AGENDA Municipal Services Committee June 26, 2017 6:30 p.m.

- 1. Call to Order & Roll Call
- 2. Establishment of Quorum
- 3. New Business
 - a. PZC 2017 02: 7620 Wilton Court: Petitioner seeks approval of a variation to allow boat storage on their existing driveway in their front yard
 - b. 2225 Shannon Court: Petitioners seek approval of a Plat of Vacation of Oldfield Road right-of-way to add to their home site
 - c. <u>2109 Cottage Lane:</u> Petitioners seek approval of a re-subdivision plat of Lot 20 in Rolling Knolls to adjust the width of side yard easements and building setbacks
 - d. Resolution Approval of a resolution authorizing the purchase of one new 2017 Ford F-250XL 4X4 Super Cab from Currie Motors in the amount of \$41,719
 - e. <u>Resolution</u> Approval of a resolution authorizing the mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. In an amount not to exceed \$29,204 for Conceptual Design Services for the Cass Avenue and I-55 Cloverleaf Interchange
 - f. Resolution Approval of a resolution to enter into a contract with Amber Mechanical Contractors for the removal and replacement of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, in amount not to exceed \$453,731 and A contingency in the amount of \$15,000 for unforeseen repairs related to the removal and replacement of HVAC components
 - g. <u>Ordinance</u> Consideration of an ordinance amending the Liquor Control Regulations, Section 3-3 of the City Code, to create a new liquor license, a Class P License and to amend the Class H License and to reduce the number of licenses from three to two
 - Ordinance 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
 - i. Minutes May 22, 2017 Municipal Services Committee
- 4. Director's Report -
- 5. Next scheduled meeting July 24, 2017
- 6. Adjournment

AGENDA MEMO

Municipal Services Committee June 26, 2017

<u>Case</u>

PZC 2017-02

7620 Wilton Court

(Schimel)

Issue Statement

Petitioners seek approval of a variation to allow boat storage on their existing driveway in their front yard.

General Information

Petitioners/Property Owners:

Ted and Diane Schimel

Property Location and PIN#:

7620 Wilton Court, PIN# 09-29-411-012

Zoning / Land Use:

Site:

R-2 / single-family residence

North and East:

R-2 / single-family residence

South and West:

R-2 / single-family residence

Comprehensive Plan:

Low Density Residential

Size of Property:

15,647 square feet (R-2 = 10,000 min)

Natural Features:

All yards slope down from house to property lines

Transportation:

History:

Front loading garage with driveway to Wilton Court 9/3/09 Notice of boat storage violation

12/10/09

Ticket for boat storage violation

3/29/10

Petition for variation

5/3/10

Petition denied

5/5/10

Notice of boat storage violation

12/6/16

Notice of boat storage violation

1/3/17

Ticket for boat storage violation

Documents Submitted by Petitioners and attached to this memo

1. Petition dated February 28, 2017

2. Plat of Survey

3. Letter dated May 30, 2017

Zoning Provisions

Section 5A-5-11(A):

RV's may be stored in rear or interior side yards only.

All RV's shall be stored on hard surface meeting setbacks for driveways.

Driveways shall be 5 feet from side property line and not in easement. Section 5A-11-3 (A): Curb cuts for driveways permitted in front or corner side yards.

Section 5A-2-2-3:

Variation Authority and Standards

ILCS Section 11-13-4: Variation Conditions

Development Description

The owner's house has an attached garage and they have been parking their boat on their front driveway, which is not permitted by City Code. They have received notices of violation and tickets for this violation. Their 2010 variation petition was for a new single driveway in the rear

yard off Manning Road that would provide access to a new garage for boat storage in their rear yard. The City Council voted to deny on 5/3/10 based on the proposed driveway creating a traffic safety hazard on Manning Road.

Their 2017 petition included a plan for a new circular driveway in the rear yard that would provide access to a new boat storage pad in their rear yard. The boat could be towed to and from the storage pad without any backing up on the driveway or Manning Road. If such zoning variation was approved, an engineering and grading plan for construction of the driveway would be required for City review and building permit.

At the PZC public hearing on May 3, the Petitioners asked for a continuation to possibly modify their proposal. On May 30, the Petitioners sent a letter explaining their preference to store their boat on their existing driveway in front of their garage, thus requesting a variation to City Code section 5A-5-11 (A), which otherwise prohibits storage in front yard.

Staff Plan Review Comments

There is sufficient space in the rear and side yards for boat storage, which would comply with the Recreational Vehicle standards in the City Code. However, construction of a driveway extension from the front driveway to access either of these storage side yard storage areas may be located closer than 5 feet from the side lot line and possibly within the easement and thus would require a variation to the Driveway standards in City Code. The slope of the east side yard may require some structural design to elevate such driveway possibly 1-3 feet while preserving the drainage and utility function of the easement,

City Attorney John Murphey issued a memo saying that boats stored on front driveways do not qualify as legal non-conforming, thus are not permitted or 'grandfathered in'.

The Petitioners 5/30/17 letter referenced case number PZC 2017-01. That case was a variation that was approved for boat storage in the Rolowicz front yard. It had a somewhat different fact situation and property layout than the Schimel property, being a corner lot where the house was turned so that the front of the house faced the cornerside (Comstock Lane) and the side of the house was towards the front of the lot (Walnut Drive) and the boat storage area was screened from view.

A motion to recommend approval or denial should be based on specific features of the property that makes it a 'practical difficulty or particular hardship' to comply with City Code and whether the evidence presented shows compliance with the variation standards.

The petitioners did not present evidence to show the hardship features and compliance with the variation standards, however there was related discussion at the hearing.

PZC Hearing

At the public hearing on June 7, the petitioners remarked that there are boats in front yards of other houses in Darien. No numbers or locations of other boats were given. They said all their neighbors were in favor of them storing their boat in their front yard. No neighbors were present to testify and no correspondence was received for this hearing. Two neighbors testified at the May 3 hearing saying they were fine with the boat being in the front driveway. One letter was received from a neighbor opposing the variation objecting to this large boat stored on the property. One letter was in favor of the variation that would allow a driveway from Manning Road. Alderman Sylvia McIvor testified by showing photos of the subject site and discussing how other options for storing a boat on this property are problematic. Minutes of the June 7, 2017 hearing are being prepared. The petitioners said they have owned the boat for 14 years.

The PZC voted 6-0 to recommend approval as presented, based on a finding that the proposed variation meets all standards for variations, and the variation should be limited by 3 conditions;

- 1. The variation should be for one boat only.
- 2. The variation should expire when the Schimels no longer store their boat on this property.
- 3. The variation should expire when the Schimels sell this property.

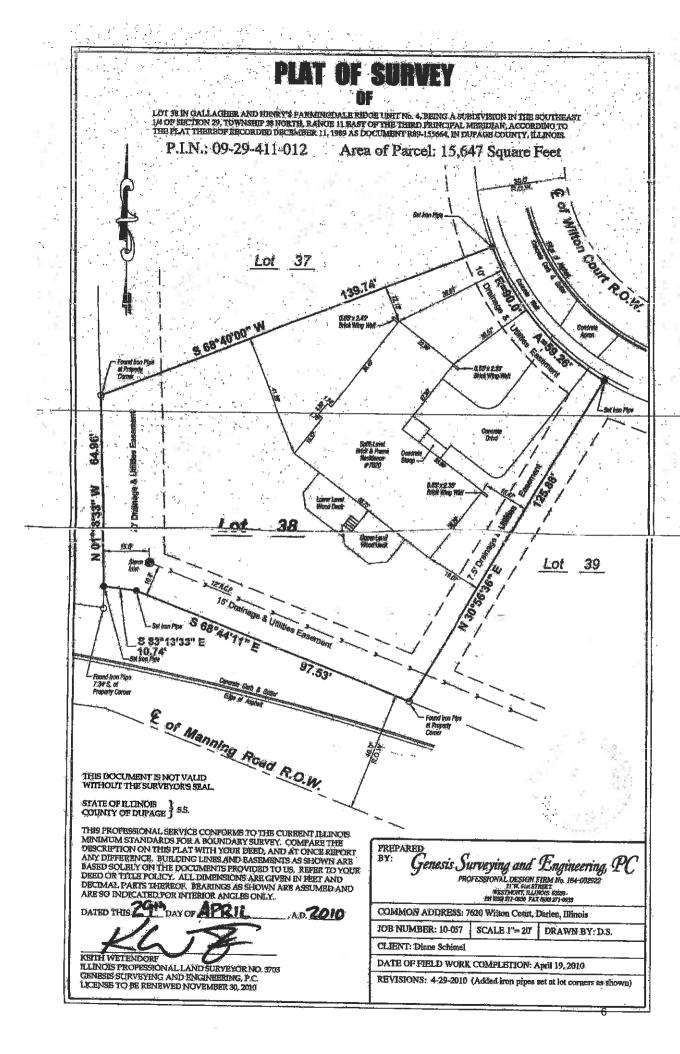
Documents attached to this memo by staff

- Photos
- Correspondence from neighbors
- PZC minutes of 5/3/17 public hearing
- Draft ordinance
- Zoning Code Sections for recreational vehicles and driveways
- Variation Authority, Standards, and Conditions

Decision Mode

Planning and Zoning Commission: June 7, 2017
Municipal Services Committee: June 26, 2017
City Council: July 17, 2017

CITY OF DARIEN, ILLINOIS, Community Development De	partment	Staff Use Only
Variation/Special Use/Rezoning petition to the Mayor and City Council of the City of Darien:		Case No.: P2C 2017-62 Date Received: 2/25/17 Fee Paid: \$360
PETITIONER INFORMATION		Check No.: 540) Hearing Date: 4/5/17
Ted and Diane Schime	Diane Sc!	h'ime l
Ted and Diane Schime Contact Name	7620 Wilton C- Address, City, State, Zip	L. Darien, IL 60561
Address, City, State, Zip Code	630-241-0 Phone #	
630-241-4997 Phone #	Yoursmile 20	a) comcast net
Fax #		
Email (Same)		
PROPERTY INFORMATION		
7620 Wilton Ct., Darien 6056/ Property address	15,647 g	quare feet
09-29-411-012 PIN(s)	<u>Residentia</u>	L
Provide legal description on a separate sheet and attach, such	as the plat of survey.	
REQUEST		
Brief description of the request(s):	Xi Variation □ Special Use	□ Simple Variation □ Rezoning
Provide Storage for Boat/Tr Driveway with TurfStone		a retorning
See Plat of Survey	Add New !	andscaping
,		
record or the attorney for the owners of record of the aforesaid described pr	ereby certify that I am the owner of operty) and I hereby make applicati	record (or one of the owners of ion as such.
Subscribed and sworn to before this day of March_	20	1
Dorothe M. Hathaway	OFFICIAL SEAL DOROTHY M HATHAWAY ITARY PUBLIC - STATE OF ILLINOIS	
	Y COMMISSION EXPIRES:05/17/20	



May 30, 2017

City of Darien 1702 Plainfield Road Darien, IL 60561

Re: Variance 2017-02/Continuance Public Hearing June 7, 2017

Dear City Officials and Commissioners,

Please see our ideas and plans for our variation 2017-02.

We are asking for all imput to make this a successful result.

- In 2004 we spoke to Ashley in Darien Public Works about keeping our boat on the driveway. Ashley said "no problem" you may store the boat on the driveway.
- Suggest "Grandfathering this propterty" for front yard storage.
- We have had many great seasons of fishing trips and sharing fish with neighbors and friends for many years since 2004.
- Hardships became a tuff time for us with the disability of Ted in 2007.
- Neighbors have supported and agreed to keep the boat on the driveway versus rear access off of Manning Road.
- Property is located in a quiet cul da sac with very little traffic.
- Variance 2017-01 has been approved for front yard storage of 2 boats on May 1, 2017.

We hope and pray for a positive outcome for our trying to work with the City of Darien to remain in compliance with all other boaters and RV's in our city, a "Nice Place to Live."

Ted & Diane Schimel 7620 Wilton Court Darien II 60561





Rosenthal, Murphey, Coblentz & 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:

Bryon Vana Dan Gombac Steve Manning

Fr:

John B. Murphey

Date:

June 5, 2017

Re:

Schimel Boat Storage Issue

Mr. and Mrs. Schimel are seeking to obtain relief in order to allow them to park a boat on their property. A question has arisen as to whether boat storage in violation of the Zoning Ordinance could be construed to be "grandfathered."

In the context of zoning, the term "grandfather" or "grandfathering" refers to what the Zoning Ordinance calls legal "non-conforming building structures and uses," found in Section 5A-4-2 of the Zoning Ordinance. A non-conforming building, structure, or use is one which existed lawfully at the time of the effective date of City zoning regulations, and may continue in existence.

An example of a non-conforming use would be a multi-family structure that was lawfully built but now is in a zone which allows single family only. Non-conforming buildings and structures are those which were legal when built, but which do not conform to current Code requirements relating to bulk, setback and the like. The terms "buildings" and "structures" are used synonymously. They refer to permanent improvements made to the land such as houses, garages, gazebos, sheds and the like.

A boat or a recreational vehicle does <u>not</u> qualify as a land use, or as a building or structure. Therefore, the concept of legal non-conforming or grandfathering has <u>no</u> applicability in the situation of a boat on a trailer which is parked on property in violation of Code requirements.

Case: PZC 2017-02 SUMMARY OF PRE-HEARING PUBLIC COMMENTS

as of April 27, 2017

13-Apr	NcNaughton Development Inc.	Cottage Lane	requested screening
17-Apr	Pawan Gupta	7616 Wilton Court	adverse effects: aesthetics, disharmony, tree removal, safety, public utilities, property value, cost, setting precedent. also in favor of allowing boat to stay in driveway
17-Apr	Ted & Diane Schimel	7620 Wilton Court	purchased boat in 2004
18-Apr	Al DeRuiter	2021 Manning Road	driveway with Turfstone will look green and have drainage, no effect on property values, access to Manning Road should be safe, trees to be removed are like weeds
18-Apr	Michelle James	2017 Judd Street	opposed, no boat storage on property
27-Apr	Skaria Thomas	7627 Wilton Court	opposed
27-Apr	Mike Walsh	7631 Wilton Court	opposed
27-Apr	Blanca and Rubin Rodriguez	7628 Wilton Court	opposed
27-Apr	John and Helen Kalata	7624 Wilton Court	opposed
27-Apr	Doug and Katie Hodak	7612 Wilton Court	opposed
27-Apr	Don and Diane Brzozowski	2013 Judd Street	opposed
27-Apr	Pawan Gupta	7616 Wilton Court	opposed



April 13, 2017

Mr. Daniel Gombac City of Darien 1702 Plainfield Road Darien, Illinois 60561

RE: 7620 Wilton Court

Dear Mr. Gombac,

We are in receipt of the public hearing notification for the variation hearing for the above referenced location. Though we have no opinion on the matter itself, we would ask the City Council to consider some screening of the proposed improvement if the variation is granted. We have attached photos of the view of the yard from our prospective. There was a great deal of scrutiny placed on our buffer requirements and we would hope that it would be repeated in this matter. Thank you.

John Ban

JB/kn

From:

Pawan Gupta <pgupta7616@gmail.com>

Sent:

Monday, April 17, 2017 10:00 AM

To:

Kathy Weaver; Ted schauer; Tina M. Beilke; Joseph Kenny; Thomas Chlystek; Joe Marchese; Sylvia Mcivor; Tom Belczak; Steven Manning; Dan Gombac; JoAnne E.

Ragona; Michael J. Coren

Cc:

Hodak; Katie Hodak; Kumud Gupta; Jeff May (78may@comcast.net); jdmay29

@amail.com

Subject:

Public Hearing (Case #2017-02) on April 19th, 2017 for consideration of a second

driveway (Circular) at 7620 Wilton Court, Darien

Attachments:

Driveway Letter, Rev 3.docx; 7620 Wilton Court-Darien - Plat Survey.pdf; Public Notice-

Hearing-April 19-2017.pdf

Dear Mayor, Alderman, Alderwoman, City Planner, Director of Municipal Services:

This email is about "Public Hearing (Case #2017-02) on April 19th, 2017 for consideration of a second driveway (Circular) at 7620 Wilton Court, Darien"

As neighbors, we are concerned with the proposal to allow this variance for storage of boat and extended circular driveway in the backyard. The attached documents highlight a collective feedback of residents across Wilton Road, Judd, Brunswick, Cottage (Rolling Knolls development) & Manning. Also, included "Plat Survey" & "public notification" for hearing on April 19th, 2017.

We understand that our neighbors have a need to store their boat, currently parked on their front driveway for last 25 years. The majority of the neighbors we have spoken to are supportive of the idea to allow a variance in the ordinance that would allow storage of their boat on front driveway. This would be subject to a periodic review – time line to be determined by sitting council members.

Please review the contents and we trust that you will agree with the logic presented in this letter and decide to prohibit the proposed construction.

Thanking you,

Yours Sincerely.

Your City residents from Brunswick, Cottage, Judd, Manning & Wilton

April 14, 2017

City of Darien Attn: Representatives and Elected Officials 1702 Plainfield Rd Darien, IL 60561

Subject: Public Hearing (Case #2017-02) for consideration of a second driveway (Circular) at 7620 Wilton Court, Darien.

All neighborhood residents recently received a letter from the Darien City Council concerning "Public Notification Case #2017-02". A hearing will be conducted on April 19 at 7:00 PM to consider a variance allowing the subject property owners to construct a circular driveway in the backyard for the purpose of boat storage. The public notification and plat survey are attached for your reference.

This is the second time the owners are seeking approval for their backyard driveway. The initial attempt was rejected by the City Council in 2010. The previous attempt included a direct (straight) driveway which presented pronounced safety concerns. To reduce the concerns, the owners now seek to construct a circular driveway.

A neighborhood representative surveyed residents living on Wilton, Judd, Manning, Brunswick, and Cottage. From solicited feedback, it is a concern this proposed construction will have adverse effects on the neighborhood. The primary concerns are related to:

- **Aesthetics** to install the driveway, the yard will be demolished and replaced in large part by a concrete driveway.
- Disharmony the adjacent backyards are designed to have open plan. The insertion of a
 driveway (and boat) of this size will dramatically change the landscape. Existing or future owners
 of this property can use this for storage of their cars, campers, RVs, or other large items. Once
 this exception is made, it is irrevocable.
- Tree Removal several large trees along Manning Road will be removed (by necessity) to allow for the new construction. These trees provide a needed barrier to Manning Road traffic and offer a more secluded feel to the neighborhood. Traffic noise is certain to encroach on the adjacent areas.
- Safety maneuvering the boat in/out of the driveway presents safety concerns. Manning Road is narrow and on a blind hill. Even though this is private property, it is plausible public traffic may on occasion use this feature as turnaround.
- Public Utilities an existing storm drain interferes with the proposed construction and may require a culvert system adding to the required scope of work.
- Property Value the property is expected to appeal less future buyers, and more importantly, negatively affect surround lots.
- Cost to Residents effected neighbors will be unjustly subjected to (easily) hundreds, perhaps thousands of dollars for new screening with trees/bushes for the privacy, noise reduction, and unsightly view of the yard's new contents.

We understand storing the boat on the owner's property affords immediate access and avoids storage costs, however the magnitude of costs to construct the driveway far outdistances the cost of storage. Furthermore, the owners currently store the boat in the front driveway which, although against city ordinance, has been allowed by the city as long as residents take no issue with it. There is a feasible alternative to the proposed construction — allow a temporary variance for a designated period subject to renewal on a regular (perhaps annual) basis. Although not as ideal as removing the boat entirely, it is the lesser of two evils.

As neighbors, we are assessing our options for voicing our collective opinion. We seek to advise the city that this variance should not be approved. We rely on our city representatives to impose regulations – regulations enacted for the benefit of all. By allowing variances, especially one of this size and complexity, precedent may be set and give way to countless others. As you know, this neighborhood is attractive not only for its location and quality of homes, but the level of seclusion it offers. The recent Rolling Knolls housing development compromised the SW area. This proposed construction is another step in the wrong direction.

Points to consider:

- 1. For last <u>25 years</u>, the boat has been parked in front driveway. None of the neighbors are demanding it be removed despite an ordinance requiring the boat be removed after 72 hours. A feasible alternative is to "allow a temporary variance to the owners to park their boat in front drive way for a designated period subject to renewal on a regular basis (perhaps annual) basis. The current situation is not ideal but is the lesser of two evils as compared to a major (permanent) revamp of the property, landscape, and adjoining roadway.
- Cost of storing the boat versus expenses involved with reconstruction of such magnitude does not make any logical meaning. Expenses involved with reconstruction can pay for boat storage for next 20-25 years.
- 3. The construction of circular driveway in the backyard will change the aesthetics of the neighborhood. The boat and owners may move in the future, but once reconstruction is allowed, the property is changed forever.
- 4. Approving this variance will plausibly set precedent in the neighborhood allowing an undetermined litary of residential variances to follow. Ours is a relatively expensive neighborhood. We do not observe other similar neighborhoods allowing this level of variance for RV storage purposes.
- There is not a Home Owner Association at play to set regulations for the properties rules
 designed to preclude issues as this one. We rely on our alderman and mayor to enforce these
 regulations to help us maintain our neighborhood standards.
- 6. It is likely the construction will adversely affect adjacent property values, which in turn, affects the remaining values in the neighborhood.

We trust you will agree with the logic presented in this letter and decide to prohibit the proposed construction.

PROPERTY PHOTOS



7620 Wilton Court Front Driveway with boat storage



7620 Wilton Court Backyard – all the trees shown would need to be removed to create circular driveway – opening the backyard to traffic on Manning Road. Additionally, a storm drain requires relocation.

From:

TED & DIANE SCHIMEL <yoursmile2@comcast.net>

Sent:

Monday, April 17, 2017 8:51 PM

To:

Pawan Gupta; Dan Gombac; Steven Manning

Cc:

Sylvia Mcivor; Jeff May (78may@comcast.net); Tina M. Beilke; Kumud Gupta; JoAnne E.

Ragona; Ted schauer; jdmay29@gmail.com; Joe Marchese; Hodak; Michael J. Coren;

Kathy Weaver; Thomas Chlystek; Tom Belczak; Katie Hodak; Joseph Kenny

Subject:

RE: Public Hearing (Case #2017-02) on April 19th, 2017 for consideration of a second

driveway (Circular) at 7620 Wilton Court, Darien

Good Evening all,

W purchased our Boat in 2004 and contacted the Village of any ordinances.

At that time, there were no ordinances for RV or Boats for Darien.

We built our home and was completed in 1990. The boat was not purchased till 2004?

Please understand, we are working with the Village officials to work through this process in an official matter.

Thank you

Ted & Diane Schimel

On April 17, 2017 at 10:35 AM Dan Gombac dgombac@darienil.gov> wrote:

Good morning Mr. Gupta,

We are in receipt of your correspondence and will be forwarding the material to the reviewing bodies. Please note, the variance is for a second driveway and curb cut on Manning Road. The boat may be stored in a side yard or rear yard provided that the wheels and stands are on a hard surface. In other words, if there were no trees adjacent to Manning Rd and the boat could be trailered over the curb, through the grass, (no curb cut or driveway) and the boat was placed onto a hard surface, (patio blocks, pavers, cement pads, asphalt...) the boat would be in compliance.

Sincerely

Daniel Gombac Director of Municipal Services 630-353-8106

To receive important information from the City of Darien sign up for our electronic newsletter:

DARIEN DIRECT CONNECT

From:

Al <deruiter_1@yahoo.com>

Sent:

Tuesday, April 18, 2017 7:26 PM

To:

Kathy Weaver; Ted schauer; Tina M. Beilke; Joseph Kenny; Thomas Chlystek; Joe

Marchese; Sylvia Mcivor; Tom Belczak; Steven Manning

Subject:

Neighbors

Attention City Council Members.

I received a packet of information in my mailbox around 4/11/17 regarding the public hearing for 7620 Wilton Court Darien, IL. This family has lived quietly in this Darien neighborhood for 25 years and this is how their neighbors treat them? Making a way to comply with Darien's laws utilizing their own property is a good thing. It's their back yard. They pay taxes to call it their own back yard. Using Turfstone and a small slab of asphalt to park their boat on is a great plan. It will look green with grass and will provide drainage. As for the idea that this circle drive will change things forever, nothing is forever. There used to be a farm house on that property that had a driveway that came out right where the proposed drive will come out. Then Gallagher came along and changed that. When there are new owners who buy the house with the existing drive, they may utilize it, tear it out, or do nothing with it. It's theirs for the choosing, not ours. Every variance is planned and discussed. If approved, it doesn't mean there will be a domino effect. I find it hard to believe this improvement to the property would drive prices down, since it would have 0% effect on their neighbor's property value. When people talk about an open plan for back yards don't they see all the fences that are in place? As for the safety factor, the drive will be in the perfect position to have a clear view in both directions, in the middle of the curve and at the top of the hill. After pulling that boat all those years I'm sure they can make a safe turn in and out of his own driveway onto a 25 mph street. As for the trees they're weed trees not some beautiful oak. This is America let people have some freedom in their own backyard. An additional thought, they will pay for the entire project, no tax dollars should or will be used to complete it.

Regards,

Al DeRuiter 2021 Manning Rd. Darien, IL 60561

From:

Steven Manning

Sent:

Wednesday, April 26, 2017 9:43 AM

To:

Steven Manning

Subject:

RE: Case#2017-02 7620 Wilton Ct

From: MICHELLE JAMES < iamesgang5605@comcast.net>

To: kweaver@darienil.gov

Sent: Tuesday, April 18, 2017 2:50 PM

Subject: Case#2017-02

Dear Mayor Weaver,

My husband and I have signed the attached petition voicing our opposition to the variance allowing a circular driveway at 7620 Wilton Court, Darien. Not only do we oppose the variance, we object to this large boat stored on the property, as it is on violation of the city code:

- "1. Recreational vehicles may be parked within a front or corner side yard, on a driveway, under the following conditions:
- (a) For loading, unloading, cleaning and related activities for a period not exceeding three (3) consecutive days.
- (b) For temporary occupancy by guests as permitted by this section."

Thank you, Michelle M. James 2017 Judd St. Darien, IL 60561

Dear City of Darien Representatives and Elected Officials,

ROBIN + MICHELLE JAMES

Name:

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction.

Address:			
2017 J	UDD ST.	DARIEN	60561
Signature: Date:	elle Jan	(ec., 11)	Asfa-
4-13-1	17		

Dear City of Darien Representatives and Elected Officials,

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction.

Name: SKARIA THOMAS	
Address: 7627 WILTON CT	DARIEN IL BOSGI
Signature:	
Date: 4/12 - 2017	City of Darien Received

APR 27 2017

Community Development

Dear City of Darien Representatives and Elected Officials,

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction.

Name? Mike Walsh	2444
Address: 7631 Wilton Ct.	
Signature:	
Date: 4/19/17	33

City of Darlen
Received

APR 27 2017

Community Development

Dear City of Darien Representatives and Elected Officials,

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction

as you as not approve the proposed constitution.
Name: Blanca Rodrievez / Ruban Rodrievez
Address:
7628 WILTON CT DARIEN ILL 60561
Signature:
Blum Rodnyus. Rulen Rodnyng
Date:
4-11-17
City of Darien Received
APR 27 2017

ATK &

Community Development

Dear City of Darien Representatives and Elected Officials,

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction.

Name:	
John + Helen Kalata	_
Address: 7624 Wilton Cf	
Signature: Helen Lalata John M	Valuto
Date:	
Pi control of the con	of Darien Received
·	unity Development

Dear City of Darien Representatives and Elected Officials,

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction.

Name:	
DOUG & NATHE HODAK.	
Address:	
7612 WILTON RD	
Signature:	A _a
fly llatob X +	
Date:	
4/10/17	City of Darien
	Received
	APR 27 2017
	Community Development

Dear City of Darien Representatives and Elected Officials,

Name:

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction.

	DON.	OIANE	BK202	OW SKI	
	Address:	JUNO	STK	DARIEN, IL	<u>.60</u> 561
Î.	Signature Date:	<u>(k)</u>	Anne	bygenh!	

City of Darlen Received

APR 27 2017

Community Development

Dear City of Darien Representatives and Elected Officials,

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction.

Name:	
PANDAH GUPTA	_
Address: TG16 POILTON ROAD	_
Signature:	p0ns
Date: 4/19/2017	City of Darlen Received APR 27 2017
	Community Development

MINUTES CITY OF DARIEN PLANNING & ZONING COMMISSION MEETING May 3, 2017

PRESENT: Robert Cortez, Robert Erickson, Bryan Gay, Andrew Kelly, John Laratta, Brian

Liedtke, Lou Mallers, Ray Mielkus, Steven Manning - City Planner, Elizabeth

Lahey - Secretary

ABSENT: None

Acting Chairperson Mielkus called the meeting to order at 7:00 p.m. at the City Hall – City Council Chambers, Darien, Illinois.

Commissioner Mielkus made a motion and it was seconded by Commissioner Laratta to nominate Lou Mallers as Chairperson of the Planning & Zoning Commission.

Upon roll call vote, THE MOTION CARRIED UNANIMOUSLY 8-0.

Chairperson Mallers continued the meeting and declared a quorum present and swore in the audience members wishing to present public testimony.

A. Public Hearing Case: PZC 2017-02 7620 Wilton Court (Schimel) Petitioners Ted and Diane Schimel, owners of the house at 7620 Wilton Court, seek approval of a variation to Section 5A-11-3(A) of the Darien Zoning Code to allow a circular driveway in their rear yard for boat storage.

Mr. Steven Manning, City Planner reported that the petitioners Ted and Diane Schimel have been parking their boat in their front driveway which is not permitted by Code. He reported that they have received notices of violations and tickets. Mr. Manning reported that their first variation petition was for a single driveway in the rear yard in 2010 which was denied based on the proposed driveway creating a safety hazard on Manning Road.

Mr. Manning reported that this is their second petition for a circular driveway in the rear yard for boat storage in the rear yard. He reported that the petitioners may reconsider a single driveway since some the trees in the area have been removed. He reported that the house fronts on Wilton but backs to Manning. He further reported that there is a drainage swale in the rear lot line and utility easement.

The petitioners Ted and Diane Schimel stated that their boat has been there for 14 years and that they were told by the City Council 14 years ago that they could store it there. Ms. Schimel stated that their neighbors do not oppose and agree to keep the boat in its current place. She stated that the City recently cut down a bunch of trees behind the fence.

Ms. Schimel stated that their situation is no different than the City's recent approval for the storage of two boats on Walnut.

Mr. Manning reported that the City has a program in place to trim trees that are in the way of traffic, utility lines, parkways and deceased trees.

Commissioner Cortez questioned if there were implications regarding the utility easement.

Mr. Manning reported that there is a storm sewer in the back yard and the proposed new driveway will go over the sewer. He said the proposed driveway is possible and will not impede the required drainage.

Chairperson Mallers opened the meeting to anyone wishing to present public comment.

Alderman Sylvia McIvor stated that the variation is for a second driveway and since the tree trimming, there is suddenly an opening and potential to come back with a new plan or a single driveway.

Chairperson Mallers suggested tabling the petition to allow the petitioners to provide a new plan.

Mr. Manning reported that the variation is tied to a specific site plan and that the only plan is for a circular driveway.

Commissioner Gay stated that he was not in favor of a circular driveway and it should be up to the petitioners for direction.

Mr. Manning stated that this is a good opportunity for the PZC to provide recommendations to the petitioners. He reported that the last petition they submitted was denied because of safety issues.

Ms. Kumud Gupta stated that she lived to the north and that she is fine with the boat being on the driveway. She stated that it is the best possible solution and everyone in the area would be happy where it is.

Mr. Paul Gotceitas stated that he has been there for over 11 years and the boat has never bothered them. He stated that he would like the boat to stay where it is.

Alderman McIvor stated that she understands that the City has to enforce the Code but all the correspondence that she has received is to leave the boat where it is. She stated that the boat has been there for 14 years.

Mr. Manning referenced the Ordinance and questioned if there was a compelling reason why the boat is in the front and not in the back.

Commissioner Cortez questioned if the area on the north side of the house could be used for storage.

Mr. Schimel stated that there is steep drop off and that the area is used for drainage.

Commissioner Cortez questioned if there was a traffic survey done on Manning Road. He stated that a single driveway poses for safety issues.

Mr. Manning reported that there is no information on traffic on Manning. He reported that the Police Department keeps good data. He further reported that a traffic study can be done at the expense of the petitioner.

Alderman McIvor stated that there are multiple driveways on Manning Road. She stated that they could leave the boat on the driveway for three days move it and then bring it back for another three days. She further stated that there are similar driveways on Plainfield Road and other areas in Darien.

Ms. Schimel stated that the variation is for the driveway and not the storage of the boat. She stated that they fish on Lake Michigan and leave around 2:00 a.m. and there is no traffic.

Mr. Manning reported that there was some discussion about putting the driveway on the side of the house but there is an easement and not enough room. He stated that it may be less expensive to put it in the back yard.

Commissioner Mielkus stated that the single drive is not an option because it was denied in 2010.

Commissioner Liedtke stated that stated that the single driveway is a safety issue. He noted Variation Standard 4 "Does not endanger public safety".

Alderman McIvor stated that there can be specific language tied to the boat. She stated that the petitioners were told by Ashley, Dan Gombac's Assistant in 2004 that they could store their boat where it is located.

Commissioner Laratta stated that the boat has been stored there for a long time and that the City has done nothing about it. He stated that it would be different if this were an issue within the last one or two years.

Commissioner Cortez stated that there are numerous reasons to say that all the variations were explored but that there is a safety issue going from the back.

Commissioner Laratta stated that the petitioner has to decide how they would like to proceed.

Commissioner Kelly questioned if there is a confirmation that the City provided permission.

Mr. Manning stated that there is nothing on record and that there were tickets issued in 2010 and 2016.

Chairperson Mallers stated that the first notice was in 2009.

Alderman McIvor stated that the Ordinance was created in 2008 and the boat was purchased 4 years prior.

Commissioner Gay stated that he was not in support of the variation circular or straight driveway because there is a safety issue. He stated that he would entertain something in the front.

Commissioner Liedtke questioned what time the petitioners returned from the City.

Ms. Schimel stated 2:00 - 3:00 pm.

Commissioner Lietdke stated that he is not in favor of the petition. He stated that there is a significant impact to safety. He further stated that he would consider allowing storage in the front.

Commissioner Erickson stated that he served on the PZC in 2008 when the Ordinance was written and that the Ordinance was written because the Mayor faced a lot of phone calls.

Mr. Manning stated that there was a lot of effort which went into writing the standards and therefore reluctant to change.

Alderman McIvor stated that the City grants variations all the time. She stated that this is a very specific and unique location. She stated that every variation should be looked at case by case and that the petitioners are looking for some guidance.

Chairperson Mallers asked if the petitioners would like to go forward with the variance.

Ms. Schimel stated that the variance was never an issue and not discussed with them. She stated that they would like a continuance to June 8th. She stated that there is a scheduled hearing regarding the violation on May 11th.

Mr. Manning stated that the petitioners also have an option of withdrawing the petition.

CORRESPONDENCE

None.

OLD BUSINESS

Mr. Manning reported that the Carmelite property will be receiving their building permit in the next couple of weeks.

NEW BUSINESS

None.

APPROVAL OF MINUTES

Commissioner Kelly made a motion and it was seconded by Commissioner Mielkus to approve the April 5, 2017 Regular Meeting Minutes.

Upon roll call vote, THE MOTION CARRIED UNANIMOUSLY 8-0.

NEXT MEETING

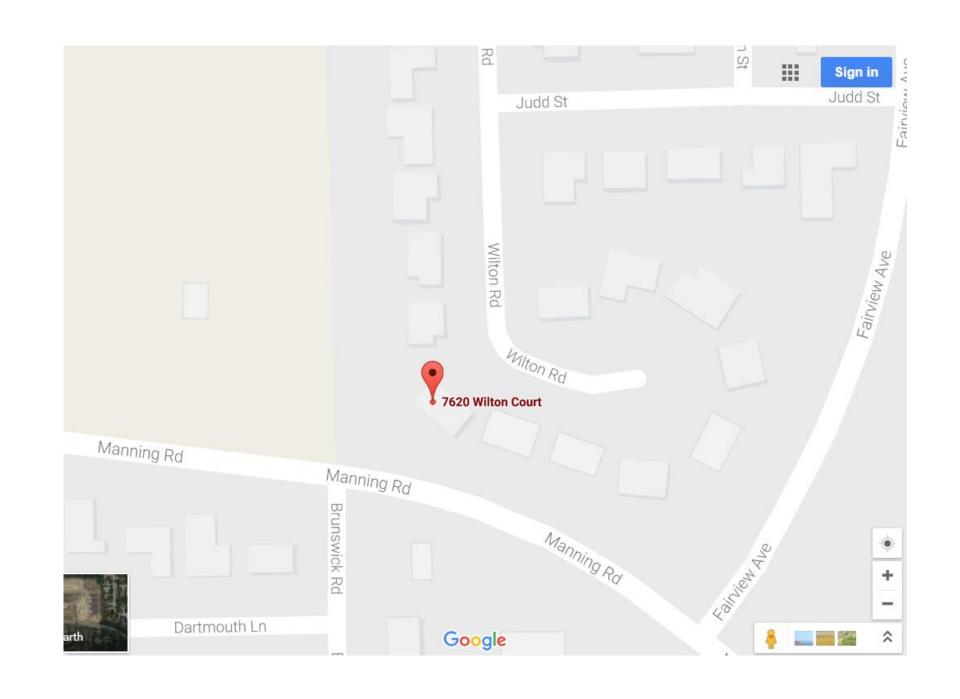
Chairperson Mallers announced that the next meeting is scheduled for Wednesday, May 17, 2017 at 7:00 p.m.

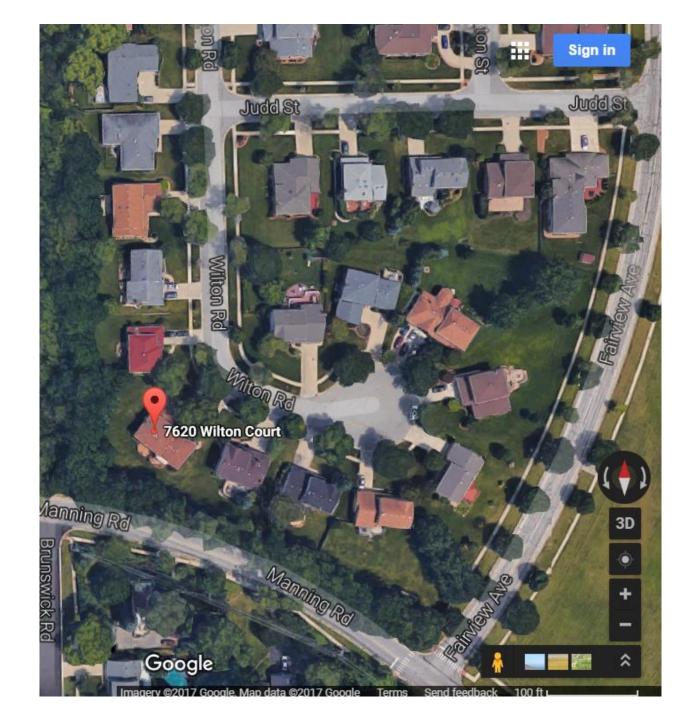
ADJOURNMENT

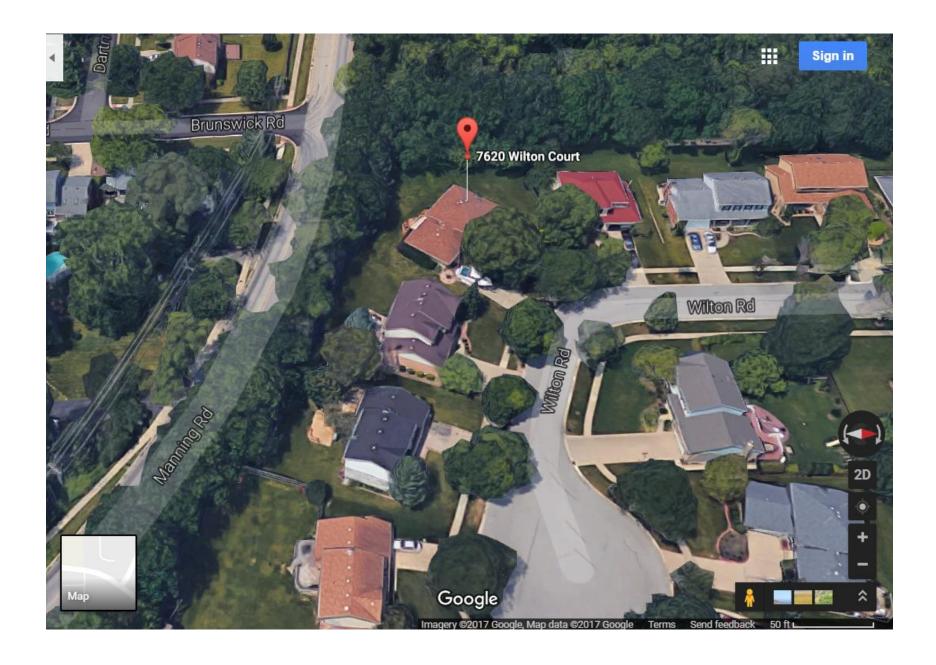
With no further business before the Commission, Commissioner Gay made a motion and it was seconded by Commissioner Kelly. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 8:18 p.m.

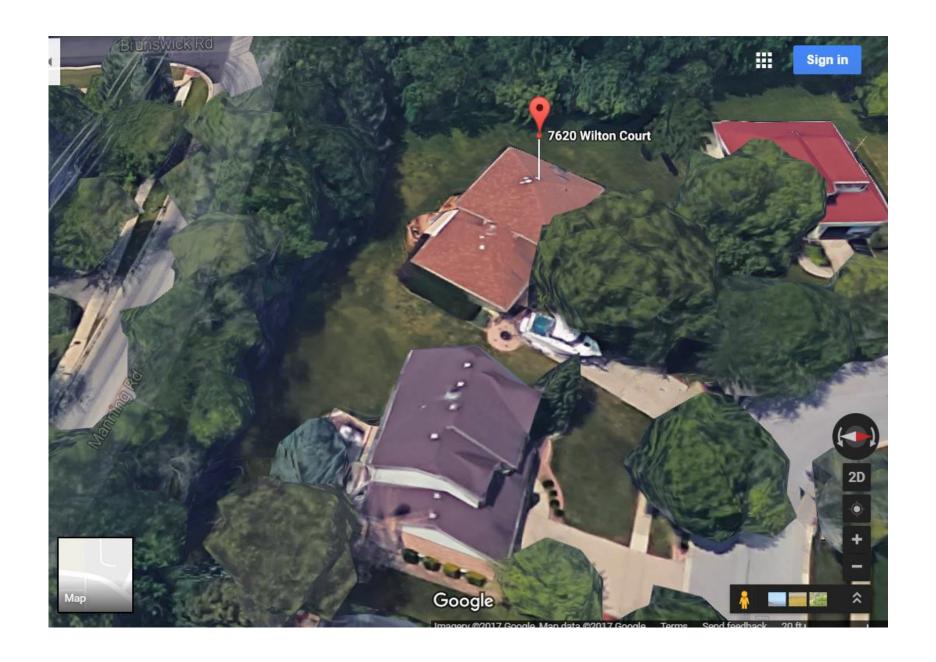
RESPECTFULLY SUBMITTED: APPROVED:

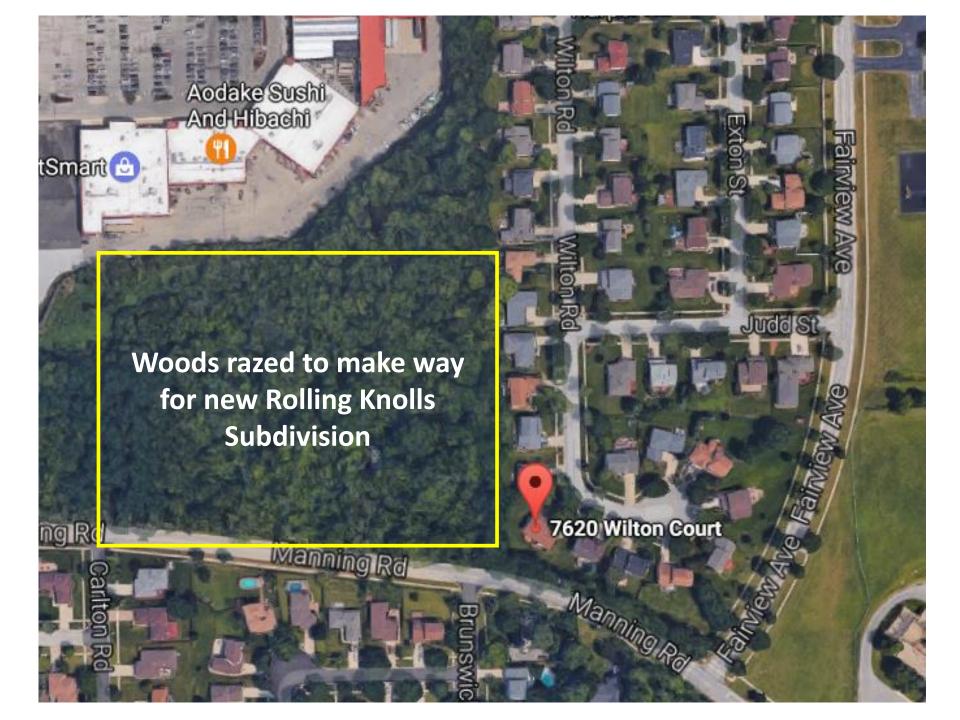
Elizabeth Lahey Secretary Lou Mallers Chairman

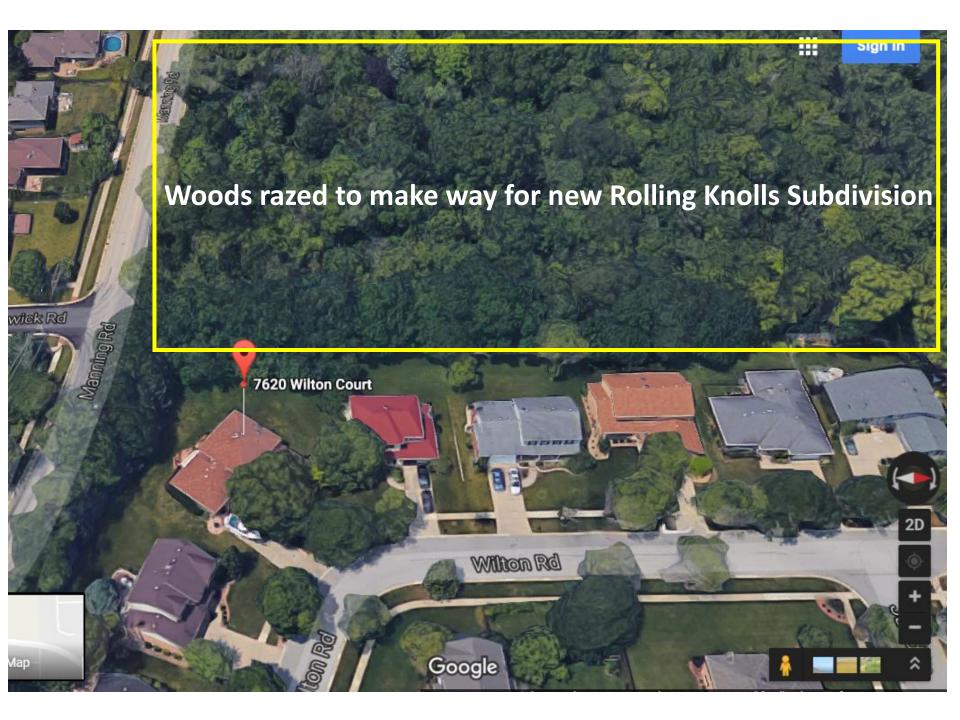


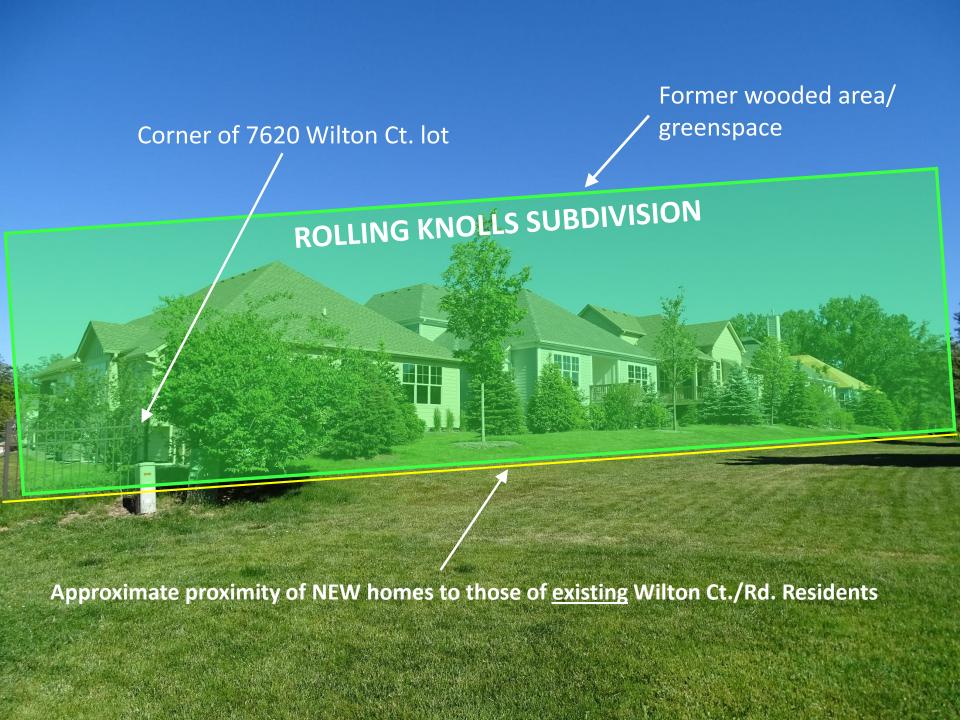




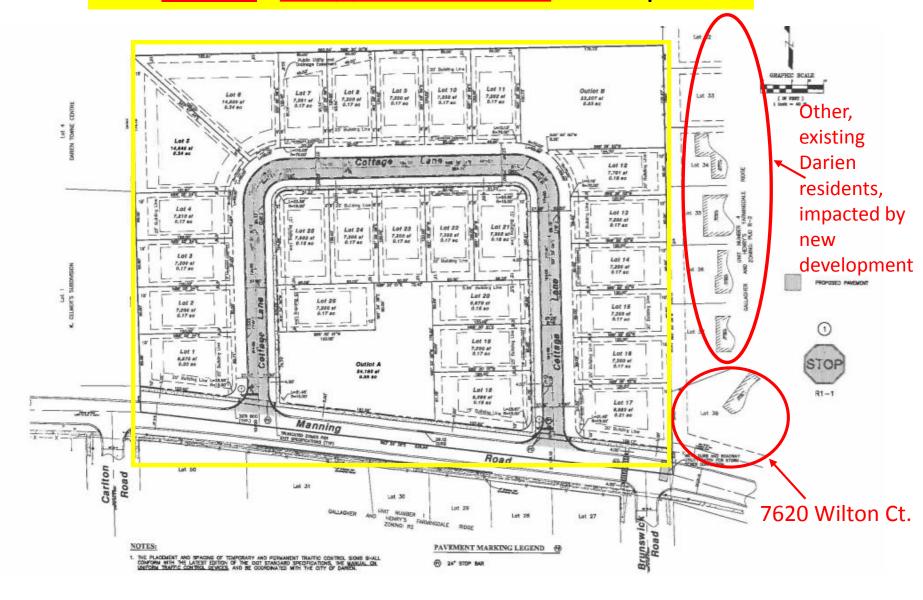








NEW Rolling Knolls Subdivision – <u>REZONED</u> + <u>Nine (9) Variances Granted</u> to Developer





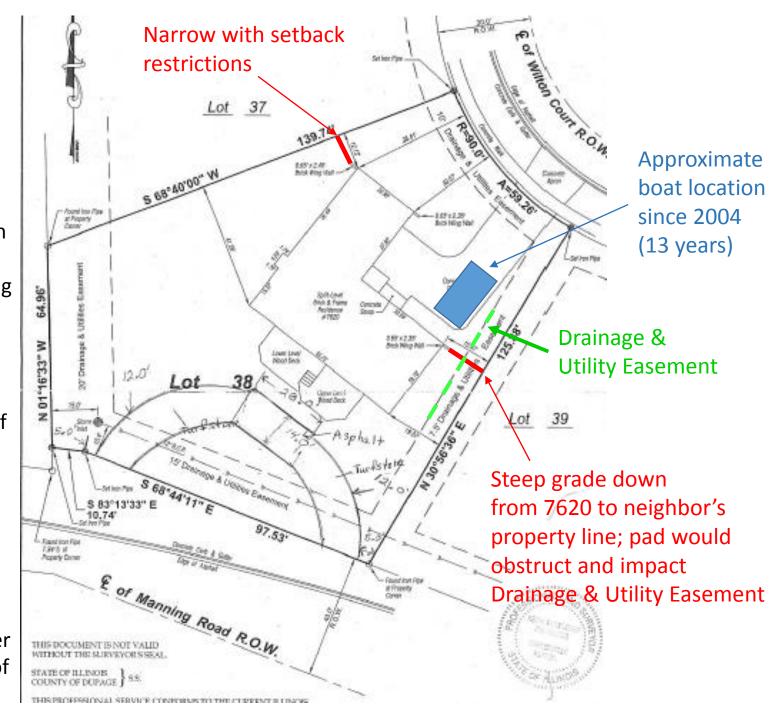








- Property is uniquely positioned at corner bend of Wilton Rd and Wilton Ct
- Property is uniquely positioned with rear property line on Manning Rd
- Home is uniquely positioned at highest point of property
- Neighboring property rezoned and granted 9 variances that were not deemed to alter the character of the locality



CITY OF DARIEN

AN ORDII	ORDINANCE NG NANCE APPROVING A VAI DARIEN ZONING ORDIN	RIATION TO THE
	(PZC 2017-02: 7620 Wilton	Court)
	ADOPTED BY THE	
MAYOR AND CITY	COUNCIL	
	OF THE	
	CITY OF DARIEN	
THIS	DAY OF	, 2017

	0	RDI	MANCE	NO.		
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AN ORDINANCE APPROVING A VARIATION TO THE DARIEN ZONING ORDINANCE

(PZC 2017-012: 7620 Wilton Court)

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 property legally described in Section 1 (the "Subject Property"), is zoned R-2 Single-Family Residence District pursuant to the Darien Zoning Ordinance; and

WHEREAS, the petitioner has requested approval of a variation from the terms of the Darien Zoning Ordinance to allow boat storage in the front yard; and

WHEREAS, pursuant to proper legal notice, a Public Hearing on said petition for variation was held before the Planning and Zoning Commission on June 7, 2017; and

WHEREAS, the Planning and Zoning Commission at its regular meeting of June 7, 2017, recommended approval of the petition herein described and has forwarded its findings and recommendation of approval to the City Council; and

WHEREAS, on June 26, 2017, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and



WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to grant the petition subject to the terms, conditions and limitations described below.

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: Subject Property. This Ordinance is limited and restricted to the property generally located at 7620 Wilton Court, Darien, Illinois, and legally described as follows:

LOT 38 IN GALLAGHER AND HENRY=S FARMINGDALE RIDGE UNIT NUMBER 4, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 3 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 11, 1989, AS DOCUMENT R89-155664, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-29-411-012

SECTION 2: Variation from Zoning Ordinance Granted. A variation from the Zoning Ordinance, Section 5A-5-11: Recreational Vehicles, is hereby granted to the petitioner/current owner of record to allow storage of a boat in the front yard on the front driveway in substantial conformance with Exhibit A: Site Plan attached hereto and made part hereof. The variation shall automatically terminate under the occurrence of any of the conditions set forth in Section 3 of this Ordinance.

<u>SECTION 3: Variation Conditions.</u> The variation is subject to the following conditions:

A. The use subject to the variation be limited to one boat only.

ORDINANCE	NO
OUDINAMIACE.	NO.

- B. The variation shall expire when the petitioner/current owner of record no longer stores their boat on this property.
- C. The variation shall expire when the petitioner/current owner of record no longer owns the property.

SECTION 4: Home Rule. 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 supercede state law in that regard within its jurisdiction.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

IF	FOORD	AND	AFFROVED .	DI THE CIT	COUNCIL	OF THE	CITY	OF
DARIEN	, DU PA	GE C	OUNTY, ILLIN	NOIS, this day of	·		2017.	
AYES:								
NAYS:								
ABSENT	:							
Al	PPROV	ED BY	THE MAYOR	OF THE CITY	OF DARIEN,	DU PAGI	E COUN	TY,
ILLINOI	S, this		day of		2017			

ORDINANCE NO	
ATTEST:	KATHLEEN MOESLE WEAVER, MAYOR
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	

CITY OF DARIEN CITY CODE

5A-5-11: Recreational vehicle

The storage and parking of trailers, tow dollies, snow plow blades, boats, boat trailers, mobile homes, travel trailers, campers, off road vehicles, personal watercraft and other recreational vehicles as defined by the Illinois vehicle code, herein referred to as recreational vehicles, shall be as follows:

- (A) Storage And Parking Of Recreational Vehicles: One recreational vehicle, or one boat on a trailer, or one trailer with up to two (2) personal recreational vehicles, one trailer, one tow dolly or one snow plow blade, when not attached to a vehicle, may be stored outside an enclosed structure within a rear or interior side yard only, subject to the following:
- 1. Recreational vehicles may be parked within a front or corner side yard, on a driveway, under the following conditions: (a) For loading, unloading, cleaning and related activities for a period not exceeding three (3) consecutive days; (b) For temporary occupancy by guests as permitted by this section.
- 2. The recreational vehicle shall not be used or occupied for living, housekeeping or business purposes, except for use by temporary guests not to exceed a period of fourteen (14) consecutive days and for not more than two (2) occurrences in a calendar year.
- 3. The recreational vehicle shall not exceed thirty five feet (35') in length and eight feet (8') in width except that boats shall not exceed twenty five feet (25') in length and ten feet (10') in height, exclusive of antennas, masts, or other accessories.
- 4. All such recreational equipment must be kept in good repair and carry a valid current year's license and/or registration.
- 5. All recreational vehicles shall be parked or stored on an asphalt, concrete or other hard surface material which meets the setback requirement for driveways set forth in subsection <u>5A-11-3(A)4</u> of this title. (Ord. 0-20-14, 7-7-2014)

CITY OF DARIEN CITY CODE

5A-11-3: DRIVEWAY REQUIREMENTS:

- (A) Driveways And Access Points In Residence Districts:
- 1. Pavement Width: The pavement width shall not exceed twenty four feet (24') within a public street right of way, except that the driveway may include a flair at the street not to exceed a radius of three feet (3'). Within the front or corner side yard, the pavement width shall not exceed a total width of thirty five feet (35'), except for circular driveways permitted by this section. A ribbon along both sides of a driveway, not to exceed eighteen inches (18") on a side, consisting of paver brick, decorative stone or similar material, shall be permitted, so long as the setback requirements are met.
- 2. Multiple Curb Cuts For Circular Drives On Interior Lots: Two (2) curb cuts forming one circular drive shall be allowed on interior residential lots that contain a minimum of one hundred feet (100') of street frontage. The width of circular drives on private property shall not exceed thirteen feet (13') in pavement width, except for any pavement that provides direct access into an attached garage.
- 3. Multiple Curb Cuts On Corner Lots: On corner lots, two (2) curb cuts shall be allowed on lots with a minimum of one hundred feet (100') of street frontage along both the front and corner side lot lines. The curb cuts may either be unconnected with one curb on each street frontage or may be connected to form one circular drive pavement. No curb cut may be closer than fifty feet (50') from any intersecting street right of way line (40 feet on cul-de-sacs and dead end streets). A third curb cut shall be allowed on the secondary street frontage of a corner lot, only if it is set back a minimum of one hundred fifty feet (150') from the intersecting street right of way lines.
- 4. Minimum Distance From Property Line: The minimum distance of any driveway used for a single-family attached or detached dwelling shall be five feet (5') from any property line and cannot be located in a platted easement. For other uses (permitted or requiring special use approval) in the residential districts, the separation between the property line and the driveway shall be a minimum of twenty feet (20'). Residential driveways nonconforming to the setback requirements as of the date of this title may be continued until such time as the principal structure is completely reconstructed, subject to a site inspection by city staff to assess site drainage conditions prior to the issuance of a permit. Joint driveways may occur in the required yard without regard to the side lot line or rear lot line at the point of combination of the parcels. (Ord. 0-38-08, 10-6-2008)

CITY OF DARIEN CITY CODE

Section 5A-2-2-3: VARIATIONS

(A): Authority

In cases where there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of the regulations adopted by this Title, the City Council may, by ordinance, determine and vary the application of such regulations in harmony with their general purpose and intent.

(G): Standards

The Planning and Zoning Commission shall not recommend a variation and the City Council shall not vary the provisions of this title as authorized in this section, unless findings of fact have been made on those of the following which relate to the variation being sought:

Whether the ove	
potential adverse	rall value of the property will be improved and there will not be any effects on the neighboring properties.
Whether the alle	ged need for the variation has been created by any person presently ary interest in the premises.
adjacent property	posed variation will impair an adequate supply of light and air in y, substantially increase congestion in the public streets, increase the endanger the public safety.

ILLINOIS MUNICIPAL CODE 65 ILCS

Sections 11-13-4 and 11-13-5: <u>VARIATIONS</u>

A variation shall be permitted only if the evidence sustains each of the following three conditions:

1.	The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.		
2.	The plight of the owner is due to unique circumstances.		
3.	The variation if granted will not alter the essential character of the locality.		

The corporate authorities may provide general or specific rules implementing, but not inconsistent with, the rules herein provided.

AGENDA MEMO Municipal Services Committee June 26, 2017

Case

2225 Shannon Court (Wrenn) Plat of Vacation

Issue Statement

Petitioners seek approval of Plat of Vacation of a portion of Oldfield Road right-of-way to add to their homesite.

General Information

Petitioners/Property Owners: Todd and Deanna Wrenn

Property Location and PIN#: 2225 Shannon Court, PIN# 10-05-206-013

Zoning / Land Use: Site: R-2 PUD / single-family residence

North, East, South: R-2 PUD / single-family residence West: R-2 PUD / single-family residence

R-1 / public park (Meyers Woods)

Comprehensive Plan: Low Density Residential

Size of Property: 13,070 square feet (R-2 = 10,000 min) Natural Features: relatively flat, mature landscaping

Transportation: Front loading garage with driveway to Shannon Court
History: Owners purchased 4/21/17, subdivision recorded in 1990

Documents Submitted by Petitioners and attached to this memo

- 1. Letter requesting vacation received 4/5/17
- 2. Plat of Vacation received 5/19/17

Documents attached to this memo by staff

- 1. County GIS plat map on aerial photo
- 2. Ground level photo
- 3. Memo from City Attorney dated 6/13/17 regarding procedure
- 4. Draft ordinance approving vacation

Development Description

When the Tara Hill Unit 1 subdivision was recorded in 1990, a 100 foot wide right-of-way was dedicated for Oldfield Road. This was wider than the previous right-of-way, which is shown as 83 feet wide. The transition from 83' to 100' occurs behind the lot at 2225 Shannon Court. Subsequently, a sidewalk was built at an angle across this transition, thus creating a small triangular shaped area between the lot and the sidewalk. See attached photo. This triangular area is about 28' by 62' by 77' which totals about 960 square feet. The previous owner had landscaped this triangular area and maintained it as part of his backyard. The new owners would like to own this triangular area, with the understanding they would be paying taxes on it. Upon approval of the vacation, the owners intend to combine their lot with the vacated area via a Plat of Consolidation.

Staff Review

There currently no utilities or drainage functions in the triangular area. However, the City is asking for an easement and the owners are agreeable and said easement to be granted is shown on the Plat of Vacation. City Engineer is reviewing and his findings will be presented at the 6/26/17 meeting of MSC.

The City has the option of requesting payment or compensation for vacations, since land is being transferred from public to private ownership. The staff recommends that no compensation be requested in this case, since the area is small and the tax base will be increased.

State statute requires a public hearing for all proposed vacations. Notice for said hearing will need to be published by June 30. A City ordinance that would approve the vacation has been reviewed by the City attorney and is attached to this report.

Decision Mode

Municipal Services Committee: June 26, 2017
Public Hearing before City Council July 17, 2017
City Council meeting and vote July 17, 2017

To Whom it May Concern:

We are purchasing the property at 2225 Shannon Ct. on 4/21/2017. We are requesting to acquire the land parcel located between the property line and Oldfield Road. Please advise as to next steps.

Thank you,

Todd Wrenn Standallen

Deanna Wrenn

City of Darlen

APR 5 2017

Community Development



SCHOMIG LAND SURVEYORS, LTD.

PLAT OF VACATION

909 EAST J1ST STREET LA GRANGE PARK, ILLIMOIS 60526 SCHOMIC-SURVEY®SEGGLOBAL.NET WWW.LAND-SURVEY-NOW.COM PHONE: 708-352-1452 FAX: 708-352-1454

OF THAT PART OF OLDFIELD ROAD LYING SOUTHERLY OF LOT 31 IN GALLAGHER AND HENRY'S TARA HILL UNIT ONE, BEING A SUBDIVISION OF PART OF THE NORTHERS 11:4 AND THAT PART OF OLDFIELD ROAD, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 31; IN SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1990 AS DOCUMENT REPOSSES AND CERTFRICT OF CORNECTION RECORDED JUNE 28, 1990 AS DOCUMENT REPOSSES, THENCE SOUTH 63 DEGREES 17 MINUTES 47 SECONDS LEST, ALONG THE SOUTHERLY LINE OF LOT 31, A DISTANCE OF 77.25 FEET, THENCE NORTH 67 DEGREES 28 MINUTES 33 SECONDS WEST, AS DISTANCE OF 6.50 FEET, THENCE NORTH 67 DEGREES 28 MINUTES 33 SECONDS WEST, AS DISTANCE OF 6.50 FEET, THENCE NORTH 67 DEGREES 28 MINUTES 33 SECONDS WEST, ALONG THE WEST LINE OF SAID GALLAGHER AND HENRY'S TARA HILL UNIT ONE, PRODUCED SOUTH, 26.55 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, LINDIS.

PREPARED FOR AND SUBMITTED FRO RECORDING, BY THE CITY OF DARIEN, RETURN TO: CITY OF DARIEN, 1702 PLAINFIELD ROAD, DARIEN ILLINOIS, 8068: ATTENTION: GRAPHIC SCALE 50 0 10 50 40 (IN FEET) Inch = 20 Foot.		CONNECTION OF THE BUT ON THE BUT
SCUTIMENT COMMING OF TO ST. ASSET OF RECORDING OF TO ST. AS TO COMMING OF TO ST. AS TO COMMIN	TOT CORNER	STATE STATE OF THE PROPERTY OF
City of Darlen Received MAY 1 9 2017 Community Development	NO POPE	NO SE STORE
COMMUNITY DO DIRECTOR OF THE CITY OF DARIEN STATE OF ILLINOIS COUNTY OF DU PAGE DIRECTOR FOR THE DU PAGE COUNTY DEPARTMENT OF ENVIRONMENTAL CONCERNS, DO HEREBY CERTIFY THAT THIS PLAT APPROVED AND ACCEPTED BY THE PRESIDENT AND BOAND OF TRUSTEES OF THE AND THE PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS THEREOF, MEET THE REQUIREMENTS OF THE ENVIRONMENTAL CONCERNS DEPARTMENT OF DU PAGE COUNTY.	CITY OF DARIEN DIRECTOR OF PUBLIC WORKS STATE OF ILLINOIS] IM. COUNTY OF DU PAGE } IM. THE VACATING OF THE ABOVE DESCRIBED BOAD SHOWN ON THE THIS PLAT IS HERBEY APPROVED BY THE CITY OF DARIEN DIRECTOR OF PUBLIC WORKS CITY OF DARIEN. THIS DAY OF	COS C Jind St. MANUAL PROPERTY OF THE PROPERT
DATED THIS DAY OF A.D. 20 ATTEST BY : DIRECTOR	DIRECTOR OF PUBLIC WORKS VILLAGE CLERK RECORDER OF DEEDS	SURVEYORS CERTIFICATE STATE OF ILLINOIS COUNTY OF COOK I, RUSSELL W. SCHOMIG AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PREPARED THIS PLAT OF VACATION FOR THE PROFERTY HEREON DESCRIBED AND THAT THE RIVER PROMIN IS A
EASEMENT PROVISIONS AN EASEMENT IS HEREBY RETAINED OVER THE PART OF CLORIELD ROAD VACATED HEREON AND IS HEREBY RESERVED FOR PUBLIC UTILITIES AND DRAINAGE AND GRANTED TO: THE CITY OF DARIEN.	STATE OF ILLINOIS 3 98. COUNTY OF DU PAGE 5 98. THIS INSTRUMENT NUMBER: WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS AFORESAID, ON THE	TRUE AND CORRECT REPRESENTATION OF THE SAME. ALL DIMENSIONS ARE IN FEST AND DECIMEN PARTS OF A FOOT AND ARE CORRECT AT A TEMPERATURE OF 66 DEGREES FAHRENHEIT. FURTHERISONE, I DESIGNATE THE CITY OF DARIEN. TO ACT AS MY ABENT, FOR THE PURPOSES OF RECORDING THIS DOCUMENT. SURVEYED, APRIL 24TH, 2017. ORDERED BY, TODD WREINN.
PLAT NUMBER: 170617-V & H23-98	BY:RECORDER OF DEEDS	RUSSELL W. SCHOMIG PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446



MEMORANDUM

To: From: Steven Manning Judith N. Kolman

Date:

June 13, 2017

Subject: Vacation of Streets/Allevs

The vacation of an alley is covered under Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1). The vacation is accomplished by ordinance passed by at least 3/4ths of the alderman then holding office. Before the ordinance is passed, there must be notice and a public hearing on the vacation. The notice has to be published in the newspaper at least 15 days prior to the hearing.

The ordinance may provide for compensation from the property owner who's property abuts the part of the street or alley being vacated. The compensation is to be based on the fair market value of the property or the benefits which will accrue to the property owner because of the vacation. If there are any public service facilities in the part being vacated, the ordinance must reserve to the City or the public utility owning the facility, easements that are necessary to continue the public service, along with maintenance, renewal and reconstruction of such public service.

PUBLIC NOTICE CITY OF DARIEN

Notice is hereby given that the City Council of the City of Darien will hold a public hearing on July 17, 2017 at 7:00 p.m. in the Council Chambers at City Hall, 1702 Plainfield Road, Darien, IL 60561.

The purpose of the public hearing will be to hear testimony from interested persons and make a recommendation on petition from Todd and Deanna Wrenn requesting the City of Darien vacate a portion of the Oldfield Road right-of-way adjacent to and south of their property located at 2225 Shannon Court, Darien, Illinois 60561.

Said petition and plat with legal description and PIN# of property may be viewed at City Hall and on the City website: www.darien.il.us. Questions, comments, and written testimony may be directed to the City Planner at City Hall, 630-353-8113, smanning@darienil.gov. For questions on disability access, contact the City ADA Coordinator at (630) 852-5000.

(To be published in the DuPage Chronicle on June 30, 2017)

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

	RDINANCE APPROVING A	
OF A PORTIC	ON OF THE OLDFIELD RO.	AD RIGHT-OF-WAY
<u>(v</u>	Vrenn Property - 2225 Shann	on Court)
	ADOPTED BY THE	
AYOR AND CITY	COUNCIL	
	OF THE	
	CITY OF DARIEN	
THIS	DAY OF	, 2017

O	RDINA	NCE	NO	
v	UNTIAN		IVU.	

AN ORDINANCE APPROVING A VACATION OF A PORTION OF THE OLDFIELD ROAD RIGHT-OF-WAY

(Wrenn Property - 2225 Shannon Court)

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 property legally described in Section 1 (the "Subject Property"), is zoned R-2 Single-Family Residence District pursuant to the Darien Zoning Ordinance; and

WHEREAS, the petitioner has requested approval of a vacation of a portion of the right-of-way of Oldfield Road adjacent to and south of the Subject Property at 2225 Shannon Court as depicted on Exhibit A: Plat of Vacation; and

WHEREAS, on June 26, 2017, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

WHEREAS, pursuant to proper legal notice, a Public Hearing on said petition for vacation was held before the City Council on July 17, 2017; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to grant the petition subject to the terms, conditions and limitations described below.

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:

<u>SECTION 1:</u> <u>Subject Property.</u> This Ordinance is limited and restricted to the property generally located adjacent to and south of 2225 Shannon Court in Darien, Illinois, and legally described as follows:

THAT PART OF OLDFIELD ROAD LYING SOUTHERLY OF LOT 31 IN GALLAGHER AND HENRY=S TARA HILL UNIT ONE, BEING A SUBDIVISION OF PART OF THE NORTHEAST 3 AND THAT PART OF OLDFIELD ROAD, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 31; IN SECTION 5, TOWNSHIP 37NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 1990 AS DOCUMENT R90-058421 AND CERTIFICATE OF CORRECTION RECORDED JUNE 29, 1990 AS DOCUMENT R90-080993, THENCE SOUTH 63 DEGREES 17 MINUTES 47 SECONDS EAST ALONG THE SOUTHERLY LINE OF LOT 31, A DISTANCE OF 77.23 FEET, THENCE NORTH 87 DEGREES 29 MINUTES 33 SECONDS WEST, A DISTANCE OF 62.88 FEET, THENCE NORTH 61 DEGREES 16 MINUTES 18 SECONDSWEST, A DISTANCE OF 6.5 FEET, THENCE NORTH01 DEGREES 20 MINUTES 15 SECONDSWEST, ALONG THE WEST LINE OF SAID GALLAGHER AND HENRY=S TARA HILL UNIT ONE, PRODUCED SOUTH 28.85 FEETTO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

SECTION 2: Vacation of Right-of-Way. Vacation of the Subject Property from the Oldfield Road right-of-way as described on Exhibit A: Plat of Vacation, attached hereto and made part hereof, is hereby granted.

SECTION 2: Title. Title to said vacated right-of-way shall vest to the owner of Lot 31 of the Tara Hill Unit One subdivision, also known as 2225 Shannon Court, PIN# 10-05-206-013, as shown on Exhibit A: Plat of Vacation.

SECTION 3: Home Rule. 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 supercede state law in that regard within its jurisdiction.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED E	BY THE CITY	COUNCII	OF THE CITY OF
DARIEN, DU PAGE COUNTY, ILLIN	OIS, this day of		, 2017.
AYES:			
NAYS:			
ABSENT:			
APPROVED BY THE MAYOR			
ILLINOIS, thisday of		_, 2017	
ATTEST:	VATULEEN I	MOESI E W	EAVER, MAYOR
	MILLELLIN	WIOESLE W.	EAVER, MATOR
JOANNE E. RAGONA, CITY CLERK			
APPROVED AS TO FORM:			
CITY ATTORNEY			

AGENDA MEMO Municipal Services Committee June 26, 2017

<u>Case</u>

2109 Cottage Lane (McNaughton) Resubdivision Plat

Issue Statement

Petitioners seek approval of a resubdivision plat for Lot 20 in Rolling Knolls to adjust the width of side yard easements and building setbacks.

General Information

Developer/Property Owners: McNaughton Development Inc.

Property Location and PIN#: 2109 Cottage Lane , PIN# 10-05-206-013

Zoning / Land Use: Site: R-2 PUD / single-family residence

North, East: R-2 PUD / single-family residence South, West: R-2 PUD / single-family residence

Comprehensive Plan: Low Density Residential

Size of Property: 6,679 square feet
Natural Features: under construction

History: Rolling Knolls subdivision approved 2015

Documents Submitted by Petitioners and attached to this memo

- 1. Letter requesting replat received 6/19/17
- 2. Proposed replat for Lot 20 received 6/19/17

Documents attached to this memo by staff

1. Plat of Subdivision

Development Description

As part of the PUD for Rolling Knolls, Lot 20 was approved as the smallest lot with shortest side setback for the homesite. ComEd installed a utility line a bit further from the north property line than originally anticipated and the developer claims this will be too close to the building foundation. The developer would like to shift the homesite 4.34' south to avoid potential unsafe conflicts with the ComEd line.

	North side	South side
Current easement width	5.66'	6.00'
Proposed easement width	5.66'	3.50′
Current building setback	5.66′	10.00'
Proposed building setback	10.00'	5.66′

Staff Review

There be may still enough space in the proposed south easement (3.5' wide) to accommodate

the needed drainage swale and utilities. The City Engineer is reviewing and his findings will be presented at the MSC meeting June 26. The house on Lot 20 was planned to be 20' away from the house on Lot 19. With the proposed replat, the houses would 15.66' apart. If the Committee recommends approval, an ordinance will be prepared amending the PUD.

Decision Mode

Municipal Services Committee: June 26, 2017
Public Hearing before City Council July 17, 2017
City Council meeting and vote July 17, 2017

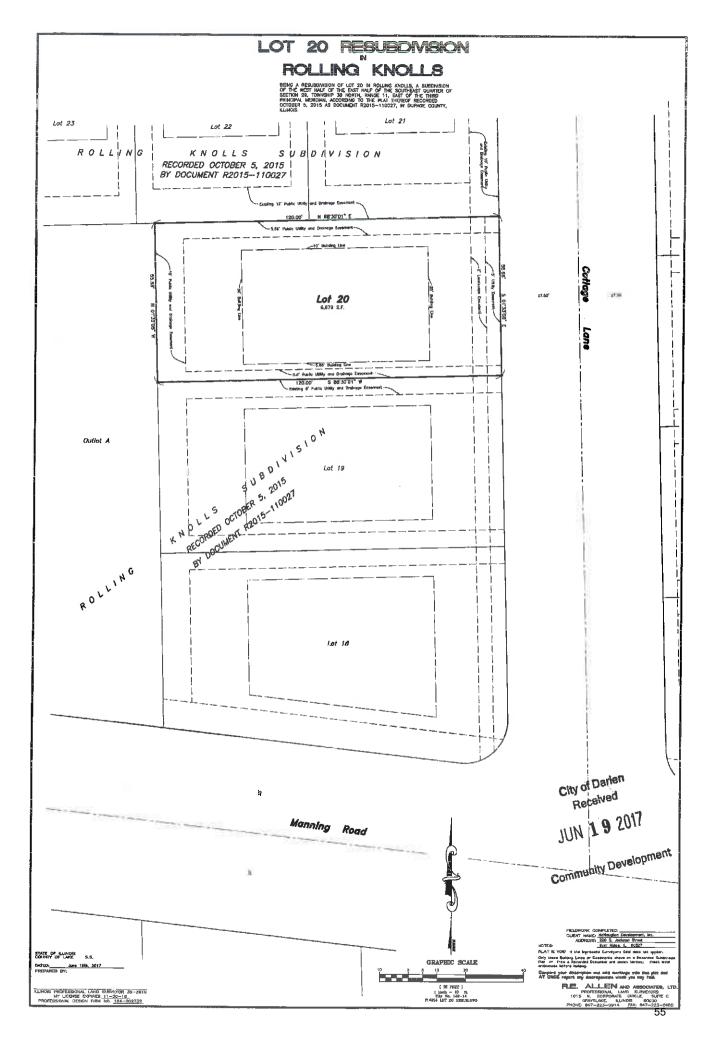
FINAL PLAT THE 2100 PARCEL BEING A RESUBDIVISION LOT 3 IN DE LERNO ASSESSMENT PLAT OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 12, 1950 AS DOCUMENT 597983, IN Lot 8 DARIEN TOWNE CENTRE ZONING: PUD B-3 DUPAGE COUNTY, ILLINOIS. 662.54 N 88'30'01" E 60.00 179.73 60.00 60.00' 60.001 lic Utility and igge Easemen Outlot B 23,207 S.F. DETENTION Lot EASEMENT FOR STORMWATER DETENTION AND UTILITIES Lot Lot Lot Lot 0 5 11 10 "OWNED AND MAINTAINED BY THE ,201 S.F. 7,200 S.F. 7,200 S.F. 7,200 S.F. 7,202 S.F. HOMEOWNERS ASSOCIATION" ਹਾਂ ਯਾ 49.90 -60.00 60.00 -52.56¹-N 88°30'01" S 88'26'52" V 144.70 Cottage Lane N 88'30'01" E 282.46 Lot 12 IEREBY DEDICATED FOR PUBLIC ROAD PURPOSES 7.781 S.F. 282.46 N 88"30"01" E 51.23 **--**51.23'--60.00 -60.00'--- -27.50 27.50 Lot 13 Lot 7,200 S.F. Lot Lot 20.00 12959 920 7,200 S.F. 7.892 S.F. 7,200 S.F. 7,200 S.F. 7,905 S.F. 8 Lot 14 g 66.33' N. 88'30'01" E 7,200 S.F. and D.E.-60.00 60.00 60.00 N 88'30'01' 120.00 72.42' N 88'30'01" E 5,66' Building Line 5,66' P.U. and D.E S 88 26'52" W DEDICATED i_{10'} 120,00 Lot 20 6,679 S.F. 01*34'36" 60.00 Lot 26 66 60.00 Lot 15 FOR PUBLIC 01'33'08 7,200 S.F. 01'33'08" 120.08 120.00 N 88'30'01" E 120.00 Outlot A Lot 19 8 7,200 S.F. 24,180 S.F. 01.23,08 Lot 16 DETENTION 7,200 S.F. 8 N 88'30'01" E EASEMENT FOR STORMWATER DETENTION AND UTILTIES 119.89 "OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION" S 88'26'52" W 60.76 Lot 18 8,285 S.F. 27.50 27.50 181.21 15' Building Line Manning 285.18 S 83"29'38" E 3.96, D.E. 20' Building Line 10' PU and DE 371.00 668.96 108.17 3 83 29 38" N 83'29'38" W Š Road Found PK spike

60.00

66.091

20.00

t 31



McNaughton DEVELOPMENT, INC.

LAND DEVELOPMENT - CUSTOM CONSTRUCTION

June 19, 2017

Mr. Steve Manning City Planner, AICP City of Darien 1702 Plainfield Road Darien, IL 60561 City of Darken
Received
JUN 1 9 2017

Community Development

RE: Rolling Knolls - Replat of Lot 20

Dear Mr. Manning,

This letter outlines McNaughton Development's (Applicant) request to replat lot 20 in the Rolling Knolls subdivision, by flipping the interior sideyard setbacks on the north and south sides of lot 20, and decreasing the Public Utility and Drainage Easement on the south side of lot 20 from 6'.0 to 3.5'.

The north side of lot 20 currently has a platted 5.66' interior side yard setback. In anticipation of building lot 20 for a customer, we discovered that ComEd has a primary line running on the north side of lot 20 parallel with, and almost directly on top of the building setback line.

To avoid the cost and delay of having ComEd/Comast/AT&T relocate their lines, pedestal clusters, existing irrigation lines, and landscaping, we desire to shift the foundation to the south by approximately 4'. This requires replatting lot 20 to show the 5.66' building setback on the south side (the north building setback line would be replatted from 5.66' to 10'). The total of the sideyard setbacks on lot 20 would be unchanged. We also propose replatting the existing Public Utility and Drainage easement on the south side of lot 20 from 6' to 3.5'. We require this so that the permissible encroachments into the side yards we have on all our building footprints in the subdivision (chimney bump outs, bay windows, etc.), will not also encroach into the PUE. There are no existing public utilities in the south side easement, and all subdivision utilities have been installed. We have also revised the detailed grading plan for lot 20 with this anticipated replatting, and confirmed (from our own review) that the proposed new structure will meet all zoning regulations, and satisfy all engineering requirements.

In summary, we request that the City approve the replatting of lot 20 to show the 5.66' side yard setback on the south side, the 10' side yard setback on the north side, and the south side PUE reduced from 6' to 3.5'.

Please do not hesitate to contact me if you have any questions.

Paul McNaughton

Sincerely

AGENDA MEMO Municipal Services

June 26, 2017 - 6:30 p.m.

ISSUE STATEMENT

A <u>resolution</u> authorizing the purchase of one new 2017 Ford F-250XL 4X4 Super Cab from Currie Motors in the amount of \$41,719.

BACKGROUND/HISTORY

The proposed vehicle is a replacement vehicle for the Water Division. The current vehicle is a 2009 Chevrolet, Silverado, with a 125,000 miles and is rated at a 75.00. The vehicle continues to experience more wear and tear. Current mileage is 126,000 miles, and continues to experience wear and tear issues. The vehicle is utilized for appointments, JULIE locates, and carries various tools for designated projects. Attached and labeled as <u>Attachment A</u>, pages 1-5, is the vehicle rating sheet and maintenance records.

The new cab and chassis would be a 2017 Ford F-250 Ford F-250XL 4X4 Super Cab with safety strobe lighting and Altec utility boxes. Attached and labeled as <u>Attachment B</u>, pages 1-19, are the specifications for the vehicle.

The vehicle would be purchased through the Suburban Purchasing Cooperative Program for fleet sales for municipalities. The bid specifications are for Ford to manufacture and deliver the specified truck to the City. The FY17/18 Budget included funding for the proposed vehicle.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
12-51-4815	CAPITAL DEPRECIATION TRUCK REPL UNIT 401	\$45,000	\$ 41,719	\$ 3,281
12-51-4815	CAPITAL DEPRECIATION TRUCK DECALS	N/A	\$ 715	\$ 2,566

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the purchase of one new 2017 Ford F-250XL 4X4 Super Cab Currie Motors in the amount of \$41,719.

Alternate Consideration

As directed by the Committee.

Decision Mode

This item will be placed on the July 17, 2017, City Council agenda for formal consideration.

UNIT NO	401	DEPARTMENT	WATER	DATE
MODEL YEAR	2009	MODEL	SilverADO	5/11/17
CURRENT MILEAGE	125 684	CURRENT HOURS		
			MAXIMUM POINTS	VEHICLE SCOR
in the second of				
\GE				
	Department	WATER		
	Life Expectancy	10		
<u></u>	Age as of Report Date	8		
	AGE: Meets Requirements		20	14
SAGE				
	MILES			
	HOURS			
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY			
	USAGE. Meets Requirements		20	20
TYPE OF SERVICE				
	I-LIGHT DUTY			
	10-CRITICAL DUTY			
	SERVICE Meets Requirements		15	12-
RELIABILITY				
	RELIABILTY: Frequency or Visits for Service			
	RELIABILITY: Meets Requirements		15	10
			The state of the s	
MAINTENANCE AND REPAIR C	osts			
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class			
	ORIGINAL PURCHASE PRICE	28,943.00 3,105,95 10.73%		
	LIFE TO DATE REPAIR COST	3,105,95		
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	10.73%		

UNIT NO	401	DEPARTMENT	WATER	DATE
MODEL YEAR	2009	MODEL	BILVERADO	5/11/17
CURRENT MILEAGE	125,684	CURRENT HOURS		
			MAXIMUM POINTS	VEHICLE SCORE
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:		party silver		
	CONDITION OF ENGINE COMPON OR ANTICPATED), BODY (BODY STRUCTURAL COMPONENTS)			
	CONDITION: Meets Requirements		15	12
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATU	IRES, ERGONOMICS	5	5
TOTAL POINTS			100	75

CITY OF DARIEN Repair Transaction Cost Detail

			Shop Lo	c/ Rep Reas	on/		
Equipment# Repair Order#	Date	Meter(1)	Rep Clas				
401 0000028414	06/25/09	4329	/01	08/01			
Group-System	33,23,43		h/Vendor	Work Acc	Part(\$)	Labor(\$)	Hours
01-PMA - PREV. MAINT.			002		13.53	15.00	1.00
401 0000028589	10/15/09	9906	01/01	08/01			
01-PMA - PREV. MAINT.			002		12.53	15.00	1.00
401 0000028712	02/04/10	13850	01/01	08/01			
01-PMA - PREV. MAINT.	2.7.0	1,2000	001		13.53	42.00	1.50
401 0000028820	05/05/10	16470	01/01	08/01			
01-PMA - PREV. MAINT.			001	2016	13.48	28.00	1.00
01-PMB - PREV. MAINT.			001		0.00	28.00	1.00
01-PMC - PREV. MAINT.			001		0.00	14.00	0.50
401 0000028932	08/10/10	20780	01/01	08/01			
01-PMA - PREV. MAINT.			001		12.89	28.00	1.00
401 0000029114	01/10/11	26070	01/01	08/01			
01-PMA - PREV. MAINT	• • •	* * * * * * * * * * * * * * * * * * * *	001		13.21	28.00	1.00
401 0000029211	04/14/11	30750	01/01	08/01			
01-PMA - PREV. MAINT.		00700	001	00/01	13.05	28.00	1.00
401 0000029269	05/22/11	31104	01/02	01/01	10.00	20.00	(.00
02-17 - TIRES,TUBES,ETC	03/22/11	3.1104	001	01/01	494.70	28.00	1.00
02-17 - TIRES,TUBES,ETC			002		0.00	15.00	1.00
401 0000029380	08/23/11	36503	01/01	08/01	0,00	10.00	1.50
01-PMA - PREV. MAINT.	00/20/11		002	06/01	13.64	7.50	0.50
401 0000029425	09/29/11	38416	01/01	08/01	10.0-1	1.00	0.00
01-PMC - PREV. MAINT.	USIZSI I		002	06/01	32.50	15.00	1.00
01-PMB - PREV. MAINT.			002		0.00	7.50	0.50
401 0000029518	12/15/11	41450	01/01	08/01			,,,,,,
01-PMA - PREV. MAINT.	12/10/11		002	00/01	14.00	15.00	1.00
01-PMD - PREV. MAINT			002		0.00	3,75	0.25
07-41 - AIR INTAKE SYS			002		18.90	3.75	0.25
401 0000029694	04/23/12	47250	01/01	08/01			
01-PMA - PREV. MAINT.	,		002		14,03	26.25	1.75
401 0000029862	08/17/12	52135	01/03	01/01			
01-PMA - PREV. MAINT.			002	0001	29.93	15.00	1.00
07-41 - AIR INTAKE SYS			002		21.99	0.00	0.00
02-17 - TIRES, TUBES, ETC			002		108.66	15.00	1.00
06-35 - BATTERY			002		172.21	0.00	0.00
401 0000029908	10/09/12	53797	01/03	01/01			
02-17 - TIRES, TUBES, ETC			002		247.98	15.00	1.00
401 0000029967	11/16/12	55315	01/02	01/01			
06-34 - LIGHTING SYS			002		0.00	15.00	1.00
401 0000030007	12/19/12	56629	01/01	08/01			
01-PMA - PREV. MAINT.			002		25.70	7.50	0.50
401 0000030105	04/03/13	61211	01/01	08/01			
01-PMA - PREV. MAINT.			002	σ, σ , σ • •	25.84	7.50	0.50
01-PMB - PREV MAINT.			002		0.00	3.75	0.25
01-PMC - PREV. MAINT.			002		71.43	15.00	1.00
401 0000030163	05/10/13	62842	01/03	01/01			

CITY OF DARIEN Repair Transaction Cost Detail

Eq	juipment# Repair Or	der#	Date	Meter(1)	Shop Loc Rep Clas	•			
warmen birthrothings are	02-17 - TIRES	.TUBES.ETC		- where providence of the se-	002	S. C. Salton Commission State Million Commission Space	50.00	15.00	1,00
	401 00000302		08/16/13	66696	01/01	08/01			
	Group-System 01-PMA - PRE	l			ch∕Vendor 002	Work Acc	Part(\$) 26.37	<u>Labor(\$)</u> 15.00	Hours 1,00
	401 00000303	93	12/12/13	71693	01/01	08/01			
	01-PMA - PRE	V. MAINT.			002		25.82	7.50	0.50
	04-13 - BRAKI	ES			002		173.08	15.00	1.00
	401 00000305		05/01/14	77661	01/01	08/01			
	01-PMA - PRE				002		26.37	15.00	1.00
	06-34 - LIGHT	ING SYS			002		5.59	3.75	0.25
	401 00000305	42	06/10/14	79153	01/03	01/01			
	06-38 - ELECT	SHORTS			002		125.00	7.50	0.50
	401 00000305	43	06/11/14	79610	01/03	01/01			
	04-15 - STEEF				002		65.21	75.00	5.00
	02-17 - TIRES	TUBES,ETC			002		55.02	7.50	0.50
	401 00000306	49	09/12/14	82885	01/01	08/01			
	01-PMA - PRE	V. MAINT.			002		25.87	15.00	1.00
	01-PMB - PRE				002		0.00	3.75	0.25
	01-PMC - PRE				002		30.08	7.50	0.50
	01-PMD - PRE				002		0.00	3,75	0.25
	07-41 - AIR IN				002		18.30	0.00	0.00
	401 00000306		09/26/14	83447	01/03	01/01			
	06-34 - LIGHT	ING SYS			002		37.95	3.75	0.25
	401 000003070		10/25/14	84561	01/03	01/01			
	02-17 - TIRES	TUBES,ETC			002		473.76	15.00	1.00
	401 000003078	37.	02/06/15	88658	01/03	08/01			
	01-PMA - PRE				002		30.76	7.50	0.50
	07-41 - AIR IN				002		206.98	7.50	0.50
	04-13 - BRAKE				002		14.84	7.50	0.50
	05-27 - XMISS	•			002		123.77	30.00	2.00
	401 000003080		02/24/15	89356	01/03	08/01			
	03-07 - INTER	IOR			002		71.25	15.00	1.00
	401 000003080		02/25/15	89356	01/03	01/01			
	06-34 - LIGHTI	NG SYS			002		8.26	7.50	0.50
	401 000003085	59	04/29/15	92247	01/03	01/01			
	01-PMA - PRE				002		28.04	7.50	0.50
	04-16 - SUSPE				002		346.24	15 00	1.00
	05-27 - XMISS				002		14.08	7.50	0.50
	04-15 - STEER			E'	002		112.13	15.00	1,00
	401 000003097		08/25/15	97500	01/03	01/01			
	06-35 - BATTE				002		139.95	15.00	1.00
	401 000003098	•	09/17/15	98628	01/01	08/01			
	01-PMA - PRE	V. MAINT.			002		28.04	7.50	0.50
	401 000003106		02/05/16	104627	01/01	08/01			
	01-PMA - PRE	V. MAINT,			002		30.00	7.50	0.50
	401 000003114	5	08/24/16	115156	01/01	08/01			
	01-PMA - PRE	V. MAINT.			002		30.25	7.50	0.50

CITY OF DARIEN Repair Transaction Cost Detail

Equipment# Repair Order#	Date	Meter(1)	Shop Loc Rep Clas			een varaan een oo	
401 0000031203	11/15/16	119048	01/03	01/01			
<u>Group-System</u> 04-13 - BRAKES		Mec	h/Vendor 002	Work Acc	Part(\$) 237.06	<u>Labor(\$)</u> 30.00	<u>Hours</u> 2.00
401 0000031276 01-PMA - PREV. MAINT.	04/07/17	124500	01/01	08/03	0.00	51.45	0.00
401 0000031281 01-PMB - PREV. MAINT	04/01/17	123840	01/01 002	08/01	0.00	37.50	2.50
		G	rand Total		3,943.80	927.95	51.50



Customer Proposal

Prepared for:

Kris Throm Darien Municipal Services Prepared by:

Kristen DeLaRiva Office: 708-479-1100 Email: fleetcurrie@gmail.com

Date: 06/13/2017 Vehicle: 2017 F-250 XL

4x4 SD Super Cab 8' box 164" WB SRW



Suborban Padraga Co - 0
4707190
Graphics - 7150 +
202
42,4340

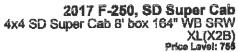
Selected Options

Code	Description	MSRP
Base Vehicle		
Х2В	Base Vehicle Price (X2B)	\$37,875.00
Packages		
600A	Order Code 600A	N/C
	Includes: - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel - Transmission: TorqShift-6 6-Spd Auto w/SelectShift - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S (4) - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.	
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
448	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S (4)	included
64A	Wheels: 17" Argent Painted Steel	Included
	Includes painted hub covers/center ornaments.	
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat	\$100.00
	Includes center armrest, cupholder, storage and driver's side manual lumbar.	
Other Options		
184WB	164" Wheelbase	STD
96V	XL Value Package	\$720.00
	Includes: - 4.2" Center-Stack Screen - Radio: AMFM Stereo/Single-CD/MP3 Player Includes 6 speakers Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control	
90L	Power Equipment.Group	\$915.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Code	Description	MSRP
	Deletes passenger-side lock cylinder. Includes upgraded door trim panel. Includes: - Accessory Delay - Trailer Tow Mirrors :w/Power Heated Glass Includes manual telescoping, heated convex spotter mirror and integrated ci signeta Perimeter Alarm - Power Locks - Power Taligate Lock - Power Front & Reer Seet Windows Includes 1-touch up/down driver/passenger window Remote Keyless Entry	earance lamps*tum
66D	Pickup Box Delete	-\$625.00
	Delates tie-down hooks, taligate and 7/4 pin connector. Incomplete vehicle pa further manufacture and certification by a final stage manufacturer. In addition manufacturers to follow the recommendations of the Ford Incomplete Vehicle Truck Body Builder's Layout Book (and applicable supplements). Includes: Rear Bumper Delate - Spare Wheel, Tire, Carrier & Jack Delata	, Ford urges
213	4x4 Electronic-Shift-On-The-Fly (ESOF)	\$185.00
	Includes manual-locking hubs and auto rotary control on instrument panel.	
41H_	Engine Block Heater	\$90.00
67E	Extra Extra Heavy-Duty Alternator (240 Amp)	\$85.00
52B	Trailer Brake Controller	\$270.00
	Verified to be compatible with select electric over hydraulic brakes. Includes a connector.	mart tr eile r tow
18B	Platform Running Boards	\$445.00
872	Rear View Camera & Prep Kit (Fleet)	\$415.00
	Includes loose camera, wiring bundle and electrochromic mirror with video dis	play.
592	LED Roof Clearance Lights	\$95.00
PAINT	Monotone Paint Application	STD
43C	110V/400W Outlet	\$75.00
	REQUIRES Extra Extra Heavy-Duty Alternator (67E) when order Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Camp	ered with Upfitter per Pkg. (47B).
	Includes 1 In-dash mounted outlet.	
585_	Radio: AM/FM Stereo/Single- CD/MP3 Player	Included
	Includes 6 speakers.	
91M	SYNC Communications & Entertainment System	\$365.00
	Includes enhanced voice recognition, 911 Assist, 4.2" LCD screen in center st smert-changing USB port and steering wheel audio controls.	ack, AppLink, 1
918	Amber LED Warning Strobes (Pre- Installed)	\$655.00
	Custom accessory, includes center high-mounted atop light bar and 2 hood me	ounted lights.
76C	Exterior Backup Alarm (Pre-Installed)	\$140.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information,



Code	Description	MSRP
	Custom accessory.	
Fleet Options		
525_	Steering Wheel-Mounted Cruise Control	Included
942	Daytime Running Lamps (DRL) (LPO)	\$45.00
	REQUIRES Valid FIN Code.	
	The non-controllable 942 Daytime Running Lamps (DRL) replace Lamps (DRL), includes on/off cluster controllable.	e the standard Daytime Running
Emissions		
425	50-State Emissions System	STD
Interior Colors		
18_05	Medium Earth Gray	N/C
Primary Colors		
Z1_01	Oxford White	N/C
Upfit Options		
A-01	4-Comer LED Strobes	\$795.00
CD-01	Shop Manual	\$325.00
	CD ROM Shop Menual	
D-01	Delivery	\$185.00
P-01	Municpal Plates/Title-Shipped	\$145.00
R001	RUSTPROOFING/SOUND SHIELD	\$395.00
002	6' FIBERGLASS BODY	\$9,318.00



Code	Description	MSRP
	BRAND FX SERVICE BODY - 96" LONG X 83" WIDE X 42" HIGH, 48" WIDE FLOOR, 15" DEEP 6 - COMPOSITE BODY CONSTRUCTION - ALUMINUM UNDERSTRUCTURE - **** WHITE **** GEL COAT EXTERIOR - TREAD BRIGHT ALUMINUM FLOOR & REAR BUMPER - VINYL ROCK GUARDS - REMOVABLE REAR WHEEL PANELS - NON-SKID SURFACE ON COMPARTMENT TOPS - ALUMINUM BULKHEAD & TALL SKIRT - 10" HIGH ALUMINUM AUTOMOTIVE STYLE TAILGATE - STAINLESS STEEL HARDWARE, HINGES WITH AUTOMOTIVE; - ONE-PIECE MOLDED DOORS, AUTOMOTIVE FINISH ON BOTH - RECESSED DOOR SEALS WITH AUTOMOTIVE GRADE DOOR 6 - VINYL COATED DOOR STOP CABLES - LED FAVSS 108 LIGHT PACKAGE IN BODY END PANELS **COMPARTMENT CONFIGURATION** (2) ADJUSTABLE SHELF- HORIZONTAL COMPARTMENT (1) ADJ. SHELF - STREET SIDE REAR, (1) LOCKING SWIVEL HO REUSE EXISTING O.E.M. TRAILER HITCH BACKUP ALARM TRAILER RECEPTACLE, 7 WAY RV STYLE	STYLE ROTARY LATCHES SIDES GASKETS
SUBTOTAL		\$53,403.00
Destination Charge		\$1,295.00
TOTAL		\$54,698.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Warranty - Selected Equipment & Specs

Warranty

Basiç			
Distance.	36000 miles	Months	36 months
Powertrain			
Distance	60000 miles	Months	60 months
Corrosion Perforation			
Distance	Unlimited miles	Months	60 months
Roadside Assistance			
Distance	60000 miles	Months	60 months

Pricing - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price \$37,875.00 **Options & Colors** \$4,365.00 **Upfitting** \$11,163.00 **Destination Charge** \$1,295.00

Discount Adjustments

Discount -\$12,979.00

Total \$41,719.00

Customer Signature Acceptance Date



2017 F-259, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 766

Major Equipment		Selected Options	MSRP
(Based on selected options, shown at right) 8.2L V-8 SOHC w/SMPI 385hp Exterior:Oxford White ToruShift-G 6 speed automatic w/OD Interior:Medium Earth Gray		STANDARD VEHICLE PRICE Order Code 600A	\$37,875.00 N/C
ToruShin-G 6 speed automatic w/OD * Rear locking differential driver selectable * Brake assistance * LT 245/75R17 E BSW AS 5-rated tires * Firm suspension * Air conditioning * Radio grade AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, suditions audition automatic input, external memory control * Daytime running * Variable intermittent wipers * Dual front airbags w/passenger cancel * SecuriLock immobilizer * Message Center * Reclining front split-bench seats	Interior: Medium Earth Gray 4-wheel ABS Traction control Battery with run down protection Advance Trac w/Roll Stability Control Tinted glass Bluetooth wireless streaming Dual power remote heated mirrors 17 x 7.5 steel wheels Driver and frost passenger seat mounted side airbags Tachometer Underseat ducts 60-40 folding rear split-bench	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fit Transmission: TorqShift-G 6-Spd Auto w/Select GVWR: 10,000 tb Payload Package Tirea: LT245/75Rx17E BSW A/S (4) Wheels: 17" Argent Painted Steel 164" Wheelbase Monotone Paint Application 50-State Emissions System 110V/400W Outlet Rear View Camera & Prep Kit (Fleat) Pickup Box Delete	included included included included included included STD STD STD STD \$75.00 \$416.00 -\$626.00
Reclining front spin-perion seats Side steps Class V hitch Rear axie capacity: 6200 lbs. Rear spring rating: 6340 lbs. Frame Yield Strength 50000 psl Axie to end of frame: 47.8* Fuel Economy	* Audio control on steering wheel * Front axie capacity: 6000 lbs. * Front spring rating: 4800 lbs. * Frame section modulus: 10.7 cu.in. * Cab to axie: 56.1*	Rear Bumper Delete Spare Wheel, Tire, Carrier & Jack Delete Electronic-Locking w/3.73 Axte Ratio Power Equipment Group Accessory Delay Trailer Tow Mirrors w/Power Heated Glass Perimeter Alarm Power Locks	Included Included \$390.00 \$915.00 Included Included Included Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See satesperson for the most current information.

Prepared for: Kris Throm, Darlen Municipal Services By: Kristen DeLafeva | Date: 06/13/2017

2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164° WB SRW XL(X2B) Price Level: 755

City N/A



Hwy N/A

Power Tailgate Lock	Included
Power Front & Rear Seat Windows	Included
Remote Keyless Entry	Included
Platform Running Boards	\$445,00
4x4 Electronic-Shift-On-The-Fly (ESOF)	\$185.00
Engine Block Heater	\$90.00
Extra Extra Heavy-Duty Alternator (240 Amp)	\$85.00
Trailer Brake Controller	\$270.00
LED Roof Clearance Lights	\$95.00
Exterior Backup Alarm (Pre-Installed)	\$140.00
SYNC Communications & Entertainment System	\$365.00
XL Value Package	\$720.00
4.2" Center-Stack Screen	Included
Radio: AM/FM Stereo/Single-CD/MP3 Player	Included
Bright Chrome Hub Covers & Center Ornaments	Included
Chrome Front Bumper	Included
Steering Wheel-Mounted Cruise Control	Included
Amber LED Warning Strobes (Pre-Installed)	\$655.00
Daytime Running Lemps (DRL) (LPO)	\$45.00
Öxford White	N/C
Cloth 40/20/40 Split Bench Seat	\$100.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from trils estimate because of special local pricing, availability or pricing adjustments not reflected in the desirer computer system. See astesperson for the most current unformation.

Prepared for: Kris Throm, Darler Municipal Services By: Kristen DeLaRiva Date: 08/13/2017

2017 F-250, SD Super Gab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 768

Medium Earth Gray	N/C
SUBTOTAL	\$42,240.00
Destination Charge	\$1,295.00
TOTAL	\$43,636.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salseperson for the most current information.

Prepared for: Kris Throm, Darien Municipal Services By: Kriston Dat. 1994 @ Date: 02/15/2017

PROPOSAL

CITY OF DARIEN MUNICIPAL SERVICES 1041 S. FRONTAGE ROAD DARIEN. ILLINOIS 60561

December 1, 2015

QUOTE Estimate for graphics for 2017.

PUBLIC WORKS TRUCK GRAPHICS PACKAGE
PER. LAYOUT SUBMITED
ALL GRAPHICS WILL BE PRINTED & REFLECTIVE
REAR Write consploulty safety striping
THREE SETS OF UNIT NUMBERS
A protective gloss laminate coating will be applied to all printed format
Please note:

Removal of any old graphics will be based on an additional quote

MATERIALS & WORKMANSHIP IS GUARANTEED FOR 3 YEARS

PRICE BASED ON 1 UNITS Smaller Units \$715.00 PER UNIT Larger Dumps with 5 lettering and additional safety stripes. Add \$200.00 PER UNIT ACCEPTED DATE

If you have any questions please do not hesitate to call me. Thank You.

The same of the sa



Ph. 630.879.2525

JAKETHESTRIPER.COM

JAKETHESTRIPER@aol.com

Kris Throm

From:

Kristen De La Riva <fleetcurrie@gmail.com>

Sent:

Wednesday, June 14, 2017 1:11 PM

To: Subject: Kris Throm Re: F-250 Quote

\$41,719

On Wed, Jun 14, 2017 at 12:58 PM, Kris Throm < kthrom@darienil.gov > wrote:

Kristen.

Thanks for sending that over. There are two prices on there that I see so I just want to confirm what our total price would be purchasing this from you. Would it be the \$41,719 or \$43,535. Just want to make sure I give my boss accurate numbers.

Thanks,

Kris Throm

City of Darien

Superintendent of Municipal Services

(630) 514-3453

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http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

From: Kristen De La Riva [mallto:fleetcurrie@gmail.com]

Sent: Wednesday, June 14, 2017 11:46 AM

To: Kris Throm < kthrom@darienil.gov> Subject: Pe: F-250 Quote
Good morning,
Attached is your F-250 quote. We upgraded to an 8 foot bed to accommodate the 8 foot service body. Your camera will be mounted in the mirror and there's an aluminum liner in the floor so we removed the spray in bed liner option.
On Tue, Jun 13, 2017 at 4:16 PM, Kris Throm < kthrom@darienil.gov > wrote:
Great thanks Kristen!
Thanks,
Kris Throm
City of Darien
Superintendent of Municipal Services
(630) 514-3453
To receive important information from the City of Darien sign up for our electronic newsletter: DARIEN DELECT CONNECT Follow the link and subscribing is simple!
http://www.darien.il.us/Reference-Desk/DirectConnect.aspx
From: Kristen De La Riva imailto:fléatcurrie/figmail.com

Sent: Tuesday, June 13, 2017 3:47 PM

To: Kris Throm < kthrom@darienil.gov>

Subject: Re: F-250 Quote

Just waiting for confirmation on a few things from the upfitter and the quote will be put together.

On Tue, Jun 13, 2017 at 9:29 AM, Kris Throm < kthrom@darienil.gov > wrote:

8' please. If I didn't change that for the cab & chassis can you make that change as well?

Thanks,

Kris Throm

City of Darien

Superintendent of Municipal Services

(630) 514-3453

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http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

From: Kristen De La Riva [mailto:fleetcurrie@gmail.com]

Sent: Tuesday, June 13, 2017 9:15 AM

To: Kris Throm < kthrom@darienil.gov>

Subject: Re: F-250 Quote

What size service body did you want? 6.5 foot or 8 foot?
The second secon
On Tue, Jun 13, 2017 at 8:33 AM, Kris Throm < kthrom@darienil.gov > wrote:
Awesome, thanks Kristen!
Thanks,
Kris Throm
City of Darien
Superintendent of Municipal Services
(630) 514-3453
To receive important information from the City of Darien sign up for our electronic newsletter: DESECT CONNECT Follow the link and subscribing is simple!
http://www.darien.il.us/Reference-Desk/DirectConnect.aspx
HED AT WWW. CHILDINIA STATE OF COMMON AS PA
From: Kristen De La Riva (mailto:fleetcurrie@gmail.com)
Sent: Tuesday, June 13, 2017 8:29 AM
To: Kris Throm < kthrom@darienil.gov>
Subject: Re: F-250 Quote
Will get it together today.

4

On Mon, Jun 12, 2017 at 2:32 PM, Kris Throm < kthrom@darienil.gov > wrote:

Kristen,

-Were you able to finish putting the quote together yet?	
Thanks,	
Kris Throm	
City of Darien	
Superintendent of Municipal Services	
(630) 514-3453	
	1
To receive important information from the City of Darien sign up for our electronic newsletter: DARIEN DIRECT CONNECT Follow the link and subscribing is simple!	*
http://www.darien.il.us/Reference-Desk/DirectConnect.aspx	
From: Kris Throm Sent: Tuesday, June 6, 2017 2:01 PM	
To: 'Kristen De La Ríva' < <u>fleetcurrie@gmail.com</u> > Subject: RE: F-250 Quote	
Yes please!	
Thanks,	
Kris Throm	
City of Darien	

Superintendent of Municipal Services (630) 514-3453 To receive important information from the City of Darien sign up for our electronic newsletter: DARIEN **DIRECT CONNECT** Follow the link and subscribing is simple! http://www.darien.ii.us/Reference-Desk/DirectConnect.aspx From: Kristen De La Riva [mailto:fleetcurrie@gmail.com] Sent: Tuesday, June 6, 2017 2:00 PM To: Kris Throm kthrom@darienil.gov> Subject: Re: F-250 Quote Not a problem. Wanted to be sure I wasn't going crazy. You still want Municipal Plates and the Fiberglass body, correct? On Tue, Jun 6, 2017 at 1:47 PM, Kris Throm < kthrom@darienil.gov > wrote: Sorry Kristen, not sure what happened there.

Thanks,

Kris Throm

City of Darlen

Superintendent of Municipal Services

(630) 514-3453

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http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

From: Kristen De La Riva [mailto:fleetcurrie@gmail.com]
Sent: Tuesday, June 6, 2017 1:00 PM

To: Kris Throm kthrom@darienil.gov Subject: Re: F-250 Quote

I'm sorry, but it doesn't seem like there's anything marked off on either of those attachments...

On Tue, Jun 6, 2017 at 12:56 PM, Kris Throm < kthrom@darienil.gov > wrote:

Please see attached.

Thanks,

Kris Throm

City of Darien

Superintendent of Municipal Services

(630) 514-3453

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http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

From: Kristen De La Riva [mailto:fleetcurrie@gmail.com] Sent: Tuesday, June 6, 2017 12:53 PM To: Kris Throm < kthrom@darienil.gov> Subject: Re: F-250 Quote
Yes. Please send over the contract with the marked options and we'll update it.
On Tue, Jun 6, 2017 at 12:50 PM, Kris Throm < kthrom@darienil.gov > wrote: Kristen,
I changed some of the options that I selected would you be able to update the quote so I have a firm numbe for our City Council?
Thanks,
Kris Throm
City of Darien
Superintendent of Municipal Services
<u>(630) 514-3453</u>
To receive important information from the City of Darien sign up for our electronic newsletter: DARIEN DIRECT CONNECT Follow the link and subscribing is simple!
http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

RESOLUTION NO	
	THORIZING THE PURCHASE OF ONE NEW 2017 FORD F- AB FROM CURRIE MOTORS IN THE AMOUNT OF \$41,719
BE IT RESOLVED B COUNTY, ILLINOIS, as	Y THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE follows:
SECTION 1: The	City Council of the City of Darien hereby authorizes the Mayor and City
Clerk to accept a proposal fi	rom Currie Motors for the purchase of one new 2017 Ford F-250XL 4X4
Super Cab, in an amount no	t to exceed \$41,719.00, 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 lav	
PASSED BY THE CIT	TY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 17th day of	
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE	MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
	VATULEEN MOESLE WEAVED MANOR

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



Customer Proposal

Prepared for:

Kris Throm Darien Municipal Services

Prepared by:

Kristen DeLaRiva Office: 708-479-1100 Email: fleetcurrie@gmail.com

Date: 06/13/2017 Vehicle: 2017 F-250 XL

4x4 SD Super Cab 8' box 164" WB SRW



42,434° ¢



Selected Options

Code	Description	MSRP
Base Vehicle		
Х2В	Base Vehicle Price (X2B)	\$37,875.00
Packages		
600A	Order Code 600A	N/C
	Includes: - Engine: 6.2L 2-Vaive SOHC EFI NA V8 Flex-Fuel - Transmission: TorqShift-G 6-Spd Auto w/SelectShift - GVWR: 10,000 lb Payload Package - Tires: LT245/F8x17E BSW A/S (4) - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.	
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
448	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00
STDGV	GVWR: 10,000 lb Payload Package	included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S (4)	included
64A	Wheels: 17" Argent Painted Steel	Included
	Includes painted hub covers/canter ornaments.	
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat	\$100.00
•	Includes center armrest, cupholder, storage and driver's side manual lumber.	
Other Options		
164WB	164" Wheelbase	STD
96V	XL Value Package	\$720.00
	Includes: - 4.2" Center-Stack Screen - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/Single-CD/MP3 Player Includes 6 speakers Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control	
90L	Power Equipment.Group	\$915.00

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Code	Description	MSRP
	Deletes passenger-side lock cylinder, includes upgraded door trim pane includes. - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass includes menual telescoping, heated convex spotter mirror and integral signets. - Perimeter Alarm - Power Locks - Power Taligate Lock - Power Front & Raer Seet Windows includes 1-touch up/down driver/passenger window. - Remote Keyless Entry	
66D	Pickup Box Delete	-\$625.00
	Deletes tie-down hooks, taligate and 7/4 pin connector. Incomplete vehit further manufacture and certification by a final stage manufacturer. In at manufacturers to follow the recommendations of the Ford Incomplete Vision Truck Body Builder's Layout Book (and applicable supplements). Includes: - Rear Bumper Delete - Spare Wheel, Tire, Camer & Jack Delete	ddition, Ford urges
213	4x4 Electronic-Shift-On-The-Fly (ESOF)	\$185.00
	Includes manual-locking hubs and auto rotary control on instrument pan	el.
41H_	Engine Block Heater	\$90.00
67E	Extra Extra Heavy-Duty Alternator (240 Amp)	\$85.00
52B	Trailer Brake Controller	\$270.00
	Verified to be competible with select electric over hydraulic brakes. Inclucionnector.	ides ament treiler tow
18B	Platform Running Boards	\$445.00
872	Rear View Camera & Prep Kit (Fleet)	\$415.00
	Includes loose camera, wiring bundle and electrochromic mirror with vide	eo displey.
592	LED Roof Clearance Lights	\$95.00
PAINT	Monotone Paint Application	STD
43C	110V/400W Outlet	\$75.00
	REQUIRES Extra Extra Heavy-Duty Alternator (67E) when Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/0	n ordered with Upfitter Camper Pkg. (47B).
	includes 1 in-dash mounted outlet.	, – ,
585_	Radio: AM/FM Stereo/Single- CD/MP3 Player	Included
	includes 6 speakers.	
91M	SYNC Communications & Entertainment System	\$365.00
	Includes enhanced voice recognition, 911 Assist, 4.2" LCD screen in cer smart-charging USB port and steering wheel audio controls.	nter stack, AppLink, 1
918	Amber LED Warning Strobes (Pre- Installed)	\$655.00
	Custom accessory, Includes center high-mounted stop light ber and 2 ho	ood mounted lights.
76C	Exterior Backup Alarm (Pre-Installed)	\$140.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Code	Description	MSRP
	Custom accessory.	
Fleet Options		
525_	Steering Wheel-Mounted Cruise Control	Included
942	Daytime Running Lamps (DRL) (LPO)	\$45.00
	REQUIRES Valid FIN Code.	
	The non-controllable 942 Daytime Running Lamps (DRL) replace Lamps (DRL). Includes on/off cluster controllable.	the standard Daytime Running
Emissions		
425	50-State Emissions System	STD
Interior Colors		
18_05	Medium Earth Gray	N/C
Primary Colors		
Z1_01	Oxford White	N/C
Upfit Options		
A-01	4-Corner LED Strobes	\$795.00
CD-01	Shop Manual	\$325.00
	CD ROM Shop Manuel	
D-01	Delivery	\$185.00
P-01	Municpal Plates/Title-Shipped	\$145.00
R001	RUSTPROOFING/SOUND SHIELD	\$395.00
002	8' FIBERGLASS BODY	\$9,318.00



Code	Description	MSRP
	BRAND FX SERVICE BODY - 96" LONG X 83" WIDE X 42" HIGH, 48" WIDE FLOOR, 15" DEEP 0 - COMPOSITE BODY CONSTRUCTION - ALUMINUM UNDERSTRUCTURE - """ WHITE """ GEL COAT EXTERIOR - TREAD BRIGHT ALUMINUM FLOOR & REAR BUMPER - VINYL ROCK GUARDS - REMOVABLE REAR WHEEL PANELS - NON-SKID SURFACE ON COMPARTMENT TOPS - ALUMINUM BULKHEAD & TAIL SKIRT - 10" HIGH ALUMINUM AUTOMOTIVE STYLE TAILGATE - STAINLESS STEEL HARDWARE, HINGES WITH AUTOMOTIVE S - ONE-PIECE MOLDED DOORS, AUTOMOTIVE FINISH ON BOTH - RÉCESSED DOOR SEALS WITH AUTOMOTIVE GRADE DOOR O - VINYL COATED DOOR STOP CABLES - L.E.D FMVSS 108 LIGHT PACKAGE IN BODY END PANELS "COMPARTMENT CONFIGURATION"* (2) ADJUSTABLE SHELVES - FRONT VERTICAL COMPARTMENT (1) ADJUSTABLE SHELVES - FRONT VERTICAL COMPARTMENT (1) ADJUSTABLE SHELVES - FRONT VERTICAL COMPARTMENT (1) ADJ. SHELF STREET SIDE REAR, (1) LOCKING SWIVEL HOREUSE EXISTING O.E.M. TRAILER HITCH BACKUP ALARM TRAILER RECEPTACLE, 7 WAY RV STYLE	STYLE ROTARY LATCHES SIDES SASKETS
SUBTOTAL		\$53,403.00
Destination Charge		\$1,295.00
TOTAL		\$54,698.00

2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW . XL(X2B) Price Level: 756

Warranty - Selected Equipment & Specs

Warranty

Basic Distance	:36000 miles	Months	36 months
Powertrain Distance	60000 miles	Months	60 months
Corrosion Perforation Distance	Unlimited miles	Months	60 months
Roadside Assistance			
Distance .	60000 miles	Months.	60 months



2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 756

Pricing - Single Vehicle

MSRP

Vehicle Pricing

 Base Vehicle Price
 \$37,875.00

 Options & Colors
 \$4,365.00

 Upfitting
 \$11,163.00

 Destination Charge
 \$1,295.00

Discount Adjustments

-\$12,979.00

Total

\$41,719.00

Customer Signature

Acceptance Date



2017 F-259, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Prior Level: 756

Major Equipment	, <u>, , , , , , , , , , , , , , , , , , </u>	Selected Options	MSRP
(Based on selected options, shown at right)		STANDARD VEHICLE PRICE	\$37,875.00
6.2L V-8 SOHC w/SMPI 385hp	Exterior.Oxford White	Order Code 600A	N/C
TorqShin-G 6 speed automatic w/OD	Interior:Medium Earth Gray	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-F	uel Included
 Rear locking differential driver selectable 	* 4-wheel ABS	Transmission: TorgShift-G 6-Spd Auto w/Selec	Shift Included
Brake assistance	* Traction control		
LT 245/75R17 E BSW AS S-rated tires	 Battery with run down protection 	GVWR: 10,000 lb Payload Package	included
* Firm suspension	 Advance Trac w/Roll Stability Control 	Tires: LT245/75Rx17E BSW A/S (4)	included
* Air conditioning	* Tinted glass	Wheels: 17" Argent Painted Steel	included
 Radio grade AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control 	* Bluetooth wireless streaming	164" Wheelbase	STD
Davitme numing	* Dual power remote heated mirrors	Monotone Paint Application	STD
* Variable Intermittent wipers	* 17 x 7.5 steet wheels	50-State Emissions System	STD
* Dual front airbags w/passenger cancel	Driver and front passenger seat mounted side airbags	110V/400W Quitet	\$75.00
* SecuriLock Immobilizer	* Tachometer	Rear View Camera & Prep Kit (Fleet)	\$415.00
Message Center	Underseat ducts	Pickup Box Delete	-\$625.00
* Reclining front split-bench seats	* 60-40 folding rear split-bench	Rear Bumper Delete	included
Side steps	 Audio control on steering whee! 		,
* Class V hitch	* Front axle capacity: 6000 lbs.	Spare Wheel, Tire, Carrier & Jack Delete	Included
* Rear axie capacity: 6200 lbs.	* Front apring rating: 4800 lbs.	Electronic-Locking w/3.73 Axte Ratio	\$390.00
Rear spring rating: 6340 lbs.	* Frame section modulus: 10.7 cu.in.	Power Equipment Group	\$915.00
* Frame Yield Strength 50000 pal	" Cab to axie: 58.1"	Accessory Delay	Included
Axie to end of frame: 47.5°		Trailer Tow Mirrors w/Power Heated Glass	Included
Fuel Economy			
		Perimeter Alarm	Included
		Power Locks	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See esteapenson for the most current information.

Prepared for: Kris Throm, Derien Municipal Services By: Kristen DeLaktva | Date: 02/12/2017

2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 766

City N/A



Hwy N/A

Power Tallgate Lock Included Included Power Front & Rear Seat Windows Remote Keyless Entry Included \$445,00 Platform Running Boards 4x4 Electronic-Shift-On-The-Fly (ESOF) \$185.00 Engine Block Heater \$90.00 Extra Extra Heavy-Duty Alternator (240 Amp) \$65.00 Trailer Brake Controller \$270.00 LED Roof Clearance Lights \$95.00 \$140.00 Exterior Backup Alarm (Pre-Installed) SYNC Communications & Entertainment System \$365.00 \$720.00 XL Value Package 4.2" Center-Stack Screen included Radio: AM/FM Stereo/Single-CD/MP3 Player included **Bright Chrome Hub Covers & Center Omaments** Included Included **Chrome Front Bumper** Stearing Wheel-Mounted Cruise Control included Amber LED Warning Strobes (Pre-Installed) \$655.00 Daytime Running Lemps (DRL) (LPO) \$45.00 NC Oxford White Cloth 40/20/40 Split Bench Seat \$100.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the design computer system. See salesperson for the most current information.

Prepared for: Krie Throm, Darien Muricipal Services By: Kristen DeLattive Date: 08/13/2017

2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 766

Medium Earth Gray	N/C
SUBTOTAL	\$42,240.00
Destination Charge	\$1,295.00
TOTAL	\$43,835.90

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, svalidability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Kris Throm, Danien Municipal Services By: Kriston Del.affina Date: 02/19/2017

PROPOSAL

CITY OF DARIEN MUNICIPAL SERVICES 1041 S. FRONTAGE ROAD DARIEN, ILLINOIS 60561

December 1, 2015

QUOTE Estimate for graphics for 2017.

PUBLIC WORKS TRUCK GRAPHICS PACKAGE
PER. LAYOUT SUBMITED
ALL GRAPHICS WILL BE PRINTED & REFLECTIVE
REAR White conspicuity safety striping
THREE SETS OF UNIT NUMBERS
A protective gloss laminate coating will be applied to all printed format
Please note:

Removal of any old graphics will be based on an additional quote

MATERIALS & WORKMANSHIP IS GUARANTEED FOR 3 YEARS

PRICE BASED ON 1 UNITS Smaller Larger Dumps with 5 lettering and add		\$715.00 PER UNIT \$200 00 PER UNIT
ACCEPTED:	DATE	A STATE OF THE STA
If you have any questions, please do not hesitate to call me. Thank You		

JAKE M ZAAGMAN



Ph. 630.879.2525
JAKETHESTRIPER.COM
JAKETHESTRIPER@aol.com

AGENDA MEMO Municipal Services June 26, 2017 - 6:30 p.m.

ISSUE STATEMENT

Approval of a <u>resolution</u> authorizing the mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$29,204 for Conceptual Design Services for the Cass Avenue and I-55 Cloverleaf Interchange.

BACKGROUND/HISTORY

The proposed project is for conceptual drawings for a beautification project for the I-55 and Cass Ave corridor, attached and labeled as <u>Attachment A</u>. The requested funding is for a conceptual plan for landscape designs for the Cass Ave. / I55 cloverleaf interchange. There would be two locations – the northeast and southwest quadrants of the cloverleaf interchanges. Decorative lighting, signage, plantings and other landscape features would be incorporated into the design.

There may be additional funding participation with Argon National Laboratories and the Waterfall Glen Forest Preserve.

The goal is to develop preliminary landscape designs for the northeast and southwest quadrants of the Cass Avenue and I-55 Cloverleaf interchange and includes the following scope of services:

- 1. Landscape improvements
- 2. Decorative lighting
- 3. Signage similar to the County Line Road interchange in Burr Ridge
- 4. Possible additional signage to Argon Lab and Waterfall Glen Forest Preserve
- 5. New decorative railing options on the overpass bridge
- 6. Consideration of a water feature

SCOPE OF SERVICES

CBBEL has developed the following scope of services for the successful completion of the project.

Task 1 - Prior to Design

- 1. Visit the 2 infields and create an assessment of existing conditions.
- 2. Meet with City staff and any other stakeholders to obtain impute and understand the desires and special considerations.
- 3. Review the potential jurisdictional and permitting requirements that will influence the design of the project.
- 4. Prepare base plans that depict existing conditions. For the purpose of preliminary design, aerial photos with 2 foot contours will be utilized.

Task 2 – Preliminary Design

Prepare up to three (3) alternative landscape design concepts. Provide a preliminary cost estimates for each alternative.

Prepare a concept plan based on the preferred alternative. Develop a preliminary construction cost estimate for the concept plan and prepare a summary memorandum.

<u>Task 3</u> – Present Concepts to City Staff and Elected Officials

Present alternative landscape designs to City staff and receive comments and impute. Make any adjustments to designs and associated preliminary cost estimates. Present final plans to elected officials.

Below is an estimate of fees for the project:

TASK	FEE
Task 1 – Prior to Design	\$ 5,928
Task 2 – Preliminary Design	\$ 21,528
Task 3 – Public Outreach and Meetings	\$ 1,248
Direct Costs	\$ 500
Total	\$ 29,204

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

	ACCOUNT DESCRIPTION	FY17/18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
	CAPITAL PURCHASES			
]	CASS/I55 STREETSCAPE			
25-35-4390	PLAN DESIGN	\$29,200	\$ 29,204	\$ (4.00)

STAFF RECOMMENDATION

Staff recommends approval of a resolution authorizing the mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. In an amount not to exceed \$29,204 for Conceptual Design Services for the Cass Avenue and I-55 Cloverleaf Interchange.

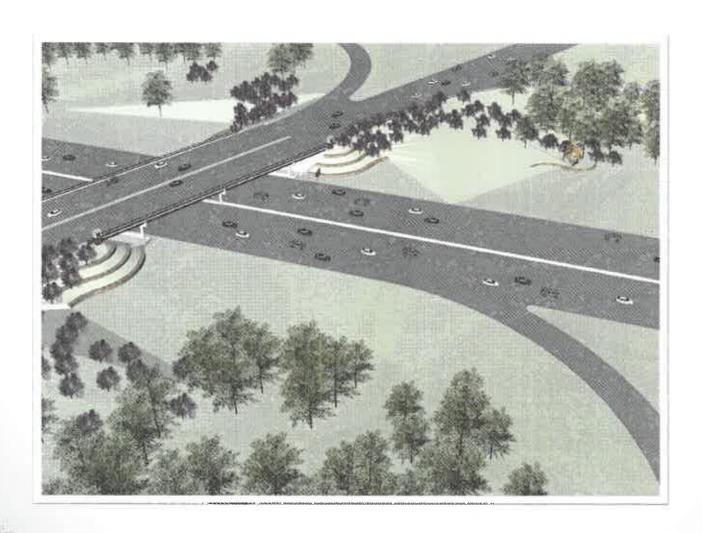
ALTERNATE DECISION

As recommended by the Committee.

DECISION MODE

This item will be on the July 17, 2017, City Council agenda for formal consideration.

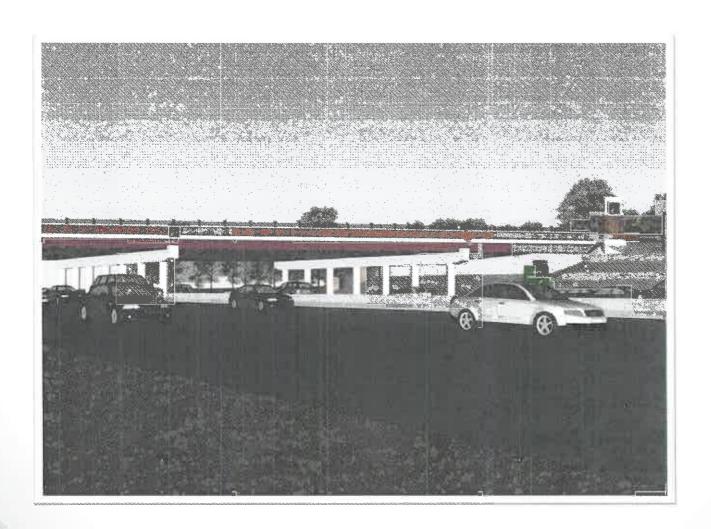
I-55 and CASS AVENUE Enhancements



I-55 and CASS AVENUE Bridge Enhancements



Bridge Enhancements



DECOL	UTION	NO	
KESUL	/U/ Q// N	INU.	

RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$29,204 FOR CONCEPTUAL DESIGN SERVICES FOR THE CASS AVENUE AND I-55 CLOVERLEAF INTERCHANGE.

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$29,204 for conceptual design services for the Cass Avenue and I-55 cloverleaf interchange, 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 17th day of July, 2017.

AYES:

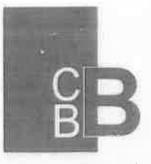
NAYS:

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of July, 2017.

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

May 25, 2017

City of Darien 1702 Plainfield Road Darien, IL 60561

Attention:

Daniel Gombac

Director of Municipal Services

Subject:

Proposal for Conceptual Design Services for the Cass Avenue and I-55 Cloverleaf Interchange

Dear Daniel:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for Conceptual Design Services for the Cass Avenue and I-55 Cloverleaf Interchange. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that it is the goal of the City is to develop preliminary landscape designs for the northeast and southwest quadrants of the Cass Avenue and I-55 Cloverleaf interchange.

The preliminary landscape designs shall include the following;

- 1. Landscape improvements
- 2. Decorative lighting
- 3. Signage similar to the County Line Road interchange in Burr Ridge
- 4. Possible additional signage to Argon Lab and Waterfall Glen Forest Preserve
- 5. New decorative railing options on the overpass bridge
- 6. Consideration of a water feature

SCOPE OF SERVICES

CBBEL has developed the following scope of services for the successful completion of the project.

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- 3. Review the potential jurisdictional and permitting requirements that will influence the design of the project.
- 4. Prepare base plans that depict existing conditions. For the purpose of preliminary design, aerial photos with 2 foot contours will be utilized.

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Prepare up to three (3) alternative landscape design concepts. Provide a preliminary cost estimates for each alternative.

Prepare a concept plan based on the preferred alternative. Develop a preliminary construction cost estimate for the concept plan and prepare a summary memorandum.

Task 3 - Present Concepts to City Staff and Elected Officials

Present alternative landscape designs to City staff and receive comments and impute. Make any adjustments to designs and associated preliminary cost estimates. Present final plans to elected officials.

ESTIMATE OF FEE

Our estimated fee for this project is as follows:

TASK	FEE
Task 1 - Prior to Design	\$ 5,928
Task 2 - Preliminary Design	\$21,528
Task 3 – Public Outreach and Meetings	\$ 1,248
Direct Costs	\$ 500
Total	\$29,204

Please note that any requested meetings or additional services are not included in the preceding fee estimate, and will be billed on a time and material basis.

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. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation 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. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this proposal as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE President	
Encl. Schedule of Charges General Terms and Conditions	
THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS FOR THE CITY OF DARIEN:	D
BY:	
TITLE:	
DATE:	

DLL/DG

N:\PROPOSALS\ADMIN'2017\Darien Case Avenue and I55 Cloverleaf Interchange.doc

CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES JANUARY, 2017

JANUAR 1, 2011	
	Charges*
Personnel	<u>(\$/Hr)</u>
Principal	257
Engineer VI	232
Engineer V	191
Engineer IV	155
Engineer III	140
Engineer I/II	110
Survey V	213
Survey IV	180
Survey III	157
Survey II	115
Survey I	90
Engineering Technician V	182
Engineering Technician IV	148
Engineering Technician III	133
Engineering Technician I/II	115
CAD Manager	161
Assistant CAD Manager	140
CAD II	140
CAD I	108
GIS Specialist III	135
GIS Specialist I/II	78
Landscape Architect	155
Environmental Resource Specialist V	200
Environmental Resource Specialist IV	155
Environmental Resource Specialist III	128
Environmental Resource Specialist I/II	105
Environmental Resource Technician	105
Administrative	98
Engineering Intern	59
Information Technician III	118
Information Technician I/II	107
Direct Costs	
Author Addition Physics I American Burn Burn Burn Burn Burn Burn Burn Bur	A 460

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

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2017

^{*}Charges include overhead and profit

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.

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.

- 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. <u>Suspension of Services</u>: 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.

- 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.
- 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.

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. <u>Standard of Practice</u>: 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. <u>Compliance With Laws</u>: 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. <u>Indemnification</u>: 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. <u>Waiver of Contract Breach</u>: 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 & without effect to the extent they conflict with the terms of this Agreement.
- 16. <u>Amendment</u>: 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. <u>Force Majeure</u>: 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.
- 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. <u>Designation of Authorized Representative</u>: 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. <u>Limit of Liability</u>: 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. <u>Client's Responsibilities</u>: 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 lillinois 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.

Job Site Safety/Supervision & Construction Observation: The Engineer shall neither 28. 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. <u>Insurance and Indemnification</u>: 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. <u>Hazardous Materials/Pollutants</u>: 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.

June 13, 2005
P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc

AGENDA MEMO Municipal Services Committee Meeting June 26, 2017

ISSUE STATEMENT

Approval of a <u>resolution</u> to enter into a contract with Amber Mechanical Contractors for the removal and replacement of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, in amount not to exceed \$453,731

AND

A contingency in the amount of \$15,000 for unforeseen repairs related to the removal and replacement of HVAC components.

BACKGROUND

The existing HVAC system is in need of upgrade and replacement due to consistent mechanical failures and repairs. The system is 25 years of age and parts have become obsolete, maintenance costs continue to rise and the system is unreliable. Staff continues to experience issues with the following:

- Variable frequency drives motors are not properly controlling the supply and return fans
- Compressors on the condenser units have been taken off line due to parts being obsolete
- Continuous freon leaks on condenser unit
- Boiler is inconsistent with switching over to pump in operation.
- The SCADA system & computer that house the HVAC controls are obsolete and communications to the system fails frequently

The scope of work calls out for the following:

- Selective demolition and construction for the removal and or replacement of all HVAC package units, boilers, air exchangers, and exhaust fans and electronics.
- Associated abatement / demolition, architectural, structural, mechanical, plumbing, and electrical work as required per the manufacturers specifications and current building codes.
- 5 Year Maintenance Contract

Sealed bids were opened on Wednesday, June 21, 2017. A summary of three (3) bids received is attached and labeled as <u>Attachment A</u>. Amber Mechanical Contractors provided the lowest responsive bid.

The funding for the HVAC would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17-18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
	Police Dept			
25-35-4376	HVAC	\$ 502,000	\$453,731	\$ 48,269
	Police Dept			
	HVAC-			
25-35-4376	CONTINGENCY		\$ 15,000	\$ 33,269

Staff Recommendation

Approval of a resolution to enter into a contract with Amber Mechanical Contractors for the removal and replacement of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, in amount not to exceed \$453,731

AND

A contingency in the amount of \$15,000 for unforeseen repairs related to the removal and replacement of HVAC components.

References for Amber Mechanical Contractors have been verified with satisfactory feedback.

Alternate Consideration

As directed by the Committee

Decision Mode

This item will be placed on the July 17, 2017 City Council agenda for formal consideration.

June 21, 2017 10:30 a	a.m.	MCCAULEY MECHANICAL CONSTRUCTION INC		AMBER MECHANICAL CONTRACTORS INC		OAK BROOK MECHANICAL SERVICES INC		SERVICES INC		
ITEM	WORK DESCRIPTION	MANUFACTURER	UNIT	COST	MANUFACTURER	UNIT	COST	MANUFACTURER	UNIT	COST
1	Remove one (1) boiler, supply and install two (2) new condensing boilers, including adjacent ductwork, piping, venting, stabilizers and fire stopping	Lochinvar Boilers B&G Pumps	Lump Sum	\$124,338.00	Lochinvar Boilers B&G Pumps	Lump Sum	\$92,400.00	Laars	Lump Sum	\$179,000,00
2	Remove two (2) air cooled chillers with two (2) new air cooled chillers, including adjacent ductwork, piping, venting, stabilizers and fire stopping	Trane ACCUs	Lump Sum	\$170,822.00	Carrier	Lump Sum	\$152,000.00		Lump Sum	\$138,000.00
3	Refurbish two (2) existing alr handler units, including adjacent ductwork, piping, venting, stabilizers and fire stopping	ABB VFDs	Lump Sum	\$43,946.00	ARR VEDs	Lump Sum	\$49,900.00		Lump Sum	\$43,000.00
3-a Option 1	Remove two (2) existing air handler units, supply and install two (2) new air handler units, including all valve actuators and insulations, adjacent ductwork, piping, venting, stabilizers and fire stopping,	Trane AHUs	Lump Sum	\$85,623,00					•	
4-a Option 1	Building Automation Control Upgrade As per Page 17,	Automated Logic	Lump Sum		Automated Logic	Lump Sum	\$94,900.00	Automated Logic	Lump Sum	\$126,000.00
4-b Option 2	Building Automation Control Upgrade As per Page 17, Item 5 Option 2	Automated Logic	Lump Sum		Automated Logic	Lump Sum		Automated Logic	Lump Sum	\$4,300.00
5	Fire dampers as required per manufacture	n/a	Lump Sum		Not Listed	Lump Sum	\$11,725.00		Lump Sum	\$4,000.00
E	Fire dampers as required per manufacture	ın/a								
3			UNIT PRICE		Not Listed Amber Mechanical	UNIT PRICE	\$2,931.00	Ruskin	N/A	N/A
5	5 Year Maintenance Agreement BID AWARD BASED ON TOTAL COST OF 1,2,3a,4b, 5 and 6.The city reserves the right to determine the options	McCauley Services Division	Lump Şum	\$20,284.00	Services	Lump Sum	\$48,700.00	N/A	Lump Sum	\$48,880.00
TOTAL PROJECT COST	·			\$454,751.00			\$453,731.00			\$500,180.00

RESOI	UTION	NO.	
	10 11011	T 4 7 6	

JOANNE E. RAGONA, CITY CLERK

APPROVAL OF A RESOLUTION TO ENTER INTO A CONTRACT WITH AMBER MECHANICAL CONTRACTORS FOR THE REMOVAL AND REPLACEMENT OF THE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT THE DARIEN POLICE DEPARTMENT, 1710 PLAINFIELD ROAD, IN AMOUNT NOT TO EXCEED \$453,731 AND A CONTINGENCY IN THE AMOUNT OF \$15,000 FOR UNFORESEEN REPAIRS RELATED TO THE REMOVAL AND REPLACEMENT OF HVAC COMPONENTS.

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to enter into a contract with Amber Mechanical Contractors for the removal and replacement of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, in amount not to exceed \$453,731 and A contingency in the amount of \$15,000 for unforeseen repairs related to the removal and replacement of HVAC components, 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 17th day of July, 2017.

AYES:

NAYS:

ABSENT:

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

ILLINOIS, this 17th day of July, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

APPROVED AS TO FORM	
CITY ATTORNEY	

BIDDER SUMWARY SHEET

2017 HVAC REPLACEMENT

POLICE DEPARTMENT

Firm Name: Amber Mechanical Contractors, Inc
Address: 11950 S Central Ave
City, State, Zip Code: Alsip IL 60803-3402
Contact Person: William J Beukema Jr
FEIN #: 36-2814872
Phone: () 708-597-9700 Fax: () 708-597-5875
Mobile: () 708-351-0402
E-mail Address: wbeukemajr@ambermech.com

SCHEDULE OF PRICING

*		
MEM	WORK DESCRIPTION MAN	UFACTURER UNIT COST
*	Remove one (1) boiler, supply and install	1,000
	two (2) new condensing boilers, including	пане
	adjacent ductwork, piping, venting,	Lucan
1	stabilizers and fire stopping LOCHINVAR	Lump 92 400
To the second se	Remove two (2) air cooled chillers with	Suill Fiz 1900
	two (2) new air cooled chillers, including	
	adjacent ductwork, piping, venting,	Lauren
2	stabilizers and fire stopping CARLIER	Lump 1520
	Refurbish two (2) existing air bandles with	Sum 17 LAPOS
	Refurbish two (2) existing air handler units, including adjacent ductwork, piping,	Lump 192000
3		
	venting, stabilizers and fire stopping	3 Sum 41.500
	Remove two (2) existing air handler units,	de la companya de la
	supply and install two (2) new air handler	
2 -	units, including all valve actuators and	910-0
3-a	insulations adjacent ductwork, pining	Lump 14,700
Ohmou T	venting, stabilizers and the stopping,	4 3 Juni
4-a	Building Automation Control Upgrade As	Lump
Option 1	per Page 16, Item 5 Option 1	(4a) Sum (000
4-b	Building Automation Control Upgrade As	Lump
Option 2	per Page 16, Item 5 Option 2	45 Sum 5980
		Lump
5	Fire dampers as required per manufacture 🎺	(5) Sum 1725
		Lump
6	5 Year Maintenance Agreement	Sum 457
TOTAL	BID AWARD BASED ON TOTAL COST OF	40,100
PROJECT	1,2,3a,4b, 5 and 6.The city reserves the	
COST	right to determine the options upon review.	Marie 1 -
		405,625

- OUL CONTROLS ARE BASED ON AUTOMATED LOGIC

- DAMPOR UDIT FRICE, WE FIGURED \$2,931.25

Damper manufacturer will be Greenheck

Firm Name: Amber Mechanical Contractors, Inc
Signature of Authorized Representative:
Title: Co-President Date: 6/21/17
ACCEPTANCE: This proposal is valid for 120 calendar days from the date of submittal.
BUSINESS ORGANIZATION:
Sole Proprietor: An individual whose signature is affixed to this bid.
Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners.
X Corporation: State of incorporation: L
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois. In submitting this bid, it is understood that the City of Darien reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid. In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.
Amber Mechanical Contractors, Inc (Corporate Seal)
Business Name
Signature Print or type name William J Beukema
Title Co-President Date 6/21/17

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

ı _, <u>William</u> J Beukema Jr	, being first duly sworn certify
and say that I am Co-President	
(insert "sole City of Darien," "partner," "president," o	r other proper title) of
Amber Mechanical Contractors, Inc	, the Prime Contractor
submitting this proposal, and that the Prime Contract	or is not barred from contracting with any
unit of state or local government as a result of a viola	tion of either Section 33E-3, or 33E-4 of the
Illinois Criminal Code, or of any similar offense of "l	oid-rigging" or "bid-rotating" of any state or
of the United States.	
Signature of Person Making Certification	
Subscribed and Sworn To Before Me This _21st_Day	
_{of} June, _{20_17}	
Notary Public Shally although	
	OFFICIAL SEAL SHIRLEY A. OLTHOF NOTARY PUBLIC - INDIANA My Comm. Expires 2-10-2023

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must. Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added) Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes: ...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, William J Beukema Jr , having submitted a bid for Amber Mechanical
(Name of Contractor) for HVAC work (General Description of Work Bid on) to the City of Darien, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).
By: Authorized Agent of Contractor Subscribed and Sworn To
Before Me This 21st Day of June , 20 17
Notary Public Shally Otthe

OFFICIAL SEAL SHIRLEY A. OLTHOF NOTARY PUBLIC - INDIANA My Comm. Expires 2-10-2023

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

EOUAL EMPLOYMENT OPPORTUNITY cont.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

VENDOR INFORMATION

TO BE COMPLETED BY VENDOR						
COMPANYNAME: Amber Mechanical Contractors, Inc						
CONTACT PERSON: William J Beukema Jr						
ADDRESS: 11950 S Central Ave						
CITY, STATE, ZIP CODE: Alsip IL 60803-3402						
TELEPHONE NUMBER: Office 708-597-9700 Mobile 708-351-0402						
FACSIMILE NUMBER: 708-597-5875						
E-MAIL ADDRESS wbeukemajr@ambermech.com						
AUTHORIZED SIGNATURE:						

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MMIDDAYYY) 5/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONPERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE FOLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

	e tarms and conditions of the policy, rtificate holder in lieu of such endors				idoree	ment. A stat	ement on thi	is cartificate does not co	nfer rig	jhts to the
PROD	UCER				CONTA	CT Kenneth	Wienckows	lki		
Assi	rance Agency, Ltd				PHONE (847) 463-7180 FAX No. (847) 440-912					40-9123
	E Golf Road				FMAL	sa-kwiencko	wski@assur	япсеаселсу.сом		
	a 1100 aumburg IL 60173				MANASA KWIENCKOWSKI MASSULTANCE SQUENCY.COM					MAIC 6
All Sides and	1001100012				INSURER A: Westfield Insurance Company					4112
EARTH	en /	MB	EME	C-02		ate:Accident			j	2304
Ami	er Mechanical Contractors, Inc.				MŠURE	2	2282			
119	50 S. Central Ave.				maunes a Indian Harbor Ins Co					
Aisir) IL 60803				INSURER #:					
					INSURE					
CO	/ERAGES CER	TIFIC	CATE	NUMBER: 2048461439		11.1		REVISION NUMBER:	-	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
IMER LTR	TYPE OF THRURANCE	ADDE	SUSR	POLICY NUMBER		POLICY EFF	POLICY EXP	LIMITS		
A	GENERAL LIABILITY			CNIMGB88192		4/1/2017	4/1/2018		32,000,4	100
	X COMMERCIAL CENSERAL LIABILITY	ì		1				DAMAGE TO RENTED	3500.00	D

LTR	TYPE OF MAURANCE		SUSR SVD	POLICY NUMBER	PCLICY EFF	(BENNERAL STATES	LIMIT	
Α	GENERAL LIABILITY			C1/1MG988192	4/1/2017	4/1/2018		32,000,000
	X COMMERCIAL GENERAL LIABILITY]					DAMAGE TO RENTED PREMISES (F1 constrains)	3500,000
	CLAINS-MADE X OCCUR						MED EXF (Any one person)	\$10,000
							PERSONAL & ADVINJURY	\$2,030,000
1							GENERAL AGGREGATE	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	S					PRODUCTS - COMP/OF AGG	\$4,000,000
	POLICY X PRO- X LOC							\$
A	AUTOMOBILE LIABILITY			CMM0986192	4/1/2017	4/1/2018	(Ea actident)	\$1,000,000
	X ANYAUTO	1				1	SODILY INJURY (Per person)	\$
1	ALLOWNED SCHEDULED AUTOS	Į		,			BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED	s .		!		1	PROPERTY DAMAGE (Per accident)	3
ł								\$
A	X UMBRELLA LIAS X OCCUR			CMM0986192	4/1/2017	4/1/2018	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,000,000
	CED RETENTIONS					·		ş
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			V/CS7500206	4/1/2017	4/1/2018	X WESTATIS OTH	
	ANY PROPRIETOR/PARTNER/EXECUTIVE (N) OFFIGER/MEMBER EXCLUDED? (Mendalory in NM)						THE EACH ACCEDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	if yes, describe under DESCRIPTION OF CPERATIONS below						EL DISEASE - POUCY LIMIT	\$1,000,0 00
CD	Leased & Remed Professional/Pollution			1HCA25 7257 PEC00 28 31008	4/1/2017 4/1/2017	4/1/2018 4/1/2018		\$100,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCINO 101, Additional Remarks Schodule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
,	Daniel St. Kfarow
	hermones eldels IIA MOITA COURSE CARDA CAR

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

June 8, 2017

ADDENDUM 1

Sealed Bid for;

CITY OF DARIEN POLICE DEPARTMENT HVAC REPLACEMENT

Bid Date: June 21, 2017 Bid Time: 10:30 AM

The following questions were presented at the Walkthrough on June 7, 2017.

The following questions were presented to us at the PD HVAC walkthrough.

1. Is the Logic Control portion to be quoted separately or through the mechanical companies?

RESPONSE: The City is requesting the automation portion to be included as part of the contact and is referred to on Page 17-Items 4-a and 4b.

2. The 5% bid deposit, a check or a bid bond?

RESPONSE: Either a cashier's check or bid bond is acceptable

3. Maintenance agreement states first year, no cost, and an additional 4 years. How the pricing should be defined as for years 2-5.

RESPONSE: The contract calls out for a Lump sum price for the Syear period.

Bidders shall submit, on company letterhead, an hourly rate for; normal business hours, after hour rates, and an emergency rate cost.

This sheet Addendum 1 must be signed, dated and returned with the bid package.

I hereby am in receipt of the Addendum 1.

Signature

Dated

6/21/17

June 12, 2017

ADDENDUM 2

Sealed Bid for;

CITY OF DARIEN POLICE DEPARTMENT HVAC REPLACEMENT

Bid Date: June 21, 2017 Bid Time: 10:30 AM

The following questions were presented via e-mail on June 8, 2017.

 Please provide a clearer photo of the equipment information tag for the air handling unit located in the attic above the men's restroom. Equipment tag should include the model and serial numbers.

RESPONSE-Photos and serial numbers provide

2) Please see attached photos of the (2) existing air-cooled condensers. If the existing piping is to remain in place, are we to include cost in our bid to repair/replace the existing insulation on the piping that is located outdoors? The current piping insulation is either completely missing or damaged.

RESPONSE-All insulation shall be replaced, if missing, damaged and as it relates to new piping.

3) Mechanical scope item #2 as listed on page #15 of the bidding documents calls for the replacement of the (2) existing air-cooled condensers. The refrigerant in the existing system is R-22. The new air-cooled condensers will not be available as R-22 refrigerant. Are we to include the cost to demo existing and provide all new refrigeration piping and AHU coils to coordinate with the refrigerant change?

RESPONSE-Cost is to include all demo and provide all new refrigeration piping and AHU coils to coordinate with the compliant refrigerant.

4) Will background checks, fingerprinting, etc. be required for construction staff working on site at the Police Department?

RESPONSE-Background checks and fingerprinting will not be required. All personnel shall be required to wear company identification badges

This sheet Addendum 2 must be signed, dated and returned with the bid package.

I hereby am in receipt of the Addendum 2.

Signature Le/2/1/7 Dated

AMBER MECHANICAL CONTRAMO Company Name 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 2017 HVAC REPLACEMENT - POLICE DEPARTMENT

(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 email 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
Ву:	8у:
Print Name:	Print Name:
Title: Mayor	Title:
Date:	Date:

Item g

AGENDA MEMO

Municipal Service Committee June 26, 2017

ISSUE STATEMENT

Liquor License: Consideration of an ordinance amending the Liquor Control Regulations, Section 3-3 of the City Code, to create a new liquor license, a Class P License and to amend the Class H License and to reduce the number of licenses from three to two.

ORDINANCE

OVERVIEW/DISCUSSION

Zazzo's submitted the attached written request to Mayor Weaver, who is also the Liquor Commissioner, to allow their bar to open at 8:00am. Currently, Zazzo's has a Class H License which allows them to begin serving alcohol at 11:00am except on Sundays, which they can begin serving at noon.

- A) A Class H License shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.
- (B) It shall be unlawful for any person to sell or offer for sale at retail in the city between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the city between one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)
- (C) The number of Class H Licenses shall be three (3). (Ord. 0-24-16, 7-18-2016)
- (D) The annual fee for a Class H License shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-39-94, 9-19-1994)

If the Council were to approve this request staff has prepared a new license classification, Class P.

Draft P--3-3-7-8: CLASS P LICENSE:

- (A) A Class P License shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.
- (B) It shall be unlawful for any person to sell or offer for sale at retail in the city between one o'clock (1:00) A.M. and eight o'clock (8:00) A.M. The commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-39-94,

Agenda Memo Class O Liquor License...Page 2

9-19-1994)

- (C) The number of Class P Licenses shall be one (1).
- (D) The annual fee for a Class H License shall be two thousand five hundred dollars (\$2,500.00).

STAFF FINDINGS/RECOMMENDATIONS

The Liquor Commissioner, Mayor Kathleen Weaver, supports an ordinance amending the Liquor Control Regulations, Section 3-3 of the City Code, to create a new liquor license, a Class P License and to amend the Class H License and to reduce the number of licenses from three to two.

ALTERNATE CONSIDERATION

As directed per the Committee

DECISION MODE

This item will be on the July 17, 2017, City Council agenda for formal consideration

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO.____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 3-3-7, "CLASSIFICATION OF LICENSES AND FEES", OF THE DARIEN CITY CODE

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 17th DAY OF JULY, 2017

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this 17th day of July, 2017.

RDINANCE NO).
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AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 3-3-7, "CLASSIFICATION OF LICENSES AND FEES", OF THE DARIEN CITY CODE

SECTION 1: Section 3-3-7-8 of the Darien City Code, "Class H License" is hereby amended to read as follows:

3-3-7-8: CLASS H LICENSE:

(D) The number of Class H Licenses shall be three (3) two (2)

SECTION 2: Section 3-3-7, "Classification of Licenses and Fees", of the Darien City Code, as amended, is hereby further amended by adding new Subsection 3-3-7-16, "Class P License", to read as follows:

- A. A Class P License shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.
- B. It shall be unlawful for any person to sell or offer for sale at retail in the city between one o'clock (1:00) A.M. and eight o'clock (8:00) A.M. The commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)
- C. The number of Class P Licenses shall be one (1).
- D. The annual fee for a Class H License shall be two thousand five hundred dollars (\$2,500.00)

SECTION 3: The existing Subsection 3-3-7-16, "Payment of Fees, Expiration Date", is hereby renumbered as Subsection 3-3-7-17.

SECTION 4: Section 3-3-23 of the Darien City Code, "Copy of Ordinance to Be Provided Licensees", as amended, is hereby further amended to read as follows:

3-3-23: COPY OF ORDINANCE TO BE PROVIDED LICENSEES: A licensee to whom a class A, B, C, D, E, F, G, H, I, K, M, N, O and P license is issued hereunder shall annually be provided with a copy of this chapter, and shall sign a certificate stating that said copy has been provided and that the licensee agrees to comply with all provisions hereof as a condition of said license.

ORDINANCE NO	
SECTION 5: This Ordinance shall be	in full force and effect from and after its passage
and approval, and shall subsequently be publisl	hed in pamphlet form as provided by law.
PASSED BY THE CITY COUNCI	L OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 17th day of July, 2	017.
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR OF	THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 17th day of July, 2017.	
A TYPE OTE	KATHLEEN MOESLE WEAVER, MAYOR
ATTEST:	
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	

AGENDA MEMO

Municipal Services Meeting June 26, 2017 6:30 p.m.

ISSUE STATEMENT

Approving an <u>ordinance</u> 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.

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 June 5, 2017.

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 July 17, 2017 agenda for formal City Council consideration and approval.

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 17th DAY OF JULY, 2017

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this ____ day of July, 2017.

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

ORDINANCE NO. _____

the State of Illinois effective June 5, 2017, 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 April 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.

ORDINANCE NO.	
SECTION 7: This Ordinance s	shall be in full force and effect from and after its
passage and approval as provided by law.	
PASSED BY THE CITY COUNCI	IL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 17th day of July, 20	017.
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR OF	THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 17 th day of July, 2017.	
ATTEST:	KATHLEEN MOESLE WEAVER, MAYOR
JOANNE E. RAGONA, CITY CLERK	5
APPROVED AS TO FORM:	
CITY ATTORNEY	

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

DUPAGE COUNTY PREVAILING WAGE RATES EFFECTIVE JUNE 5, 2017

				Base	Foreman	M-F						
TradeTitle	Region	Type	Class	Wage	Wage	OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC	ΑII	BLD		37.46	39.95	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
CEMENT MASON	ΑII	All		44.25	46.25	2.0	1.5	2.0	13.65	15.51	0.00	0.65
CERAMIC TILE FNSHER	All	BLD		37.81	37.81	1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMMUNICATION												
TECH	All	BLD		33.00	35.40	1.5	1.5	2.0	10.10	17.19	2.07	0.61
ELECTRIC PWR EQMT												
OP	All	All		37.89	51.48	1.5	1.5	2.0	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT												
OP	All	HWY		40.59	55.15	1.5	1.5	2.0	5.25	12.59	0.00	0.71
ELECTRIC PWR												
GRNDMAN	All	All		29.30	51.48	1.5	1.5	2.0	5.00	9.09	0.00	0.29
ELECTRIC PWR												
GRNDMAN	All	HWY		32.50	55.15	1.5	1.5	2.0	5.25	10.09	0.00	0.58
ELECTRIC PWR												
LINEMAN	All	All		45.36	51.48	1.5	1.5	2.0	5.00	14.06	0.00	0.45
ELECTRIC PWR												
LINEMAN	All	HWY		48.59	55.15	1.5	1.5	2.0	5.25	15.07	0.00	0.85

ELECTRIC PWR TRK												
DRV	ΑII	All		30.34	51.48	1.5	1.5	2.0	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK												
DRV	ΑII	HWY		31.40	53.29	1.5	1.5	2.0	5.00	9.73	0.00	0.31
ELECTRICIAN	ΑII	BLD		38.74	42.74	1.5	1.5	2.0	12.10	20.81	4.43	0.68
ELEVATOR	. 48											
CONSTRUCTOR	ΑII	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90
FENCE ERECTOR	NE	All		38.34	40.34	1.5	1.5	2.0	13.15	13.10	0.00	0.40
FENCE ERECTOR	W	ALL		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
GLAZIER	All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94
HT/FROST INSULATOR	ΑII	BLD		48.45	50.95	1.5	1.5	2.0	11.47	12.16	0.00	0.72
IRON WORKER	Ε	All		46.20	48.20	2.0	2.0	2.0	13.65	21.52	0.00	0.35
IRON WORKER	W	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70
LABORER	ΑΠ	All		40.20	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
LATHER	All	All		44.35	46.35	1.5	1.5	2.0	13.29	16.39	0.00	0.63
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	All	All		33.45	33.45	1.5	1.5	2.0	10.25	14.44	0.00	0.46
MARBLE MASON	All	BLD		44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59
MATERIAL TESTER I	All	All		30.20	30.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MATERIALS TESTER II	All	All		35.20	35.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MILLWRIGHT	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
OPERATING ENGINEER	All	BLD	1	49.10	34.50	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	FLT		37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30

OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON												
WORKER	Ε	All		45.00	47.50	2.0	2.0	2.0	13.55	17.94	0.00	0.65
ORNAMNTL IRON												
WORKER	W	All		45.06	48.€6	2.0	2.0	2.0	10.52	20.76	0.00	0.70
PAINTER	All	All		42.93	44.93	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ΑII	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	All		44.35	46.35	1.5	1.5	2.0	13.29	16.39	0.00	0.63
PIPEFITTER	Αll	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	ΑII	BLD		44.63	47.31	1.5	1.5	2.0	10.25	15.03	0.00	0.85
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	ΑII	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	Αll	BLD		45.77	47.77	1.5	1.5	2.0	10.65	14.10	0.00	0.82
SPRINKLER FITTER	Αll	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	All		42.07	44.07	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
STONE MASON	ΑII	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	ΑII	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	ΑII	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	ΑII	HWY		33.50	35.10	1.5	1.5	2.0	8.10	7.62	0.00	0.25
TRUCK DRIVER	Αll	All	1	36.30	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	Αll	All	2	36.45	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	ΑII	All	3	36.65	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	4	36.85	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TUCKPOINTER	Αll	BLD		43.62	44.62	1.5	1.5	2.0	10.25	14.11	0.00	0.48

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.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

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 yeards;

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 | AND ||

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 II".

MINUTES CITY OF DARIEN MUNICIPAL SERVICES COMMITTEE May 22, 2017

PRESENT: Alderman Joseph Marchese - Chairman, Alderman Thomas Belczak,

Dan Gombac - Director

ABSENT: Alderman Thomas Chlystek

ESTABLISH OUORUM

Chairman Joseph Marchese called the meeting to order at 6:30 p.m. at City Hall Council Chambers, Darien, Illinois and declared a quorum present.

NEW BUSINESS

a. Resolution – Approval of a resolution authorizing the purchase of one new Skid Steer Loader Model 26D from Patten Cat in an amount not to exceed \$50,692.

Mr. Dan Gombac, Director reported that items a., b., and c., were approval of a Skid Steer. He reported that the Skid Steer will be used on various jobs for minor grading, restorations, asphalt patching, drainage projects and limited snow removal operations. Mr. Gombac reported that the machine has various attachment options that may be required in the future. He reported that included are two buckets, a snow push box and a tilt trailer and \$2,700 under budget.

There was no one in the audience wishing to present public comment.

Alderman Belczak made a motion and it was seconded by Alderman Marchese approval of a resolution authorizing the purchase of one new Skid Steer Loader Model 26D from Patten Cat in an amount not to exceed \$50,692.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

b. Resolution – Approval of a resolution authorizing the purchase of one new Snow Sectional Pusher Model ARCT LD-10.5 from Russo Power Equipment in an amount not to exceed \$6,200.

There was no one in the audience wishing to present public comment.

Alderman Belczak made a motion and it was seconded by Alderman Marchese approval of a resolution authorizing the purchase of one new Snow Sectional Pusher Model ARCT LD-10.5 from Russo Power Equipment in an amount not to exceed \$6,200.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

c. Resolution – Approval of a resolution authorizing the purchase of one new Tilt Trailer Model JRC Split Tilt 17+4 from A&W Auto Truck and Trailer in an amount not to exceed \$5,610.

There was no one in the audience wishing to present public comment.

Alderman Belczak made a motion and it was seconded by Alderman Marchese approval of a resolution authorizing the purchase of one new Tilt Trailer Model JRC Split Tilt 17+4 from A&W Auto Truck and Trailer in an amount not to exceed \$5,610.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

d. Resolution – Approval of a resolution to accept a proposal from Advanced Roofing Team to provide gutters and downspouts and installation at the Police Department Sally Port, 1710 Plainfield Road in an amount not to exceed \$8,110.

Mr. Dan Gombac, Director reported that the sally port of the police department currently has no gutters. He reported that during intense rain storms that the water has overwhelmed the trough drains and causes minor flooding in the sally port. He further reported that staff recommends adding two gutters and four down spouts on the north side of the police department.

There was no one in the audience wishing to present public comment.

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution to accept a proposal from Advanced Roofing Team to provide gutters and downspouts and installation at the Police Department Sally Port, 1710 Plainfield Road in an amount not to exceed \$8,110.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

e. Resolution – Approval of a resolution authorizing the purchase of one new Altec Model AT40G Articulating Telescopic Aerial Truck and Equipment from Altec Industries in an amount not to exceed \$114,693.

Mr. Dan Gombac, Director reported that the proposed vehicle and equipment package will be replacing Unit 501, 2007 Ford F-350 utility truck. He reported that the vehicle has surpassed the replacement rating. Mr. Gombac reported that the vehicle is an upgrade and will be used for trimming hazardous branches, identifying trees with diseases, seasonal banner installation and removal and holiday lighting at the Historical Society.

Chairperson Marchese questioned if new brackets would be needed for the new decorative lights.

Mr. Gombac reported that they will need to be replaced but that staff may be able to order locally.

There was no one in the audience wishing to present public comment.

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution authorizing the purchase of one new Altec Model AT40G Articulating Telescopic Aerial Truck and Equipment from Altec Industries in an amount not to exceed \$114,693.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

f. Resolution – Approval of a resolution authorizing the purchase of one new 2017 Ford F-250XL 4X4 Super Cab from Landmark Ford in the amount of \$41,752.

Mr. Dan Gombac, Director reported that this vehicle replaces a 2009 Chevrolet Silverado with 125,000 miles. He reported that the vehicle is for the Water Division and is used for appointments, JULIE locates and carries various tools for projects. Mr. Gombac reported that the vehicle will be purchased through the State of Illinois Joint Purchasing Program.

There was no one in the audience wishing to present public comment.

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution authorizing the purchase of one new 2017 Ford F-250XL 4X4 Super Cab from Landmark Ford in the amount of \$41,752.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

g. Resolution – Approval of a resolution authorizing the purchase of one new Vermeer BC1800XL Brush Chipper, to be awarded to Vermeer Midwest, in an amount not to exceed \$71,656.

Mr. Dan Gombac, Director reported that the present Brush Chipper has been experiencing ongoing mechanical issues related to electrical and mechanical. He reported that the chipper has exceeded 12 years. He further reported that the equipment will be purchased through the National Joint Purchasing Alliance.

There was no one in the audience wishing to present public comment.

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution authorizing the purchase of one new Vermeer BC1800XL Brush Chipper, to be awarded to Vermeer Midwest, in an amount not to exceed \$71,656.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

h. Resolution – Approval of a resolution authorizing the purchase of one new trailer, Model No. 5CAM614FTT Tilt Trailer, from A&W Truck and Trailer in the amount of \$6,103.

Mr. Dan Gombac, Director reported that the existing trailer is in poor condition and approximately 16-20 years old. He reported that the new trailer would be a double axel tilt trailer for the asphalt roller.

There was no one in the audience wishing to present public comment.

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution authorizing the purchase of one new trailer, Model No. 5CAM614FTT Tilt Trailer, from A&W Truck and Trailer in the amount of \$6,103.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

i. Ordinance - Approval of an ordinance authorizing the disposal of surplus property.

There was no one in the audience wishing to present public comment.

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of an ordinance authorizing the disposal of surplus property.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

j. Resolution – Approval of a resolution accepting a proposal from Lakewood Painters for the patching and painting of the interior and exterior of the Darien Police Department, 1710 Plainfield Road, in an amount not to exceed \$25,160 and a contingency in the amount of \$5,000 for unforeseen repairs related to the removal and replacement of limited drywall.

Mr. Dan Gombac, Director reported that patching and painting will be completed over two phases and both completed this year. He reported that the patching and painting will be for the interior and exterior of the police department. He further reported that the project is under budget.

There was no one in the audience wishing to present public comment.

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution accepting a proposal from Lakewood Painters for the patching and painting of the interior and exterior of the Darien Police Department, 1710 Plainfield Road, in an amount not to exceed \$25,160 and a contingency in the amount of \$5,000 for unforeseen repairs related to the removal and replacement of limited drywall.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

k. Resolution - Approval of resolution accepting a proposal from Desitter Flooring, Inc. for the labor, material and installation to remove and replace the existing carpeting at the Darien Police Department, 1710 Plainfield Road, in an amount not to exceed \$43,054.07.

Mr. Dan Gombac, Director reported that this is for the removal and replacement of the carpet at the police department.

There was no one in the audience wishing to present public comment.

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution accepting a proposal from Desitter Flooring, Inc. for the labor, material and installation to remove and replace the existing carpeting at the Darien Police Department, 1710 Plainfield Road, in an amount not to exceed \$43,054.07.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

1. Resolution - Approval of a resolution to enter into a contract agreement with Detroit Salt for the purchase of rock salt in an amount not to exceed \$193,241.97.

Mr. Dan Gombac, Director reported that this is for the purchase of rock salt for street de-icing operations during the snow season.

There was no one in the audience wishing to present public comment.

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Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution to enter into a contract agreement with Detroit Salt for the purchase of rock salt in an amount not to exceed \$193,241.97.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

m. Resolution – Approval of a resolution to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2017/2018 Rock Salt Agreement.

Mr. Dan Gombac, Director reported that this Intergovernmental Agreement is to provide rock salt to the Darien Park District for their street de-icing operations during the snow season. He reported that the District does not have the facilities to accommodate rock salt in bulk.

There was no one in the audience wishing to present public comment.

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2017/2018 Rock Salt Agreement.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

n. Resolution – Approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2017/18 Rock Salt Agreement.

Mr. Dan Gombac, Director reported that this Intergovernmental Agreement is to provide rock salt to Center Cass School District #66 for their de-icing operations during the snow season. He reported that the School District does not have the facilities to accommodate rock salt in bulk.

There was no one in the audience wishing to present public comment.

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2017/18 Rock Salt Agreement.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

o. Resolution – Approval of a resolution accepting a proposal from Ramiro Guzman Landscaping Inc. for the removal of existing landscaping and supplying and installation of new plantings as designated for Phase 1-3, at the City of Darien, 1702 and 1710 Plainfield Road in an amount not to exceed \$71,000.

Mr. Dan Gombac, Director reported that this is for removal and replacement of the landscaping adjacent to the police department and City Hall buildings.

Chairperson Marchese suggested adding an electronic sign at City Hall for discussion at the next goal setting session.

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution accepting a proposal from Ramiro Guzman Landscaping Inc. for the removal of existing landscaping and supplying and installation of new plantings as designated for Phase 1-3, at the City of Darien, 1702 and 1710 Plainfield Road in an amount not to exceed \$71,000.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

p. Minutes - April 24, 2017 Municipal Services Committee

Alderman Marchese made a motion and it was seconded by Alderman Belczak to approve the April 24, 2017 Municipal Services Committee meeting minutes.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

DIRECTOR'S REPORT - Public Hearing Notification Survey Results

Mr. Dan Gombac, Director reported that the Village of Willowbrook conducted a survey regarding their operations. He reported that the City of Darien is right in line with the survey results but that the City takes it one step further.

Chairperson Marchese stated very rarely are there complaints regarding lack of notification.

NEXT SCHEDULED MEETING

Chairman Marchese announced that the next regularly scheduled meeting is scheduled for Monday, June 26, 2017 at 6:30 p.m.

ADJOURNMENT

With no further business before the Committee, Alderman Marchese made a motion and it was seconded by Alderman Belczak to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 7:12 p.m.

RESPECTFULLY SUBMITTED:

Joseph Marchese	Thomas Belczak	
Chairman	Alderman	
Thomas Chlystek	_	
Alderman		