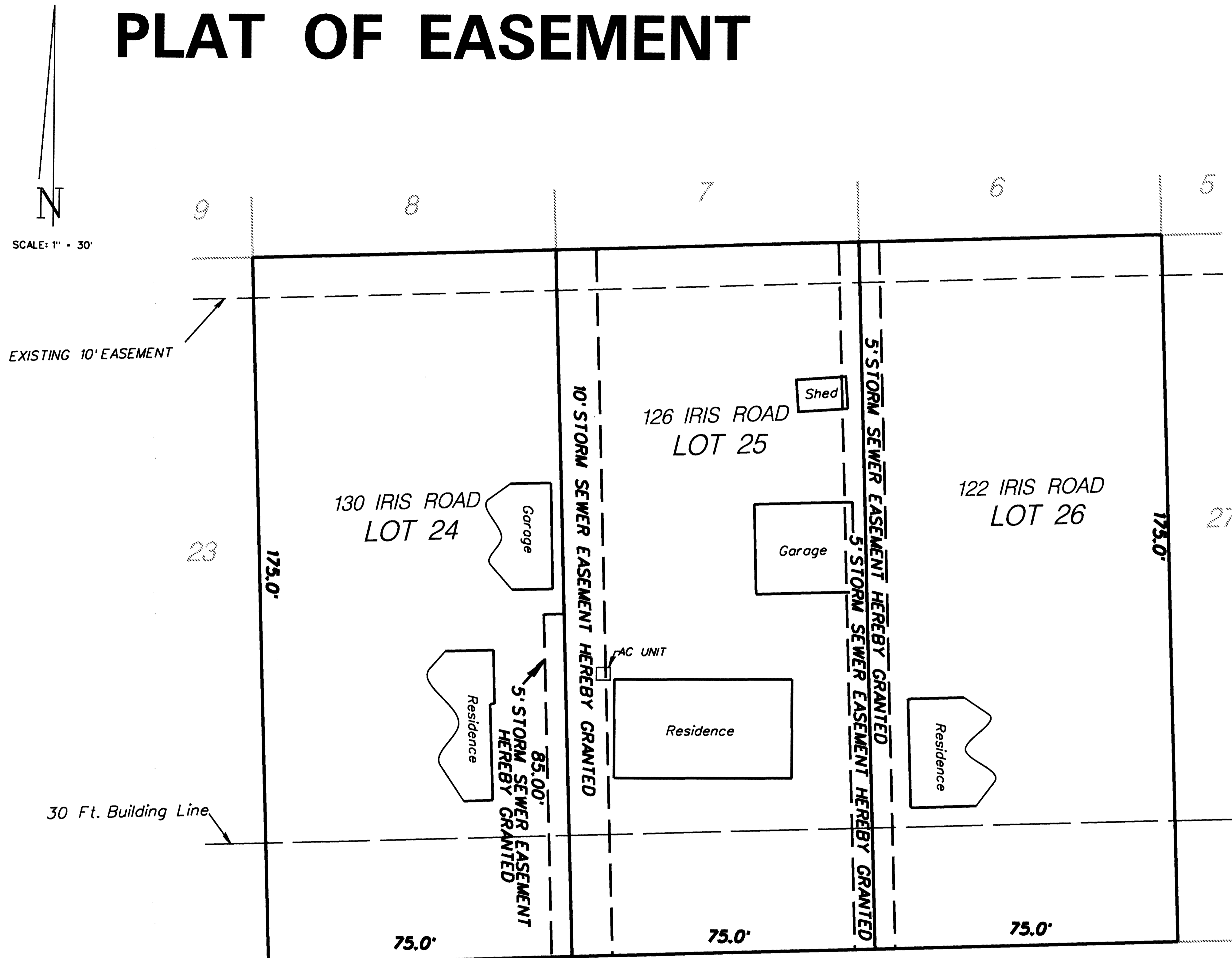
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PLAT OF EASEMENT

122 IRIS ROAD PIN 09-23-302-026 SHEET 1 OF 3
 126 IRIS ROAD PIN 09-23-302-025
 130 IRIS ROAD PIN 09-23-302-024



LEGAL DESCRIPTION - 130 IRIS ROAD - LOT 24
 5.00' STORM SEWER EASEMENT:

THE EAST 5.00 FEET OF THE SOUTH 85.00 FEET OF LOT 24 IN BLOCK 36 IN TRISTATE VILLAGE UNIT NUMBER 5, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 23 (EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE CENTERLINE OF THE PUBLIC HIGHWAY KNOWN AS PLAINFIELD ROAD), ALSO THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26 LYING NORTHERLY OF THE CENTERLINE OF SAID PLAINFIELD ROAD, ALL IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT NUMBER 465114, IN DUPAGE COUNTY, ILLINOIS. CONTAINING 425 +/- SQ. FT.

LEGAL DESCRIPTION - 126 IRIS ROAD - LOT 25
 5.00' STORM SEWER EASEMENT
 AND 10.00' STORM SEWER EASEMENT:

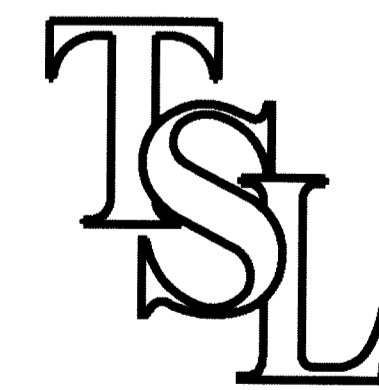
THE EAST 5.00 FEET AND THE WEST 10.00 FEET OF LOT 25 IN BLOCK 36 IN TRISTATE VILLAGE UNIT NUMBER 5, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 23 (EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE CENTERLINE OF THE PUBLIC HIGHWAY KNOWN AS PLAINFIELD ROAD), ALSO THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26 LYING NORTHERLY OF THE CENTERLINE OF SAID PLAINFIELD ROAD, ALL IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT NUMBER 465114, IN DUPAGE COUNTY, ILLINOIS. CONTAINING 2,625 +/- SQ. FT.

LEGAL DESCRIPTION - 122 IRIS ROAD - LOT 26
 5.00' STORM SEWER EASEMENT:

THE WEST 5.00 FEET OF LOT 26 IN BLOCK 36 IN TRISTATE VILLAGE UNIT NUMBER 5, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 23 (EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE CENTERLINE OF THE PUBLIC HIGHWAY KNOWN AS PLAINFIELD ROAD), ALSO THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26 LYING NORTHERLY OF THE CENTERLINE OF SAID PLAINFIELD ROAD, ALL IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT NUMBER 465114, IN DUPAGE COUNTY, ILLINOIS. CONTAINING 875 +/- SQ. FT.

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING SETBACKS AND RECORDED EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF CONSOLIDATION AND RESUBDIVISION DOCUMENT # 91620279 ARE SHOWN HEREON. REFER TO DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.



9575 W. Higgins Road
 Suite 850
 Rosemont, IL 60018
 TEL: (847) 318-9790
 FAX: (847) 318-9792
 wlutz@thomsonltd.com

Thomson Surveying Ltd.

DATE: 04-01-2014 PROJECT NO. 4933
 © THOMSON SURVEYING, LTD., 2014

SURVEYOR'S CERTIFICATE

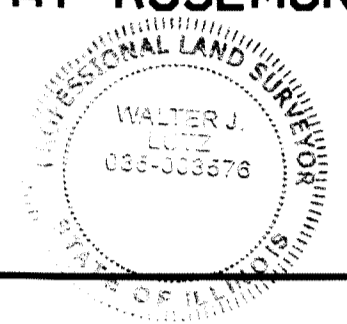
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, THOMSON SURVEYING, LIMITED, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002768, DO HEREBY DECLARE THAT THE PLAT SHOWN HEREON DRAWN WAS COMPILED FROM EXISTING SURVEYS AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE INDICATED HEREON.

GIVEN UNDER BY HAND AND SEAL AT ROSEMONT, ILLINOIS THIS 1 DAY OF APRIL, A.D., 2014.

Walter J. Lutz

WALTER J. LUTZ, P.L.S.



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3576
MY LICENSE EXPIRES NOVEMBER 30, 2014
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2015

OWNER'S CERTIFICATE - 130 IRIS ROAD

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO DECLARE THAT _____ IS THE OWNER OF LOT 24, DESCRIBED IN THE HEREON PLAT, AND HAS CAUSED THE SAME TO BE PLATTED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

OWNER SIGNATURE: *[Signature]*

OWNER SIGNATURE: *Patricia H. Cechowski*

DATED THIS 9 DAY OF April, A.D., 2014.

NOTARY CERTIFICATE

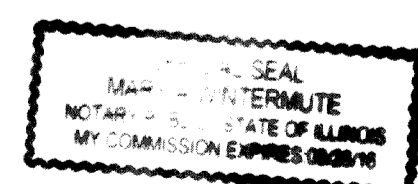
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, *Mary Winkowski* A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT *me & Mrs. Cechowski* IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME ARE SUBSCRIBED TO THE AFORESAID INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DATE IN PERSON AND ACKNOWLEDGED THAT HE SIGNED THE ANNEXED PLAT AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS 9 DAY OF April A.D., 2014 AT Darien, ILLINOIS.

Mary Winkowski

NOTARY PUBLIC



MUNICIPAL STORM SEWER EASEMENT PROVISIONS

PERMANENT EASEMENT FOR PROVIDING STORM SEWER TO THE PROPERTIES DESCRIBED AS SHOWN ON THIS PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF DARIEN, AND THEIR SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, IN, OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON THE AREAS BOUNDED BY THE LOT LINES AND DOTTED LINES ON THIS PLAT AND INDICATED AS STORM SEWER EASEMENT. FOR THE PURPOSES OF THIS PLAT, PROVIDING UTILITY SERVICES SHALL INCLUDE THE RIGHT, BUT NOT THE OBLIGATION, FROM TIME TO TIME, TO INSTALL, CONSTRUCT, RECONSTRUCT, IMPROVE, KEEP, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, RENEW, RELOCATE, REMOVE AND/OR INCREASE THE SIZE, NUMBER AND/OR TYPE OF FACILITIES USED IN CONNECTION WITH TRANSMISSION AND DISTRIBUTION OF STORMWATER, INCLUDING ANY AND ALL GRADING AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, IN, OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON SUCH EASEMENT AREAS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT, BUT NOT THE OBLIGATION, TO INSTALL REQUIRED SERVICE CONNECTIONS ON EACH LOT TO SERVE IMPROVEMENTS THEREON, OR IN ADJACENT LOTS, THE RIGHT, BUT NOT THE OBLIGATION, TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, OVER, UNDER, ACROSS, ALONG, THROUGH OR UPON SUCH EASEMENT AREAS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF OR THE EXERCISE OF GRANTEE'S OTHER RIGHTS PROVIDED HEREIN.

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS PLAT OF EASEMENT APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, IL

AT A MEETING ON _____

BY: _____ CITY CLERK.

PERMISSION TO RECORD

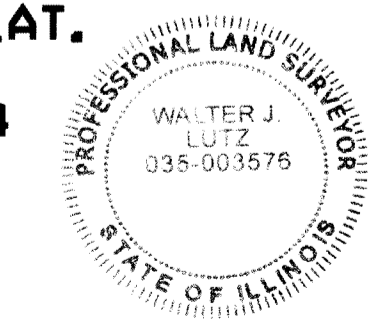
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, THOMSON SURVEYING, LIMITED, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002768, IN ACCORDANCE WITH PA87-0705 (THE PLAT ACT) DO HEREBY DESIGNATE _____ AS THE PERSON WHO MAY RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY US TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS 1 DAY OF APRIL, A.D., 2014

Walter J. Lutz

WALTER J. LUTZ, P.L.S.



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3576
MY LICENSE EXPIRES NOVEMBER 30, 2014
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2015

OWNER'S CERTIFICATE - 126 IRIS ROAD

STATE OF ILLINOIS))
COUNTY OF DUPAGE) SS

THIS IS TO DECLARE THAT Joseph A. Kolibab, Jr. IS THE OWNER OF LOT 25, DESCRIBED IN THE HEREON PLAT, AND HAS CAUSED THE SAME TO BE PLATTED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

OWNER SIGNATURE: Joseph A. Kolibab, Jr.

OWNER SIGNATURE: N/A

DATED THIS 9 DAY OF April, A.D., 2014.

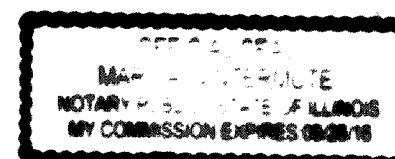
NOTARY CERTIFICATE

STATE OF ILLINOIS))
COUNTY OF DUPAGE) SS

I, Mary W. Westermarck A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT McKenas Cechowski IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME ARE SUBSCRIBED TO THE AFORESAID INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DATE IN PERSON AND ACKNOWLEDGED THAT HE SIGNED THE ANNEXED PLAT AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS 9 DAY OF April A.D., 2014 AT Darien, ILLINOIS.

Mary W. Westermarck
NOTARY PUBLIC



OWNER'S CERTIFICATE - 122 IRIS ROAD

STATE OF ILLINOIS))
COUNTY OF DUPAGE) SS

THIS IS TO DECLARE THAT BRIDGET BUTLER IS THE OWNER OF LOT 26, DESCRIBED IN THE HEREON PLAT, AND HAS CAUSED THE SAME TO BE PLATTED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

OWNER SIGNATURE: Bridget Butler

OWNER SIGNATURE: N/A

DATED THIS 14th DAY OF April, A.D., 2014.

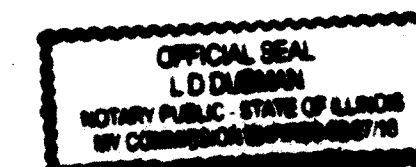
NOTARY CERTIFICATE

STATE OF ILLINOIS))
COUNTY OF DUPAGE) SS

I, L.D. Dubman A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT BRIDGET BUTLER IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME ARE SUBSCRIBED TO THE AFORESAID INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DATE IN PERSON AND ACKNOWLEDGED THAT HE SIGNED THE ANNEXED PLAT AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS 14th DAY OF April A.D., 2014 AT Darien, ILLINOIS.

L.D. Dubman
NOTARY PUBLIC





CITY OF DARIEN

In the County of DuPage and the State of Illinois
Incorporated 1969

April 29, 2014

Joseph A. Kolibab, Jr
126 Iris Rd
Darien, Il. 60561

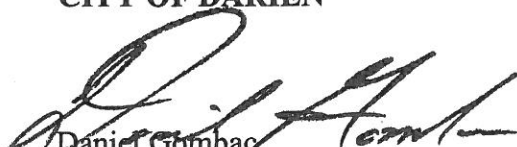
Dear Mr. Kollibab:

This letter is in reference to the Plat of Easement dated April 4, 2014, and as prepared by Thomson Surveying Ltd, Project No. 4933. The City of Darien hereby grandfathers the existing garage to be maintained within the easement as depicted within the Plat of Easement. The garage shall be allowed to be maintained under existing ownership and to all successors. In the event that the garage shall be razed and rebuilt, the property owner shall be required to abide to the most current City of Darien codes effective at the time of permit application. The property owner shall be allowed to maintain the existing garage structure.

We are requesting the property owner's signature and a notarization to acknowledge the above conditions. Upon your signature the City will record this letter along with the Plat of Easement. A copy of the documents will also be forwarded following the recording of the document with Dupage County.

Should you have any further questions regarding this matter, please feel free to contact me at (630) 353-8106 or via e-mail at dgombac@darienil.gov.

Sincerely,
CITY OF DARIEN



Daniel Gombac
Director of Municipal Services

cc:

Kathleen Weaver, Mayor
Tina Beilke, Alderman Ward 2
Bryon Vana, City Administrator
Daniel Salvato, Superintendent of Municipal Services

SIGNATORY PAGE

Owner Signature: Joseph P. Kolinski Jr

Dated this 30TH Day of APRIL, A.D. 2014

Notary:

I, Mary Wintermute

A Notary Public in and for said county, in the State aforesaid, do hereby certify that

is personally known to me to be the same person whose name are subscribed to the aforesaid instrument as such owner, appeared before me this date in person and acknowledged that he signed said letter dated April 29, 2014 as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 30 day of April A.D.2014 at Darien Illinois

Notary Public Mary Wintermute

