

AGENDA
Municipal Services Committee
August 26, 2013
6:30 P.M. – Council Chambers

- 1. Call to Order & Roll Call**
- 2. Establishment of Quorum**
- 3. New Business**
 - a. 8691 Wood Vale** – Petitioner requests a variation to permit the construction of a 6-foot tall fence within a rear yard adjacent to a neighboring front yard, on a corner lot
 - b. Dotty’s Brookhaven Plaza, 7516 Cass Avenue** – Petitioner requests a special use to permit a drinking and eating establishment within the B-2 Community Shopping Center District
 - c. 1041 S. Frontage Road, Darien Municipal Services** - Petitioner requests the following approvals to permit the construction of a 300-foot tall wireless communications tower:
 1. A special use for public and private utility facilities within the I-1 General Industrial District.
 2. A variation to permit a tower at 300 feet tall where 60 feet is the maximum permitted.
 3. A variation to permit a detached accessory structure within a front yard.
 4. A variation to reduce the required front yard setback from 50 feet to 30 feet.
 - d. Resolution** – Accepting a proposal from Associated Technical Services, Ltd. for 2 (two) FCS Model S-30 Ultrasonic Leak Surveyor units in an amount not to exceed \$9,100.00
 - e. Resolution** – Authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for a temporary easement at 7515 South Cass Avenue-Heritage Plaza for the 75th Street and Cass Avenue Reconstruction Project
 - f. Ordinance** – Authorizing the disposal of surplus property
 - g. Resolution** – Authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City’s 2013 Rock Salt Agreement with North American Salt Company

- h. 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 2013 Rock Salt Agreement with North American Salt Company
 - i. Resolution** – Accepting the Unit Price proposal from The Fields on Caton Farm, Inc. for the purchase and installation of the 50/50 Parkway Tree program and the planting of various parkway trees in an amount not to exceed \$28,795.00
 - j. Resolution** – Accepting a proposal from Corrpro Companies, Inc. for the removal and replacement of the cathodic protection system for the water plant located at 67th Street and Wilmette Avenue in an amount not to exceed \$22,500.00
 - k. Resolution** – Accepting a quote from Advanced Automation and Controls Inc for a Radio Communication System in an amount not to exceed \$19,660.00
 - l. Minutes** – July 22, 2013 – Municipal Services Committee
- 4. Director’s Report**
 - 5. Next scheduled meeting** – September 23, 2013
 - 6. Adjournment**

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: August 26, 2013

Issue Statement

PZC 2013-05: **8691 Woodvale Drive:** Requests a variation to permit the construction of a 6-foot tall fence within a rear yard adjacent to a neighboring front yard, a corner lot.

Applicable Regulations: Zoning Ordinance: 5A-5-8-2(A)(4): Fence Regulations, Residence Districts

General Information

Property Owner/
Petitioner: Tracy and Donna Beaman
 8691 Woodvale Drive
 Darien, IL 60561

Property Location: 8691 Woodvale Drive

PIN: 09-31-409-005

Existing Zoning: R-2 Single-Family Residence

Existing Land Use: Single-family home

Surrounding Zoning and Land Use:

North: R-2 Single-Family Residence: single-family residence
South: R-3 Residential District (Woodridge) and R-2 Single-Family Residence (DuPage County): single-family residences
East: R-2 Single-Family Residence: single-family residence
West: R-2 Single-Family Residence: single-family residence

Comprehensive Plan Update: Low-Density Residential

History: No cases found.

Size of Property: 15,547 square feet

Floodplain: Floodplain map does not show floodplain on this parcel.

Natural Features: None

Transportation: Property has frontage on Woodvale Drive and 87th Street.

Documents Submitted

This report is based on the following information submitted to the Community Development Department by the petitioner:

1. Plat of Survey, 1 sheet, prepared by Webster and Associates, dated March 12, 1987.

Planning Overview/ Discussion

The subject property is located at the northeast corner of Woodvale Drive and 87th Street. This is a corner lot where the rear yard of the subject property abuts the front yard of a neighboring property fronting onto 87th Street.

Currently, the petitioner has a 6-foot tall fence enclosing their rear yard. They plan to remove the fence and construct a new fence. The new fence is required to comply with the current Zoning Ordinance.

Section 5A-5-8-2(A)(4) provides the following: Fences shall be permitted in the rear yard to a height not to exceed 6 feet, provided that the height of the fence shall not exceed 4 feet in that part of the actual rear yard abutting a front yard of another lot.

The petitioner is seeking a variation to construct a 6-foot tall fence within the portion of their rear yard abutting a neighboring front yard. The plat of survey is attached along with two aerial photos illustrating the rear yard and front yards of the neighboring properties.

The variation request must address the following criteria for approval:

1. Whether the general character of the property will be adversely altered.
2. Whether the overall value of the property will be improved and there will not be any potential adverse effects on the neighboring properties.
3. Whether the alleged need for the variation has been created by any person presently having a proprietary interest in the premises.
4. Whether the proposed variation will impair an adequate supply of light and air in adjacent property, substantially increase congestion in the public streets, increase the danger of fire or endanger the public safety.

5. Whether the proposed variation will adversely alter the essential character of the neighborhood.

Staff Findings/Recommendations

If the resident to the east does not object, staff does not object to the variation petition. As of the writing of this memo, staff has not received any questions, comments or objections concerning the proposed variation.

The proposed variation will not adversely alter the general character of the property, it will not impair the adequate supply of light and air to the adjacent property, nor will the proposed variation adversely alter the essential character of the neighborhood.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation to grant the variation:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-05 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.

Planning and Zoning Commission Review – August 21, 2013

The Planning and Zoning Commission considered this matter at their meeting on August 21, 2013. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Louis Mallers, Raymond Meilkus, Pauline Oberland, Kenneth Ritzert, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff memo and pointing out the aerial map illustrating the relationship between the rear yard of the subject property and front yard of the neighboring property.

Tracy Beaman, the petitioner was present. Mr. Beaman stated he plans to replace the existing fence with the same type of fence.

Commissioner Mallers asked how long the existing fence was there.

Mr. Beaman stated the fence is 25 years old.

Mr. Griffith stated that subdivision as annexed in 1992.

Commissioner Hickok asked why a 6-foot fence is needed over a 4-foot fence.

Mr. Beaman stated 87th Street is noisy and having a portion of the fence 6 feet and then 4 feet would not look good.

Commissioner Hickok stated he did not object to the variation.

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

Without further discussion, Commissioner Vonder Heide made the following motion seconded by Commission Kiefer:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-05 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.

Upon a roll call vote, THE MOTION CARRIED by a vote of 9-0.

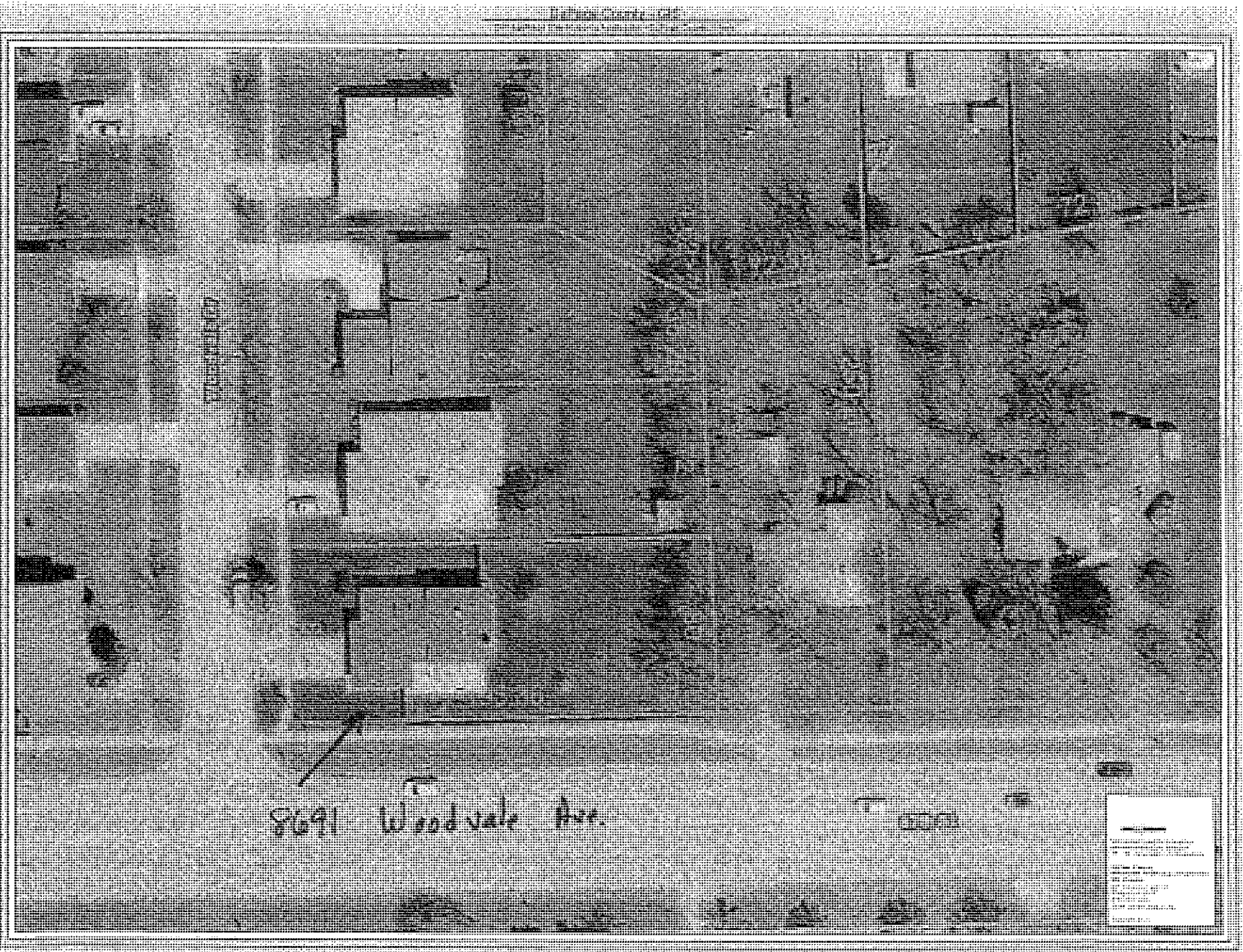
Municipal Services Committee – August 26, 2013

Based on the Planning and Zoning Commission review and recommendation, staff recommends the Committee make the following recommendation to grant the variation:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-05 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on August 21, 2013.
The Municipal Services Committee will consider this item at its meeting on August 26, 2013.





8691 Woodvale Ave

Area of rear yard adjacent to neighboring front yard.

Copyright © 2000
Aerial photography provided by
Aerial Photography
Aerial Photography
Aerial Photography
Aerial Photography
Aerial Photography

Ordinance O-13-88: PUD amendment to allow for an addition, revised parking layout, landscaping, reface building, and signage. A variation also granted to reduce building setback along Plainfield Road.

Ordinance O-27-89: Special use and variation for a recycling center.

Ordinance O-54-92: PUD amendment to allow for a restaurant, Popeyes Chicken.

Ordinance O-19-00: PUD amendment to allow for the outdoor play area.

Ordinance O-14-01: PUD amendment to allow for the façade change to Popeye's restaurant.

Ordinance O-8-02: PUD amendment, façade renovation.

Ordinance O-27-04: PUD amendment to allow for the Walgreens Pharmacy drive-thru.

Ordinance O-20-07: PUD amendment, façade renovation.

Ordinance O-27-10: PUD amendment to permit 9-foot wide parking stalls.

Size of Property:	9.36 acres
Floodplain:	Floodplain map does not show floodplain on this parcel.
Natural Features:	None
Transportation:	Property has frontage and access on Cass Avenue, 75 th Street and Plainfield Road.

Documents Submitted

This report is based on the following information submitted to the Community Development Department by the petitioner:

1. Letter from petitioner, dated July 29, 2013.
2. Aerial photo of shopping center and parking lot photos, 9 sheets.
3. Dotty's information, 20 sheets.

Planning Overview/ Discussion

The petitioner proposes to open a drinking and eating establishment within the Brookhaven Plaza.

The petitioner provided information on the proposed use and a generic layout of their establishment, included with this memo.

The proposed use includes video gaming. Video gaming licenses go through the State. The petitioner states they will seek local approval (zoning, liquor license and business license), then seek a gaming license with the State. They plan to open once they obtain their gaming license.

The City Council will need to amend the Liquor Code to add the appropriate liquor license for this use.

Dotty's plans to be located at the south side of the shopping center, next to Taikwondo and near Brookhaven Marketplace. The petitioner should address whether there is adequate parking to meet the needs of the existing businesses as well as theirs, such as when they expect their peak business activity to occur in relation to other businesses within the shopping center.

Under the Darien Zoning Ordinance, parking requirements for a shopping center are based on the square footage of the shopping center, not on individual businesses within the shopping center. There appears to be underutilized parking on the east side of the shopping center.

The special use request must address the following criteria for approval:

1. That the special use is deemed necessary for the public convenience at the location specified.
2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.
3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be a variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.
6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

8. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the Planning and Zoning Commission and the Municipal Services Committee.

Staff Findings/Recommendations

Staff supports the proposed use. The proposed use is consistent with uses typically located in a retail shopping center.

The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood, the proposed special use provides a public convenience at the location specified.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation to grant the special use petition:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-06 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.

Planning and Zoning Commission Review – August 21, 2013

The Planning and Zoning Commission considered this matter at their meeting on August 21, 2013. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Louis Mallers, Raymond Meilkus, Pauline Oberland, Kenneth Ritzert, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff memo.

Daniel Fisher, the petitioner, was present. He stated the proposed use is geared an adult, typically an older lady, who does not want to or feel comfortable going to a bar for a drink to play video gaming.

The Commission asked about the 4 drink limit.

Mr. Fisher stated the limit is intended to maintain the type of atmosphere they want. He stated some patrons may be there for several hours and consume a few drinks over several hours or be there a

short time.

The Commission asked if there was adequate parking and how many customers at a time they would expect to have.

Mr. Fisher stated they tend to remain steady throughout the day with 3-5 patrons at a time, stating that he thought there was enough parking to meet their needs. He stated they offer table service only, no bar, they have 20 seats and you must be at least 21 to enter.

The Commission asked about the number of gaming machines.

Mr. Fisher stated State law limits them to 5 machines. He stated each state is different.

Commissioner Kiefer stated he has heard about Dotty's from relatives in other states and said the business has a good reputation and felt it would be a good addition to Darien.

There was not anyone in the public to offer comments.

Without further discussion, Commissioner Mallers made the following motion seconded by Commissioner Vonder Heide:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-06 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.

Upon a roll call vote, THE MOTION CARRIED by a vote of 9-0.

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on August 21, 2013.
The Municipal Services Committee will consider this item at its meeting on August 26, 2013.



July 29, 2013

Ms. Maria E. Gonzalez
City of Darien
City Clerk's Office
1702 Plainfield Road
Darien, IL 60561

Re: Special Use Application for 7516 Cass Avenue, Darien, Illinois

Dear Ms. Gonzalez:

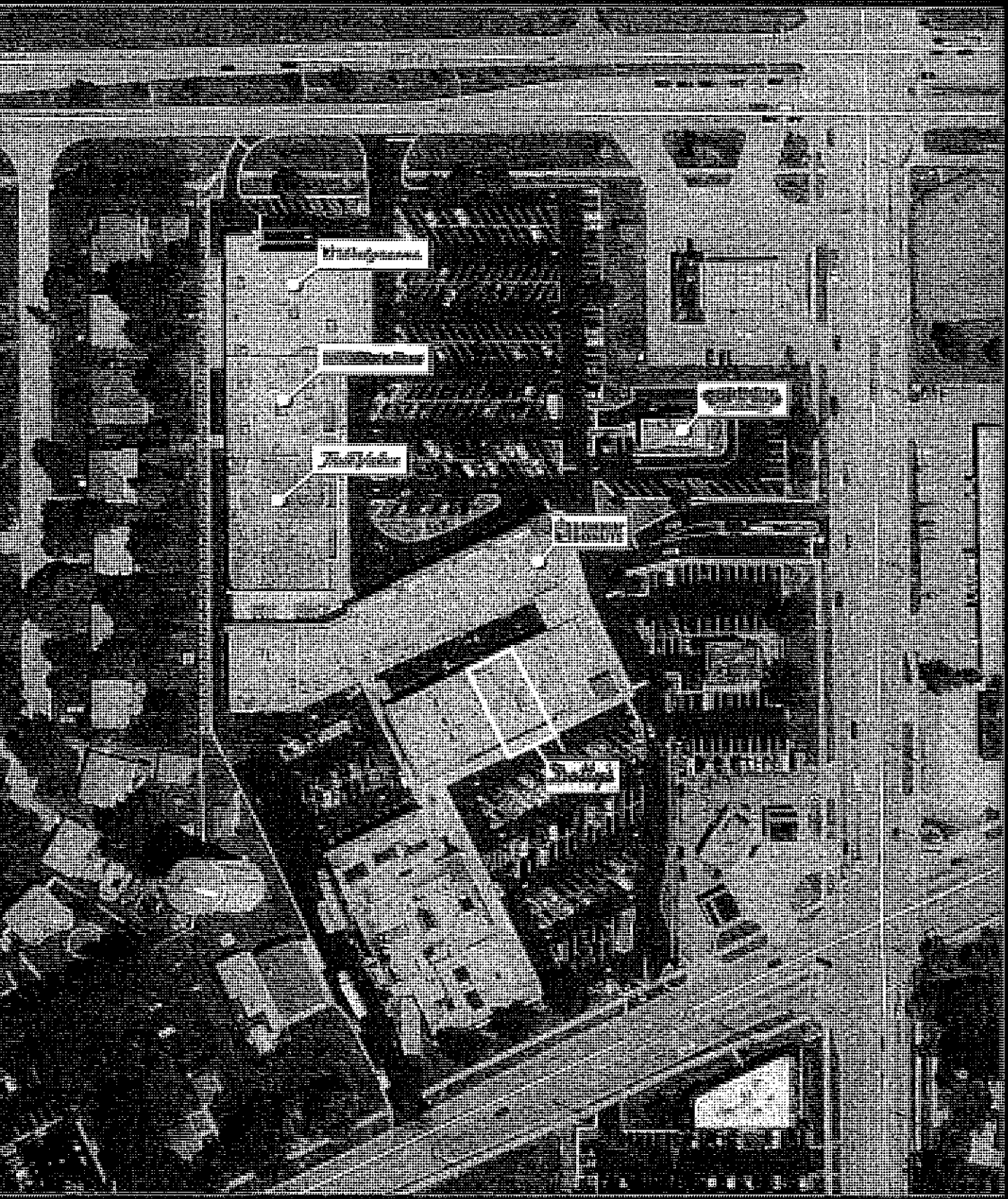
Dotty's has been in operation for 20 years and has more than 150 units in Oregon, Montana and Nevada. The standard for Dotty's is to operate as a country kitchen with beer, wine and Alcohol service. We have developed a concept that is an alternative to the traditional sports bar or tavern. Our concept is warm and welcomes everyone (over the age of 21) with bright open spaces decorated with our country classic decor and feel. We have a 4 drink max in place for alcoholic beverages to avoid over-serving and bringing in the wrong clientele into our locations. Alcohol sales are not a primary focus of the business with no off premises sale of alcohol. A rotating food menu is offered that allows for keeping our menus up to date with the current demands. We will also be applying for a Video Gaming license to offer video gaming terminals for our customers' entertainment.

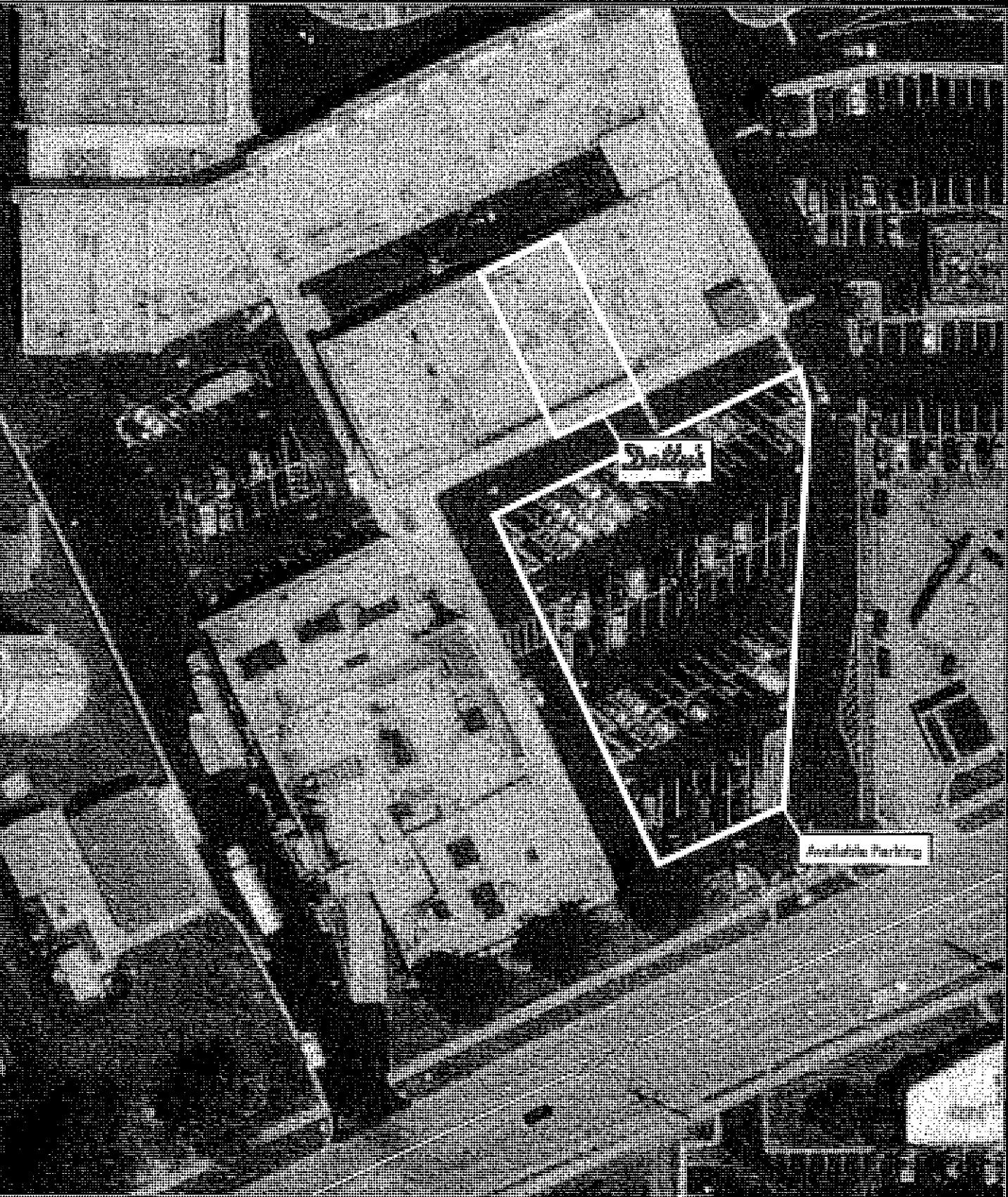
We look forward to telling you more about Dotty's and hopefully becoming a member of the Darien business community. Thank you again for your time and consideration.

Sincerely,

Dan Fischer
President and CEO
Illinois Café & Service Company, LLC

702-265-5812 Cell
Dfischer605@me.com
www.dottyscafe.com

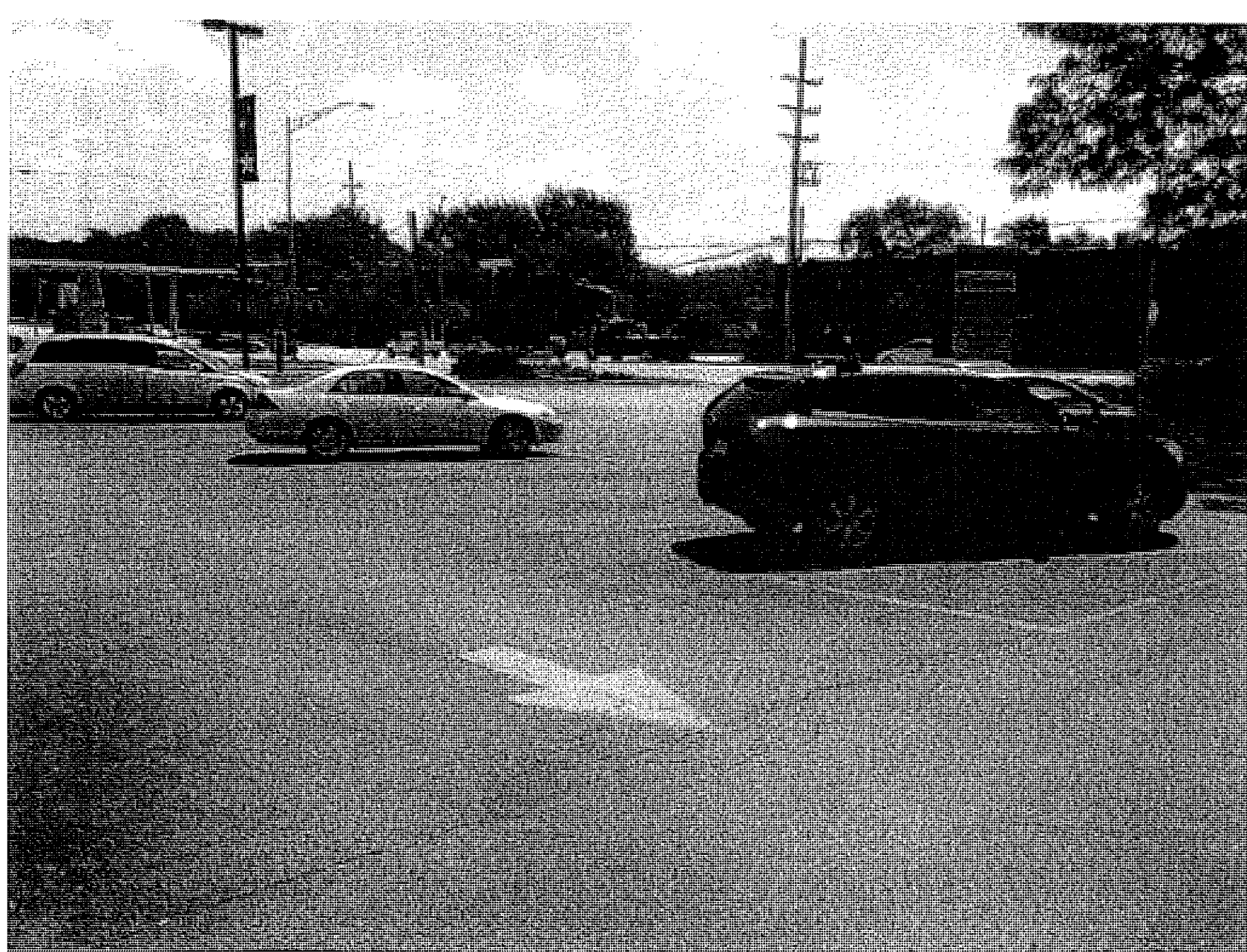














FLORIST



July 23, 2013

Ms. JoAnne Ragona
City Clerk
City of Darien
1702 Plainfield Road
Darien, Illinois 60561

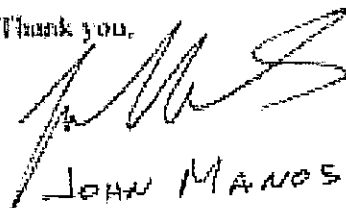
RE: Illinois Café & Service Company, LLC d/b/a Doty's Special Use Application for
7516 Cass Avenue, Unit 24, Brookhaven Plaza, Darien, Illinois ("Property")

Dear Ms. Ragona:

I am the authorized representative for Jenico & Associates, Ltd. ("Owner"), the owner of the Property. Pursuant to a lease agreement with the Owner, Illinois Café & Service Company, LLC d/b/a Doty's is the tenant for the Property.

The Owner hereby acknowledges and supports Illinois Café & Service Company, LLC d/b/a Doty's Special Use application for the Property.

Thank you.



JOHN MANOS

Dattys

www.dattyscaric.com



The Dotty's business model began in Oregon in 1992. The company founder developed the concept as an alternative to the traditional sports bar/restaurant establishment.

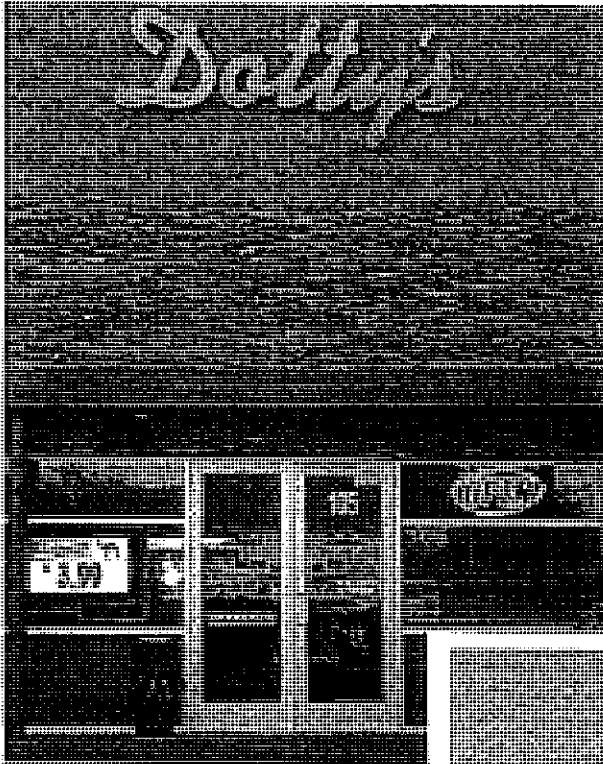
Dotty's would be different.

We locate in major shopping centers with well lit, safe and secure close in parking. Our warm, welcoming interiors have bright open spaces with a country kitchen appeal. The rotating food menu of established favorites and wide selection of beer and wine provide something for everyone over 21. However, our targeted customers consume more cold drinks and great Dotty's coffee while catching up with friends. Our loyal patrons are primarily older women who appreciate our non-intimidating relaxed friendly atmosphere.

Dotty's can provide your commercial center:

- Strong, reliable tenant with stores in Montana, Oregon and Nevada
- Timely rental payments
- The proven ability to drive business to the commercial center

Dotty's has a proven track record and would be a perfect addition to your commercial center. Thank you for your consideration.



**Over 150 Locations
in 3 States!!!**

OREGON - 50

NEVADA - 100

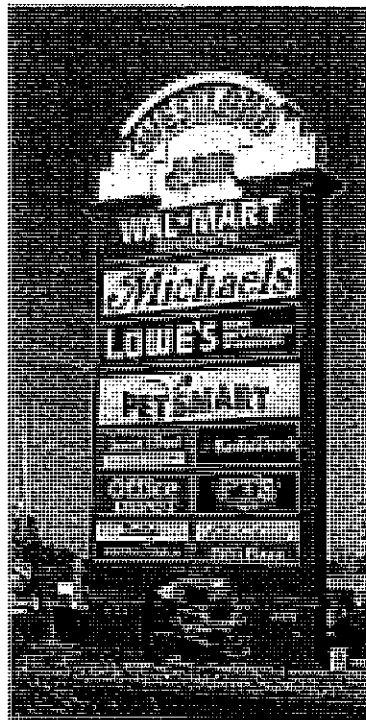
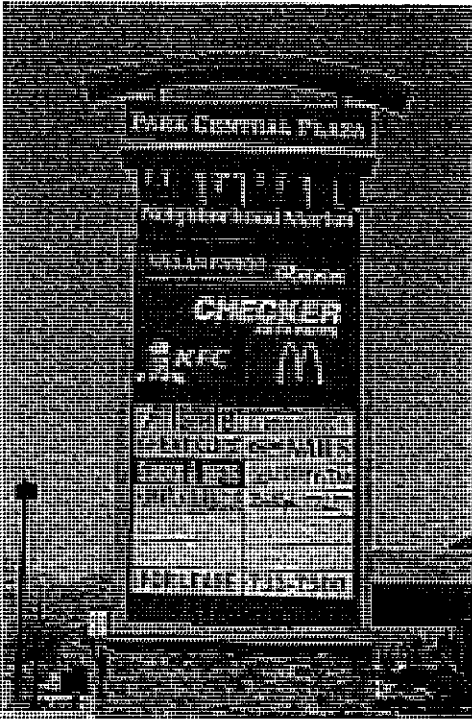
MONTANA - 6



**Including 14 inside
FOOD4LESS
and 10 inside
Kmart**

(Nevada)

Located in Shopping Centers with National Chains



Smith's
FOOD & DRUG STORES

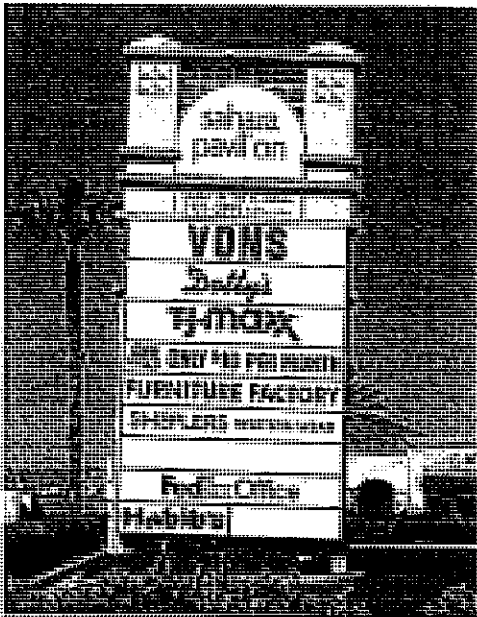
WinCo
FOODS

VONS



LOWE'S

TRADER JOE'S



Walmart
Save money. Live better.

Walgreens

BI-MART



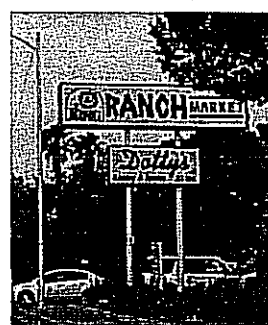
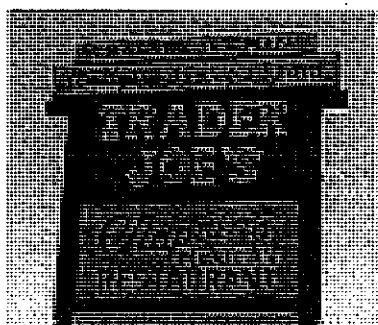
PETSMART

Michael's
THE ART AND CRAFT STORE

ROSS
DRESS FOR LESS

TJ-MAXX

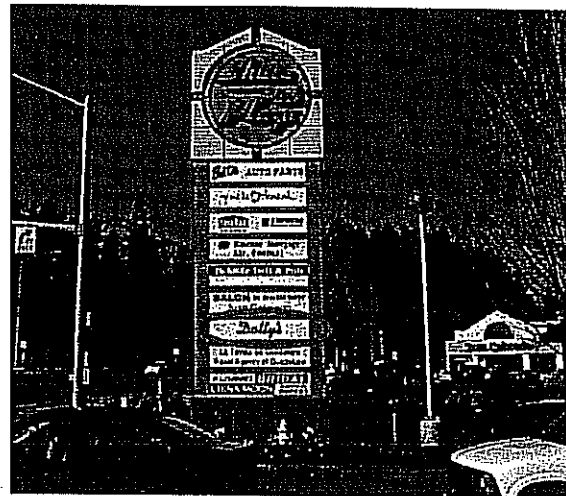
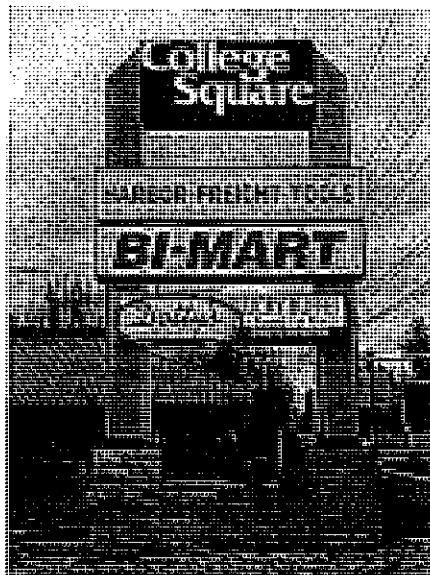
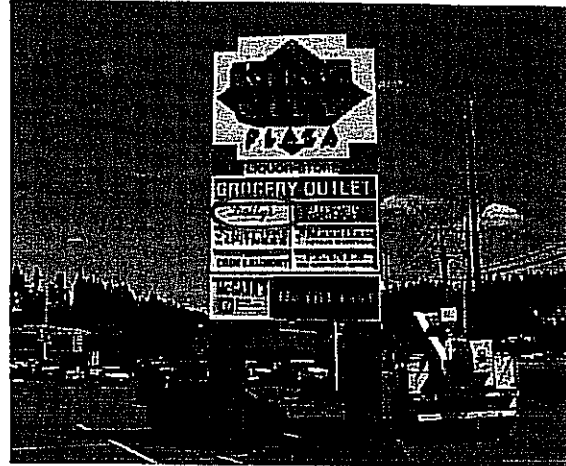
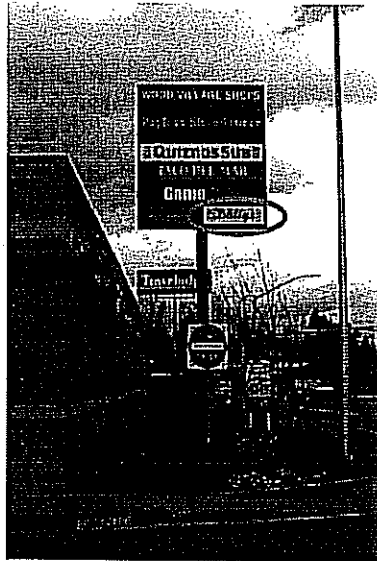
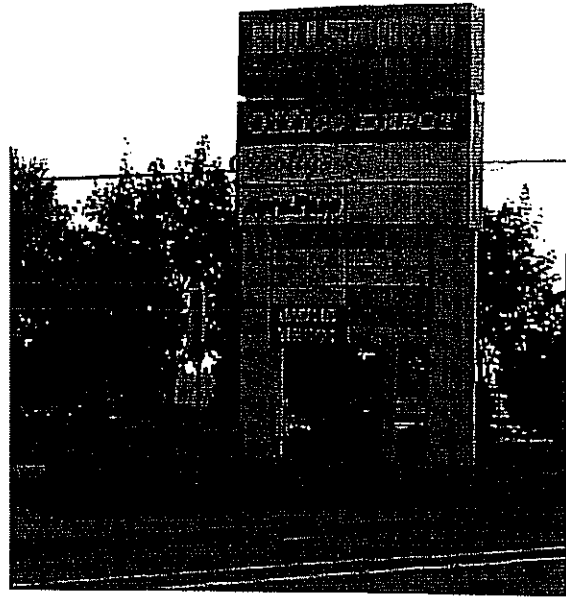
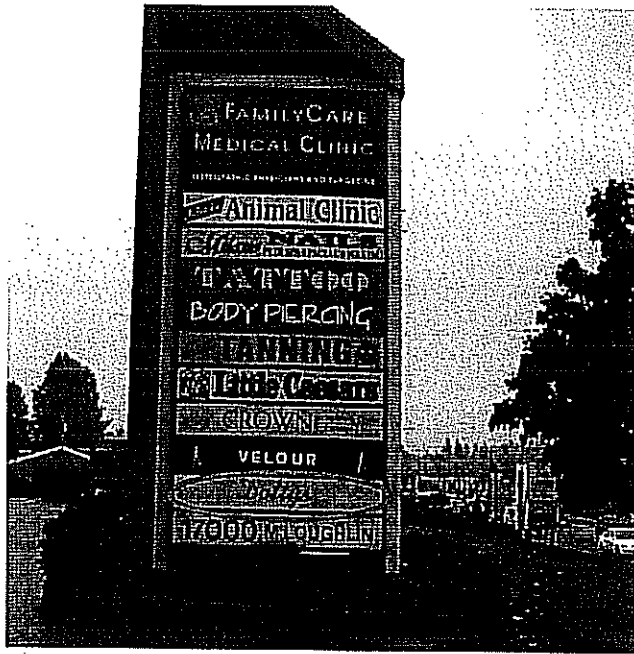
Office DEPOT

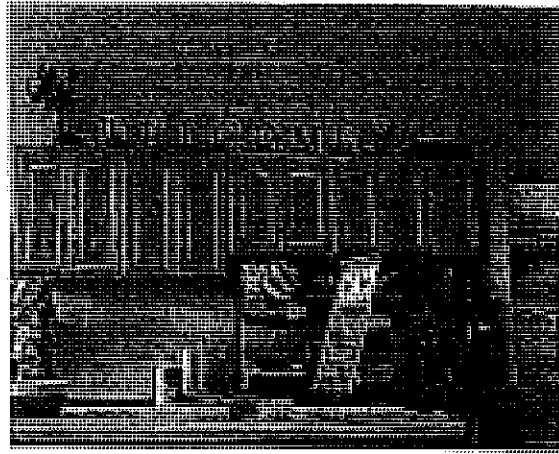


JOANN
stores inc.

FedEx Office.

GameStop





Country classic feel . . .
like Grandma's kitchen



Good Morning !

Breakfast Sandwiches

- Sausage, egg & cheese on a toasted croissant.
- Ham, egg & cheese on a toasted croissant.
- Canadian bacon, egg & cheese on an english muffin.

Breakfast Burritos

- **THE CLASSIC** - Egg, bacon, hash browns & cheese wrapped in a flour tortilla.
- **NUMERO DOS** - Egg, sausage, pico de gallo, green chilies & cheese wrapped in a flour tortilla.

Pancakes

- Three pancakes served with choice of sausage patties or bacon.

Biscuits & Gravy

- Home-style biscuit topped with sausage gravy.

Perfect Oatmeal

- Served hot with choice of toppings.

Yogurt Parfait

- Fresh fruit with vanilla yogurt and granola.

Bagel

- Plain or cinnamon raisin toasted and served with cream cheese.

Muffins & Danish

- Assorted varieties available daily.

Snack Time !

French Fries

Mozzarella Sticks

- Five fried cheese sticks served with marinara sauce.

Poppers

- Five jalapenos stuffed with cream cheese & served with ranch dressing.

Macaroni & Cheese Bites

- A fun twist on an American favorite!

Spinach & Artichoke Dip

- Served with tortillas chips.

Corn Dog

- Country fair-style Vienna beef corn dog.

Personal Pizza

- Choice of pepperoni or cheese.

Bigger Bites !

Hot Dog

- Top quality, jumbo hot dog served on a fresh hoagie.

Chili Dog

- Smothered in chili served with onions & cheese on a fresh hoagie.

Chicago Dog

- Served with mustard, onions, sweet pickle relish, dill pickle, tomatoes, sport peppers & celery salt on a poppy seed bun.

Burger

- All beef patty served with lettuce, tomato & onion.

Cheese Burger

- Add American or Cheddar cheese to your burger.

Italian Beef

- Juicy roast beef served with sweet peppers on a fresh hoagie.

Philly Cheese Steak

- Served with mushrooms, onions, peppers & cheese on a fresh hoagie.

BBQ Rib Sandwich

- Boneless BBQ rib served on a fresh bun.

Pulled Pork BBQ Sandwich

- BBQ pork served on a fresh bun.

Chicken Cordon Bleu Sandwich

- Seasoned breaded chicken breast with ham & melted cheese.

Chicken Tenders

- Three boneless white meat chicken tenders served with assorted sauces.

On the Lighter Side !

Soup

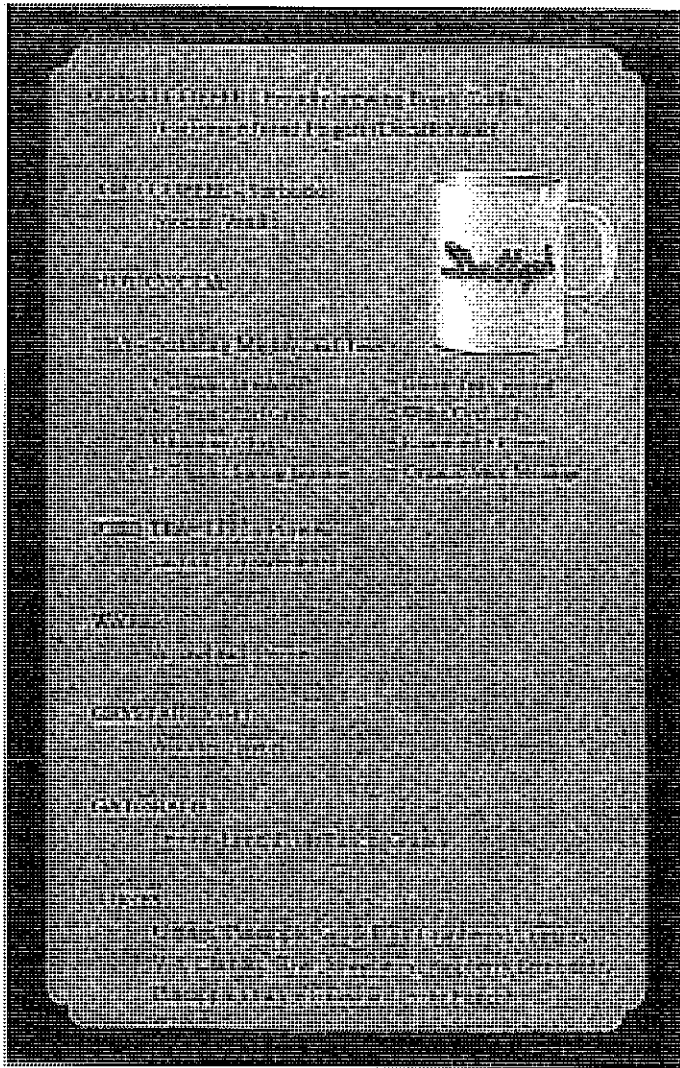
- Choice of Chicken Noodle or Soup of the Day

House Salad

- Fresh greens topped with tomatoes, cucumber, carrots & choice of dressing.

Grilled Chicken Salad

- House salad with grilled chicken.



ENJOY a Glass of Wine

WINE

White Wine
 Red Wine
 Sparkling Wine
 Dessert Wine

BEER

Light Beer
 Lager Beer
 Pilsener Beer

SPARKLING

Sparkling Water



Non-Alcoholic Selections

COLD-DRAWN BEVERAGES

Apple	Cherry
Blueberry	Orange
Cherry	Peach
Cherry	Pineapple
Cherry	Raspberry
Cherry	Strawberry
Cherry	Vanilla
Cherry	White Peach
Cherry	White Raspberry
Cherry	White Strawberry
Cherry	White Vanilla
Cherry	White Raspberry
Cherry	White Strawberry
Cherry	White Vanilla
Cherry	White Raspberry
Cherry	White Strawberry
Cherry	White Vanilla

ENERGY DRINKS

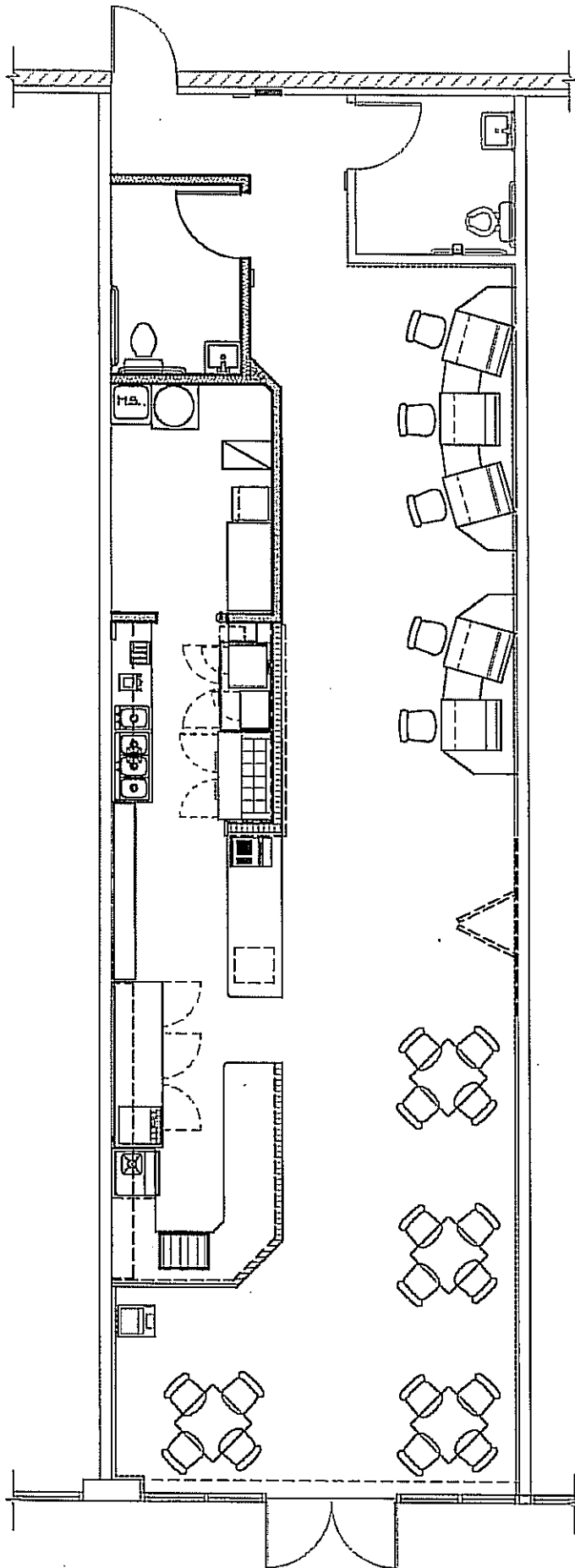
Energy Drink	Energy Drink
Energy Drink	Energy Drink

Refreshing



Bottled Brews





SAMPLE
FLOOR PLAN



TERRITORY INCORPORATED

April 17, 2012

Re: Prospective Landlords for Dotty's locations in Illinois

To Whom It May Concern:

Territory Incorporated is the developer of over 4 million square feet of anchored retail shopping centers in Nevada and serves as the exclusive property manager and leasing agent for the majority of this square footage, which is still held in our private portfolio. Dotty's is a current tenant in 4 of our shopping centers and we are in the midst of adding a 5th location.

We have a longstanding relationship with Dotty's, with some of our leases spanning beyond ten years. They are one of our most reliable tenants who always pay their rent and triple net charges on time, never complain, and are willing to go above and beyond in terms of investing in and maintaining their premises. They are a good neighbor and attract a nice clientele of cross-shoppers to our centers.

Dotty's has always been at the top of our list to call whenever an opportunity for a limited gaming use presents itself. In fact, we are so enamored with their use and performance that we may be investing personally in their future growth.

I am more than happy to answer any questions which you may have. I can be reached on my direct line at 702-822-8209.

Sincerely,
TERRITORY INCORPORATED

Terri Sturm
CEO & Corporate Broker

Buena Vista LLC
111 SW Fifth Avenue, Suite 1001
Portland, OR 97204
503-222-1515

May 11th, 2012

Re: Dotty's

To Whom it May Concern,

Buena Vista LLC is a commercial landlord with a wide number of real-estate holdings which include shopping centers, strip malls, hotel and other land holdings.

Dotty's has been a tenant in our centers for over 10 years. During those years their rent has consistently been paid in full and on time. Dotty's has always been very responsive to property managers & easy to work & communicate with.

We recognize that Dotty's drives new traffic to our centers and they are one of the first tenants we call when vacancies become available within our portfolio.

Please feel free to call if you have any questions about Dotty's as a prospective tenant. We can be reached at 503-222-1515.

Sincerely,



Gordon Sondland
Buena Vista LLC



EXHIBIT F

P.O. Box 4278, Modesto, California 95352-4278
1800 Standiford Avenue, Modesto, California 95350
Corporate Office (209) 577-1600

June 30, 2010

Ms. Vicki Hone, Member
CLEARVIEW LLC
P.O. Box 2826
Minden, NV 89423

Re: #551 - 4348 South Carson Street, Carson, NV
Approval of Restricted Use - Dotty's Casino

Dear Ms. Hone:

Thank you for your patience while the request set forth in your letter of May 10, 2010 was reviewed by Save Mart's Chairman. A copy of that letter is enclosed for your case of reference.

In your letter, you make request for placement of Dotty's Casino in the shopping center in which our store referenced above is located. We understand that Dotty's Casino is to occupy approximately 3,200 square feet in the area as shown on the enclosed site plan.


As you correctly state in your letter, this tavern use is prohibited, as more particularly set forth in the Shopping Center Ground Lease dated May 23, 1995, specifically Section 15.2.

Notwithstanding, Save Mart's Chairman grants approval of this use in this instance only and strictly for the size and location as shown on the attached site plan. Such approval is not to be construed as a future waiver of the restrictive covenants found in the Shopping Center Ground Lease.

We wish you success in your leasing efforts in this regard.

Very truly yours,

SAVE MART SUPERMARKETS


Antoinette E. Tull CPM, CSM, RPA, FMA
Director of Property Administration

Enclosures

cc: #551 - Lease File/Gen. Corr.

**SAVE MART
SUPERMARKETS**

P.O. Box 4278, Modesto, California 95352-1278
1800 Standford Avenue, Modesto, California 95350
Corporate Office (209) 577-1600

December 10, 2010

Ms. Vicki Hone
THE HONE COMPANY
P.O. Box 2826
Minden, NV 89423

Re: #550 - 3325 Highway 50 East, Carson City, NV
Revised Response re Waiver of Restricted Use - Dotty's Tavern

Dear Ms. Hone:

Thank you for your recent letter of November 22, 2010 wherein you provide additional information regarding the potential placement of Dotty's Tavern in the shopping center. Your letter, and the recent photographs you provide showing a typical day and the availability of parking between the two parcels, together with the site plan more clearly identifying the proposed location were most useful to the review by Save Mart's Chairman and Vice President of Real Estate.


Providing the customer count and use of the parking lot is as you indicate in your most recent letter, our prior disapproval letter dated November 1, 2010 is retracted and in lieu, is this letter granting approval for placement of the Dotty's Tavern as shown on the enclosed site plan.

The waiver of the restricted covenant found in the DECR regarding this use is not to be construed as a continuing waiver, but is singular to this instance and purpose.

We wish you much success in your leasing efforts in this regard.

Very truly yours,

SAVE MART SUPERMARKETS


Antoinette E. Tull CPM, CSM, RPA, FMA
Director Property Administration

cc: #550 -- Lease File/Gen. Corr.



2031 S.E. 16th Street
Bentonville, AR 72716
Phone 479-253-7107
Fax 479-204-0034
www.walmart.com

Realty Management

Sherry Fitzgerald, Realty Manager

December 07, 2009

via Email: Kontrono@aol.com

SouthTowne Crossing, LLC
Attn: Kent Will
P.O. Box 12457
Reno, NV 89510

Re: Wal-Mart #3277 - Reno, NV / ECR Restriction - Anytime Fitness

Dear Mr. Will:

Per the restriction requirement under the Declaration of Covenants, Conditions and Restrictions and Grant of Easements for SouthTowne Crossing, LLC ("SouthTowne") dated November 15, 2000 ("ECR") noted under 2(b)(2) restricting taverns and sports bars on the Development Tract to only Areas C and D, Wal-Mart does hereby grant the requested waiver to permit Dolly's occupancy of the proposed 3,600 sq ft in Area E under the following stipulations:

- 1 - SouthTowne's repaving of the Walmart Tract parking lot by April 1, 2010, as well as SouthTowne's continued maintenance of the parking lot including timely repairs.
- 2 - SouthTowne's replacement of all dead landscaping no later than February 15, 2010 and its commitment to keep all the landscaping on the property in good condition at all times.
- 3 - SouthTowne shall continue to perform and fulfill all of its requirements and obligations as defined within the ECR.

Provided SouthTowne Crossing, LLC or any of its successors or assigns, continues to meet these stipulations, Walmart grants this waiver for the proposed Dolly's tenant only (as proposed) and the waiver is not transferable to any other tenant. Should SouthTowne fail to meet these stipulations, this waiver shall be considered null and void and Walmart may revoke this use restriction waiver permitting the Dolly's establishment.

This waiver does not modify or change any of the terms of the ECR and any changes other than those specified herein shall be subject to further written consent by Wal-Mart. Please note that this waiver is only from Wal-Mart. If further approvals are necessary from other parties, SouthTowne shall be responsible for obtaining them.

Sincerely,

Sherry Fitzgerald, Realty Manager
Arizona, Nevada & SE Texas (Houston & Austin area)
Phone 479-204-2197 / Fax 479-204-0034
Sherry.Fitzgerald@walmart.com

cc: Don Dwyer
Erin Foster, Store Manager #3277

Wal-Mart Real Estate Business Trust
Wal-Mart Stores, Inc.
Wal-Mart Stores East, Inc.
Wal-Mart Family Co., Inc.
Wal-Mart Louisiana, LLC
Wal-Mart Stores, Texas, LP
Wal-Mart Stores East, LP



Sam's Real Estate Business Trust
Sam's East, Inc.
Sam's West, Inc.
Sam's P.W., Inc.

REALTY MANAGEMENT DEPT. #44-9384 * 2001 S. E. 10th STREET * BENTONVILLE, AR 72716-0550
Phone #479-273-4623 Fax #479-204-9634 Email Sue.Kerst@walmart.com

January 29, 2007

Ms. Carin L. Roper
Senior Lending Executive
Wolngarton Realty Investors
860 S. Rancho Drive
Suite 10
Las Vegas, NV 89106

Re: Wal-Mart Store #3473
Las Vegas, NV - Westland Fair Shopping Center

Dear Ms. Roper:

Wal-Mart Real Estate Business Trust grants approval for Nevada Restaurant Services, LLC, d/b/a Dotty's, to occupy site #13 as shown on the attached plan. Wal-Mart's approval is required per Article 2 (use) of the Encumbrances with Covenants and Restrictions Affecting Land ("BCR" dated November 20, 2000 between Wal-Mart Real Estate Business Trust and Wolngarton Nostat, Inc.

This approval is based on the information you provided, which indicates that Dotty's, although classified as a tavern, has country classic décor with coin-less gaming machines for a quiet atmosphere, and a non-threatening atmosphere with no televisions, pool tables, beer signs, sports banners, or the traditional bar atmosphere. This approval does not constitute an amendment to the BCR, but is simply an approval for this use at this location only, and does not lift any of the other restrictions placed on this property by the BCR.

Sincerely,

Sue Kerst
Realty Manager
for Colorado, Idaho, & Nevada

WAL*MART

Realty

Shannon Latta, Regional Vice President

2001 SE 10th Street
Bentonville, AR 72710
Phone 479.271.6407
Fax 479.204.0161
www.walmart.com

March 26, 2008

SENT VIA EMAIL & USPS

Mr. TR Rose
Wal-Mart Realty
2001 SE 10th Street
Bentonville, AK 72718-650

RE: MESQUITE, NV

Dear Mr. Rose:

Pursuant to the development agreement, defined as Easements With Covenants And Restrictions Affecting Land ECR dated June 30, 2005 ("ECR") between Falcon Crossing Shopping Center, LLC ("Falcon Crossing"), and Wal-Mart Real Estate Business Trust ("Wal-Mart"), this letter shall serve as Falcon Crossing's request for Wal-Mart's consent, pursuant to Paragraph 2 of the ECR, to the placement of a Dotty's Tavern in Building 1 as shown on the attached site plan. This consent is limited to the placement of Dotty's Tavern only and is not transferable to any potential future assignees as allowable under the Lease between Falcon Crossing and Dotty's Tavern. As such, any potential future assignees must have Wal-Mart's prior written consent.

Under the ECR, Falcon Crossing is entitled to lease to one tavern on the out parcels of the shopping center. However, because the intended premises for Dotty's is located in Building 1 and not in an out parcel, Falcon Crossing is requesting Wal-Mart's consent. All minimum parking ratios will be maintained under the ECR. Please review the attached and if acceptable, please sign below indicating Wal-Mart's approval pursuant to Paragraph 2 of the ECR.

Thank you for your assistance.

Sincerely,

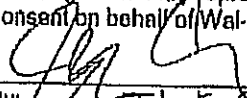
Volli Commercial Brokerage
On Behalf of Falcon Crossing Shopping Center, LLC

Tam Lord

Enclosure

Always low prices. Always.

Wal-Mart hereby gives its consent to the above-stated request of Falcon Crossing. The undersigned hereby represents and warrants that he/she has the authority to give said consent on behalf of Wal-Mart.

 4-2-08
By: John E. Clarke
His: Regional Vice President

Always low prices. Always.

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: August 26, 2013

Issue Statement

PZC 2013-04: **1041 S. Frontage Road, Darien Municipal Services:** Petitioner requests the following approvals to permit the construction of a 300-foot tall wireless communications tower:

1. A special use for public and private utility facilities within the I-1 General Industrial District.
2. A variation to permit a tower at 300 feet tall where 60 feet is the maximum permitted.
3. A variation to permit a detached accessory structure within a front yard.
4. A variation to reduce the required front yard setback from 50 feet to 30 feet.

Applicable Regulations: Zoning Ordinance, Section 5A-2-2-6: Special Uses.
 Zoning Ordinance, Section 5A-9-4-4: Special Uses, I-1 zoning district.
 Zoning Ordinance, Section 5A-5-12(C): Height Limitations.
 Zoning Ordinance, Section 5A-5-9-2(A)(2): Accessory Buildings, Structures and Uses, Detached Accessory Structures.
 Zoning Ordinance, Section 5A-9-4-7(A): Yard Requirements, Front and Corner Side Yards.

General Information

Petitioner: City of Darien
 Municipal Services Department
 1041 S. Frontage Road
 Darien, IL 60561

Property Owner: City of Darien
 1702 Plainfield Road
 Darien, IL 60561

Property Location: 1041 S. Frontage Road

PIN: 09-34-303-026

Existing Zoning: I-1 General Industrial District

Existing Land Use: Municipal public works facility

Surrounding Zoning and Land Use:

North: I-1 General Industrial District and I-55: Expressway.
South: R-1 Single-Family Residence District (DuPage County): Forest preserve.
East: I-1 General Industrial District: Vacant.
West: I-55 and Cass Avenue interchange: Expressway interchange.

Comprehensive Plan Update: Industrial

History: In 1991, the City Council granted a special use for a tower located at the southeast corner of the property. In 2010, the City Council granted a variation for the salt barn location. There have been several plats of resubdivision approved by the City Council in the past few years related to selling real estate not needed by the City.

Size of Property: 6.51 acres

Floodplain: None.

Natural Features: None.

Transportation: Property has frontage on S. Frontage Road.

Documents Submitted

This report is based on the following information submitted to the Community Development Department by the petitioner:

1. Site Plan, 2 sheets, prepared by FMHC, dated July 26, 2013.
2. Aerial Photo, 1 sheet.

Planning Overview/ Discussion

The subject property is the City's Municipal Services Facility (formally Public Works), located at the southeast corner of the I-55 and Cass Avenue interchange.

The City proposes to have a 300-foot tall tower constructed at northwest area of the property, on the west side of the salt barn. The site chosen was determined to be the optimal location from the radio frequency engineers.

Currently, there is a tower located at the southeast corner of the property.

The special use request must address the following criteria for approval:

1. That the special use is deemed necessary for the public convenience at the location specified.
2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.
3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be a variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.
6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
8. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the Planning and Zoning Commission and the Municipal Services Committee.

The variation request must address the following criteria for approval:

1. Whether the general character of the property will be adversely altered.
2. Whether the overall value of the property will be improved and there will not be any potential adverse effects on the neighboring properties.
3. Whether the alleged need for the variation has been created by any person presently having a proprietary interest in the premises.

4. Whether the proposed variation will impair an adequate supply of light and air in adjacent property, substantially increase congestion in the public streets, increase the danger of fire or endanger the public safety.
5. Whether the proposed variation will adversely alter the essential character of the neighborhood.

Staff Findings/Recommendations

Staff recommends the Planning and Zoning Commission make the following recommendation to grant the special use and variation petitions:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-04 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition.

Planning and Zoning Commission Review – August 21, 2013

The Planning and Zoning Commission considered this matter at their meeting on August 21, 2013. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Louis Mallers, Raymond Meilkus, Pauline Oberland, Kenneth Ritzert, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff memo. He noted that the tower location had changed. The tower is proposed to be located next to the existing tower at the southeast corner of the property as opposed to what was shown on the site plan provided. He stated the new location eliminates the variations needed.

Mr. Griffith stated the tower is being built by a company that will then deed it over to the City, they will retain space on the tower for their use and the City will then be able to lease out the remaining space on the tower for revenue.

Aaron Valley, representing the company that will build the tower, was present. He stated the tower will be located immediately to the north of the existing tower and that the radio frequency engineers have determined this will be a suitable location. He stated the tower will be built to accommodate 8 carriers.

The Commission asked about FAA approval.

Mr. Valley stated they need to obtain FAA approval, stating the tower may be shorter than 300 feet based on FAA approval.

Mr. Griffith provided a copy of a letter from the DuPage County Forest Preserve District stating they did not object to the tower.

The Commission members did not state any objections.

There was not anyone from the public to offer comments.

Without further discussion, Commissioner Kiefer made the following recommendation seconded by Commission Ritzert:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-04 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition.

Upon a roll call vote, THE MOTION CARRIED by a vote of 9-0.

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on August 21, 2013.
The Municipal Services Committee will consider this item at its meeting on August 26, 2013.



Forest Preserve District of DuPage County

3 S. 580 Naperville Road • Wheaton, IL 60187-8761 • 630.933.7200 • Fax 630.933.7204 • TTY 800.526.0857

August 19, 2013

Ms. Beverly Meyer
Chairman
Planning & Zoning Commission
City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Re: Proposed Communications Tower on City of Darien property
PIN: 09-34-303-026

Dear Ms. Meyer:

The Forest Preserve District of DuPage County recently received notice of a requested special use and variations on the City's property located at 1041 S. Frontage Road. We appreciate receiving timely notification of such requests that may have an impact on our adjacent property, and thank you for the opportunity to comment.

District Staff has reviewed the information you provided and the requested variations and proposed special use, and does not have any comments at this time. Please call me at (630) 933-7245 if you have any questions.

Sincerely,

Bob Vick
Deputy Director of Natural Resources

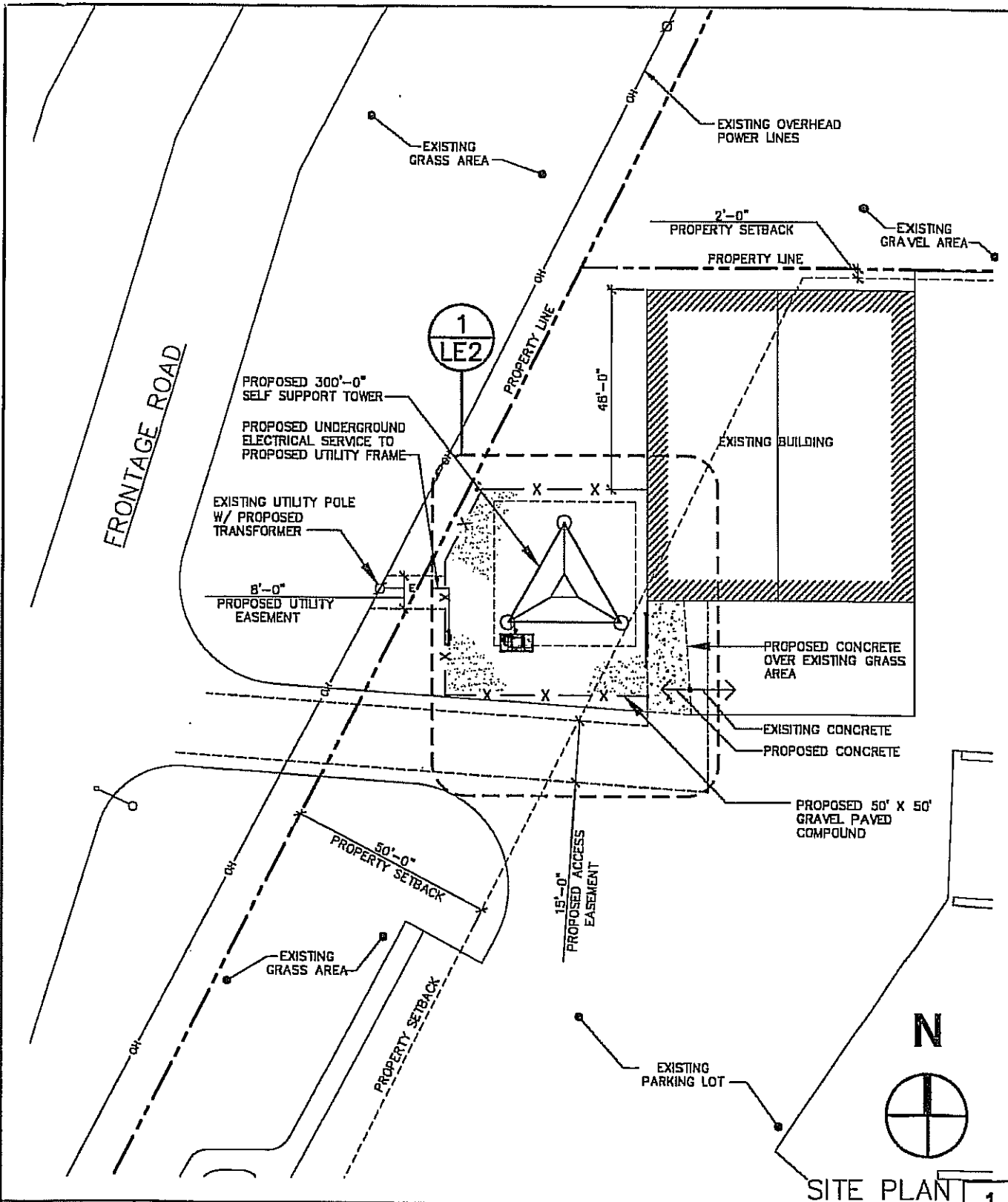
cc: D. "Dewey" Pierotti, Jr., President
Linda Painter, District 3 Commissioner
Mike Palazzetti, Deputy Director of Operations
Kevin Stough, Director of Land Preservation



Municipal Services Facility

EXISTING JOINT

Scale	1" = 100'
North Arrow	Pointing to the top of the page
Prepared by	City of Portland, Oregon
Date	1968
Sheet No.	1 of 1
Project No.	100-100000
Drawn by	...
Checked by	...
Approved by	...



SITE PLAN

SCALE: 1/32" = 1'-0"

1

WCW

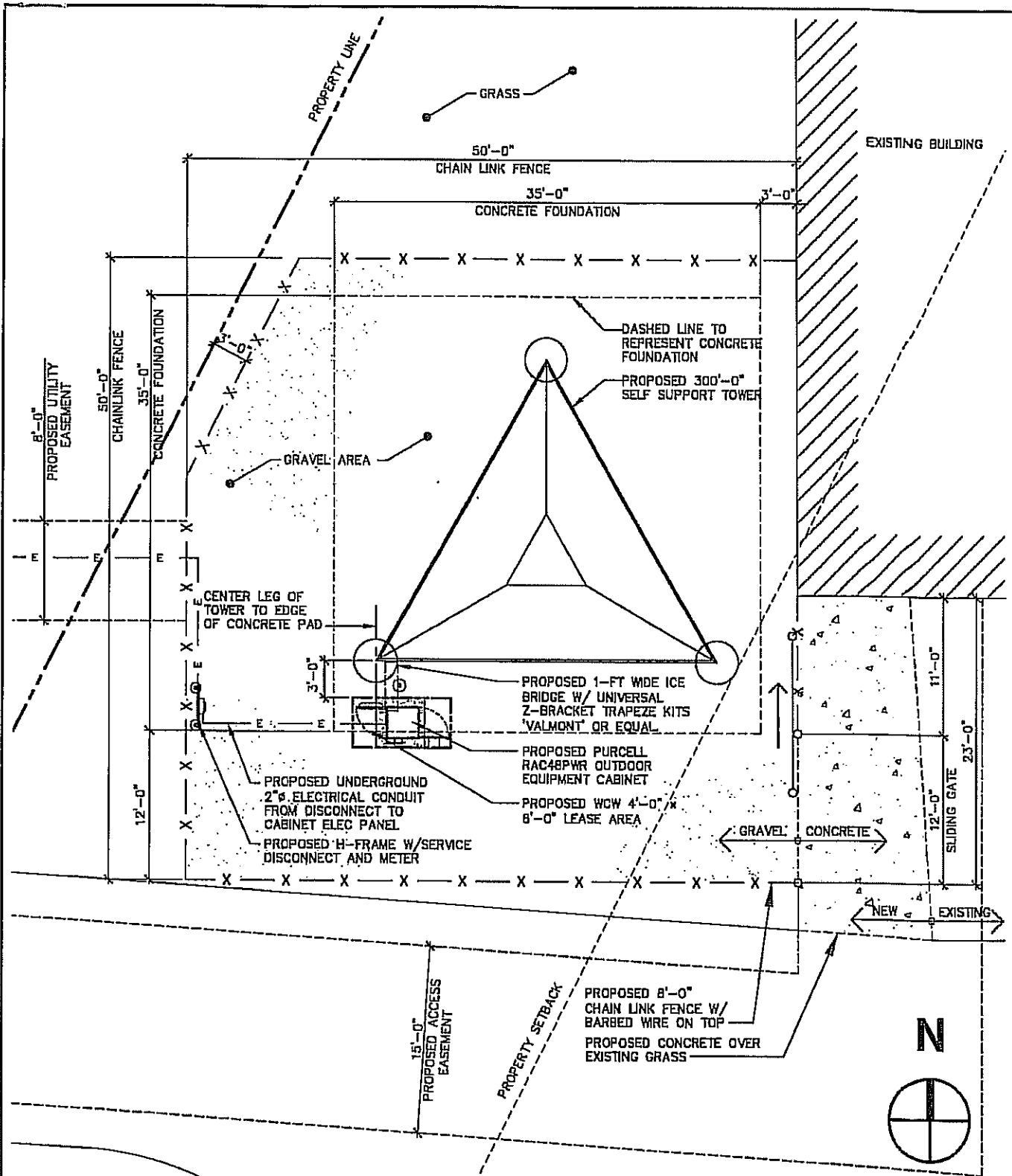
fmhc
making telecom to new heights
 FMHC DESIGN INC.
 ARCHITECTURE / TELECOMMUNICATIONS

1700 SHERWIN AVENUE
 DES PLAINES, IL 60018
 Tel: (773) 380-3800
 Fax: (773) 693-0850

DATE	07.26.13
PROJECT NO.	1169
REVISION	REV 00

**DARIEN
 PUBLIC WORKS
 PROPOSAL 1**
 1041 S. FRONTAGE RD
 DARIEN, IL
 60561

SHEET NUMBER	LE 1
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COMPOUND PLAN
SCALE: 3/32" = 1'-0"

1

WCW

fmhc
Taking Telecom to new heights
FABC DESIGN INC.
ARCHITECTURE / TELECOMMUNICATIONS

1700 SHERWIN AVENUE
DES PLAINES, IL 60018
Tel: (773) 380-3600
Fax: (773) 693-0250

DATE	07.26.13
PROJECT NO.	1169
REVISION	REV 00

**DARIEN
PUBLIC WORKS
PROPOSAL 1**
1041 S. FRONTAGE RD
DARIEN, IL
60561

SHEET NUMBER
LE 2

AGENDA MEMO
Municipal Services Committee Meeting
August 26, 2013

ISSUE STATEMENT

A resolution accepting a proposal from Associated Technical Services Ltd. for 2 (two) FCS Model S-30 Ultrasonic Leak Surveyor units in an amount not to exceed \$9,100.00.

BACKGROUND

The Water Division currently utilizes 2 (two) leak surveying devices to assist us in determining whether a water leak exists in the system. The equipment allows us to confirm leaks at fire hydrants, water buffalo boxes (water services), main line valves and water main breaks. The existing equipment is approximately 13 years in age and has exceeded its useful life. One unit requires extensive repairs in an approximate amount of a cost of a new one. The second unit continues to have ongoing electronic component issues and is not reliable. The listening devices afford the department to confirm whether we have a leak on our water system prior to an excavation. The devices also prevent us from performing unnecessary excavations resulting in costly restoration costs and allocation of resources.

Competitive quotes were requested for the listening devices and staff received 3 (three) quotes and are listed below:

VENDOR	PRICE QUOTED
Associated Technical Services, Ltd	\$9,100.00
Pollard Water	\$9,101.40
Fluid Conservation Systems	\$9,920.00

This item was budgeted for FY13-14 and the expenditure would come from the following line account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4815	Water Leak Devices	\$9,500.00	\$ 9,100.00	\$ 400.00

The Staff has tested the leak devices and meets the requirements of the department.

STAFF RECOMMENDATION

Staff recommends approval of this resolution accepting a proposal from Associated Technical Services Ltd. for 2 (two) FCS Model S-30 Ultrasonic Leak Surveyor units in an amount not to exceed \$9,100.00.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the September 3, 2013 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM ASSOCIATED TECHNICAL SERVICES, LTD FOR 2 (TWO) FCS MODEL S-30 ULTRASONIC LEAK SURVEYOR UNITS IN AN AMOUNT NOT TO EXCEED \$9,100.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to accept a proposal from Associated Technical Services, Ltd. for 2 (two) FCS Model S-30 Ultrasonic Leak Surveyor units in an amount not to exceed \$9,100.00, attached hereto as "Exhibit A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September 2013.

KATHLEEN MOESLE WEAVER, MAYOR

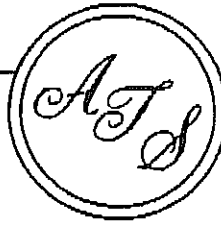
ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ASSOCIATED TECHNICAL SERVICES LTD.

524 W. ST. CHARLES RD., VILLA PARK, ILLINOIS 60181
PHONE 630/834-1558

July 23, 2013

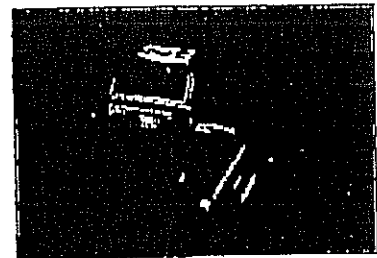
City of Darien
1041 S. Frontage Road
Darien, Illinois 60561

Attn: Mr. Dennis Cable

RE: Quotation for Purchase of an "FCS
S-30 Ultrasonic Leak Surveyor"

Dear Mr. Cable,

We are pleased to present the following price quotation for the purchase of a "FCS Model S-30 Ultrasonic Leak Surveyor". This is the finest and most sensitive leak detection device on the market today. The "S-30" has superb audio quality so a trained operator can accurately identify more leak sounds throughout a wider range of sound frequencies. This is the same equipment that ATS has used in your Village to conduct your annual leak survey. It's also an essential tool for emergency main break locations. This is the best gear you can get.



FCS S-30 Ultrasonic Leak Surveyor

With proper training, this equipment will give you some valuable new capabilities:

- Enhance your "in-house" diagnostic capabilities for suspect leak situations
- With experience, pinpoint certain leaks with the "Ground Miking Technique"
- Better evaluation ability for suspect customer leak complaints
- With experience, conduct ultrasonic leak detection surveys
- Detect hydrant leaks left over from flushing programs before you leave that hydrant
- Evaluate and confirm leak sites before the location service arrives

The price for the equipment and training listed below is as follows:

1. 2 - FCS S-30 Ultrasonic Surveyor Amplification Units
2. 2 - David Clark® Stereo Head Sets (Durable Aviation Grade)
3. 2 - FCS AX-80 12 V/G Accelerometer / Transducers (5 year warranty)
4. 2 - Rugged Sensor Cables (Specify 6' or 10' length with your order)
5. 2 - Durable Nylon, Belt Mount Holster Carry Cases w/ Shoulder Strap
6. 2 - Stainless Steel Rod Sets for Listening and Ground Miking
7. 2 - Heavy Duty Fiberglass Hard-Shell Storage Carrying Cases
8. 12 month warranty for parts and labor
9. ATS Instructional Training Session

List Price for Equipment & Training: **\$ 9,100.00 free shipping**



Survey for leaks any time
of the day or night.

Note: Specify either a "press & hold" or "press & release" listening switch when you are actually listening for leaks. It is a personal preference option.

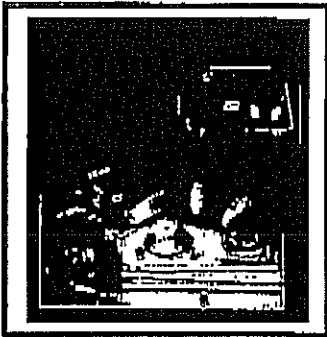
WATER CONSERVATION SPECIALISTS

EMERGENCY LEAK PINPOINTING • LEAK DETECTION SURVEYS • UNDERGROUND UTILITY LINE LOCATION
CCTV INTERNAL SEWER INSPECTION • UTILITY SYSTEM MAPPING • EQUIPMENT SALES & TRAINING

City of Darien
S30 Leak Surveyor Quote

2 of 2

July 23, 2013



The FCS S-30 System includes everything you need to detect leaks like a pro

"FCS S-30 Leak Surveyor" Advantages: The *FCS S-30* is the best sounding and most sensitive ultrasonic listening device on the market today. You get everything you need to "ground mic" and listen to water system appurtenances for leaks. *FCS / Fluid Conservation Systems* was established in 1982, and since that time they have established themselves as the world leader in leak detection equipment manufacturing. The *FCS S-30* is powered by two 9-Volt alkaline batteries for up to 40 hours use. The *FCS S-30* is very durable and operates in all weather conditions regardless of temperature. At the touch of a knob, you have your choice of manual or automatic gain control. This is the patented feature that allows leak detection to be performed in noisy atmospheres that prohibit the use of nearly every other kind of conventional electronic detection equipment. Superior sounding quality and LCD display gives the operator more useful leak detection information from more listening points. This is the best leak detection device on the market. **All components are Made in the USA.**

The Advantage of Buying from ATS: *Associated Technical Services* was established in 1979. *ATS* was the first company in the world to use Leak Correlators and ultrasonic *FCS Leak Detection Equipment*. *ATS* specializes in the field of leak detection and location and subsequently, established ourselves as the undisputed leaders in our chosen field of expertise. We pinpointed our first leak on January 10, 1980 using *FCS Equipment*. **Since then we have detected and pinpointed hundreds of thousands of leaks.** This equipment has also allowed *ATS* to conduct the most accurate and successful leak surveys in the business.

Training and After-Sale Technical Support: Any training that you may require is performed by *ATS Field Technicians* who are experts at using this equipment - as opposed to catalog houses or water product sales reps who typically lack necessary practical leak detection experience. *ATS* has trained more Chicago metropolitan area municipal personnel on the proper use of ultrasonic leak detection systems than anyone else with the possible exception of *FCS*. When you experience a problem in the field our expert advice is available 24 hours a day by phone or a short drive from our office. Minor repairs can often be handled in-house and loaner equipment is available.

Ordering Your Own System: Your verbal authorization followed by your purchase order is all we need to confirm your equipment order. Delivery is usually handled in 5 working days. Once your equipment arrives, it is checked over and field-tested by *ATS* to ensure that nothing shook loose and was damaged during shipping. Your training will be scheduled for a time that is convenient for your staff.

Thank you for your interest in *ATS* and the products we proudly market and support. Please don't hesitate contact us if you should have any questions.

Yours truly,
Associated Technical Services Ltd.

Paul J. Gross
Sales Manager

AGENDA MEMO
Municipal Services Committee
August 26, 2013

Issue Statement

Approval of a Resolution authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for a temporary easement at 7515 South Cass Avenue-Heritage Plaza for the 75th Street and Cass Avenue Reconstruction Project.

Background/History

The proposed Intergovernmental Agreement with the County of DuPage authorizes the County to create a temporary easement to be utilized as part of the upcoming DuPage County 75th Street and Cass Avenue Reconstruction Project scheduled for 2014. The temporary easements would be located at the northwest corner and southwest corner of 7515 South Cass Ave, commonly known as the Heritage Plaza, and owned by the City of Darien. The dimensions of the easement are twenty (20) feet by approximately nine (9) feet and fifty (50) by twenty (20) feet, see Attachment 1, highlighted. The County is required to have an agreement in place with the property owner for the use of private property. Attached and labeled as Exhibit A is the Intergovernmental Agreement (IGA) between the City and the County. The IGA will be in effect for up to three years and the County will compensate the City a one-time reimbursement in the amount of \$2,000. The reimbursement is based upon an appraisal report prepared by the County, see Attachment 2.

The County is aware that Chase Bank will be in the process of starting construction as well as the City is considering construction for the Heritage Plaza and will coordinate efforts with Chase and the City as required.

Staff Recommendation

The staff recommends signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the Resolution and Intergovernmental Agreement.

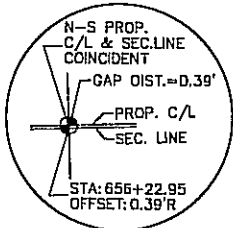
Decision Mode

This item will be placed on the September 3, 2013 City Council agenda for formal consideration.

PART OF SECTION 27 AND THE EAST 1/2 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST, OF THE 3rd PM, DU PAGE COUNTY, ILLINOIS.

PARCEL NUMBER	OWNER	PERMANENT INDEX NUMBER	TOTAL HOLDING (ACRES)	AREA TAKEN (ACRES)	AREA PREV.DED. (ACRES)	REMAINDER AREA (ACRES)	EASEMENT AREA (ACS/SF)	PURPOSE OF EASEMENT AREA	PROPERTY ACQUIRED BY
0016TE	Brookhaven Plaza, LLC	09-28-402-021 09-28-402-024 09-28-402-026	9.310	N/A	N/A	9.310	277 SF (A) 0.011ACS (B) 0.009 (C) 0.059ACS (D)	-	-
0010TE	JPMorgan Chase Bank	09-27-300-001	0.804	N/A	N/A	0.804	0.019ACS	-	-
0011TE	City of Darlen	09-27-300-002 09-27-300-003	1.157	N/A	N/A	1.157	175 SF (A) 0.024ACS (B)	-	-
0006TE	Emra Marketing Company	09-28-402-022	0.911	N/A	N/A	0.911	0.040ACS (B) 0.017ACS (A)	-	-
0002	Darlen Public School District No. 61					(SEE SHEET 139)			

DETAIL "C"
N.T.S.



- T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION. SET 5/8 INCH IRON ROD FLUSH WITH GROUND TO THE TIE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- T2
- T3
- B1 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION. BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO TIE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- B2
- B3
- M STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN IDENTIFIED BY INSCRIPTION DATA AND SURVEYOR'S REGISTRATION NUMBER.
- M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 1/2 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYOR'S REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T. STD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET.

LEGEND

SECTION CORNER
QUARTER SECTION CORNER

SECTION LINE
QUARTER SECTION LINE
QUARTER QUARTER SECTION LINE
PLATTED LOT LINE
PROPERTY (DEED) LINE
APPARENT PROPERTY LINE
CENTERLINE
EXISTING RIGHT-OF-WAY LINE
PROPOSED RIGHT-OF-WAY LINE
PROPOSED EASEMENT
PROPERTY/SECTION LINE EXTENSION
MEASURED OR COMPUTED
OR CALCULATED DIMENSION
RECORD DIMENSION PER MDN. REC'D.

EXISTING BUILDING

IRON PIPE OR ROD FOUND
PK "MAG" NAIL FOUND OR SET
CUT CROSS FOUND OR SET
5/8 REBAR SET

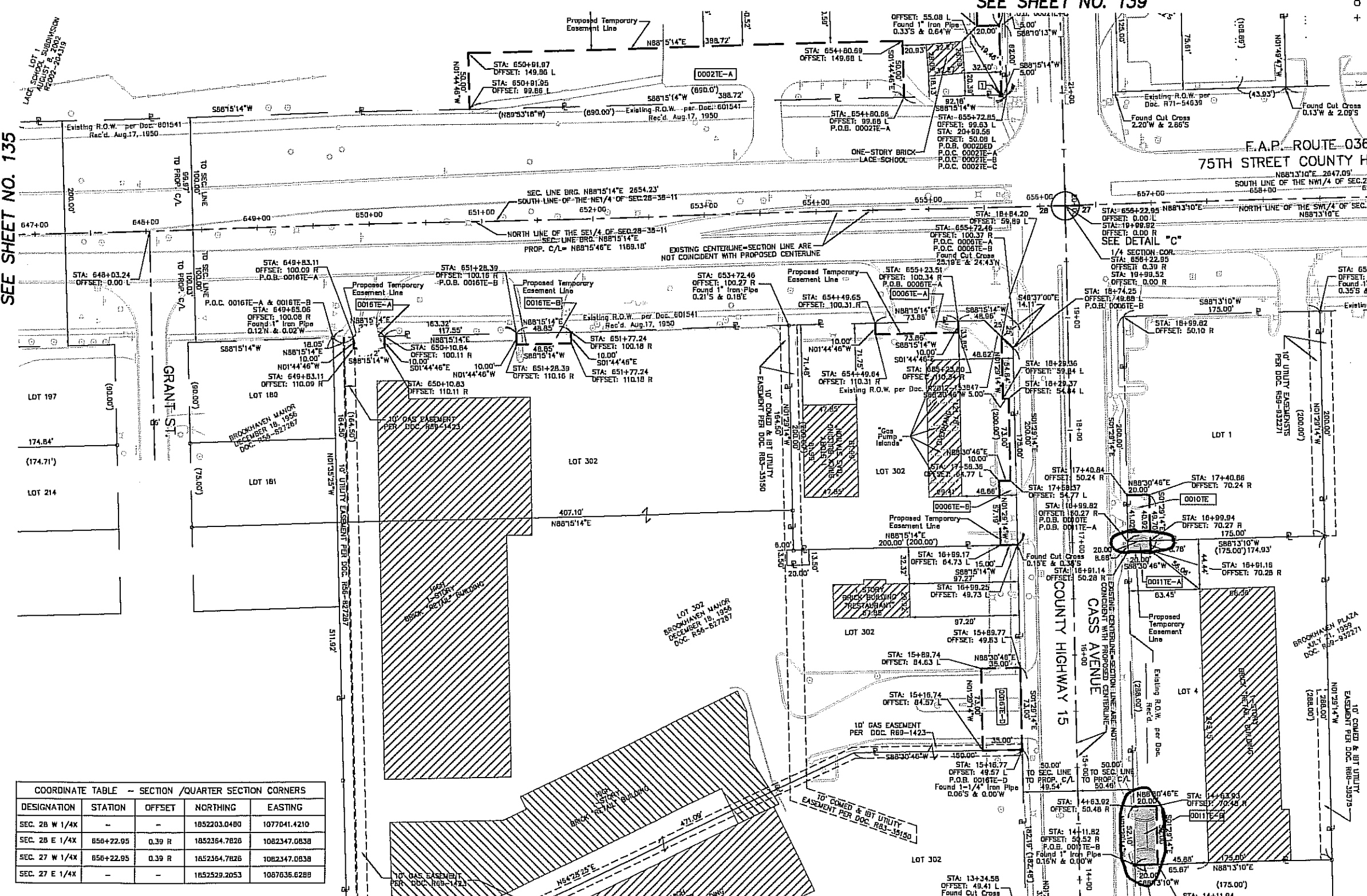
BEARINGS AND COORDINATES ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM NAD83 (1986) EAST ZONE

EXISTING IMPROVEMENTS LEGEND

- HEADWALL
- INLET
- MANHOLE
- CATCH BASIN
- CULVERT END SECTION
- WATER METER VALVE BOX
- FIRE HYDRANT
- SANITARY SEWER CLEANOUT
- WOOD POLE
- TRAFFIC SIGN
- TRAFFIC SIGNAL
- TRAFFIC SIGNAL CONTROL BOX
- GUYWIRE OR DEADMAN ANCHOR
- LIGHT POLE
- POWER POLE
- CONTROLLER
- HANDHELT
- JUNCTION BOX
- SPRINKLER BOX ABOVE GROUND
- TELEPHONE SPRINKLER BOX
- ABOVE GROUND
- TELEPHONE POLE
- HANDPOLE
- CONCRETE POST
- DECORATIVE TREE
- BUSH OR SHrub
- EVERGREEN TREE
- EXISTING FENCELINE

SEE SHEET NO. 135

SEE SHEET NO. 138



STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT I, CHARLES W. BARTOSZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 27 AND THE EAST HALF OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY; THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED IN WOODRIDGE, ILLINOIS, THIS _____ DAY OF _____ 20____ A.D.

CHARLES W. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3188
MY LICENSE EXPIRES ON NOVEMBER 30, 2014.
V3 COMPANIES OF ILLINOIS, LTD. PROFESSIONAL DESIGN FIRM NO. 181000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2013.
THIS SURVEY CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



PRELIMINARY

COORDINATE TABLE -- SECTION /QUARTER SECTION CORNERS

DESIGNATION	STATION	OFFSET	NORTHING	EASTING
SEC. 28 W 1/4X	-	-	1852203.0480	1077041.4210
SEC. 28 E 1/4X	656+22.95	0.39 R	1852364.7820	1082347.0838
SEC. 27 W 1/4X	656+22.95	0.39 R	1852364.7826	1082347.0838
SEC. 27 E 1/4X	-	-	1852529.2053	1087036.6288

V Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

**PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
F.A.P. ROUTE 0369 COUNTY HIGHWAY 33
(75TH STREET)**

SECTION DUPAGE COUNTY
PROJECT JOB NO. R-55-001-97
STATION 647+00 TO STATION 659+50
SCALE: 1" = 50' SHEET 136 OF 271



**DU PAGE COUNTY
DIVISION OF TRANSPORTATION**

Waiver Valuation

Route: 75th Street (FAP 0369) Project: ---
 Section: 12-00233-07-PV Job No.: ---
 County: DuPage Parcel: 0011 Unit: ---

Original Supplement No. ---

This report is being prepared under the jurisdiction of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 as amended (Uniform Act) and as regulated by 49 CFR Part 24. In compliance with Standard 2 of USPAP, this is a Restricted Use Appraisal Report and is intended only for use by the client and not intended for any other users. The intended use of the valuation is to assist the client in acquiring a portion of the subject property as the basis for an offer for the rights to be acquired only. Based on the review of available data, the valuation problem is uncomplicated.

1. Owner's Name, Address and Telephone: City of Dairen, 1702 Plainfield Road, Darien, Illinois 60561
630-424-8400
2. Interview Record: N/A
3. Tenant's Name, Address and Telephone: Multiple (including Heritage Food & Liquor, Hair Care Center, et.al.)
4. Identification of Property: PIN is 09-27-300-002 & -003 (DuPage County); East side of Cass Avenue, 200.0 feet south of 75th Street, Darien, Illinois; 7515 S. Cass Avenue, Darien, IL
5. Inspection Date: 3-23-13 6. By: Keith T. Tadrowski
7. Zoning: B-2, Community Shopping Center Business District (Darien) 8. Highest and Best Use: Commercial Redevelopment
9. Area of Whole: 1.157 (ac./s.f.) Previously Dedicated Area: N/A (ac./s.f.)
 Net Area of Whole: N/A (ac./s.f.) New Area to Be Dedicated: N/A (ac./s.f.)
 Area of Part Taken: N/A (ac./s.f.) Permanent Easement: N/A (ac./s.f.)
 Area of Remainder: 1.157 (ac./s.f.) Temporary Easement: 11TE-A 0.004 / 175± (ac./s.f.)
 Temporary Easement: 11TE-B 0.024 / 1,045± (ac./s.f.) *
10. Sales Considered: Comparable Sales 1 thru 4 (attached)
11. Fair Market Value of the Whole Property: \$ N/A
12. Fair Market Value of Property Acquired (including improvements) as Part of the Whole: \$ N/A
13. List Improvements and Type of Land Taken: N/A
16. Damage to the Remainder: \$ N/A
17. List Items of Damage: N/A
18. Compensation for P.E.: (include Remarks): \$ N/A
19. Compensation for T.E.: (include Remarks): \$ 2,000
13. Remarks: Commercial land. Located inside easement 11TE are two bushes, evergreen bushes, and a wood timber retaining wall. Located inside easement 12TE is 4 bushes, decorative rock, concrete retaining wall, concrete curbing, and asphalt paving. The property is reportedly planned for commercial redevelopment and these existing site improvements are estimated to have no contributory value.
20. Total Compensation: \$ 2,000

Keith T. Tadrowski 3-27-13
 Preparer's Signature Date County Engineer Date
 State Certified General Real Estate
 Appraiser, No. 553.0001238 9-30-13
 Lic. Type & No. Exp. Date

TYPE OF REPORT

The Restricted Use Appraisal Report only includes a statement of the descriptive information and the appraiser's opinions, and conclusions set forth in the report may not be understood properly without the supporting data and additional information retained in the appraiser's work file.

IDENTIFICATION OF THE CLIENT AND INTENDED USERS

The only intended users are the client: DuPage County Division of Transportation
Robert Ranck, representative for the
DuPage County Division of Transportation, contacted the appraiser to provide this appraisal service.

INTENDED USE OF THE VALUATION

The intended use of the valuation is to assist the client in acquiring a portion of the subject property as the basis for an offer for the rights to be acquired only. The acquired property will be used for the improvement of 75th Street and Plainfield Road. The appraiser will be held harmless should any other authorized/unauthorized reader use this than for its intended use.

TYPE AND DEFINITION OF VALUE

The purpose of this valuation is to estimate the Market Value of the portion of the subject property being acquired and the definition of market value as follows:

Definition of Market Value: The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash and a willing seller would accept when the buyer is not compelled to buy and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the value of the Part Taken (Illinois Pattern Jury instructions).

EFFECTIVE DATE

The effective date of this report is: March 23, 2013

DATE OF REPORT

The date of this report is: March 27, 2013

SCOPE OF WORK

The purpose of this valuation is to assist the client in acquiring a portion of the subject property as a basis for an offer for the rights to be acquired only and the only intended user is the client stated above. A copy of the appraisal is given to the property owner; however, this is based upon the client's policy and the owner is not an intended user. In order to complete my assignment, I have viewed the subject property and the proposed acquisition area. I have researched land sales in the general area, and the property interest being appraised is a temporary easement. I have considered the location of the property, size, and current use. I have reviewed any zoning classification of the property. The subject property has been identified by the attached parcel plat and identified by public records as shown on page 1.

In completing the assignment, a systematic procedure in investigating the subject property and market data is followed. The subject property and surrounding market area were viewed on March 23, 2013. The Market data relative to the market area, subject property, and highest and best use of the property was collected and verified through multiple sources, including the multiple listing service (MLS), public records, buyers and sellers, and other appropriate sources. In this assignment, the Market Approach was utilized.

In order to estimate the compensation to the owner for the proposed acquisition, I have researched land sales in the general area and have attached them to the appraisal. Consideration has been given to the location of the proposed acquisition and the contributory value of the improvements, if any, in the proposed acquisition area. A description of the Remainder has been included on the following page if applicable; damages to the remainder, including cost to cure, if any have been included in this valuation if applicable. Support for any cost to cure damages is retained in the work file.

FARMLAND PRESERVATION ACT

Preservation Act (pertains to fee takings and permanent easements) CL _____ OC _____ HL _____
PL _____ FL _____ FS _____ RL _____ OL N/A

STATEMENT OF CONTINGENT OR LIMITING CONDITIONS

Yes No If yes, include in report.

Parcel No. 0011 Page 2 of 20 Appraiser Keith T. Tadrowski

ASSUMPTIONS, LIMITING CONDITIONS, AND/OR HYPOTHETICAL CONDITIONS:

Summarize any assumptions, limiting conditions and/or hypothetical conditions utilized in this report.

Unless otherwise stated, this appraisal is subject to the following conditions:

1. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
2. The property is valued free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
8. It is assumed that all applicable zoning and regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, or legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
10. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
12. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise of engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
13. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
14. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
15. The distribution, if any of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
16. Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any other purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

17. Neither shall any part of the contents of this report (especially any conclusion as to value, the identity of the appraiser, or the firm with which the appraiser is connected) be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
18. The Americans with Disabilities Act (ADA became effective January 26, 1992). The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this, this analysis does not consider possible compliance with the requirements of the ADA in estimating the value of the property.

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Date the photograph was taken, which direction the camera was facing when the picture was taken, brief description of the subject of the photograph and initials of the person taking the photograph must be shown on the back of the photograph. Please use the format below for identifying the photographs.



Date of Photograph: 3-23-13

Photograph By: Keith T. Tadrowski

Camera Facing: Northeast

Description: Subject Property



Date of Photograph: 3-23-13

Photograph By: Keith T. Tadrowski

Camera Facing: Southeast

Description: Subject Property

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Date the photograph was taken, which direction the camera was facing when the picture was taken, brief description of the subject of the photograph and initials of the person taking the photograph must be shown on the back of the photograph. Please use the format below for identifying the photographs.



Date of Photograph: 3-23-13

Photograph By: Keith T. Tadrowski

Camera Facing: North

Description: Temporary
Easement 11TE-A



Date of Photograph: 3-23-13

Photograph By: Keith T. Tadrowski

Camera Facing: North

Description: Temporary
Easement 11TE-A

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Date the photograph was taken, which direction the camera was facing when the picture was taken, brief description of the subject of the photograph and initials of the person taking the photograph must be shown on the back of the photograph. Please use the format below for identifying the photographs.



Date of Photograph: 3-23-13

Photograph By: Keith T. Tadrowski

Camera Facing: North

Description: Temporary
Easement 11TE-B



Date of Photograph: 3-23-13

Photograph By: Keith T. Tadrowski

Camera Facing: South

Description: Temporary
Easement 11TE-B

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Date the photograph was taken, which direction the camera was facing when the picture was taken, brief description of the subject of the photograph and initials of the person taking the photograph must be shown on the back of the photograph. Please use the format below for identifying the photographs.

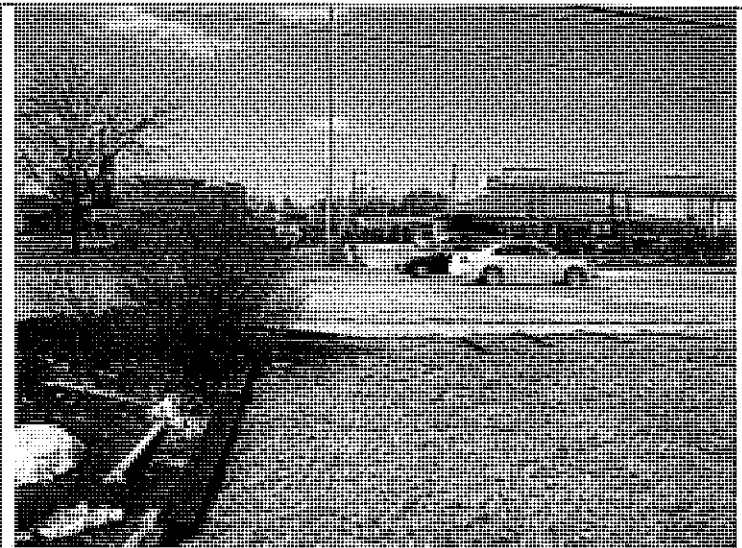


Date of Photograph: 3-23-13

Photograph By: Keith T. Tadrowski

Camera Facing: West

Description: Temporary
Easement 11TE-B



Date of Photograph: 3-23-13

Photograph By: Keith T. Tadrowski

Camera Facing: West

Description: Temporary
Easement 11TE-A

PERSONAL PROPERTY

Any personal property within the proposed acquisition has been identified but not valued in this appraisal, and will be taken care of through the relocation assistance program and is listed as follows: N/A

JURISDICTIONAL EXCEPTION

In this assignment, the Jurisdictional Exception has been applied. The specific part or parts of USPAP being disregarded are Standards Rule 1-3(a) and 1-4(f).

HIGHEST AND BEST USE

Highest and Best Use as defined by the Courts is defined as "that use which would give the property its highest cash market value on the date of value." This may be the actual use of the property on that date or a use to which it was adaptable and which would be anticipated with such reasonable certainty that it would enhance the market value on that date.

Based on the aforementioned definition, zoning, surrounding uses, area trends, and site inspection, it is the appraiser's opinion that the highest and best use of the subject property as vacant is for commercial development as per its zoning classification. Based on the aforementioned definition, zoning, surrounding uses, area trends, and site inspection, it is the appraiser's opinion that the highest and best use of the subject property as improved is for as vacant commercial redevelopment with an interim use as a strip center (its existing use). The site is reportedly planned for redevelopment in conjunction with the adjacent vacant properties to the north and south.

SALES AND LISTING HISTORY OF THE PROPERTY

There have been no sales of the subject within the last five years.

VALUATION OF WHOLE PROPERTY (LAND ONLY)

Based upon a study of comparable sales of vacant commercial land -- Comparable Sale Nos. V-1 thru V-4 (See attached sales) - in the subject area, it is the appraiser's opinion that a land value of \$18.00 per square foot is indicated for the subject property. Each of the comparable sales was analyzed and compared to the subject and were adjusted for property rights, financing, conditions of sale, market conditions, location, size, shape, access, use, topography, zoning, frontage, and utilities.

DESCRIPTION OF TEMPORARY EASEMENT (0011TE-A)

A temporary easement is proposed for the property; the easement term is three years. The easement consists of a 20 foot deep strip along the site's northern 8.68 feet of Cass Avenue street frontage [see attached plat]. The total land area of the easement is 0.004 acres or 175± square feet.

Located inside the easement is two bushes, evergreen bushes, and a wood timber retaining wall; the site improvements have no contributory value. The site is planned for redevelopment and the existing north driveway is being shifted to the north as a shared driveway with the adjacent property to the north. This change in access has been reportedly requested by the property owner.

Factors considered in the valuation of the easement include the duration of the easement, location with respect to the improvements, and property rights being acquired in relation to the remainder parcel. The appraiser believes the minor easement will have only a nominal affect on the fair market value of subject property, or \$1,000 minimum as per Du Page County Division of Transportation policy for commercial property driveway easements.

The appraiser estimates there will be no damages to the non-easement property as a result of the imposition of the temporary easement.

DESCRIPTION OF TEMPORARY EASEMENT (0011TE-B)

A temporary easement is proposed for the property; the easement term is three years. The easement consists of a 20 foot deep strip along the site's southern 52.10 feet of Cass Avenue street frontage [see attached plat]. The total land area of the easement is 0.024 acres or 1,045± square feet.

Located inside the easement is four bushes, decorative rock, concrete retaining wall, concrete curbing, and asphalt paving; the site improvements have no contributory value. The site is planned for redevelopment and the existing south driveway is being shifted to the south slightly. This change in access has been reportedly requested by the property owner.

Factors considered in the valuation of the easement include the duration of the easement, location with respect to the improvements, and property rights being acquired in relation to the remainder parcel. The appraiser believes the minor easement will have only a nominal affect on the fair market value of subject property, or \$1,000 minimum as per Du Page County Division of Transportation policy for commercial property driveway easements.

The appraiser estimates there will be no damages to the non-easement property as a result of the imposition of the temporary easement.

CERTIFICATION

I, Keith T. Tadrowski Certify to the best of my knowledge and belief:

That on 3-23-13 (include all dates) I personally inspected the property herein appraised.

I have also made a personal field inspection of the comparable sales relied upon in making said appraisal.

That the statements of fact contained in the report are true and correct and the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

That my analyses, opinions, and conclusions were developed, and this report has has not been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

That I understand that such appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by the State of Illinois with its funds and/or with the assistance of federal-aid highway funds, or other federal funds.

That to the best of my knowledge such appraisal has been made in conformity with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of Illinois.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have have not prepared, an appraisal of the property previously.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property. This statement is in compliance with 49 CFR 24.103(b) LAPPM Section 3.7.14 and is also a jurisdictional exception to USPAP.

That I have not given consideration to, or included in my appraisal, any allowance for relocation assistance benefits.

That I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, or a specific valuation.

That I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual(s), I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

That I have no direct or indirect present or contemplated future interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the DuPage County Division of Transportation and I will not do so until so authorized by County Officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That my opinion of the fair market value of the property taken and net damage to the remainder, if any, and any easements, as of the: 23rd day of March, 20 13 is \$ 2,000

based upon my independent appraisal and the exercise of my professional judgment.

Type of License State Certified Real Estate Appraiser Lic. No. 553.001238 Signature of Appraiser - Keith T. Tadrowski Exp. Date 9/30/2013

JURISDICTIONAL EXCEPTION CERTIFICATION

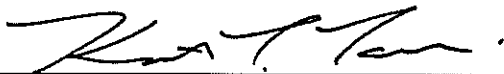
Route: 75th Street (FAP 0369) Project: ---
Section: 12-00233-07-PV Job No.: ---
County: DuPage Parcel: 0011 Unit: N/A

This report was/ was not developed and reported under the Jurisdictional Exception of the Uniform Standards of Professional Appraisal Practice (USPAP) and in compliance with the policies and procedures of the Illinois Department of Transportation (IDOT), the intended user, and applicable federal and state laws. The only part or parts of the USPAP that have been disregarded are those parts that are contrary to these laws, policies and procedures.

Check the appropriate statements:

- The part or parts of the USPAP, which have been disregarded, have been identified and retained in the work file. The jurisdictional authority that justifies the Jurisdictional Exception(s) of the USPAP are the appraisal requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 49 CFR 24 and Chapter 2 of IDOT's Land Acquisition Policies and Procedures Manual.
- I have considered all three approaches to value and have utilized, at the minimum, the Sales Comparison Approach in establishing my opinion of value. Given the intended use, and the needs of the user, the report is no less reliable without the Cost Approach and Income Approach. I may have developed the other approaches to use as a check and balance to the Sales Comparison Approach utilized herein and they have been retained in my work file.
- I have developed and reported all applicable approaches to value that, based on the intended use and the needs of the intended user, provide reliability to the report.

The scope of work has been identified in the body of the report, in accordance with 49 CFR 24 and USPAP. The intended use and the intended user(s) have been appropriately identified in the body of the report.



SIGNATURE
March 27, 2013

DATE

State License/Certification Title State Certified Real Estate Appraiser

State License/Certification No. 553.001238

Date of Expiration 9/30/2013

Appraiser: Keith T. Tadrowski

Comparable Sale Data

<p>Photos are required of all sales including principal above ground improvement or unusual features affecting sale value. Back of photo shall be identified the same as photos for the subject except that it will show the sale number rather than the parcel number.</p> <p>NOTE: Property was assembled from three sales: Parcel A (\$3,000,000; 09-03-303-014, -019, & -033; 102,709 sq.ft.); Parcel B (09-03-303-027; \$1,230,000; 12,702 sq.ft.) and Parcel C (09-03-303-028; \$350,000; 16,994 sq.ft.). Sales A & C were contingent upon each other, and Sale B was under contract when A & C closed.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Comparable Sale No.:</td> <td style="text-align: right;">V-1</td> </tr> <tr> <td>Seller:</td> <td style="text-align: right;">Thomas J. Baloun (A), GDA Holdings, LLC (B), & Randal Yeater (C)</td> </tr> <tr> <td>Purchaser:</td> <td style="text-align: right;">333 East Ogden, LLC</td> </tr> <tr> <td>Sale Date:</td> <td style="text-align: right;">1/2011 (A&C), 4/2011 (B)</td> </tr> <tr> <td>Type:</td> <td style="text-align: right;">Warranty (A, B, & C)</td> </tr> <tr> <td>Document No.:</td> <td style="text-align: right;">R2011010877 (A), R2011053652 (B), and R2011010873 (C)</td> </tr> <tr> <td>Revenue Stamps:</td> <td style="text-align: right;">\$ 4,500.00</td> </tr> <tr> <td>Indicated Sales Price:</td> <td style="text-align: right;">\$ 4,580,000.00</td> </tr> <tr> <td>Verified Sales Price:</td> <td style="text-align: right;">\$ 4,580,000.00</td> </tr> <tr> <td>Unit Price When Applicable:</td> <td></td> </tr> <tr> <td style="text-align: right;">\$ 34.59</td> <td style="text-align: center;">per</td> </tr> <tr> <td></td> <td style="text-align: right;">Sq.ft.</td> </tr> <tr> <td>Verified By:</td> <td style="text-align: right;">Loopnet, Inland (Seller Broker), Deeds, & Assessor</td> </tr> <tr> <td>Verified To:</td> <td style="text-align: right;">Keith T. Tadrowski</td> </tr> <tr> <td>Date Verified:</td> <td style="text-align: right;">1/26/12</td> </tr> <tr> <td>Date of Inspection:</td> <td style="text-align: right;">1/26/12</td> </tr> <tr> <td>Inspected By:</td> <td style="text-align: right;">Keith T. Tadrowski</td> </tr> <tr> <td>Zoning:</td> <td style="text-align: right;">B-2, Business (Westmont)</td> </tr> </table>	Comparable Sale No.:	V-1	Seller:	Thomas J. Baloun (A), GDA Holdings, LLC (B), & Randal Yeater (C)	Purchaser:	333 East Ogden, LLC	Sale Date:	1/2011 (A&C), 4/2011 (B)	Type:	Warranty (A, B, & C)	Document No.:	R2011010877 (A), R2011053652 (B), and R2011010873 (C)	Revenue Stamps:	\$ 4,500.00	Indicated Sales Price:	\$ 4,580,000.00	Verified Sales Price:	\$ 4,580,000.00	Unit Price When Applicable:		\$ 34.59	per		Sq.ft.	Verified By:	Loopnet, Inland (Seller Broker), Deeds, & Assessor	Verified To:	Keith T. Tadrowski	Date Verified:	1/26/12	Date of Inspection:	1/26/12	Inspected By:	Keith T. Tadrowski	Zoning:	B-2, Business (Westmont)
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Zoning:	B-2, Business (Westmont)																																				
<p>Location, Address, and/or legal description of sale property.</p> <p>Address: 333 E. Ogden Avenue Westmont, IL</p> <p>PIN: 09-03-303-014, -019, & -033 (A) 09-03-303-027 (B) 09-03-303-028 (C)</p> <p>Location: Southwest corner of Ogden Avenue and Richmond Street, Westmont, IL</p> <p>Legal Description: N/A</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Highest and Best Use:</td> <td style="text-align: center;">Commercial Development</td> </tr> <tr> <td>Financing: If normal, check (<input checked="" type="checkbox"/>). If other than normal, explain below</td> <td></td> </tr> <tr> <td>Condition of Sale: If an "Armslength" transaction, check (<input checked="" type="checkbox"/>). If other, explain below</td> <td></td> </tr> </table>	Highest and Best Use:	Commercial Development	Financing: If normal, check (<input checked="" type="checkbox"/>). If other than normal, explain below		Condition of Sale: If an "Armslength" transaction, check (<input checked="" type="checkbox"/>). If other, explain below																															
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<p>Land Description - Type and Size</p> <p>Estimate Contributory value of each classification when applicable.</p> <p>Area: 132,405 square feet or 3.040 acres</p> <p>Floodplain: None</p> <p>Shape: Rectangular (A, B, & C Assembled)</p> <p>Location: Corner</p>	<p>Buildings and misc. improvements</p> <p>Estimate contribution to value when applicable</p> <p>Buildings: Improved with a 25,000± sq.ft. retail (antique store) on Parcel A; a 5,000± square foot auto repair building on Parcel B, and a small frame garage on Parcel C. Total demolition costs are estimated as \$150,000 which indicates an adjusted sales price of \$4,730,000 or \$35.72/sq.ft. Subsequently developed with a grocery store.</p> <p>Land Improvements: None of contributory value.</p> <p>List Utilities Available: All are available.</p>																																				

PHOTO OF COMAPRABLE SALE NO. V-1



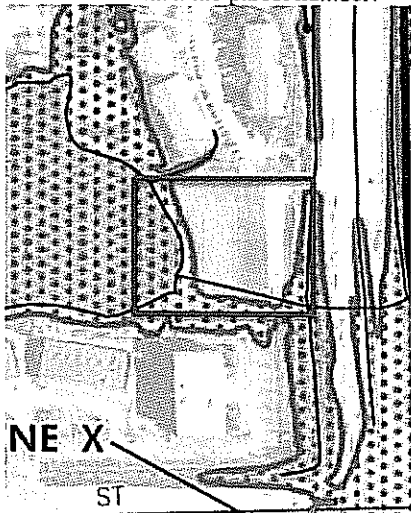
Parcel No. 0011

Page 14 of 20

Appraiser Keith T. Tadrowski

Comparable Sale Data

Photos are required of all sales including principal above ground improvement or unusual features affecting sale value. Back of photo shall be identified the same as photos for the subject except that it will show the sale number rather than the parcel number.



Comparable Sale No.:	V-2
Seller:	Richard K. Coburn
Purchaser:	Thornton's Inc.
Sale Date:	3/22/2010
Type:	Warranty
Document No.:	37879
Revenue Stamps:	\$ 975.00
Indicated Sales Price:	\$ 650,000.00
Verified Sales Price:	\$ 650,000.00
Unit Price When Applicable:	
\$ 8.26 per Sq.ft.	
Verified By:	MLS, COMPS, & Recorder
Verified To:	Keith T. Tadrowski
Date Verified:	6/4/11
Date of Inspection:	6/4/11
Inspected By:	Keith T. Tadrowski
Zoning:	B-2, Community Shopping (Willowbrook)

Location, Address, and/or legal description of sale property.

Address: 6200 Route 83
Willowbrook, IL
PIN: 09-14-300-020

Location: East side of IL Route 83,
300± feet north of 63rd Street
Willowbrook, IL

Legal Description: Lot 2 Willowbrook Square PUD

Highest and Best Use:

Commercial Development

Financing: If normal, check (). If other than normal, explain below

Condition of Sale: If an "Armslength" transaction, check (). If other, explain below

Land Description - Type and Size
Estimate Contributory value of each classification when applicable.

Area: 78,691 square feet
Floodplain: Yes; see above
Topography: Part level, part rolling; part of the property is located in a detention pond (See above)
Shape: Rectangular
Frontage: 259.36' feet
Depth: 304.1/301.47'
Rear Lot Line: 259.5'
Location: Inside

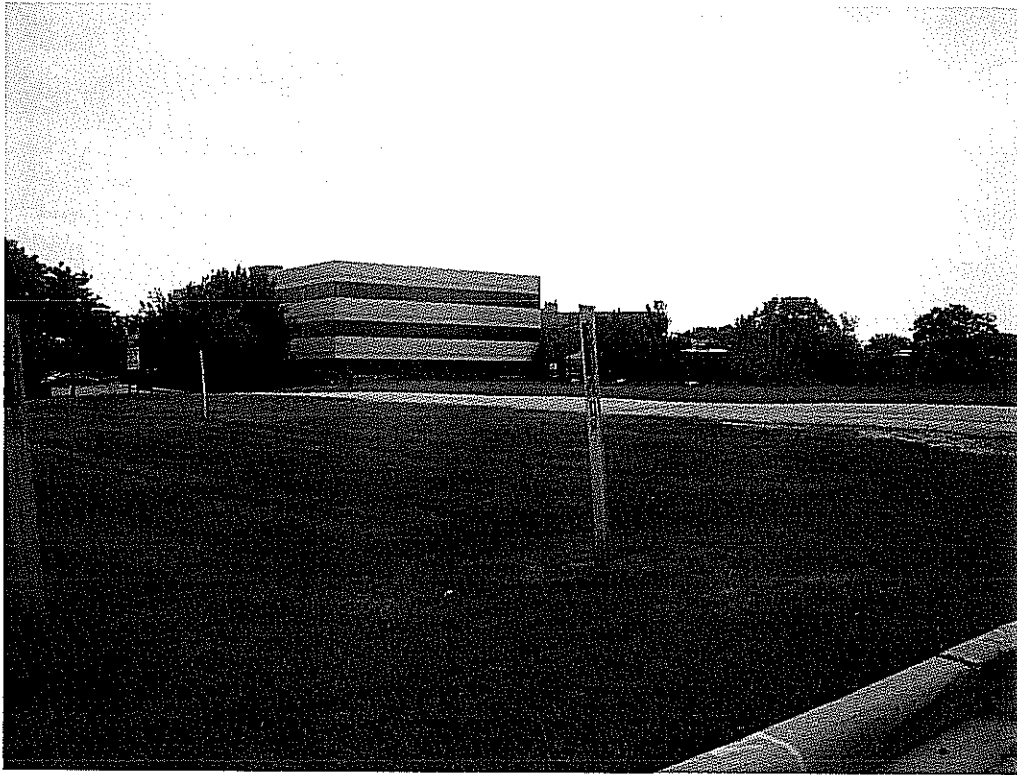
Buildings and misc. improvements
Estimate contribution to value when applicable

Buildings:
Vacant land. Private access road cuts across the front of the property.

Land Improvements:
None of contributory value.

List Utilities Available:
All are available.

PHOTO OF COMAPRABLE SALE NO. 2



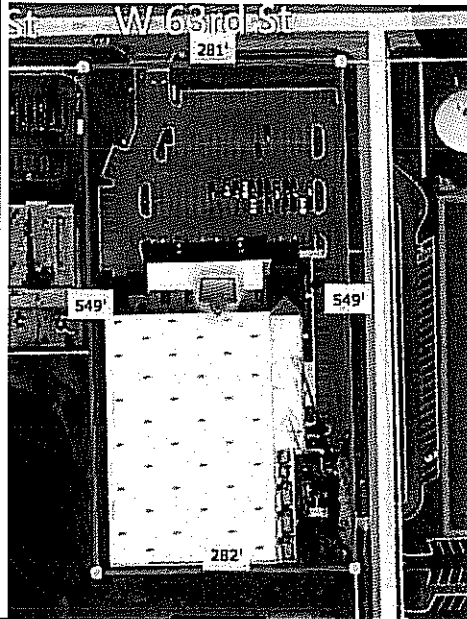
Parcel No. 0011

Page 16 of 20

Appraiser Keith T. Tadrowski

Comparable Sale Data

Photos are required of all sales including principal above ground improvement or unusual features affecting sale value. Back of photo shall be identified the same as photos for the subject except that it will show the sale number rather than the parcel number.



Comparable Sale No.:	V-3
Seller:	HJ Vanleeuwen Trust
Purchaser:	Westmont Yard Corp.
Sale Date:	3/18/2009
Type:	Warranty
Document No.:	R2009126095
Revenue Stamps:	\$ 2,107.50
Indicated Sales Price:	\$ 1,450,000.00
Verified Sales Price:	\$ 1,450,000.00
Unit Price When Applicable:	
\$ 9.40 per	Sq.ft.
Verified By:	MLS, Assessor
Verified To:	Keith T. Tadrowski
Date Verified:	3/13/13
Date of Inspection:	3/13/13
Inspected By:	Keith T. Tadrowski
Zoning:	C-1 PD, Commercial (Westmont)

Location, Address, and/or legal description of sale property.

Address: 233 W. 63rd Street
Westmont, IL
PIN: 09-12-200-002

Location: South side of 63rd Street
East of Williams Street, Westmont, IL

Legal Description: N/A

Highest and Best Use:

Commercial Development

Financing: If normal, check (). If other than normal, explain below

Condition of Sale: If an "Armslength" transaction, check (). If other, explain below

Land Description - Type and Size
Estimate Contributory value of each classification when applicable.

Area: 154,269 square feet or 3.54 acres
Floodplain: None
Shape: Rectangular
Location: Inside
Frontage: 281'
Depth: 549'

Buildings and misc. improvements
Estimate contribution to value when applicable

Buildings:
Improved with an older residence with no contributory value. Subsequently developed with a health club.

Land Improvements:
None of contributory value.

List Utilities Available:
All are available.

PHOTO OF COMAPRABLE SALE NO. V-3



Parcel No. 0011

Page 18 of 20

Appraiser Keith T. Tadrowski

Comparable Sale Data


<p>Photos are required of all sales including principal above ground improvement or unusual features affecting sale value. Back of photo shall be identified the same as photos for the subject except that it will show the sale number rather than the parcel number.</p> 	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Comparable Sale No.:</td> <td style="text-align: right;">V-4</td> </tr> <tr> <td>Seller:</td> <td style="text-align: right;">Group Ten Development, LLC</td> </tr> <tr> <td>Purchaser:</td> <td style="text-align: right;">MMREA, LLC</td> </tr> <tr> <td>Sale Date:</td> <td style="text-align: right;">4/2/2012</td> </tr> <tr> <td>Type:</td> <td style="text-align: right;">Warranty</td> </tr> <tr> <td>Document No.:</td> <td style="text-align: right;">R2012-052688</td> </tr> <tr> <td>Revenue Stamps:</td> <td style="text-align: right;">\$ 768.75</td> </tr> <tr> <td>Indicated Sales Price:</td> <td style="text-align: right;">\$ 512,500.00</td> </tr> <tr> <td>Verified Sales Price:</td> <td style="text-align: right;">\$ 512,500.00</td> </tr> <tr> <td>Unit Price When Applicable:</td> <td></td> </tr> <tr> <td style="text-align: right;">\$ 9.74</td> <td style="text-align: center;">per Sq.ft.</td> </tr> <tr> <td>Verified By:</td> <td style="text-align: right;">MLS, Assessor</td> </tr> <tr> <td>Verified To:</td> <td style="text-align: right;">Keith T. Tadrowski</td> </tr> <tr> <td>Date Verified:</td> <td style="text-align: right;">3/13/13</td> </tr> <tr> <td>Date of Inspection:</td> <td style="text-align: right;">3/13/13</td> </tr> <tr> <td>Inspected By:</td> <td style="text-align: right;">Keith T. Tadrowski</td> </tr> <tr> <td>Zoning:</td> <td style="text-align: right;">B-2 PUD, Community Shopping District (Planned Unit Development; Darien)</td> </tr> </table>	Comparable Sale No.:	V-4	Seller:	Group Ten Development, LLC	Purchaser:	MMREA, LLC	Sale Date:	4/2/2012	Type:	Warranty	Document No.:	R2012-052688	Revenue Stamps:	\$ 768.75	Indicated Sales Price:	\$ 512,500.00	Verified Sales Price:	\$ 512,500.00	Unit Price When Applicable:		\$ 9.74	per Sq.ft.	Verified By:	MLS, Assessor	Verified To:	Keith T. Tadrowski	Date Verified:	3/13/13	Date of Inspection:	3/13/13	Inspected By:	Keith T. Tadrowski	Zoning:	B-2 PUD, Community Shopping District (Planned Unit Development; Darien)
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Zoning:	B-2 PUD, Community Shopping District (Planned Unit Development; Darien)																																		
<p>Location, Address, and/or legal description of sale property.</p> <p>Address: 8350 Lemont Road Darien, IL PIN: 09-31-402-018</p> <p>Location: Southwest corner of Lemont Road and 83rd Court, Darien, IL</p> <p>Legal Description: N/A</p>	<p>Highest and Best Use:</p> <p style="text-align: center; font-weight: bold;">Commercial Development</p> <p>Financing: If normal, check (<input checked="" type="checkbox"/>). If other than normal, explain below</p> <p>Condition of Sale: If an "Armslength" transaction, check (<input checked="" type="checkbox"/>). If other, explain below</p>																																		
<p>Land Description - Type and Size</p> <p>Estimate Contributory value of each classification when applicable.</p> <p>Area: 1.2 acres (net)</p> <p>Floodplain: None</p> <p>Shape: Irregular (See above)</p> <p>Location: Corner</p> <p>Frontage: 281'</p> <p>Depth: 549'</p>	<p>Buildings and misc. improvements</p> <p>Estimate contribution to value when applicable</p> <p>Buildings: Vacant land. Subsequently developed with a pre-school.</p> <p>Land Improvements: None of contributory value.</p> <p>List Utilities Available: All are available.</p>																																		

PHOTO OF COMPARABLE SALE NO. V-4



Parcel No. 0011

Page 20 of 20

Appraiser Keith T. Tadrowski

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR A TEMPORARY EASEMENT AT 7515 SOUTH CASS AVENUE-HERITAGE PLAZA FOR THE 75TH STREET AND CASS AVENUE RECONSTRUCTION PROJECT

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute an Intergovernmental Agreement with the County of DuPage for a temporary easement at 7515 South Cass Avenue-Heritage Plaza for the 75th Street and Cass Avenue Reconstruction Project, a copy of which is attached hereto as "Exhibit A," and is incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

This intergovernmental agreement (hereinafter referred to as "AGREEMENT") is made and entered into this _____ day of _____, 2013, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as "COUNTY") and the City of Darien, a municipal corporation with offices at 1702 Plainfield Road, Darien, Illinois (hereinafter referred to as "CITY"). COUNTY and CITY are hereinafter individually referred to as a "Party" or together as the "Parties."

WITNESSETH

WHEREAS, the COUNTY has developed plans and specifications to improve CH 33/75th Street, from Adams Street to Plainfield Road, including along Cass Avenue, County Section No. 12-00233-07-PV (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY holds title to certain property along CH 15/Cass Avenue within the PROJECT limits; and

WHEREAS, the COUNTY has determined that it is necessary for the COUNTY to acquire temporary construction easements over a portion of the CITY's property along CH 15/Cass Avenue as shown on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the COUNTY and the CITY are municipalities as defined in Section 1 (c) of "An Act in Relation To The Transfer Of Interests In Real Estate By Units Of Local Governments Or School Districts," 50 ILCS 605/1(c) (hereinafter the "Local Government Property Transfer Act"); and

WHEREAS, Section 2 of the Local Government Property Transfer Act, 50 ILCS 605/2, authorizes a municipality, pursuant to a resolution passed by a two-thirds vote of the members of its corporate authority, to convey real estate to a

municipality for any municipal or public purpose of the transferee municipality; and

WHEREAS, the COUNTY and CITY are empowered to enter into this AGREEMENT pursuant to the authority granted in the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. and in Article VII, Section 10, of the Illinois Constitution of 1970 and the Local Government Property Transfer Act.

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

NOW, THEREFORE, in consideration of promises, terms and considerations set forth herein, the Parties agree as follows:

1.0 INCORPORATION.

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

2.0 SCOPE OF PROJECT

- 2.1. The PROJECT includes, but is not limited to, the reconstruction and widening of 75th Street from Adams Street to Plainfield Road, intersection improvements at Adams Street, at Cass Avenue and at Plainfield Road, traffic signal modernizations with interconnection and other appurtenant and necessary work.

3.0 RESPONSIBILITIES - JOINT

3.1. The COUNTY and CITY agree to cooperate in and make every effort to cause the construction of the PROJECT.

4.0 RESPONSIBILITIES OF THE COUNTY

4.1. The COUNTY shall act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way acquisition, permit processing, utility coordination, construction engineering and construction for the PROJECT.

4.2. The COUNTY shall pay to the CITY Two Thousand and 00/100ths Dollars (\$2,000.00) for the temporary construction easements that are the subject of this AGREEMENT and as referenced in paragraph 5.1 hereinafter.

5.0 RESPONSIBILITIES OF THE CITY

5.1. Upon execution of this AGREEMENT, the CITY will grant to the COUNTY, a Temporary Construction Easement, for the Parcels known as 0011TE-A and 0011TE-B, to construct the PROJECT. Said Temporary Construction Easement is attached hereto as Exhibit B and is incorporated and made a part hereof. No formal closing for said Temporary Construction Easement shall be required and the appropriate representatives of the CITY and COUNTY shall complete the exchange following execution of this AGREEMENT.

6.0 MAINTENANCE

6.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the granting of a temporary construction easement by the CITY to the COUNTY for the PROJECT and no changes to maintenance and/or jurisdiction of existing roadways and appurtenances are proposed.

7.0 INDEMNIFICATION

7.1. The COUNTY shall to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

7.1.1. The COUNTY and the CITY acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY's or any successor's or assign's authority and legal capacity to indemnify CITY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the CITY, or any person or entity claiming a right through CITY, or in the event of change in the laws of the State of Illinois governing COUNTY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

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

this AGREEMENT to the extent permitted by law. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.

- 7.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 7.1., who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY's participation in its defense shall not remove CITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 7.4. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.
- 7.5 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CITY's and COUNTY's indemnification under Section 7.0 hereof shall terminate when the PROJECT is completed.

8.0 GENERAL

- 8.1. Whenever in this AGREEMENT, approval or review of either the COUNTY or CITY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 8.2. In the event of a dispute between the COUNTY and CITY representatives in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the Director of Transportation/County Engineer of the COUNTY and the

City Administrator of the CITY shall meet and resolve the issue.

8.3. No later than seven (7) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the terms of this AGREEMENT. Each representative shall have authority, on behalf of such party, to complete the acquisition of the Temporary Construction Easement from the CITY to the COUNTY for the PROJECT. Representatives shall be readily available to the other party.

8.4. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

9.0 ENTIRE AGREEMENT

9.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the acquisition of a temporary construction easement from the CITY to the COUNTY for the PROJECT, and supersedes all previous communications or understandings whether oral or written. The Parties herein acknowledge that a PROJECT related agreement will be subsequent to this AGREEMENT that will establish the parties' mutual project cost and maintenance responsibilities.

10.0 NOTICES

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

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attn: Bryon D. Vana, City Administrator
Phone: 630.852.5000
Facsimile: 630.852.4709

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

11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

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

12.0 ASSIGNMENT

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

13.0 GOVERNING LAW

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

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

14.0 SEVERABILITY

15.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the

particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

15.0 FORCE MAJEURE

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

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

COUNTY OF DU PAGE

CITY OF DARIEN

Daniel J. Cronin, Chairman
DuPage County Board

Kathleen A. Weaver, Mayor

ATTEST:

ATTEST:

Gary A. King
County Clerk

Joanne Rogona
City Clerk

Area	Area	Area	Area
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

TEMPORARY EASEMENTS A&B 1220 SQ FT

EXHIBIT A

P.I.N
09-27-300-002/02-27-300-003

Parcel 11TE "A" and "B"
City of Darien

Street Address
Location: 7515 S. Cass, Darien, IL
City offices: 1702 Plainfield Road, Darien,
IL

Section
12-00233-07-PV

CH 33/75th
Adams to Plainfield Road

FOR RECORDER'S USE ONLY

GRANT OF TEMPORARY EASEMENT

THIS INDENTURE WITNESSETH, That the Grantor, City of Darien a municipal corporation, for and in consideration of Two thousand dollars (\$2000), hereby represents that they own the fee simple title to and do by these presents grant the temporary right, easement and privilege to enter upon the following described land unto the County of DuPage, State of Illinois, Grantee, for the use of the County Division of Transportation, its employees, representative, agents, contractors and engineers, for the purpose road construction.

See attached legal descriptions made a part hereof

This easement shall be in effect for a period of one (2) years from the date of award of the construction contract or commencement of construction operations, whichever occurs later

Said construction work to be completed as specified in the plans as prepared by said County Division of Transportation.

Said work to be done in a quality workmanlike manner and at the expense of the DuPage County-Division of Transportation.

It is also agreed that the premises will be left in a neat and presentable condition.

P.I.N. 09-27-300-002/02-27-300-003

Parcel 11TE "A" and "B"
City of Darien

Address:
Location: 7515 S. Cass, Darien, IL
City offices: 1702 Plainfield Road, Darien,
IL

Section
12-00233-07-PV
CH33/75th Street
Adams Street to Plainfield Road

FOR RECORDER'S USE ONLY

GRANT OF TEMPORARY EASEMENT

Dated this ____ day of _____ A.D., 2013.

ORGANIZATION: _____

FEIN _____

By: _____

Title: _____

Attest: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this GRANT OF TEMPORARY EASEMENT are personally known to me to be duly authorized officers of the _____ and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing as duly authorized officers of said corporation and caused the corporate seal to be affixed thereto pursuant to authority given by the _____ of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2010.

Notary Public

Commission expires _____

ROUTE : F.A.P. 0369
SECTION : 12-00233-07-PV
COUNTY : DUPAGE
JOB NO. : R-55-001-97
PARCEL : 0011TE-A
STA. : 16+91.14 TO 16+99.82
OWNER : CITY OF DARIEN

INDEX NO. 09-27-300-002

THAT PART OF LOT 4 IN BROOKHAVEN PLAZA, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 1959 AS DOCUMENT NUMBER R1959-932271, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN SAID BROOKHAVEN PLAZA SUBDIVISION; THENCE NORTH 88 DEGREES 13 MINUTES 10 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 20.00 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 14 SECONDS EAST ALONG A LINE 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 4, SAID WEST LINE ALSO BEING THE EAST LINE OF CASS AVENUE, A DISTANCE OF 8.78 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 46 SECONDS WEST, A DISTANCE OF 20.00 FEET TO SAID WEST LINE OF LOT 4; THENCE NORTH 01 DEGREES 29 MINUTES 14 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 8.68 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

SAID TEMPORARY EASEMENT CONTAINING 0.004 ACRES (175 SQUARE FEET), MORE OR LESS.

ROUTE : F.A.P. 0369
SECTION : 12-00233-07-PV
COUNTY : DUPAGE
JOB NO. : R-55-001-97
PARCEL : 0011TE-B
STA. : 14+11.82 TO 14+63.92
OWNER : CITY OF DARIEN

INDEX NO. 09-27-300-003

THAT PART OF LOT 4 IN BROOKHAVEN PLAZA, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 1959 AS DOCUMENT NUMBER R1959-932271, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 IN SAID BROOKHAVEN PLAZA SUBDIVISION; THENCE NORTH 01 DEGREES 29 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF LOT 4, SAID WEST LINE ALSO BEING THE EAST LINE OF CASS AVENUE, A DISTANCE OF 52.10 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 46 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 14 SECONDS EAST ALONG A LINE 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4, A DISTANCE OF 52.00 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 88 DEGREES 13 MINUTES 10 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

SAID TEMPORARY EASEMENT CONTAINING 0.024 ACRES, MORE OR LESS. (1045 SQ FT)

AGENDA MEMO
Municipal Services Committee
August 26, 2013

ISSUE STATEMENT

Approval of an ordinance authorizing the disposal of surplus property.

BACKGROUND/HISTORY

Staff is requesting that the following property be declared as surplus property and auctioned using an on-line auction service, Public Surplus, or disposed of:

YEAR	MODEL	VIN #	MILEAGE / HOURS
1999	GMC 8500 with plow and spreader, Unit 110	1GDP7H1CXXJ513015	52,315 miles
1999	Ford F350, Unit 111	3FDWF36S4XMA26588	128,951 miles
1998	Chevy 3500 with plow and spreader, Unit 112	1GBJK34F9WF043468	155,788 miles
2001	Trackless MTV with 12 foot mower deck, Unit 208	MT5T1923	1,788 hours
1994	Ford F250 with plow and spreader, Unit 600	1FTHX25H9RKB39070	136,666 miles
1996	Ford E350, Unit A4	1FBJS31H2THB07520	56,472 miles

QUANTITY	DESCRIPTION	MAKE	MODEL NO	COLOR
1	Incandescent Light Fixture	Hampton Bay	GNC1813A-WHT	White
3	Light Pole		777-099	Black
1	Incandescent Light Fixture	Hampton Bay	CIL1803M	Bronze
1	Incandescent Light Fixture	Hampton Bay	Y37005-26	Antique Silver
1	Incandescent Light Fixture	Hampton Bay	Y37031-151	Aged Iron
1	Incandescent Light Fixture	Progress Lighting	P5483-31	Textured Black
1	Incandescent Light Fixture	Hampton Bay	BOR1803/B	Brushed Nickel
1	Incandescent Light Fixture	Hampton Bay	GNC1813A-BK	Black
1	LED Light Fixture	Progress Lighting	P5409-20	Antique Bronze
1	LED Light Pole	Newport Coastal	7771-14W	White
1	Incandescent Light Fixture	Thomas Lighting	SL 738	Black
1	Incandescent Light Fixture	Thomas Lighting	SL 9136	Black
1	Incandescent Light Fixture	Sea Gull	8255-12	Black
1	Incandescent Light Fixture (Broken)	Thomas Lighting - 3 Light	SL 9146	Tile Bronze
4	Light Pole		66808	Black
1	LED Light Fixture	Progress Lighting	P5473-88	Heirloom
1	CFL Light Fixture	Progress Lighting	P5474-50 CFL	Golden Baroque
1	CFL Light Fixture	Progress Lighting	P5438-71 CFL	Gilded Iron
1	CFL Light Fixture	Progress Lighting	P5474-33 CFL	Cobblestone Bronze
1	LED Light Pole	Progress Lighting	P5391-31	Black
1	Light Pole Adapter	Progress Lighting	P8748-31	Black

STAFF RECOMMENDATION

Based upon the above information, staff recommends that the items listed above be declared surplus property and be auctioned or disposed of.

ALTERNATE CONSIDERATION

Not approving this ordinance at this time would be an alternate consideration.

DECISION MODE

This item will be placed on the September 3, 2013, City Council meeting for formal consideration.

*Passage of this ordinance requires a three-fourths majority vote by the City Council.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE
OF PERSONAL PROPERTY
OWNED BY THE CITY OF DARIEN**

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

THIS 03rd DAY OF SEPTEMBER, 2013

**Published in pamphlet form by authority
of the Mayor and City Council of the
City of Darien, DuPage County, Illinois,
this _____ day of _____,
2013.**

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE
OF PERSONAL PROPERTY
OWNED BY THE CITY OF DARIEN**

WHEREAS, in the opinion of at least three fourths of the corporate authorities of the City of Darien, it is no longer necessary or useful, or for the best interests of the City of Darien, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the Mayor and City Council of the City of Darien to sell said personal property at a Public Auction or dispose of said property.

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: The Mayor and City Council of the City of Darien find that the following described personal property, now owned by the City of Darien, is no longer necessary or useful to the City of Darien and the best interests of the City of Darien will be served by auctioning it using Public Surplus or disposing of said property.

YEAR	MODEL	VIN #	MILEAGE / HOURS
1999	GMC 8500 with plow and spreader, Unit 110	1GDP7H1CXXJ513015	52,315 miles
1999	Ford F350, Unit 111	3FDWF36S4XMA26588	128,951 miles
1998	Chevy 3500 with plow and spreader, Unit 112	1GBJK34F9WF043468	155,788 miles
2001	Trackless MTV with v plow and 12 foot mower deck	MT5T1923	1,788 hours
1994	Ford F250 with plow and spreader, Unit 600	1FTHX25H9RKB39070	136,666 miles
1996	Ford E350, Unit A4	1FBJS31H2THB07520	56,472 miles

ORDINANCE NO. _____

QUANTITY	DESCRIPTION	MAKE	MODEL NO	COLOR
1	Incandescent Light Fixture	Hampton Bay	GNC1813A-WHT	White
3	Light Pole		777-099	Black
1	Incandescent Light Fixture	Hampton Bay	CIL1803M	Bronze
1	Incandescent Light Fixture	Hampton Bay	Y37005-26	Antique Silver
1	Incandescent Light Fixture	Hampton Bay	Y37031-151	Aged Iron
1	Incandescent Light Fixture	Progress Lighting	P5483-31	Textured Black
1	Incandescent Light Fixture	Hampton Bay	BOR1803/B	Brushed Nickel
1	Incandescent Light Fixture	Hampton Bay	GNC1813A-BK	Black
1	LED Light Fixture	Progress Lighting	P5409-20	Antique Bronze
1	LED Light Pole	Newport Coastal	7771-14W	White
1	Incandescent Light Fixture	Thomas Lighting	SL 738	Black
1	Incandescent Light Fixture	Thomas Lighting	SL 9136	Black
1	Incandescent Light Fixture	Sea Gull	8255-12	Black
1	Incandescent Light Fixture (Broken)	Thomas Lighting – 3 Light	SL 9146	Tile Bronze
4	Light Pole		66808	Black
1	LED Light Fixture	Progress Lighting	P5473-88	Heirloom
1	CFL Light Fixture	Progress Lighting	P5474-50 CFL	Golden Baroque
1	CFL Light Fixture	Progress Lighting	P5438-71 CFL	Gilded Iron
1	CFL Light Fixture	Progress Lighting	P5474-33 CFL	Cobblestone Bronze
1	LED Light Pole	Progress Lighting	P5391-31	Black
1	Light Pole Adapter	Progress Lighting	P8748-31	Black

SECTION 2: The City Administrator is hereby authorized and directed to sell the aforementioned personal property, now owned by the City of Darien. Items will be auctioned using Public Surplus or disposing of said property.

SECTION 3: This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

ORDINANCE NO. _____

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Municipal Services Committee
August 26, 2013

Issue Statement

Approval of a Resolution authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2013 Rock Salt Agreement with North American Salt Company.

Background/History

The Intergovernmental Agreement with the Darien Park District authorizes the City of Darien to provide rock salt to the Darien Park District for their deicing operations. The Park District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility. The City has secured pricing with North American Salt Company through a competitive bid process earlier this year.

The Park District has estimated that they will require approximately 250 tons for the winter season. The City of Darien would be reimbursed by the Park District at a unit cost of \$68.60 per ton for a total amount of approximately \$17,150.00 pending final quantities.

Staff Recommendation

Staff recommends signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the Resolution.

Decision Mode

This item will be placed on the September 3, 2013 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN
AND THE DARIEN PARK DISTRICT
FOR ROCK SALT**

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

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the Darien Park District concerning the purchase of rock salt, a copy of which is attached hereto as “Exhibit A,” and is incorporated herein; and

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

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

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt through the City’s 2013 awarded rock salt vendor North American Salt Company, subject to the Darien Park District Intergovernmental Agreement paying for the final quantities.

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

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

RESOLUTION NO. _____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 3rd day of September, 2013.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 3rd day of September, 2013.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT
FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this _____ day of _____, 2013, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and the Darien Park District, an Illinois municipal corporation, (hereinafter the “District”) (collectively “the parties”).

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City had been awarded a contract with contractor, North American Salt Company (the “Contractor”) concerning the purchase of rock salt, a copy of which is attached hereto;

WHEREAS, the City desires to assist the District by allowing the District to purchase rock salt from the Public Works facility for an estimated cost of \$17,150.00 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.

3. The District shall reimburse the City for the rock salt charges by April 30, 2014 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:
 - a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana
 - b. If intended for the Park District:

Darien Park District
7301 Fairview Avenue
Darien, Illinois 60561
Attn: Stephanie Gurgone
5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this _____ day of _____, 2013.

CITY OF DARIEN

BY: _____
Kathleen Weaver, Mayor

ATTEST: _____
City Clerk

DARIEN PARK DISTRICT

BY: _____
Ray Jablonski, President
Darien Park District

ATTEST: _____
Secretary, Park District

SUMMARY COSTS

YEAR	OPTION NO. 1	OPTION NO. 2	OPTION NO. 3 <i>See Spec's</i>	OPTION NO. 4 <i>See Spec's</i>
2012-13 <i>Unit #</i>	68.60/TON	68.60/TON	83.60/TON	83.60/TON
<i>Total \$</i>	61,740.00	144,060.00	75,240.00	175,560.00
Year 1-Extension	70.60/TON	70.60/TON	85.60/TON	85.60/TON
2013-14	68.60 <i>DD</i> 61,740.00	68.60 <i>DD</i> 144,060.00	77,040.00	171,660.00
Year 2-Extensions	72.59/TON	72.59/TON	87.59/TON	87.59/TON
2014-15	65,331.00	152,439.00	78,831.00	183,939.00

*REMARKS
04/10/13*

North American Salt Co., A Compass Minerals Co.

COMPANY NAME:

CONTACT NAME:

ADDRESS:

CITY, STATE & ZIP:

PHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

Sean Lierz, Sales Manager
9900 W. 109th St., Ste. 100
Overland Park, KS 66210
800-323-1641
913-338-7945
LierzS@compassminerals.com

I hereby certify that the above-described salt meets or exceeds all specifications of the proposal notice for the City of Darien, Illinois.

DATE:

SIGNED:

PRINT NAME:

3/23/12 *DATE 4/11/13*
Sean Lierz *Sean Lierz*
SEAN LIERZ *SEAN LIERZ*
 AUTHORIZED COMPANY REPRESENTATIVE

X Sean Linn 4/11/13

04/10/13 ~~Sean Linn~~ - City of Darien

PROPOSAL SHEET- ~~RE NEGOTIATED~~
BULK HIGHWAY DEICING SALT
CONTRACT EXTENSION UNIT PRICING YEAR 1
MAY 1, 2013-APRIL 30, 2014

DESCRIPTION	UNIT	MAXIMUM QUANTITY	UNIT COST	TOTAL
OPTION NO. 1 - SODIUM CHLORIDE	TON	900	70.60 68.60	63,540.00 61,740
OPTION NO. 2 - SODIUM CHLORIDE SALT	TON	2100	70.60 68	148,260.00 144,060
TOTAL COST FOR OPTION NO. 1 AND 2				211,800.00 205,800

TOTAL COST IN WORDS FOR OPTION NO. 1 AND 2

Two hundred eleven thousand, eight hundred dollars + zero cents

DESCRIPTION	UNIT	MAXIMUM QUANTITY	UNIT COST	TOTAL
OPTION NO. 3 CALCIUM CHLORIDE SALT	TON			
OPTION NO. 4 CALCIUM CHLORIDE SALT	TON	2100	85.60	179,760.00
TOTAL COST FOR OPTION NO. 3 AND 4				256,800.00

Please see product specifications for ~~7 HAWKOR~~-Treated Salt
TOTAL COST IN WORDS FOR OPTION NO. 3 AND 4

Two hundred fifty six thousand eight hundred dollars + zero cents

PROPOSAL SHEET

AGENDA MEMO
Municipal Services Committee
August 26, 2013

Issue Statement

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 2013 Rock Salt Agreement with North American Salt Company.

Background/History

The Intergovernmental Agreement with Center Cass School District #66 authorizes the City of Darien to provide rock salt to Center Cass School District #66 for their deicing operations. The School District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility. The City has secured pricing with North American Salt Company through a competitive bid process earlier this year.

The School District has estimated that they will require approximately 7.5 tons for the winter season. The City of Darien would be reimbursed by the School District at a unit cost of \$68.60 per ton for a total amount of approximately \$514.50 pending final quantities. The proposed salt quantities will not have any impact to the City's contract with the supplier.

Staff Recommendation

Staff recommends signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the Resolution.

Decision Mode

This item will be placed on the September 3, 2013 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN
AND CENTER CASS SCHOOL DISTRICT #66
FOR ROCK SALT**

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

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and Center Cass School District #66 concerning the purchase of rock salt, a copy of which is attached hereto as "Exhibit A," and is incorporated herein; and

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

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

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt through the City's 2013 awarded rock salt vendor North American Salt Company, subject to the Center Cass School District #66 Intergovernmental Agreement paying for the final quantities.

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

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

RESOLUTION NO. _____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 3rd day of September, 2013.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 3rd day of September, 2013.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66
FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this _____ day of _____, 2013, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and Center Cass School District #66, an Illinois municipal corporation, (hereinafter the “School District”) (collectively “the parties”).

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City had been awarded a contract with contractor, North American Salt Company (the “Contractor”) concerning the purchase of rock salt, a copy of which is attached hereto;

WHEREAS, the City desires to assist the School District by allowing the School District to purchase rock salt from the Public Works facility for an estimated cost of \$514.50 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.

RET-266-11
04/10/13

SUMMARY COSTS				
YEAR	OPTION NO. 1	OPTION NO. 2	OPTION NO. 3 See Spec's	OPTION NO. 4 See Spec's
2012-13 Unit #	68.60/TON	68.60/TON	83.60/TON	89.60/TON
Total #	\$ 61,740.00	\$ 144,060.00	\$ 75,240.00	\$ 178,560.00
Year 1-Extension #	20.60/TON	20.60/TON	85.60/TON	85.60/TON
2013-14	68.60 DD = 65.60	65.60	77,040.00	178,560.00
	\$ 12,540.00	\$ 148,260.00		
Year 2-Extensions #	72.59/TON	72.59/TON	87.59/TON	87.59/TON
2014-15	\$ 65,331.00	\$ 152,439.00	\$ 78,831.00	\$ 183,939.00

North American Salt Co., A Compass Minerals Co.

COMPANY NAME: _____
 CONTACT NAME: Sean Lierz, Sales Manager
 ADDRESS: 9900 W. 109th St., Ste. 100
 CITY, STATE & ZIP: Overland Park, KS 66210
 PHONE NUMBER: 800-323-1641
 FAX NUMBER: 913-338-7945
 E-MAIL ADDRESS: lierzS@compassminerals.com

I hereby certify that the above-described salt meets or exceeds all specifications of the proposal notice for the City of Darien, Illinois.

DATE: 3/23/12 & DATE 4/11/13
 SIGNED: Sean Lierz & Sean Lierz
 PRINT NAME: SEAN LIERZ & SEAN LIERZ
 AUTHORIZED COMPANY REPRESENTATIVE

X Sean Linn, 4/11/13

04/10/13 Sean Linn - City of Darien

PROPOSAL SHEET - RE NEGOTIATED
BULK HIGHWAY DEICING SALT
CONTRACT EXTENSION UNIT PRICING YEAR 1
MAY 1, 2013-APRIL 30, 2014

DESCRIPTION	UNIT	MAXIMUM QUANTITY	UNIT COST	TOTAL
OPTION NO. 1 - SODIUM CHLORIDE	TON	900	70.60	63,540.00
OPTION NO. 2 - SODIUM CHLORIDE SALT	TON	2100	70.60	148,260.00
TOTAL COST FOR OPTION NO. 1 AND 2				211,800.00

68.60
70.60
68

61,740
144,060
205,800

TOTAL COST IN WORDS FOR OPTION NO. 1 AND 2

Two hundred eleven thousand, eight hundred dollars + zero cents

DESCRIPTION	UNIT	MAXIMUM QUANTITY	UNIT COST	TOTAL
OPTION NO. 3 CALCIUM CHLORIDE SALT	TON			
OPTION NO. 4 CALCIUM CHLORIDE SALT	TON	2100	85.60	179,760.00
TOTAL COST FOR OPTION NO. 3 AND 4				256,800.00

NO TON APPLICABLE

Please see product specifications for FFWKOR-Treated Salt
TOTAL COST IN WORDS FOR OPTION NO. 3 AND 4

Two hundred fifty six thousand eight hundred dollars + zero cents

PROPOSAL SHEET

AGENDA MEMO
Municipal Services Committee
August 26, 2013

ISSUE STATEMENT

A resolution accepting the unit price proposal from The Fields on Caton Farm Inc. for the purchase and installation of the 50/50 Parkway Tree Program and the planting of various parkway trees in an amount not to exceed \$28,795.00.

BACKGROUND/HISTORY

The City's 2013 Tree Planting Program budget allowed for the purchase of various parkway tree replacements and the 50/50 parkway program.

Staff has identified ninety-two (92) trees for replacement at the City's expense due to the storm related incidents that occurred this year. This year's storms took a toll on the number of trees that had to be removed and was unprecedented in comparison to previous years. Also, due to the infestation of the Emerald Ash Borer, the City has inventoried that one hundred-eighty-two (182) trees have either been removed or are targeted for removal. It is anticipated that an additional fifty (50) trees may need to be removed due to the Emerald Ash Borer. In regards to the City's 50/50 Cost Share program, staff has received one inquiry with a commitment for two trees.

The 2013 Tree Planting Program is attached and labeled as Attachment 2. The program calls out for the following:

- **Resident Committed 50/50 Parkway Tree Planting Program**
As of August 20, 2013 one resident has committed to two trees in the 50/50 program
- **Contingency-City and Resident 50/50 Parkway Tree Planting Program**
Staff has included a \$7,160 (\$3,580 City funding and \$3,580 Resident funding) contingency cost for residents that would like to participate in the 50/50 program and have not reserved a tree as of agenda date.
- **Storm and Ash Tree Replacement**
The program would allow for the planting of seventy-four (74) 4-inch caliper trees as part of the replacement of trees removed due to the Emerald Ash Borer. The funding for the remainder of the trees would be reviewed at the upcoming Goal Session for the FY14-15 Budget.

Staff had opened six sealed bids on August 19, 2013, (see Attachment 1-Bid Tab) and the lowest competitive bidder is The Fields on Caton Farm Inc. The program includes various selections of 2 ½ - 4 inch caliper trees, planting, mulching and a one-year guarantee. References for the vendor have been verified and staff received positive feedback.

This year's program again includes a Private Property Tree Planting Program. Staff had included within the request for competitive bids, pricing for private property tree planting, see Attachment 1.

2013 Tree Planting Program

August 26, 2013

Page 2

The program includes various selections of 2 ½ - 4 inch caliper trees, planting, mulching and a one-year guarantee. While the City is administering the Private Property Tree Planting Program, the property owner would be responsible for ordering and providing a payment directly to the awarded vendor.

This year's Tree Planting Program is scheduled to begin in October. The program will be advertised through the City's various media portals and will give residents ample time to participate in the program.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 13/14 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - City Expense	\$4,000.00	\$275.00	\$3,725.00
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - City Expense-Contingency	\$3,725.00	\$3,580.00	\$145.00
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - Contingency Resident Reimbursement Expense	\$4,000.00	\$275.00	\$3,725.00
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - Resident Reimbursement Expense-Contingency	\$3,725.00	\$3,580.00	\$145.00
01-30-4350	Forestry – Parkway Replacement Trees-City Removals	\$21,250.00	\$21,085.00	\$165.00

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution accepting the unit price proposal from The Fields on Caton Farm Inc. for the purchase and installation of the 50/50 Parkway Tree Program and the planting of various parkway trees in an amount not to exceed \$28,795.00.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the September 3, 2013 City Council agenda for formal consideration.

2013 CITY OF DARIEN TREE QUOTE - PARKWAYS

VARIABLE QUANTITY	DIAMETER	SPECIES	Corrected	Submitted	Dutch Barn	The Fields on	Horticultural	Twin Oaks	Brancato
			Beverly Environmental	Beverly Environmental	Landscaping Contractors	Caton Farm	Specialties	Landscaping	Landscaping
			PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED
1 - 10	4"	American Linden	\$ 600.00	\$ 600.00	\$ 565.00	\$ 240.00	\$ 385.00	\$ 386.00	\$ 362.00
1 - 10	4"	Norway Maple	\$ 600.00	\$ 600.00	\$ 565.00	\$ 265.00	\$ 288.00	\$ 498.00	\$ 287.00
1 - 10	4"	Thornless Honeylocust	\$ 600.00	\$ 600.00	\$ 565.00	\$ 240.00	\$ 348.00	\$ 498.00	\$ 330.00
1 - 10	4"	Red Maple	\$ 600.00	\$ 600.00	\$ 565.00	\$ 265.00	\$ 360.00	\$ 386.00	\$ 330.00
1 - 10	4"	Chanticleer Pear	\$ 600.00	\$ 600.00	\$ 565.00	\$ 365.00	\$ 456.00	\$ 678.00	\$ 510.00
1 - 10	4"	Freeman Maple	\$ 600.00	\$ 600.00	\$ 565.00	\$ 265.00	\$ 384.00	\$ 498.00	\$ 350.00
1 - 10	4"	Sugar Maple	\$ 600.00	\$ 600.00	\$ 565.00	\$ 355.00	\$ 360.00	\$ 317.00	\$ 350.00
1 - 15	2.5"	American Linden	\$ 400.00	\$ 400.00	\$ 435.00	\$ 225.00	\$ 237.00	\$ 237.00	\$ 350.00
1 - 15	2.5"	Norway Maple	\$ 400.00	\$ 400.00	\$ 435.00	\$ 225.00	\$ 171.00	\$ 219.00	\$ 212.00
1 - 15	2.5"	Honeylocust Skyline	\$ 400.00	\$ 400.00	\$ 435.00	\$ 175.00	\$ 225.00	\$ 225.00	\$ 212.00
1 - 15	2.5"	Red Maple	\$ 400.00	\$ 400.00	\$ 435.00	\$ 185.00	\$ 171.00	\$ 219.00	\$ 210.00
1 - 15	2.5"	Chanticleer Pear	\$ 400.00	\$ 400.00	\$ 435.00	\$ 235.00	\$ 249.00	\$ 306.00	\$ 290.00
1 - 15	2.5"	Freeman Maple	\$ 400.00	\$ 400.00	\$ 435.00	\$ 245.00	\$ 237.00	\$ 292.00	\$ 300.00
1 - 15	2.5"	Sugar Maple	\$ 400.00	\$ 400.00	\$ 435.00	\$ 225.00	\$ 195.00	\$ 233.00	\$ 300.00
1 - 15	2.5"	Kentucky Coffeetree	\$ 400.00	\$ 400.00	\$ 435.00	\$ 275.00	\$ 303.00	\$ 265.00	\$ 300.00
1 - 15	6-foot high	White Pine Evergreen	\$ 500.00	\$ 500.00	\$ 300.00	\$ 235.00	\$ 183.00	\$ 180.00	\$ 180.00
Total Cost - Parkway			\$ 7,900.00	\$ 7,500.00	\$ 7,735.00	\$ 4,020.00	\$ 4,552.00	\$ 5,437.00	\$ 4,873.00

2013 CITY OF DARIEN TREE QUOTE - PRIVATE

			Corrected Beverly Environmental	Submitted Beverly Environmental	Dutch Barn Landscaping Contractors	The Fields on Caton Farm	Horticultural Specialties	Twin Oaks Landscaping	Brancato Landscaping
VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE
1 – 20	2.5"	American Linden	\$ 450.00	\$ 450.00	\$ 435.00	\$ 225.00	\$ 237.00	\$ 237.00	\$ 350.00
1 – 20	2.5"	Norway Maple	\$ 450.00	\$ 450.00	\$ 435.00	\$ 215.00	\$ 171.00	\$ 211.00	\$ 212.00
1 – 20	2.5"	Honeylocust Skyline	\$ 450.00	\$ 450.00	\$ 435.00	\$ 190.00	\$ 225.00	\$ 225.00	\$ 212.00
1 – 20	2.5"	Red Maple	\$ 450.00	\$ 450.00	\$ 435.00	\$ 225.00	\$ 171.00	\$ 219.00	\$ 210.00
1 – 20	2.5"	Chanticleer Pear	\$ 450.00	\$ 450.00	\$ 435.00	\$ 245.00	\$ 249.00	\$ 292.00	\$ 290.00
1 – 20	2.5"	Aristocrat Pear	\$ 450.00	\$ 450.00	\$ 435.00	\$ 245.00	\$ 249.00	\$ 292.00	\$ 290.00
1 – 20	2.5"	Swamp White Oak	\$ 450.00	\$ 450.00	\$ 435.00	\$ 225.00	\$ 243.00	\$ 247.00	\$ 250.00
1 – 15	2.5"	Freeman Maple	\$ 450.00	\$ 450.00	\$ 435.00	\$ 225.00	\$ 237.00	\$ 292.00	\$ 300.00
1 – 15	2.5"	Sugar Maple	\$ 450.00	\$ 450.00	\$ 435.00	\$ 225.00	\$ 195.00	\$ 233.00	\$ 300.00
1 – 15	2.5"	Kentucky Coffeetree	\$ 450.00	\$ 450.00	\$ 435.00	\$ 285.00	\$ 303.00	\$ 265.00	\$ 300.00
1 – 15	2.5"	Purple Maple	\$ 450.00	\$ 450.00	\$ 435.00	\$ 250.00	\$ 303.00	\$ 344.00	\$ 300.00
1 – 15	2.5"	Northern Red Oak	\$ 450.00	\$ 450.00	\$ 435.00	\$ 290.00	\$ 297.00	\$ 417.00	\$ 430.00
1 – 15	2.5"	Littleleaf Linden	\$ 450.00	\$ 450.00	\$ 435.00	\$ 175.00	\$ 237.00	\$ 216.00	\$ 150.00
1 – 15	2.5"	Smoothleaf Elm	\$ 450.00	\$ 450.00	\$ 435.00	\$ 225.00	\$ 237.00	\$ 232.00	\$ 270.00
Total Cost -			\$ 6,300.00	\$ 6,300.00	\$ 6,090.00	\$ 3,245.00	\$ 3,354.00	\$ 3,722.00	\$ 3,864.00
Grand Total			\$ 14,200.00	\$ 13,800.00	\$ 13,825.00	\$ 7,265.00	\$ 7,906.00	\$ 9,159.00	\$ 8,737.00

ITEM	A	B	C	D	E	F	G	H	I	J	K		
1	CITY OF DARIEN TREE PLANTING PROGRAM SCHEDULE 2013												
2	CITY TREE REPLACEMENTS-ACCIDENT TREE REPLACEMENTS-50/50 TREE PROGRAM												
3	VENDOR-THE FIELDS ON CATON FARM												
4	50/50 TREE PROGRAM												
5		CONFIRMED 50/50 PARTICIPATION	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	CONTINGENCY 50/50 PROGRAM	CONTINGENCY CITY COSTS	CONFIRMED CITY PARTICIPATION	CONFIRMED CITY COST	CONTINGENCY RESIDENT COST	CONFIRMED RESIDENT PARTICIPATION	CONFIRMED RESIDENT COST
6		0	2.5"	American Linden	\$225.00	\$ 900.00	4	\$ 450.00	0	\$ -	\$ 450.00	0	\$ -
7		0	2.5"	Norway Maple	\$225.00	\$ 900.00	4	\$ 450.00	0	\$ -	\$ 450.00	0	\$ -
8		0	2.5"	Honeylocust Skyline	\$175.00	\$ 700.00	4	\$ 350.00	0	\$ -	\$ 350.00	0	\$ -
9		0	2.5"	Red Maple	\$185.00	\$ 740.00	4	\$ 370.00	0	\$ -	\$ 370.00	0	\$ -
10		0	2.5"	Chanticleer Pear	\$235.00	\$ 940.00	4	\$ 470.00	0	\$ -	\$ 470.00	0	\$ -
11		0	2.5"	Freeman Maple	\$245.00	\$ 980.00	4	\$ 490.00	0	\$ -	\$ 490.00	0	\$ -
12		0	2.5"	Sugar Maple	\$225.00	\$ 900.00	4	\$ 450.00	0	\$ -	\$ 450.00	0	\$ -
13		2	2.5"	Kentucky Coffeetree	\$275.00	\$ 1,650.00	4	\$ 550.00	2	\$ 275.00	\$ 550.00	2	\$ 275.00
14		0	2.5"	White Pine Evergreen	\$235.00	\$ -	0	\$ -	0	\$ -	\$ -	0	\$ -
15	TOTALS	2				\$ 7,710.00	32	\$ 3,580.00	2	\$ 275.00	\$ 3,580.00	2	\$ 275.00
16	EMERALD ASH TREE REPLACEMENTS												
17		QUANTITY	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	CITY COSTS						
18		10	4"	American Linden	\$240.00	\$ 2,400.00	\$ 2,400.00						
19		10	4"	Norway Maple	\$265.00	\$ 2,650.00	\$ 2,650.00						
20		11	4"	Honeylocust Skyline	\$240.00	\$ 2,640.00	\$ 2,640.00						
21		12	4"	Red Maple	\$265.00	\$ 3,180.00	\$ 3,180.00						
22		11	4"	Chanticleer Pear	\$365.00	\$ 4,015.00	\$ 4,015.00						
23		10	4"	Freeman Maple	\$265.00	\$ 2,650.00	\$ 2,650.00						
24		10	4"	Sugar Maple	\$355.00	\$ 3,550.00	\$ 3,550.00						
25	TOTALS	74				\$ 21,085.00	\$ 21,085.00						
26						TOTAL TREE COST	CITY COSTS CONFIRMED	CITY CONTINGENCY COST	CONTINGENCY COST AND CONFIRMED RESIDENT COST	MATH CHECK			
27	TOTAL TREE PROGRAM COST					\$ 28,795.00	\$ 21,360.00	\$ 3,580.00	\$ 3,855.00	\$ 28,795.00			

7,710.00

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FROM THE FIELDS ON CATON FARM INC. FOR THE PURCHASE AND INSTALLATION OF THE 50/50 PARKWAY TREE PROGRAM AND THE PLANTING OF VARIOUS PARKWAY TREES IN AN AMOUNT NOT TO EXCEED \$28,795.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to accept a unit price proposal from The Fields on Caton Farm, Inc. for the purchase and installation of the 50/50 parkway tree program and the planting of various parkway trees in an amount not to exceed \$28,795.00, 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 3rd day of September 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

SECTION II

BIDDER SUMMARY SHEET

Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing 2013

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: THE FIELDS ON CATON FARM, INC.

Address: 2412 HACKER DRIVE

City, State, Zip Code: CREST HILL, IL 60403

Contact Person: BRIAN NEUMANN

FEIN #: 36-3927020

Phone: (815) 744-7841 Fax: (815) 744-7844

E-mail Address: BNEUMANN@FIELDSNURSERY.COM

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

Addendum No. N/A, Dated NONE

Addendum No. N/A, Dated NONE

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:

Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing

(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 expeditiously for 30 days from that date until final completion. 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, PARK DISTRICT, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any

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

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

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

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attn: Director of Municipal Services

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

CITY OF DARIEN TREE QUOTE - PARKWAYS

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 - 10	4"	American Linden	240.00
1 - 10	4"	Norway Maple	265.00
1 - 10	4"	Thornless Honeylocust	240.00
1 - 10	4"	Red Maple	265.00
1 - 10	4"	Chanticleer Pear	365.00
1 - 10	4"	Freeman Maple	265.00
1 - 10	4"	Sugar Maple	355.00
1 - 20	2.5"	American Linden	225.00
1 - 20	2.5"	Norway Maple	225.00
1 - 20	2.5"	Honeylocust Skyline	175.00
1 - 25	2.5"	Red Maple	185.00
1 - 20	2.5"	Chanticleer Pear	235.00
1 - 20	2.5"	Freeman Maple	245.00
1 - 20	2.5"	Sugar Maple	225.00
1 - 15	2.5"	Kentucky Coffeetree	275.00
1 - 15	6-foot high	White Pine-Evergreen	235.00
A. Sub Total Cost - Parkway			4020.00

CITY OF DARIEN TREE QUOTE - PRIVATE

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 - 20	2.5"	American Linden	225.00
1 - 20	2.5"	Norway Maple	215.00
1 - 20	2.5"	Honeylocust Skyline	190.00
1 - 20	2.5"	Red Maple	225.00
1 - 20	2.5"	Chanticleer Pear	245.00
1 - 20	2.5"	Aristocrat Pear	245.00
1 - 20	2.5"	Swamp White Oak	225.00
1 - 15	2.5"	Freeman Maple	225.00
1 - 15	2.5"	Sugar Maple	225.00
1 - 15	2.5"	Kentucky Coffeetree	285.00
1 - 10	2.5"	Purple Maple	250.00
1 - 10	2.5"	Northern Red Oak	290.00
1 - 10	2.5"	Littleleaf Linden	175.00
1 - 10	2.5"	Smoothleaf Elm	225.00
B. Sub Total Cost Private Property			3245.00

A. Sub Total Cost Parkways			4020.00
B. Sub Total Cost Private Property			3245.00
Total Cost of A+B			7265.00

The quote will be awarded on a total sum of A and B.

Firm Name: THE FIELDS ON CATON FARM, INC.

Signature of Authorized Representative: [Signature]

Title: PRESIDENT Date: 8/16/13

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

(NOTE: At least 30 days should be allowed for evaluation and approval.)

AGENDA MEMO
City Council
August 26, 2013

ISSUE STATEMENT

A resolution accepting a proposal from Corpro Companies, Inc. for the removal and replacement of the cathodic protection system for the water plant located at 67th Street and Wilmette Avenue in an amount not to exceed \$22,500.00.

BACKGROUND/HISTORY

During our routine inspections, staff had identified that the cathodic protection system for the underground pumping station at 67th Street and Wilmette Avenue was not correctly protecting the piping and pumps. Corpro had confirmed that the cathodic protection system was failing and required replacement. Cathodic protection is a technique used to control corrosion in metals. The principle is to connect an external anode to the metal to be protected and the passing of an electrical DC current so that all areas of the metal surface become cathodic and therefore do not corrode. The system is the original equipment and over 20 years in age.

Staff had requested sealed quotes for the design, materials and installation and solicited three vendors. On August 21, 2013, staff had received one quote in the amount of \$23,000. Staff had reached out to the other two vendors, Chicago Bridge & Iron and Okeh Electric and inquired as to why they didn't provide a quote. Both vendors informed staff that the equipment for the cathodic protection would come from Corpro Companies, exclusive supplier and installer for our area, and they would have to purchase the materials directly from Corpro, therefore did not pursue the quote. Corpro Companies is the exclusive distributor and installer of cathodic protection systems for all adjacent municipalities with operating water systems.

The FY13/14 Budget allocation was \$22,500 and staff had reached out to Mr. James Dooley, Corpro Industries and was able to renegotiate the quote to \$22,500, (See Attached e-mail).

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY-13/14 BUDGET	PROPOSED EXPENDITURE
12-51-4815	Water Depreciation Fund	\$ 22,500.00	\$ 22,500.00

STAFF RECOMMENDATION

The staff recommends approval of the resolution accepting a proposal from Corpro Companies, Inc. for the removal and replacement of the cathodic protection system for the water plant located at 67th Street and Wilmette Avenue in an amount not to exceed \$22,500.00.

ALTERNATE DECISION

As recommended by the Municipal Services Committee.

DECISION MODE

This item will be placed on the September 3, 2013 City Council agenda for formal consideration.

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

Attachment A

QUOTE REQUEST: Cathodic Protection Proposal

OPENING DATE/TIME: August 21, 2013 @ 10:00 a.m.

			Corpro	Corpro	CB&I	Okeh Electric
				Renegotiated		
ITEM	DESCRIPTION					
1	Provide Technical Services for Commissioning		\$ 1,500.00	\$ 1,500.00		
2	Supply Materials for Wilmette Avenue Booster Station		\$ 2,950.00	\$ 2,950.00	\$ -	\$ -
3	Labor & Equipment for Installation of Cathodic Protection System		\$ 18,550.00	\$ 18,050.00		
Total			\$ 23,000.00	\$ 22,500.00	No Bid	No Bid

Ashley Prueter

From: Dan Gombac
Sent: Thursday, August 22, 2013 8:59 AM
To: James Dooley
Cc: Ashley Prueter; Scott Crimmins; Karen Best; Kristine Michels
Subject: RE: Cathodic Protection

Good Morning Jim:

Thank you for your consideration and we will be forwarding to our Committee and City Council to award the work to Corrpro

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106

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<http://www.darien.il.us/Departments/Administration/CityNews.html>

From: James Dooley [mailto:jdooley@corrpro.com]
Sent: Thursday, August 22, 2013 8:34 AM
To: Dan Gombac
Cc: Ashley Prueter; Scott Crimmins; Karen Best; Kristine Michels
Subject: Re: Cathodic Protection

Dan,

I was able to work with my operations team to hit your request of \$22,500.00. I have attached a new revision from our original proposal and then redid the sheet that you also had sent to me. I didn't know for sure which one you needed. Please confirm receipt and let me know when you get a chance. I know that our scheduling team is working in November scheduling at this time. We do have materials lead times with this project also.

Thank you,

Jim Dooley

Account Executive

Corrpro

310 Roma Jean Parkway

Streamwood, IL. 60107

Tel: 630-483-2500

Cell: 630-297-6791

Fax: 630-483-2555

Email: jdooley@corrpro.com

www.corrpro.com

From: "Dan Gombac" <dgombac@darienil.gov>
To: "James Dooley (jdooley@corrpro.com)" <jdooley@corrpro.com>
Cc: Ashley Prueter <aprueeter@darienil.gov>
Date: 08/21/2013 03:21 PM
Subject: Cathodic Protection

Jim:

Corrpro is the lowest competitive quote in the amount of \$23,000. Our budget is \$22,500, would Corrpro consider meeting our budget and reducing the price to \$22,500. Thanks in advance for the consideration.

Daniel Gombac
Director of Municipal Services
630-353-8106

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RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM CORRPRO COMPANIES, INC FOR THE REMOVAL AND REPLACEMENT OF THE CATHODIC PROTECTION SYSTEM FOR THE WATER PLANT LOCATED AT 67TH STREET AND WILMETTE AVENUE IN AN AMOUNT NOT TO EXCEED \$22,500.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to accept a proposal from Corrpro Companies, Inc. for the removal and replacement of the cathodic protection system for the water plant located at 67th Street and Wilmette Avenue in an amount not to exceed \$22,500.00, 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 3rd day of September 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

Materials and Services Proposal

Date: August 22, 2013

To: City of Darien
1041 S. Frontage Road
Darien, IL 60561

Attn: Mr. Daniel Gombac

E-mail: dgombac@darienil.gov
Tel: 630-353-8106
Fax: 630-887-0091

From: Jim Dooley
Re: Cathodic Protection Systems
Wilmette Avenue -Lift Station
CCI Reference No. 60400-012860 rev2

Corrpro Companies, Inc. is pleased to provide this proposal for the above-referenced project as follows:

Item	Qty.	Unit	Description of Cathodic Protection Materials and Services	Unit Price	Ext. Price
1	1	Each	Provide/Install 1 x Impressed Current System	\$22,500.00	\$22,500.00

The impressed current system would utilize a rectifier mounted outside the station energizing 4 anode columns with one anode each installed to a bottom depth of approximately 15' to 30'. The anode columns would be excavated with a rotary auger. Drilling of rock is not included in this proposal. A source of 120 Volt single-phase AC would be installed by others to power the rectifier.

Commercial Terms and Conditions

- ◆ Proposal Validity: This proposal is valid for work authorized within 30 days of this proposal.
- ◆ Material Availability: Available for shipment within 6 weeks after customer's authorization to release. Weather permitting.
- ◆ Freight Terms: Shipped F.O.B. shipping point.
- ◆ Labor to Install Materials: prevailing wage labor will be utilized to install the materials.
- ◆ Notice Required: Any on-site technical assistance requires a minimum 14-day advance notice.
- ◆ Taxes: Sales and use taxes are not included, customer to provide tax exemption certificate (if applicable).
- ◆ Payment Terms: Net 30 days w/approved credit.
- ◆ Additional Costs: Local/special permits or licenses/bonds for Corrpro to provide installation labor/equip.
- ◆ Note attachment: Corrpro's Clarifications/Qualifications for Installation Services.

Please provide a written purchase order to accept this proposal and to authorize Corrpro to proceed. We appreciate the opportunity to provide this proposal and we look forward to providing our services to you. Please do not hesitate to contact me at our office should you have any questions or require additional information.

Respectfully submitted,

Jim Dooley
Account Executive



CITY OF DARIEN

In the County of DuPage and the State of Illinois
Incorporated 1989

2013 CATHODIC PROTECTION PROPOSAL

Vendor Name: Corrpro

The City of Darien is seeking quotes for the removal and replacement of a Cathodic Protection System. The proposal shall include engineering, materials, labor and a one year warranty for a new Cathodic Protection System. The site location is at 67th Street and Wilmette Avenue and referred to as the Wilmette Avenue Booster Station.

1. Design Cathodic Protection System and Provide Technical Services for Commissioning \$ 1,500.00

The impressed current system for the station would utilize a rectifier energizing four anodes.

2. Supply Materials for Wilmette Avenue Booster Station \$ 2,950.00

The impressed current system for the station will utilize an air-cooled rectifier and four mixed metal oxide tubular anodes. The anodes will be backfilled with petroleum coke breeze. The anode leads will be spliced to a common header cable.

3. Labor & Equipment for Installation of Cathodic Protection System \$ ~~18,550.00~~ ^{18,050} *Reviewed Negotiated 08/22/13 DJ*

The impressed current system for the station would utilize a rectifier post-mounted outside the station energizing four anodes. Four columns with one anode each installed to a bottom depth of approximately 15' would be installed. The anode columns would be excavated with a rotary auger drill. The anode leads would be spliced to a common header cable and routed underground to the rectifier. The power requirements are a 120 Volt single-phase AC (2-amps-max.) to power the rectifier. Miscellaneous conduit and wiring could be required.

CITY OF DARIEN

THIS FORM MUST BE COMPLETED AND FAXED BACK TO 630-852-4709
BY NO LATER THAN AUGUST 21, 2013 @ 10:00 A.M.
ATTN: PUBLIC WORKS
QUESTIONS MAY BE DIRECTED TO MUNICIPAL SERVICES AT 630-353-8105

Submitted by: James Dooley

Vendor Name: Corpro

Address: 310 Penn Jean Parkway, Streamwood, IL 60107

Date: 8-19-2013

Phone #: 630-483-2500 ^{(630) (M)} 297-6791 Fax #: 630-483-2555

E-mail Address: jdooley@Corpro.com

Authorized Signature: James Dooley

Vendor Name: Corpro

The vendor shall provide three references with phone numbers below:

1. See Attachment (Credit References)
2. _____
3. _____

Acceptance of Quote:

By: _____ Date: _____
City of Darien

Authorized and Accepted:

By: _____

Title: _____

Date: _____

AGENDA MEMO
Municipal Services Committee
August 26, 2013

ISSUE STATEMENT

A resolution accepting a quote from Advanced Automation and Controls Inc. for a Radio Communications System in an amount not to exceed \$19,660.00.

BACKGROUND/HISTORY

The proposed expenditure is for the upgrading of the City's water SCADA system as it relates to communication between the water facilities. Currently the water system's communication operates through a telephone system. The telephone system is unreliable and during a communication failure requires staff to monitor controls and gauges around the clock until the problem is fixed by the phone company. The radio system has become the industry standard for SCADA communications.

The proposed radio system utilizes a radio frequency that allows the water system to communicate between the water plants through the Supervisory Control and Data Acquisition (SCADA) System. The radio system will monitor and communicate preset water tank elevations, ingoing/outgoing pressures, flows, pump failures and chlorine levels and chlorine leaks. In the event that any of the abovementioned falls above or below a preset condition or chlorine leak occurs, the system will notify the designated operator via telephone.

The Radio System Project calls out for the vendor to provide 900MHZ Spread Spectrum Radios, hardware, installation and programming with the Program Logic Controllers (PLC)'s at the following locations:

1220 Plainfield Road – Plainfield Road and Cass Avenue - Standpipe
2101 West 75th Street - Pressure Reducing Station
67th Street and Wilmette Avenue - 6700 Wilmette Avenue -Standpipe
8600 Lemont Road - Lemont Road - Elevated Tank
1041 S Frontage Road - Public Works Facility

The staff has requested competitive quotes for the SCADA upgrade and received the following two responses:

Advanced Automation & Controls Inc	\$27,250
Automatic Control Services-Non Responsive	\$19,660

Automatic Control Services had provided the quote after the designated time deadline and is considered non-responsive. Since staff only received one quote, the second non-responsive quote was reviewed and staff contacted the responsive bidder to review his quote to match or beat the non-responsive quote. Advanced Automation and Controls agreed to meet the non-responsive quote for \$19,660. See Attached e-mail labeled as Attachment 1.

Radio Communications-Water System

August 26, 2013

Page 2

Advanced Automation and Controls has provided services for the city's water system in the past and has provided quality services. The FY13-14 budget included the funding for the SCADA communication upgrades. The expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 13/14 BUDGET	PROPOSED EXPENDITURE	BALANCE
02-50-4815	SCADA System-Software	\$ 35,000	\$19,660	\$ 15,340

Staff Recommendation

Staff recommends approval of this resolution accepting a proposal from Automatic Control Services for a Radio Communications System in an amount not to exceed \$19,660.00.

Alternate Consideration

Not approving this item at this time.

Decision Mode

This item will be placed on the September 3, 2013 City Council agenda for formal consideration.

Ashley Prueter

From: Tom Otto [mailto:totto@aacontrolsinc.com]
Sent: Thursday, August 22, 2013 11:46 AM
To: Dan Gombac
Subject: RE: Award of Quote

Yes. All good. Let me know and we will get things moving.

Thank you Dan.

Thomas C. Otto
Chief Operations Officer
Advanced Automation and Controls, Inc.
815-307-4925
a UL 508a Certified Panel Shop

-----Original Message-----

From: Dan Gombac [mailto:dgombac@darienil.gov]
Sent: Thursday, August 22, 2013 11:45 AM
To: Tom Otto
Cc: Ashley Prueter; Kris Throm
Subject: RE: Award of Quote

Thanks Tom:

I 'm not sure if you had listened to my voice mail, but the other quote did include lighting/surge suppressors and they were going to confirm the best point for the antenna through a Path test. Thanks and we will recommend you for City Council approval.

Daniel Gombac
Director of Municipal Services
630-353-8106

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-----Original Message-----

From: Tom Otto [mailto:totto@aacontrolsinc.com]
Sent: Thursday, August 22, 2013 11:32 AM
To: Dan Gombac
Subject: RE: Award of Quote

Dan,

Sorry, got going many directions. I attached a revised bid at the same number. As we spoke, the ONLY item that we are just not sure of is the Tower installations. Sounds like our approach is what other bidder was looking at.

Master will be on one of the towers / standpipe. All should be good. We have done many systems so have a good feel for what / how it will work.

Main components on our system are:

Radios
PLC (1) Plant
Lightning Arrestors
Antennas / accessories

We will have an electrician out to climb and mount the "Master" antenna. Probably will be at Water tower.

I will call you in a bit. Had to run out to a clients.

Thomas C. Otto
Chief Operations Officer
Advanced Automation and Controls, Inc.
815-307-4925
a UL 508a Certified Panel Shop

-----Original Message-----

From: Dan Gombac [<mailto:dgombac@darienil.gov>]
Sent: Thursday, August 22, 2013 7:58 AM
To: Tom Otto
Subject: Re: Award of Quote

Thanks Tom, please let us know by 10:00am Thanksgivings

Sent from my Verizon Wireless 4G LTE smartphone

Tom Otto wrote:

Thanks Dan. Sorry I did not get back to you today, I was in the field. Let me look over our scope and numbers tomorrow. I will then give you a call.

Sent from my Verizon Wireless 4G LTE DROID

Dan Gombac <dgombac@darienil.gov> wrote:

Good afternoon Tom:

In reviewing the quotes we had a quote that was delivered late and the pricing was \$19,660 in comparison to your quote in the amount of \$27,250. Prior to our final decision would you be willing to meet the \$19,660?

Please let me know at your earliest convenience. I also left you a voice mail.

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106

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RESOLUTION NO. _____

A RESOLUTION ACCEPTING A QUOTE FROM ADVANCED AUTOMATION AND CONTROLS INC FOR A RADIO COMMUNICATIONS SYSTEM IN AN AMOUNT NOT TO EXCEED \$19,660.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to accept a quote from Advanced Automation and Controls Inc for a Radio Communications System in an amount not to exceed \$19,660.00, 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 3rd day of September 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

CITY OF DARIEN

**THIS FORM MUST BE COMPLETED AND RETURNED IN A SEALED ENVELOPE
AND CLEARLY MARKED RADIO READ SYSTEM 2013 TO 1702 PLAINFIELD ROAD
BY NO LATER THAN AUGUST 21, 2013 – 10:00 A.M.**

ATTN: MUNICIPAL SERVICES

Submitted by: Thomas C. Otto, COO

Vendor Name: Advanced Automation and Controls, Inc.

Address: 780 Ridgeview Drive, McHenry, IL 60050

Date: 8/21/13

Phone #: 815-578-0655 Fax #: 815-578-0677

Cellular #: 815-307-4925

E-mail Address: totto@aacontrolsinc.com

Authorized Signature: 

We hereby propose to provide all hardware and labor necessary to design and install a complete and fully operational radio communications system for the City of Darien's water system. The Radio-Read-System shall consist of a 900 MHz Spread-Spectrum Radios and will be installed at the following facilities:

1702 Plainfield Road – Plainfield Road and Cass Avenue - Standpipe
2101 West 75th Street - Pressure Reducing Station
67th Street and Wilmette Avenue - 6700 Wilmette Avenue - Standpipe
8600 Lemont Road - Lemont Road - Elevated Tank

The proposed radios shall be interfaced with all existing Programmable Logic Controllers (PLC)'s at the abovementioned stations.

One (1) 900MHz spread spectrum radio and an Allen-Bradley Micrologix 1400 PLC will be added at the Public Works Facility located at 1041 South Frontage Road. The unit shall replace the existing dedicated telephone communications link serving communications between the Public Works Facility and the Plainfield Rd and Cass Ave location. A small industrial enclosure shall be provided to house the equipment. This SCADA computer PLC will be a remote unit - on the SCADA radio communications network outlined above and will connect to the SCADA computer via an Ethernet connection. The awarded vendor shall supply all the necessary hardware and software to complete the scope of work as described.

Quote Amount: ~~\$27,250.00~~ *Renegotiated* to \$19,660 *du* *08/22/13*
Quote Amount in Writing: Twenty-Seven Thousand, Two-Hundred and Fifty Dollars *DD*

The vendor shall provide three municipal references with phone numbers below. The vendor will also provide documentation that the vendor is currently and has been installing and servicing Radio Read/SCADA Systems for a minimal of 5 years:

1. City of Naperville, Tony Conn, 630-305-5537
2. Village of Palatine, Jim Vlcek, 847-705-5200
3. City of McHenry, Russ Ruzicka, 815-363-2186

Acceptance of Quote:

By: _____ Date: _____
City of Darien

Authorized and Accepted:

By: _____
Title: _____
Date: _____

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
July 22, 2013**

PRESENT: Joseph Marchese – Chairperson, Alderman Joerg Seifert, Alderman Tina Beilke, Dan Gombac – Director, Michael Coren – Treasurer

ABSENT: Michael Griffith, Senior Planner

ESTABLISH QUORUM

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

NEW BUSINESS

- A. Resolution – Accepting a proposal from Backflow Solutions Inc., (BSI) to establish and maintain a potable water backflow device program from 2013 through 2018 at a pass through cost of \$12.95 per backflow device.**

Mr. Dan Gombac, Director reported that the EPA requires the City to have a waterflow backflow prevention program and ordinance. He stated that the backflow prevention devices are put in place to ensure contaminants from entering into the water system from our residential and commercial water services. Mr. Gombac reported that the City presently relies on the residential and commercial water account holder for having backflow prevention devices tested annually. He further reported that the City does not have the ability to ensure that the tester results are compliant or that the tester's license is up to date. The staff also does not have the resources for the data base management, including the yearly certification follow ups. Mr. Gombac reported that staff is recommending BSI to administer the program for the City of Darien for five years.

Mr. Michael Coren, Treasurer questioned if the fire department is looking at the backflow prevention devices.

Mr. Gombac stated that if the fire department is looking at the backflow prevention devices for compliance the staff is not aware of and they are not documenting or following up with the testers or owners. The responsibility of backflow prevention devices lays with the City to ensure that the backflow device program is properly implemented and enforced.

Alderman Seifert questioned what the survey would be asking.

Mr. Gombac reported that the residential and commercial survey will be different. He reported that the residential will only apply to those with an irrigation system or fire suppression system. The survey will be administered by BSI, reviewed by the City and residents and business owners will have the ability to contact us for additional questions.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve A RESOLUTION ACCEPTING A PROPOSAL FROM BACKFLOW SOLUTIONS INC. (BSI) TO ESTABLISH AND MAINTAIN A POTABLE WATER BACKFLOW DEVICE PROGRAM FROM 2013 THROUGH 2018 AT A PASS THROUGH COST OF \$12.95 PER BACKFLOW DEVICE.

Upon voice vote, THE MOTION CARRIED unanimously 3-0.

B. Resolution – Authorizing the Mayor to execute a contract with Freehill Asphalt Inc. in an amount not to exceed \$101,250.00 for the 2013 Crack Fill Program.

Mr. Dan Gombac, Director reported that this resolution authorizes an expenditure for routine maintenance treatment to prevent cracks from getting too large and before the freeze-thaw cycles have an opportunity to shift the pavement and develop larger cracks. He reported that this item was over budget and it related to a 5% oil increase. He further reported that the Committee has the opportunity to approve the budgeted amount or the extra with the increase for a total of \$6,775 which the Capital Funds account could absorb. He reported that if the Committee approves the budgeted amount there are roads noted in the agenda memo that will not be done.

Chairperson Marchese stated that he would like to stay within the budgeted amount.

Mr. Coren stated that overall this is positive to spend additional money because it helps prevent redoing the roads.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FREEHILL ASPHALT INC. IN AN AMOUNT NOT TO EXCEED \$101,250.00 FOR THE 2013 CRACK FILL PROGRAM.

Upon voice vote, THE MOTION CARRIED unanimously 3-0.

C. Resolution – Authorizing the Mayor to execute a contract with Pavement Systems Inc. in the amount of \$5,865.40 for the Crack Filling, Sealcoating and Paint Striping for the City of Darien Municipal Complex – 1702 Plainfield Road.

Mr. Dan Gombac, Director reported that this resolution authorizes periodic maintenance to extend the life of the pavement and reduce the likelihood of larger repair issues at the City Hall complex. He reported that staff mailed out 17 invitations for bid and received one bid in the amount of \$5,865.40. Mr. Gombac reported that staff followed up with vendors and that there were various reasons why they did not bid, including work load schedule and prevailing wage requirements.

Mr. Gombac reported that staff will be completing additional base repair work prior to the sealcoating at an additional cost not to exceed \$1,500.00. The overall project will be \$2,500.00 under budget.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PAVEMENT SYSTEMS INC. IN THE AMOUNT OF \$5,865.40 FOR THE CRACK FILLING, SEAL COATING AND PAINT STRIPING FOR THE CITY OF DARIEN MUNICIPAL COMPLEX – 1702 PLAINFIELD ROAD, DARIEN, IL.

Upon voice vote, THE MOTION CARRIED unanimously 3-0.

D. Resolution – Approving an agreement with N. Batistich Architects for the Phase 2 Evaluation of the Heritage Plaza including survey services and preliminary design drawings in an amount not to exceed \$9,600.00.

Mr. Dan Gombac, Director reported that at the July 15, 2013 City Council meeting that the firm of Shive Hattery Architects presented an existing conditions report regarding the Heritage Plaza building. He reported that the existing conditions report cost \$3,250.00 is being allocated from the administration budget contingency account. Mr. Gombac reported that the report acknowledges that the building may be rehabilitated at a cost of approximately 75% of what a new building could be constructed for. The firm did provide a recommendation to demolish the building and construct a new building.

Mr. Gombac reported that Phase 2 would identify the costs associated and provide drawings of the building exterior if it was remodeled or rebuilt. He reported that staff received one additional quote for the Phase 2 evaluation in the amount of \$9,600.00 from N. Batistich Architect. He further reported that staff reached out to The Architects Partnership Group and that they declined to quote due to scheduling.

Mr. Coren questioned if it is more expensive to break it up into two buildings, especially to appease the businesses.

Mr. Gombac reported that he has had a few businesses interested in the area with a drive thru. He stated that this can be accomplished but only by having two separate buildings. The cost of two buildings may be slightly more expensive due to an additional wall although the marketability of two buildings with drive through opportunities may be more attractive.

Mr. Gombac reported that if the City can secure a national account they usually sign for a 20 year lease and an opportunity for income should the City consider owning the property long term.

Chairperson Marchese stated that he would not be in favor of remodeling the current center. He reported that the cost would be 75% of a new building. The issue of building code compliance may be a further concern.

Alderman Beilke stated that this report will only help us if we are the developer.

Alderman Seifert stated that the City needs a baseline in order to move forward.

Alderman Beilke stated that the Phase 2 report is worth it because it can give us some options.

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

Alderman Marchese made a motion, and it was seconded by Alderman Seifert to approve A RESOLUTION APPROVING AN AGREEMENT WITH N. BATISTICH ARCHITECTS FOR THE PHASE 2 EVALUATION OF THE HERITAGE PLAZA INCLUDING SURVEY SERVICES AND PRELIMINARY DESIGN DRAWINGS IN AN AMOUNT NOT TO EXCEED \$9,600.00.

Upon voice vote, THE MOTION CARRIED unanimously 3-0.

E. Resolution – Authorizing staff to proceed with the 79th Street and Farmingdale Drainage Project in an amount not to exceed \$106,525.00.

Mr. Dan Gombac, Director reported that this resolution authorizes the replacement of the existing pipe under the roadway of 79th Street and immediately west of Farmingdale Drive. He reported that the existing pipe is deteriorating and is a critical storm water infrastructure component for Sawmill Creek.

Mr. Gombac reported that competitive quotes were requested for the pipe, stone and outsourcing for the pipe and rock installation. The report was referenced as Attachment A within the Agenda Memo.

Alderman Seifert asked if the nearby neighbor has been contacted.

Mr. Gombac reported that the neighbor was notified and that staff would also be contacting the adjacent neighbors.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve A RESOLUTION AUTHORIZING STAFF TO PROCEED WITH THE 79TH STREET AND FARMINGDALE DRAINAGE PROJECT IN AN AMOUNT NOT TO EXCEED \$106,525.00.

Upon voice vote, THE MOTION CARRIED unanimously 3-0.

F. Resolution – Accepting a proposal from Norwalk Tank Company for the 112 inch x 75 inch Arch Culvert Metal Pipes and Metal Band for the 79th Street and Farmingdale Drainage Project in an amount not to exceed \$14,896.72.

Mr. Dan Gombac, Director reported that this resolution authorizes a proposal for the 112 inch x 75 inch Arch Culvert Metal Pipes and Metal Band for the 79th Street and Farmingdale Drainage Project.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve A RESOLUTION ACCEPTING A PROPOSAL FROM NORWALK TANK COMPANY NFOR THE 112 INCH X 75 INCH ARCH CULVERT METAL PIPES AND METAL BANDS FOR THE 79TH STREET AND FARMINGDALE DRAINAGE PROJECT IN AN AMOUNT NOT TO EXCEED \$14,896.72.

Upon voice vote, THE MOTION CARRIED unanimously 3-0.

G. Resolution – Accepting a proposal from Vulcan Material for Rip Rap No. 5 Stone in an amount not to exceed \$8,460.00.

Mr. Dan Gombac, Director reported that this resolution authorizes a proposal for Rip Rap No. 5 Stone for the 79th Street and Farmingdale Drainage Project.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve A RESOLUTION ACCEPTING A PROPOSAL FROM VULCAN MATERIAL FOR RIP RAP NO. 5 STONE IN AN AMOUNT NOT TO EXCEED \$8,460.00.

Upon voice vote, THE MOTION CARRIED unanimously 3-0.

H. Resolution – Accepting a proposal from H & R Construction for the removal and replacement of the pipe and installation of the Rip Rap No. 5 Stone in an amount not to exceed \$20,700.00.

Mr. Dan Gombac, Director reported that this resolution authorizes a proposal for the removal and replacement of the pipe and installation of the Rip Rap No. 5 Stone for the 79th Street and Farmingdale Drainage Project.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve A RESOLUTION ACCEPTING A PROPOSAL FROM H & R CONSTRUCTION FOR THE REMOVAL AND REPLACEMENT OF THE PIPE AND INSTALLATION OF THE RIP RAP NO. 5 STONE IN AN AMOUNT NOT TO EXCEED \$20,700.00.

Upon voice vote, THE MOTION CARRIED unanimously 3-0.

I. Minutes – Approval of the June 24, 2013 Municipal Services Committee Regular Meeting Minutes.

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve the June 24, 2013 Municipal Services Committee Regular Meeting Minutes.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.

DIRECTOR'S REPORT

Mr. Gombac reported that the City received a federal grant of \$750,000 for the Plainfield and Bailey Road intersection improvement. He reported that the City is responsible for Phase I engineering and at the City's cost of \$80,000.00. He stated that the traffic light at the intersection is proposed, but that staff will hold up on the Phase I engineering recommendation until the County conducts a traffic study to warrant a traffic signal. Pending the study, staff will forward a recommendation as the information is forwarded from the County. It is anticipated that the information will be completed by the County mid-September.

NEXT SCHEDULED MEETING

Chairperson Marchese announced that the next regularly scheduled meeting is scheduled for Monday, August 26, 2013 at 6:30 p.m.

ADJOURNMENT

With no further business before the Committee, Alderman Beilke made a motion and it was seconded by Alderman Seifert to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 7:50 p.m.

RESPECTFULLY SUBMITTED:

Elizabeth Lahey
Secretary

Joseph Marchese
Chairman

Tina Beilke
Alderman

Joerg Seifert
Alderman