
PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

February 6, 2012

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes
6. Receiving of Communications
7. Mayor's Report
 - A. Mayoral Proclamation "[Lakeview Jr. High School Boys Cross Country Team](#)" (February 6, 2012)
 - B. Swearing in of New Auxiliary Officers: Alex A. Folami, Scott J. Polan, Arben Sylejmani
 - C. DuPage Mayors and Managers Conference Presentation
8. City Clerk's Report
9. City Administrator's Report
10. Department Head Information/Questions
11. Treasurer's Report
 - A. Warrant Number — [11-12-17](#)
12. Standing Committee Reports
13. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
14. Old Business
15. Consent Agenda
 - A. Consideration of a Motion to Approve an Ordinance Approving Variations to the Sign Code (PZC 2012-01: [7511 Lemont Road, Chestnut Court Shopping Center](#))
 - B. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Enter into a Contract Agreement for the [2012 Street Sweeping Services](#) between the City of Darien and Waste Management of Illinois Inc in an Amount not to Exceed \$27,435.00
 - C. Consideration of a Motion to Approve a Resolution Accepting [a Proposal from Scorpio Construction Corp for the Removal and Replacement of Bituminous Aprons and Road Patches](#) as Required for Various Public Works Projects for a Period of May 1, 2012 through April 30, 2013
 - D. Consideration of a Motion to Approve a Resolution [Accepting the Unit Price Proposal from James D. Fiala Paving Co](#) for Public Works Projects for a Period of May 1, 2012 through April 30, 2013
 - E. Consideration of a Motion to Approve a Resolution [Accepting a Proposal from Metal Culverts Inc for Culvert Metal Pipes, Metal bands and Metal Flared End Sections and Fittings](#) for Various Public Works Projects for a Period of May 1, 2012 through April 30, 2013
 - F. Consideration of a Motion to Approve a Resolution Accepting [a Proposal for tipping and transfer Fees from E. F. Heil LLC for Certain Generated Waste from Public Works Projects](#) for a Period of May 1, 2012 through April 30, 2013
 - G. Consideration of a Motion to Approve a Resolution [Accepting a Proposal from DAS Enterprises Inc to Provide Trucking Services at](#)

- H. Consideration of a Motion to Approve a Resolution [a Rate of \\$78.00 Per Hour for Services Relating to Hauling Waste](#) for a Period of May 1, 2012 through April 30, 2013
Consideration of a Motion to Approve a Resolution [Accepting a Proposal from Norwalk Tank Company for High Density Polyethylene Pipes \(HDPE\), Flared End Sections, and Fitting](#) for Various Public Works Projects for a Period of May 1, 2012 through April 30, 2013
- I. Consideration of a Motion to Approve a Resolution [Accept a Proposal from All Star Maintenance at the Proposed Schedule of Prices for Placement of Topsoil and for the Purchase and Placement of Fertilizer and Sod for Landscape Restoration Services](#) for a Period of May 1, 2012 through April 30, 2013
- J. Consideration of a Motion to Approve a Resolution [Accepting a Proposal from HD Waterworks for Pressure Pipe](#) for Various Public Works Projects for a Period of May 1, 2012 through April 30, 2013
- K. Consideration of a Motion to Approve a Resolution [Accepting a Proposal for the Purchase of Stone at the Proposed Unit Prices from Elmhurst Chicago Stone](#) for Various Public Works Projects for a Period of May 1, 2012 through April 30, 2013
- L. Consideration of a Motion to Approve a Resolution [Accepting a Proposal for the Purchase and Delivery of Stone at the Proposed Unit Prices from Elmhurst Chicago Stone](#) Delivered to the City of Darien for Various Public Works Projects for a Period of May 1, 2012 through April 30, 2013
- M. Consideration of a Motion to Approve a Resolution [Accepting a Proposal from Kieft Brothers Inc. for Storm Sewer Structures, Iron Sewer Grates, Concrete Adjusting Rings](#) for Various Public Works Projects for a Period of May 1, 2012 through April 30, 2013
- N. Consideration of a Motion to Approve a Resolution [Accepting a Proposal from DuPage Topsoil Inc. at the Proposed Schedule of Prices, for Topsoil](#) for Various Public Works Projects for a Period of May 1, 2012 through April 30, 2013
- O. Consideration of a Motion to Approve [an Ordinance Authorizing the Sale of Personal Property](#) Owned by the City of Darien
- P. Consideration of a Motion to Approve [an Ordinance Amending Title C, "Water Division," by Adding New Chapter 5, Regulation of Potable Water Supply Wells"](#), Thereto
16. New Business
- A. Consideration of a Motion to Approve [A Resolution Authorizing the City Administrator to Enter into an Agreement with the Village of Downers Grove Regarding the Maintenance and repair of Darien Vehicles](#)
17. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
18. Adjournment

Mayoral Proclamation

Whereas, most of the students attending Lakeview Jr. High school are located in the town of Darien; and

Whereas, the 8th Grade Boys Cross Country Team placed third in the Troy Invitational meet in Shorewood, Illinois against forty-nine other schools; and

Whereas, Lakeview Junior High School Boys Cross Country team took 1st place in the Old Quarry Invitational in Lemont; and

Whereas, the Lakeview Junior High Boys Cross Country Team had an 8-0 record in the SDEAA Conference and won the SDEAA Conference Meet; and

Whereas, the Boys Cross Country Team placed 1st in the Sectional meet at Dellwood Park in Lockport, Illinois on October 8, 2011, lead by Peter Fish with a 2nd place time of 11:22 for two miles; and

Whereas, the Lakeview Junior High School Boys Cross Country Team traveled to Parkside Jr. High in Normal, Illinois to participate in the 2011 annual IESA State Cross Country Meet on October 15, 2011; and

Whereas, the Lakeview Junior High Boys Cross Country Team scored 164 points, resulting in a 3rd place finish at the State Meet, which marks the third straight year the team has traveled to State; and

Whereas, the top seven runners on the team, who ran in the State Meet were Peter Fish with a two mile time of 10:57, Joey Eterno with a two mile time of 11:05, William Heatherington with a time of 11:22, Alan Zhou with a time of 11:47, Andrew Pierropoulos with a time of 11:57, Austin Rutkowski with a time of 12:36, and Kyle O'Leary with a time of 12:57; and

Whereas, in the State Meet, Peter Fish finished in 10th place, Joey Eterno finished in 18th place, Will Heatherington finished in 35th place, Alan Zhou finished in 69th place, Andrew finished in 91st place, Austin Rutkowski finished in 186th place, and Kyle O'Leary finished in 190th place, and

Mayoral Proclamation

Page Two

Whereas, Peter Fish and Joey Eterno were given special awards for their finish place in the top 25 in the State Meet; and

Whereas, the boys and girl's teams were lead this year by coaches Paul Rodda and Mike Urbas; and

Whereas, the City of Darien recognizes the accomplishments of the team and its individual performers.

NOW, THEREFORE, I, Kathleen Moesle Weaver, Mayor of the City of Darien, do hereby proclaim February 6, 2012 as

LAKEVIEW JUNIOR HIGH SCHOOL CROSS COUNTRY TEAM DAY

in honor of their hard work and achievement over the past year.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED TO BE AFFIXED THE SEAL OF THE CITY OF DARIEN.

DONE this 6th day of February, Two Thousand Twelve

Kathleen Moesle Weaver, Mayor

Attest:

JoAnne E. Ragona, City Clerk

CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
February 6, 2012**

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

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

General Fund		\$113,293.93
Water Fund		\$14,645.34
Motor Fuel Tax Fund		\$861.18
Water Depreciation Fund		
Darien Dispatch Center		\$22,766.00
Capital Improvement Fund		
Special Service Area Tax Fund		\$2,412.70
Debt Service Fund		
	Subtotal:	<u>\$ 153,979.15</u>
General Fund Payroll	1/12/12 - 1/26/12	\$ 475,594.15
Water Fund Payroll	1/12/12 - 1/26/12	\$ 37,542.94
	Subtotal:	<u>\$ 513,137.09</u>
Total to be Approved by City Council:		<u>\$ 667,116.24</u>

Approvals:

Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

**CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 1/17/2012 Through 2/6/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AFFILIATED CUSTOMER SERVICE	REPAIR FIRE ALARM SYSTEM AT CITY HALL	Maintenance - Building	569.50	4223
AIS	DECEMBER 2011 COMPUTER SERVICES	Consulting/Professional	5,780.00	4325
ALKAYE MEDIA GROUP	VIDEO PRODUCTION OF 2011 CITIZEN OF THE YEAR - ROBERT KLEIN	Public Relations	600.00	4239
BEST QUALITY CLEANING, INC.	FEBRUARY 2012 JANITORIAL SERVICE	Janitorial Service	1,182.00	4345
CALL ONE, INC.	TELEPHONE & DATA LINES	Telephone	2,779.50	4267
CARQUEST AUTO PARTS STORES	INVOICES FOR CHECK RUN 020612	Vehicle (Gas and Oil)	19.39	4273
DUPAGE COUNTY PUBLIC WORKS	1702 PLAINFIELD ROAD - ACCT 21005549-01	Utilities (Elec,Gas,Wtr,Sewer)	24.65	4271
DUPAGE COUNTY RECORDER	COPY OF RECORDED IGA BOUNDARY LINE AGREEMENT	Consulting/Professional	8.50	4325
DUPAGE COUNTY RECORDER	R2012-008128 RECORDING 17W630 N. FRONTAGE & 9S531 WILLMETTE	Consulting/Professional	48.50	4325
FedEx	OVERNIGHT DELIVERY STATE OF IL DCEA	Postage/Mailings	56.61	4233
FOX VALLEY FIRE & SAFETY	FIRE ALARM INSPECTION & REPAIRS AT 1702 PLAINFIELD ROAD	Maintenance - Building	333.00	4223
IL GOVT FINANCE OFFICERS ASSOC	2012 PUBLIC SECTOR MEMBERSHIP DUES	Dues and Subscriptions	220.00	4213
IL GOVT FINANCE OFFICERS ASSOC	INTERMEDIATE GOVERNMENTAL ACCOUNTING SEMINAR	Training and Education	185.00	4263
INDUSTRIAL ELECTRICAL SUPPLY	LAMPS FOR CITY HALL	Maintenance - Building	117.00	4223

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 1/17/2012 Through 2/6/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	1,551.84	4267
NICOR GAS	1702 PLAINFIELD ROAD ACCT 82-54-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	204.67	4271
NOTARY PUBLIC ASSOCIATION OF I	LYNN D. DUBMAN NOTARY MEMBERSHIP, BOND & STAMP	Dues and Subscriptions	45.00	4213
NOTARY PUBLIC ASSOCIATION OF I	NOTARY PUBLIC COMMISSION RENEWAL - MARY A. WINTERMUTE	Dues and Subscriptions	45.00	4213
OFFICE DEPOT	SUPPLIES	Supplies - Office	0.96	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	80.99	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	21.55	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	15.99	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	31.98	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	162.00	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	83.35	4253
PETTY CASH	PETTY CASH REIMBURSEMENT	Postage/Mailings	88.00	4233
PETTY CASH	PETTY CASH REIMBURSEMENT	Supplies - Office	22.57	4253
PETTY CASH	PETTY CASH REIMBURSEMENT	Travel/Meetings	75.44	4265
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL ACCT 13380100	Postage/Mailings	720.00	4233
SPEER FINANCIAL	2011 DISCLOSURE GOB, SERIES 2008	Consulting/Professional	514.36	4325
SUBURBAN LIFE PUBLICATIONS	LEGAL 6111 DAR - 2012 ROADSIDE DITCH REGARDING PROGRAM	Legal Notices	173.16	4221
SUBURBAN LIFE PUBLICATIONS	LEGAL 6096 DAR - 2012 CONCRETE REPLACEMENT PROGRAM	Legal Notices	192.93	4221

**CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 1/17/2012 Through 2/6/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
SUBURBAN LIFE PUBLICATIONS	LEGAL 6306 DAR - 8409 CREEKSIDE	Legal Notices	311.55	4221
SUBURBAN LIFE PUBLICATIONS	LEGAL 6307 DAR - 7942 GLEN LANE	Legal Notices	311.55	4221
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	<u>73.07</u>	4223
		Total Administration	16,649.61	

**CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 1/17/2012 Through 2/6/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
DUPAGE COUNTY TREASURER	300 PILOT II TAXI COUPONS	Consulting/Professional	1,500.00	4325
ILLINOIS STATE POLICE	J. J. STEFFEN FINGERPRINTING FEE TGI FRIDAY'S	Boards and Commissions	39.25	4205
		Total City Council	1,539.25	

**CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 1/17/2012 Through 2/6/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHRISTOPHER B. BURKE ENG, LTD	REVIEW ENGINEERING PLANS & DOCUMENTS -CHASE BANK-75TH & CASS	Const/Prof Reimbursable	804.50	4328
CHRISTOPHER B. BURKE ENG, LTD	AS BUILT REVIEW & SITE INSPECTION - 6818 ROUTE 83	Const/Prof Reimbursable	474.50	4328
CHRISTOPHER B. BURKE ENG, LTD	DETENTION REVIEW - CHASE BANK - 75TH & CASS	Const/Prof Reimbursable	694.50	4328
ELEVATOR INSPECTION SERVICE CO	NEW ELEVATOR INSPECTION - 7800 CASS	Const/Prof Reimbursable	80.00	4328
JOSEPH ALGOZINE	JANUARY 2012 ELECTRICAL INSPECTIONS	Consulting/Professional	500.00	4325
PETTY CASH	PETTY CASH REIMBURSEMENT	Consulting/Professional	2.00	4325
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL ACCT 13380100	Postage/Mailings	300.00	4233
			2,855.50	
		Total Community Development		

**CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 1/17/2012 Through 2/6/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
A-LEN, INC.	NEW RADIATOR FOR 112	Maintenance - Vehicles	209.00	4229
AIRGAS NORTH CENTRAL	OXYGEN & ACETYLENE RENTAL	Supplies - Other	35.10	4257
AIRGAS NORTH CENTRAL	PICK UP ALL CYLINDERS	Supplies - Other	22.99	4257
CARQUEST AUTO PARTS STORES	INVOICES FOR CHECK RUN 020612	Maintenance - Vehicles	241.02	4229
CHRISTOPHER B. BURKE ENG, LTD	2012 ROAD PROGRAM PAVEMENT CORES	Consulting/Professional	381.12	4325
CHRISTOPHER B. BURKE ENG, LTD	2012 ROAD PROGRAM DESIGN ENGINEERING	Consulting/Professional	14,259.55	4325
CINTAS FIRST AID AND SAFETY COM ED	FIRST AID STREET LIGHTS - ACCT 2343005070	Liability Insurance Street Light Oper & Maint.	111.61 10.59	4219 4359
COM ED	2510 ABBEY DR., LOT 278 - ACCT 0448008035	Street Light Oper & Maint.	314.89	4359
CONCRETE CLINIC DECKER SUPPLY CO.	SAW BLADE SIGN POSTS FOR MAILBOXES	Small Tools & Equipment Supplies - Other	94.99 1,136.02	4259 4257
DUPAGE COUNTY PUBLIC WORKS	WASTE WATER FROM PUBLIC WORKS HOLDING TANK	Maintenance - Building	51.00	4223
EMBASSY REFRESHMENT SERVICE EXELON ENERGY INC.	COFFEE SUPPLIES SW COR 75TH ST, ADAMS - ACCT CEC 0267129091	Maintenance - Building Street Light Oper & Maint.	8.60 1,568.29	4223 4359
EXELON ENERGY INC.	2510 ABBEY DR, LOT 278 - ACCT CDC 0448008035	Street Light Oper & Maint.	1,274.44	4359
FIRE & SECURITY SYSTEMS, INC.	LEASE OF RADIO & FIRE DEPARTMENT PANEL FOR PUBLIC WORKS	Maintenance - Building	114.00	4223

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 1/17/2012 Through 2/6/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
FIRST ADVANTAGE	RANDOM DRUG SELECTION - EHP 0920-577066	Liability Insurance	31.48	4219
FLEETPRIDE	RELAY VALVE FOR AIR BRAKES #108	Maintenance - Vehicles	129.87	4229
FLEETPRIDE	RELAY VALVE	Maintenance - Vehicles	170.69	4229
FOX VALLEY FIRE & SAFETY	FIRE ALARM INSPECTION & REPAIRS AT 1041 S. FRONTAGE ROAD	Maintenance - Building	154.00	4223
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIRS - 7 LOCATIONS	Street Light Oper & Maint.	469.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIRS - 2 LOCATIONS	Street Light Oper & Maint.	134.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIRS - 3 LOCATIONS	Street Light Oper & Maint.	201.00	4359
LAWSON PRODUCTS INCORPORATED	SUPPLIES	Supplies - Other	348.51	4257
LAWSON PRODUCTS INCORPORATED	SUPPLIES	Supplies - Other	441.47	4257
LAWSON PRODUCTS INCORPORATED	SUPPLIES	Supplies - Other	554.30	4257
MID-TOWN PETROLEUM, INC.	AF 50/50 55, 15W40, WINDSHIELD SOLVENT	Maintenance - Equipment	1,235.00	4225
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90-84-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	502.52	4271
OFFICE DEPOT	SUPPLIES	Supplies - Office	21.31	4253
PATTEN INDUSTRIES, INC.	REPAIR PARTS FOR #203	Maintenance - Equipment	1,288.18	4225
PATTEN INDUSTRIES, INC.	FUEL LINES FOR #103	Maintenance - Vehicles	103.89	4229
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL ACCT 13380100	Postage/Mailings	300.00	4233
ROAD SAFE	LED LIGHTS W/D-CELL BATTERIES	Supplies - Other	294.00	4257
ROBERT L. SANSFIELD	SMALL TOOLS	Small Tools & Equipment	104.00	4259

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 1/17/2012 Through 2/6/2012

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
SAFETY-KLEEN SYSTEMS, INC.	TWO OIL DRUM TESTING AT 1041 S. FRONTAGE	Liability Insurance	495.00	4219
STEVE PIPER & SONS, INC.	TREE TRIMMING - 1140 TREES AT \$34 PER TREE	Tree Trim/Removal	38,760.00	4375
TRAFFIC CONTROL AND PROTECTION	NO PARKING SCHOOL DAYS SIGN	Supplies - Other	107.09	4257
UGX PROPERTY BUILDING SOLUTION	SIDEWALK CLEARING/SALTING 1702 & 1710 PLAINFIELD ROAD	Maintenance - Building	740.00	4223
UGX PROPERTY BUILDING SOLUTION	SIDEWALK CLEARING/SALTING 1702 & 1710 PLAINFIELD 011212	Maintenance - Building	525.00	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	196.31	4223
VARDAL SURVEY SYSTEMS, INC.	CLEAN & TEST LASER	Small Tools & Equipment	200.00	4259
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR PW STREET, WATER & PD	Maintenance - Vehicles	614.35	4229
		Total Public Works, Streets	67,954.18	

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 1/17/2012 Through 2/6/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
A CORPORATE PRINTING SERVICE	BUSINESS CARDS - ERNEST T. BROWN	Uniforms	65.00	4269
CAROL KOPTA	SLEAP LUNCH MEETING	Travel/Meetings	8.00	4265
CAROL KOPTA	MILEAGE TO/FROM MEETING 26.7 MILES AT \$.555	Travel/Meetings	14.82	4265
CARQUEST AUTO PARTS STORES	INVOICES FOR CHECK RUN 020612	Maintenance - Vehicles	286.70	4229
CHRISTOPHER B. BURKE ENG, LTD	POLICE DEPARTMENT MAPS	Training and Education	977.04	4263
CMI, INC.	GAS TANK AND MOUTHPIECES	Investigation and Equipment	223.98	4217
COMCAST	CABLE BOXES	Telephone	2.10	4267
CONNEY SAFETY PRODUCTS	RANGE SUPPLIES	Investigation and Equipment	125.45	4217
DUPAGE CNTY CHIEFS POLICE ASSN	2012 DUES - CHIEF ERNEST T. BROWN	Dues and Subscriptions	50.00	4213
DUPAGE COUNTY PUBLIC WORKS	1710 PLAINFIELD ROAD - 21005550-01	Utilities (Elec,Gas,Wtr,Sewer)	117.05	4271
DUPAGE COUNTY RECORDER	R2012-008129 RECORDING O-23-11 IGA BOUNDARY LINE AGREEMENT	Consulting/Professional	43.00	4325
DUPAGE CTY JUVENILE OFF ASSOC	MEMBERSHIP DUES - JASON NORTON	Dues and Subscriptions	20.00	4213
EMERGENCY VEHICLE TECHNOLOGIES	ANTENNA REPAIR - D3	Maintenance - Vehicles	42.50	4229
EMERGENCY VEHICLE TECHNOLOGIES	REPAIR TAIL LIGHT STROBES - D4	Maintenance - Vehicles	25.00	4229
EMERGENCY VEHICLE TECHNOLOGIES	REPAIR SIRE & VISOR LIGHT - D13	Maintenance - Vehicles	185.00	4229
FOX VALLEY FIRE & SAFETY	FIRE ALARM INSPECTION AT 1710 PLAINFIELD ROAD	Maintenance - Building	300.00	4223
IL DIRECTOR OF EMPLOY SECURITY	UNEMPLOYMENT BENEFITS - 4/2011	Salaries	3,816.00	4010

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 1/17/2012 Through 2/6/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
IL SECRETARY OF STATE POLICE	CONFIDENTIAL PLATES D12 - VIN 2FAFP71W5 2004 CROWN VIC	Maintenance - Vehicles	99.00	4229
ILLINI POWER PRODUCTS	GENERATOR REPAIR AT 1041 S. FRONTAGE	Maintenance - Building	1,193.17	4223
ILLINOIS ASSOC CHIEFS OF POLIC	2012 DUES- CHIEF ERNEST BROWN & DEPUTY CHIEF J. COOPER	Dues and Subscriptions	(285.00)	4213
ILLINOIS SECRETARY OF STATE	TITLE 2000 BUICK LESABRE VIN 1G4HP54K9Y4239022	Investigation and Equipment	95.00	4217
INTERNATIONAL ASSN CHIEFS POL.	ERNEST T. BROWN	Dues and Subscriptions	120.00	4213
INTERNATIONAL ASSN CHIEFS POL.	JOHN B. COOPER	Dues and Subscriptions	120.00	4213
ITOA	TOPEL, CHEAURE, LISS & LOREK 2012 DUES	Dues and Subscriptions	160.00	4213
KALE UNIFORMS	UNIFORM ALLOWANCE - YEO	Uniforms	132.00	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - FALCO	Uniforms	109.00	4269
KATS EYE CARE	VISION SCREEN - STEVE REED	Liability Insurance	52.00	4219
KATS EYE CARE	VISION SCREEN - P. MORRIS	Liability Insurance	52.00	4219
KATS EYE CARE	VISION SCREEN - OWEN DEYOUNG	Liability Insurance	52.00	4219
KATS EYE CARE	VISION SCREEN - GERRY PICCOLI	Liability Insurance	52.00	4219
MASTER-BREW	COFFEE & SUPPLIES	Travel/Meetings	148.85	4265
NATIONAL SAFETY COUNCIL	ALIVE @ 25 BOOKS	Public Relations	292.71	4239
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	97.00	4267
NICOR GAS	1710 PLAINFIELD - ACCT 82-80-00-1000 9	Utilities (Elec,Gas,Wtr,Sewer)	727.85	4271
OCE' IMAGISTICS INC.	MAINTENANCE AGREEMENT	Maintenance - Equipment	131.40	4225

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 1/17/2012 Through 2/6/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL ACCT 13380100	Postage/Mailings	640.00	4233
RAY O'HERRON CO. INC OF OBT	AUXILIARY K. BUCKLES - BATTERY	Auxiliary Police	40.95	4203
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - S. FALCO	Uniforms	13.90	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - STUTTE	Uniforms	86.95	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - CHIEF BROWN	Uniforms	42.80	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - CHIEF BROWN	Uniforms	101.90	4269
RICOH AMERICAS CORPORATION S.E.D.C.O.M.	SERVICE CONTRACT FEBRUARY 2012 ASSESSMENT	Maintenance - Equipment Contractual Services	514.07 2,025.33	4225 4370
SAM'S CLUB	TRI POD FOR DETECTIVES	Investigation and Equipment	79.86	4217
SAM'S CLUB	SUPPLIES	Supplies - Office	24.24	4253
SIRCHIE FINGER PRINT LABS	EVIDENCE SUPPLIES	Investigation and Equipment	524.95	4217
SUBURBAN DOOR CHECK & LOCK SVC	RE-KEY DADC OFFICE FOR EVIDENCE ROOM	Maintenance - Building	110.00	4223
TOM & JERRY TIRE AND SERVICE	TOW CASE DA11-5179 - 2000 BUICK LESABRE	Investigation and Equipment	150.00	4217
TRITECH INC.	EVIDENCE COLLECTION KIT	Investigation and Equipment	96.96	4217
ULINE	BOXES	Investigation and Equipment	201.81	4217
ULTRA STROBE COMMUNICATIONS	REMOVAL OF EQUIPMENT - D22	Equipment	325.00	4815
ULTRA STROBE COMMUNICATIONS	INSTALLATION OF EQUIPMENT - D2	Equipment	2,000.00	4815
ULTRA STROBE COMMUNICATIONS	INSTALLATION OF EQUIPMENT - D7	Equipment	2,020.00	4815
ULTRA STROBE COMMUNICATIONS	REMOVAL OF EQUIPMENT	Equipment	225.00	4815

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 1/17/2012 Through 2/6/2012

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ULTRA STROBE COMMUNICATIONS	INSTALLATION OF EQUIPMENT & CUSTOM STRIPING	Equipment	2,000.00	4815
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	99.04	4223
WCS PHOTOGRAPHY	CD OF DEPARTMENT PICTURES	Supplies - Office	20.00	4253
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR PW STREET, WATER & PD	Maintenance - Vehicles	255.69	4229
		Total Police Department	21,249.07	

CITY OF DARIEN
Expenditure Journal
General Fund
Business District
From 1/17/2012 Through 2/6/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ALLIED WASTE SERVICES #551	7515 S. CASS, UNIT D - FEBRUARY 1 - 29, 2012	Utilities (Elec,Gas,Wtr,Sewer)	103.51	4271
Center Barber Shop	PARKING LOT/SIDEWALK SALTING	Maintenance - Grounds	0.00	4227
COM ED	7515 S. CASS, UNIT BD - ACCT 7156796018	Utilities (Elec,Gas,Wtr,Sewer)	113.72	4271
COM ED	7515 S. CASS, UNIT J - ACCT 7156801032	Utilities (Elec,Gas,Wtr,Sewer)	83.92	4271
COM ED	7515 S. CASS, UNIT D	Utilities (Elec,Gas,Wtr,Sewer)	239.48	4271
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNITS J & K - ACCT 21005494-03	Utilities (Elec,Gas,Wtr,Sewer)	11.17	4271
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT D - ACCT 21005498-07	Utilities (Elec,Gas,Wtr,Sewer)	338.35	4271
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT C - ACCT 21005499-02	Utilities (Elec,Gas,Wtr,Sewer)	11.17	4271
El Burrito Loco	PARKING LOT/SIDEWALK SALTING	Maintenance - Grounds	0.00	4227
Heritage Food & Liquors	PARKING LOT/SIDEWALK SALTING	Maintenance - Grounds	0.00	4227
J.C. Cuts, Inc.	PARKING LOT/SIDEWALK SALTING	Maintenance - Grounds	0.00	4227
Jim's Quality Meats	PARKING LOT/SIDEWALK MAINTENANCE	Maintenance - Grounds	0.00	4227
State Farm	PARKING LOT/SIDEWALK SALTING	Maintenance - Grounds	0.00	4227
UGX PROPERTY BUILDING SOLUTION	PARKING LOT/SIDEWALK CLEARING/SALTING 01-12-12 HERITAGE CTR	Maintenance - Grounds	855.00	4227
UGX PROPERTY BUILDING SOLUTION	SIDEWALK/PARKING LOT SALTING/CLEARING HERITAGE CENTER	Maintenance - Grounds	150.00	4227

**CITY OF DARIEN
Expenditure Journal
General Fund
Business District
From 1/17/2012 Through 2/6/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
UGX PROPERTY BUILDING SOLUTION	HERITAGE CTR PARKING LOT/SIDEWALK CLEARING/SALTING	Maintenance - Grounds	1,140.00	4227

		Total Business District	3,046.32	

		Total General Fund	113,293.93	

**CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 1/17/2012 Through 2/6/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AMERICAN WATER WORKS ASSOC.	2012 MEMBERSHIP - KRIS THROM	Training and Education	187.00	4263
ASSOCIATED TECHNICAL SERVICES	LEAK LOCATE AT PLAINFIELD & GRACELAND	Leak Detection	649.00	4326
BEST QUALITY CLEANING, INC.	FEBRUARY 2012 JANITORIAL SERVICE	Maintenance - Building	608.00	4223
CALL ONE, INC.	TELEPHONE & DATA LINES	Telephone	490.50	4267
CARQUEST AUTO PARTS STORES	INVOICES FOR CHECK RUN 020612	Maintenance - Equipment	94.78	4225
CINTAS FIRST AID AND SAFETY COM ED	FIRST AID 2103 75TH STREET PUMP - ACCT. 3118112014	Liability Insurance Utilities (Elec,Gas,Wtr,Sewer)	111.61 778.02	4219 4271
CONCRETE CLINIC	FLEX FOAM FOR PLANT #2	Maintenance - Building	49.98	4223
DUPAGE COUNTY PUBLIC WORKS	WASTE WATER FROM PUBLIC WORKS HOLDING TANK	Maintenance - Building	51.00	4223
EMBASSY REFRESHMENT SERVICE	COFFEE SUPPLIES	Maintenance - Building	8.60	4223
EXELON ENERGY INC.	87TH & RIDGE, DARIEN - 12/15/11 TO 01/19/12	Utilities (Elec,Gas,Wtr,Sewer)	290.01	4271
EXELON ENERGY INC.	87TH & RIDGE - 11/10/11 TO 12/14/11	Utilities (Elec,Gas,Wtr,Sewer)	280.83	4271
FIRE & SECURITY SYSTEMS, INC.	LEASE OF RADIO & FIRE DEPARTMENT PANEL FOR PUBLIC WORKS	Maintenance - Building	114.00	4223
FOX VALLEY FIRE & SAFETY	FIRE ALARM INSPECTION & REPAIRS AT 1041 S. FRONTAGE ROAD	Maintenance - Building	154.00	4223
GRAINGER	WORK LIGHT	Maintenance - Water System	471.75	4231
HD SUPPLY WATERWORKS	8 INCH REPAIR CLAMB	Maintenance - Water System	171.00	4231

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 1/17/2012 Through 2/6/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
HD SUPPLY WATERWORKS	HYDRANT REPAIR PARTS	Maintenance - Water System	1,700.84	4231
HD SUPPLY WATERWORKS	2 INCH & 1 1/2 INCH COPPER & BRASS PARTS	Maintenance - Water System	1,247.90	4231
HD SUPPLY WATERWORKS	8-INCH REPAIR CLAMP	Maintenance - Water System	171.00	4231
HD SUPPLY WATERWORKS	8 FT B-BOX KEY	Maintenance - Water System	58.48	4231
HD SUPPLY WATERWORKS	CLAMP	Maintenance - Water System	300.68	4231
JULIE, INC.	2012 JULIE ANNUAL ASSESSMENT	Consulting/Professional	3,742.30	4325
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	290.98	4267
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90-84-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	502.53	4271
NICOR GAS	1930 MANNING RD, DOWNERS GROVE - ACCT 05-00-21-1000 4	Utilities (Elec,Gas,Wtr,Sewer)	392.45	4271
NICOR GAS	1897 MANNING, DARIEN - ACCT 12-34-41-1000 7	Utilities (Elec,Gas,Wtr,Sewer)	92.12	4271
NICOR GAS	8600 LEMONT - ACCT 23-64-41-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	330.60	4271
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL ACCT 13380100	Postage/Mailings	40.00	4233
SUBURBAN LABORATORIES	WATER SAMPLES	Quality Control	276.00	4241
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	196.31	4223
WATER RESOURCES, INC.	FIVE 1-INCH METERS	Water Meter Purchases	742.50	4880
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR PW STREET, WATER & PD	Maintenance - Equipment	50.57	4225
			Total Public Works, Water	
			14,645.34	
			Total Water Fund	
			14,645.34	

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 1/17/2012 Through 2/6/2012

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
VULCAN CONSTRUCTION MATERIALS	CA7 STONE	Road Material	861.18	4245
		Total MFT Expenses	861.18	
		Total Motor Fuel Tax	861.18	

CITY OF DARIEN
Expenditure Journal
Special Service Area Tax Fund
SSA Expenditures
From 1/17/2012 Through 2/6/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CHRISTOPHER B. BURKE ENG, LTD	CONTROLLED BURN & FD LETTER - TARA HILL SUBDIVISION	Consulting/Professional	2,412.70	4325
		Total SSA Expenditures	2,412.70	
		Total Special Service Area Tax Fund	2,412.70	

CITY OF DARIEN
Expenditure Journal
Darien Area Dispatch Center
Darien Area Dispatch
From 1/17/2012 Through 2/6/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
IL DIRECTOR OF EMPLOY SECURITY	UNEMPLOYMENT BENEFITS - 4/2011	Salaries	22,766.00	4010
		Total Darien Area Dispatch	22,766.00	
		Total Darien Area Dispatch Center	22,766.00	
Report Total			153,979.15	

AGENDA MEMO
CITY COUNCIL
MEETING DATE: February 6, 2012

Issue Statement

PZC 2012-01:

PZC 2012-01: Chestnut Court Shopping Center, 7511 Lemont Road:

Petitioner seeks a variation from the Sign Code to increase the permitted sign height from 12 feet to 25 feet, and to increase the permitted sign area from 60 square feet to 240 square feet for free-standing, monument signs.

[ORDINANCE](#)

[BACKUP](#)

Overview/Discussion

Both the Planning and Zoning Commission and the Municipal Services Committee considered this matter. Both bodies recommend approval of the petition as presented.

The full discussion follows as “Additional Information.”

The draft ordinance is attached to this memo.

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on January 11, 2012.

The Municipal Services Committee considered this item at its meeting on January 18, 2012.

The City Council will consider this item at its meeting on February 6, 2012.

Additional Information

Issue Statement

PZC 2012-01: **PZC 2012-01: Chestnut Court Shopping Center, 7511 Lemont Road:**
 Petitioner seeks a variation from the Sign Code to increase the permitted sign height from 12 feet to 25 feet, and to increase the permitted sign area from 60 square feet to 240 square feet for free-standing, monument signs.

Applicable Regulations: Sign Code, Section 4-3-10(B)(3): Signs In Business Districts.

General Information

Petitioner/
 Property Owner: Phillip Kunc
 Larry Maynard
 Inland Commercial Property Management
 2901 Butterfield Road
 Oakbrook, IL 60523

Property Location: 7511 Lemont Road, Chestnut Court Shopping Center

PIN: 09-29-300-008

Existing Zoning: B-3 General Business District

Existing Land Use: Retail, shopping center

Surrounding Zoning and Land Use:

North: B2 General Retail Business District (Downers Grove): retail shopping center.

South: OR&I Office, Research and Light Industrial: Forest Preserve.

East: B-2 Community Shopping Center Business District and R-2 Single-Family Residence: Retail, restaurant and single-family homes.

West: OSB Office and Service Business District (Woodridge) and B-2 Community Shopping District (Woodridge): Bank, retail shopping center.

Comprehensive Plan Update: Commercial

History: Property annexed in 1986, variation granted in 2002 for larger free-standing signs on Lemont Road and 75th Street.

Size of Property: 18.3 acres (shopping center)

Floodplain:	None.
Natural Features:	None.
Transportation:	Property has frontage and access onto Lemont Road and 75 th Street.

Documents Submitted

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

1. Sign Drawing, 3 sheets, prepared by Olympic Signs, latest revision dated October 3, 2011.

Planning Overview/ Discussion

Chestnut Court shopping center is located at the southeast corner of 75th Street and Lemont Road (the Chase bank is located in the Village of Woodridge). The property was annexed into Darien in 1986.

The Sign Code limits free-standing signs to 12 feet in height and 60 square feet in area within the business zoning districts. Free-standing signs are also referred to as ground signs or monument signs, for example.

There are two existing free-standing signs, one located along 75th Street and the second sign located along Lemont Road. These signs are 22.5 feet tall and 164 square feet in area, approved by an Annexation Agreement from 1986, and a variation granted in 2002.

The petitioner seeks a sign variation to replace the existing free-standing signs with larger signs. The proposed signs would be 25 feet tall and 240 square feet in area.

The proposed sign will have a sign base equal to the sign width, composed of a brick veneer.

A sign variation petition does not require a public hearing. This petition will be considered by the City Council's Municipal Services Committee, followed by the City Council, upon the Commission's recommendation.

Per the Section 4-3-18(B)(1) of the Sign Code, the Planning and Zoning Commission shall consider the following regarding a sign variation:

1. The available locations for adequate signage on the property.
2. The effect of the proposed sign on pedestrian and motor traffic.
3. The cost to the applicant in complying with the Sign Code as opposed to the detriment, if any, to the public from granting of the variation.
4. If undue hardships and practical difficulties result in complying with the Sign Code and if these hardships are a result of previous actions of the applicant.
5. The general intent of the Sign Code.

Staff Findings/Recommendations

Staff supports the sign variation petition based on economic development considerations, with an aim to provide/allow the tools for businesses to thrive in Darien.

Therefore, staff recommends the Commission make the following recommendation to approve the variation petition:

Based upon the submitted petition and the information presented, the request associated with PZC 2012-01 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition as presented.

Planning and Zoning Commission Review – January 11, 2012

The Planning and Zoning Commission considered this matter at its meeting on January 11, 2012. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Pauline Oberland, Kenneth Ritzert, Susan Vonder Heide, Michael Griffith – Senior Planner.

Members absent: Ronald Kiefer, Louis Mallers and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff agenda memo. He noted the height and sign area limits per the Sign Code for free-standing signs. He stated that a variation was granted back in 1986 for the existing signs at Chestnut Court. He noted that the petitioner proposes to replace the existing free-standing sign with taller and larger sign. He stated staff does not object to the signs, and supports the proposed signs.

Jeff Howard, Inland Commercial Property Management, the petitioner and owner, stated described the need for the change. He stated the shopping center was built, and they bought it, with two anchors. He stated they are securing a lease with Ross, and will have 7 anchors. He stated the existing sign does not have enough space to accommodate all of the business spaces in the shopping center. He also stated the existing signs were ugly and needed to be replaced.

Mr. Howard noted the sign will be internally illuminated.

Mr. Griffith noted that this is not a public hearing, that under the Sign Code, public notice is not required. He noted the agenda was posted as required.

There was not anyone from the public to offer comments.

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

Based upon the submitted petition and the information presented, the request associated with PZC 2012-01 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition as presented.

Upon a voice vote, THE MOTION CARRIED by a vote of 7-0.

(Commissioners Kiefer and Mallers were absent.)

Municipal Services Committee – January 18, 2012

Based on the Planning and Zoning Commission's recommendation, staff recommends the Municipal Services Committee make the following recommendation in favor of the variation petition:

Based upon the submitted petition and the information presented, the request associated with PZC 2012-01 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval of the petition as presented.

Municipal Services Committee Review – January 18, 2012

The Municipal Services Committee considered this matter at their January 18, 2012, meeting. The following members were present: Alderman Joseph Marchese – Chairman, Alderman Halil Avci, Alderman Ted Schauer, Dan Gombac – Director and Elizabeth Lahey – Secretary.

Absent: Michael Griffith – Senior Planner

Dan Gombac, Director, reviewed the staff agenda memo and requested sign variation.

There were no questions or concerns from the Committee.

Without further discussion, Alderman Schauer made the following motion, seconded by Alderman Avci:

Based upon the submitted petition and the information presented, the request associated with PZC 2012-01 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval of the petition as presented.

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

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING VARIATIONS
TO THE SIGN CODE**

(PZC 2012-01: 7511 Lemont Road, Chestnut Court Shopping Center)

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 6th DAY OF FEBRUARY, 2012

**Published in pamphlet form by authority of the Mayor
and City Council of the City of Darien, DuPage
County, Illinois, this ___ day of _____,
2012.**

**AN ORDINANCE APPROVING VARIATIONS
TO THE SIGN CODE**

(PZC 2012-01: 7511 Lemont Road, Chestnut Court Shopping Center)

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

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

WHEREAS, the property legally described in Section 1 (the "Subject Property"), is zoned B-3 General Business District pursuant to the Darien Zoning Ordinance; and

WHEREAS, the petitioner filed a petition requesting approval of a variation from the terms of the Darien Sign Code, to allow two monument signs each being 25 feet tall and 240 square feet in area; and

WHEREAS, the Planning and Zoning Commission, at its special meeting of January 11, 2012, has forwarded its findings and recommendation of approval of said petition to the City Council; and

WHEREAS, on January 18, 2012, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

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

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

SECTION 1: Subject Property. This Ordinance is limited and restricted to the property generally located as 7511 Lemont Road, Chestnut Court Shopping Center, Darien, Illinois, and legally described as follows:

TRACT "C" (EXCEPT THE NORTH 100 FEET THEREOF AS TAKEN FOR HIGHWAY PURPOSES BY DEDICATION RECORDED AUGUST 17, 1950 AS DOCUMENT 601548 AND EXCEPT THE WEST 30 FEET OF THE SOUTH 545 FEET OF THE NORTH 645 FEET THEREOF, AS MEASURED FROM THE CENTER LINE OF 75TH STREET) AND THE SOUTH 5 FEET OF TRACT "E" ALL IN DOWNERS GROVE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER 2 OF THE NORTH 1,050 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THRID PRINCIPAL MERIDIAN,

ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1944 AS DOCUMENT 464509, DUPAGE COUNTY, ILLINOIS.

TRACT "B" IN DOWNERS GROVE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO 2, OF THE NORTH 1,050 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1944 AS DOCUMENT 464509, IN DUPAGE COUNTY, ILLINOIS.

TRACTS "F" AND "G" (EXCEPT THE WEST 17 FEET OF TRACT "G" TAKEN FROM LEMONT ROAD) OF DOWNERS GROVE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO 2, OF THE NORTH 1,050 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1944 AS DOCUMENT 464509, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-29-300-008

SECTION 2: Variation from Sign Code Granted. A variation from the Darien Sign Code, Section 4-3-10(B)(3), is hereby granted to permit two monument signs each being 25 feet tall and 240 square feet in area, one sign to be located along Lemont Road and the second sign to be located along 75th Street.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

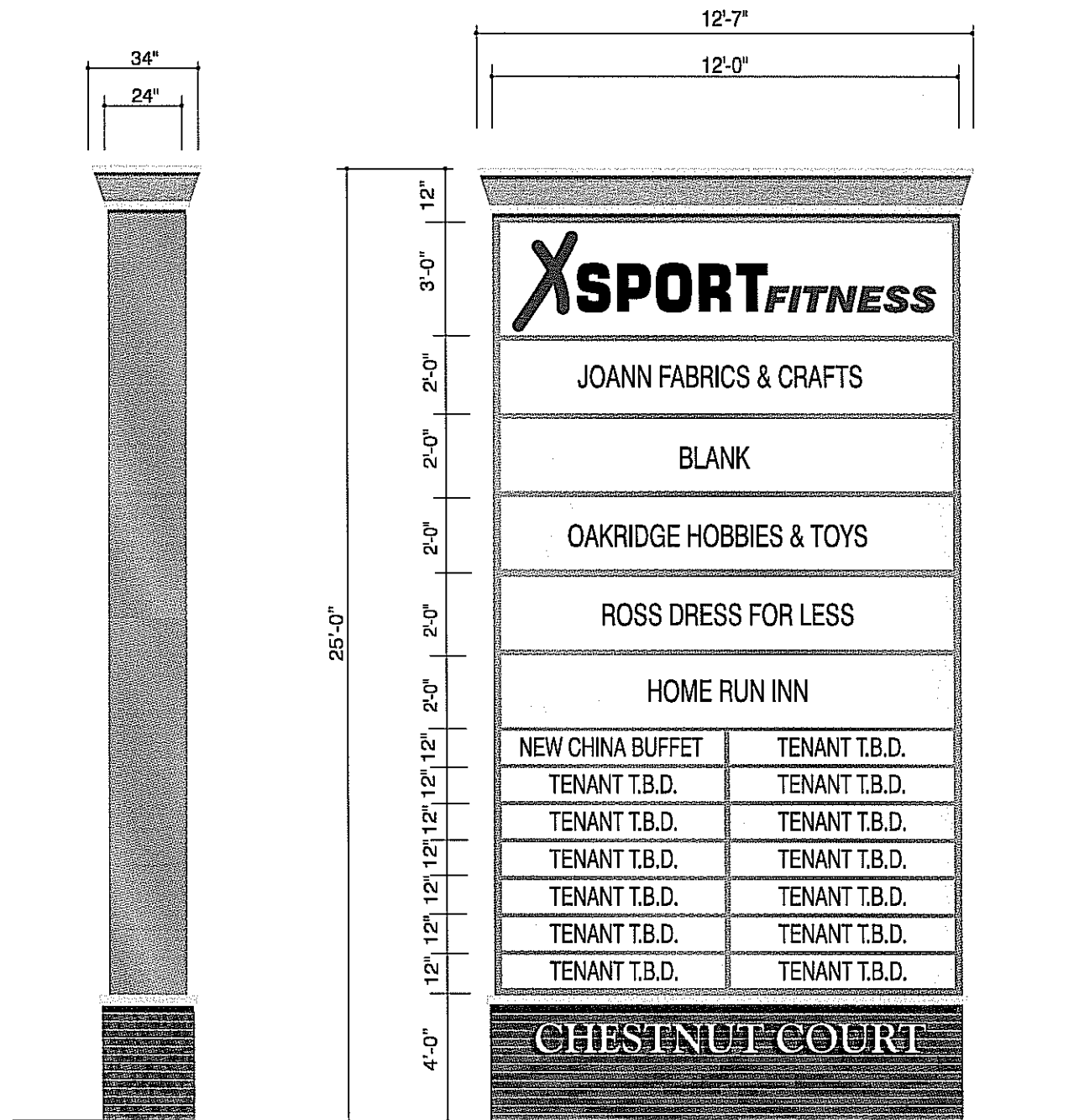
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

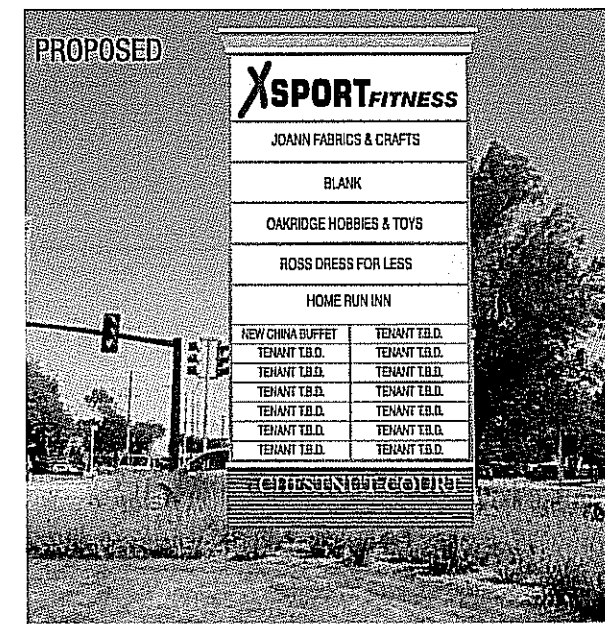
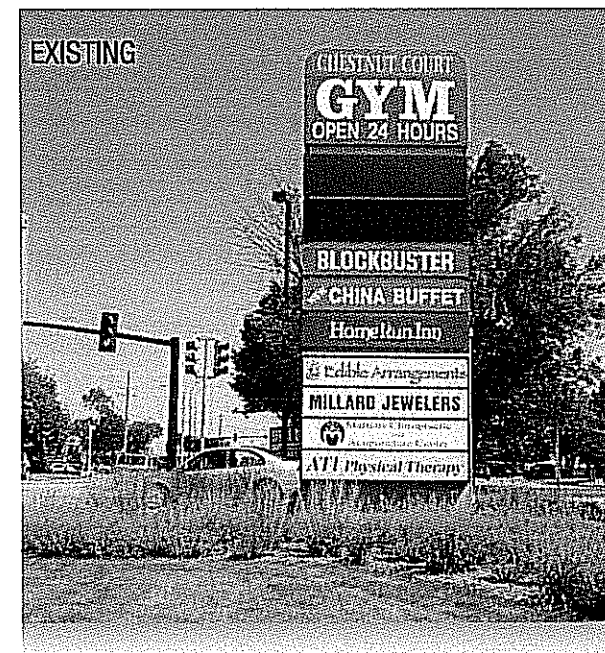


ALUMINUM CAPS, PMS #400 LT GREY PAINTED FINISH.

ALUMINUM TENANT PANEL CABINET, H-BARS & RETAINERS, BM BRIARWOOD GREY PAINTED FINISH. WHITE LEXAN FACES W/ VINYL APPLIED GRAPHICS TO BE ADVISED.

ALUMINUM REVEAL, BM BRIARWOOD GREY PAINTED FINISH.

ALUMINUM SILL CAP, PMS #400 LT GREY PAINTED FINISH. ALUMINUM BASE W/ VENEER BRICK & MORTAR OVERLAY. 1/4" THICK F.C.O. ALUMINUM LETTERS, WHITE PAINTED FINISH & 1/2" PROJECTION MOUNTED.



SIDE VIEW

D/F INT. H.O. FLO. ILLUMINATED DISPLAY 1/4" = 1'-0"

LEMONT RD.

75th Street

CHESTNUT Court
DARIEN, IL

account representative / client
E PYTER

drawn by
JOHN W

• job#: 09-3977B
• 8-4-09
• rev.# 10-3-11

Customer's Signature: _____

Date: _____

Comments:

OLYMPIC SIGNS

1130 N. Garfield
Lombard, IL 60148

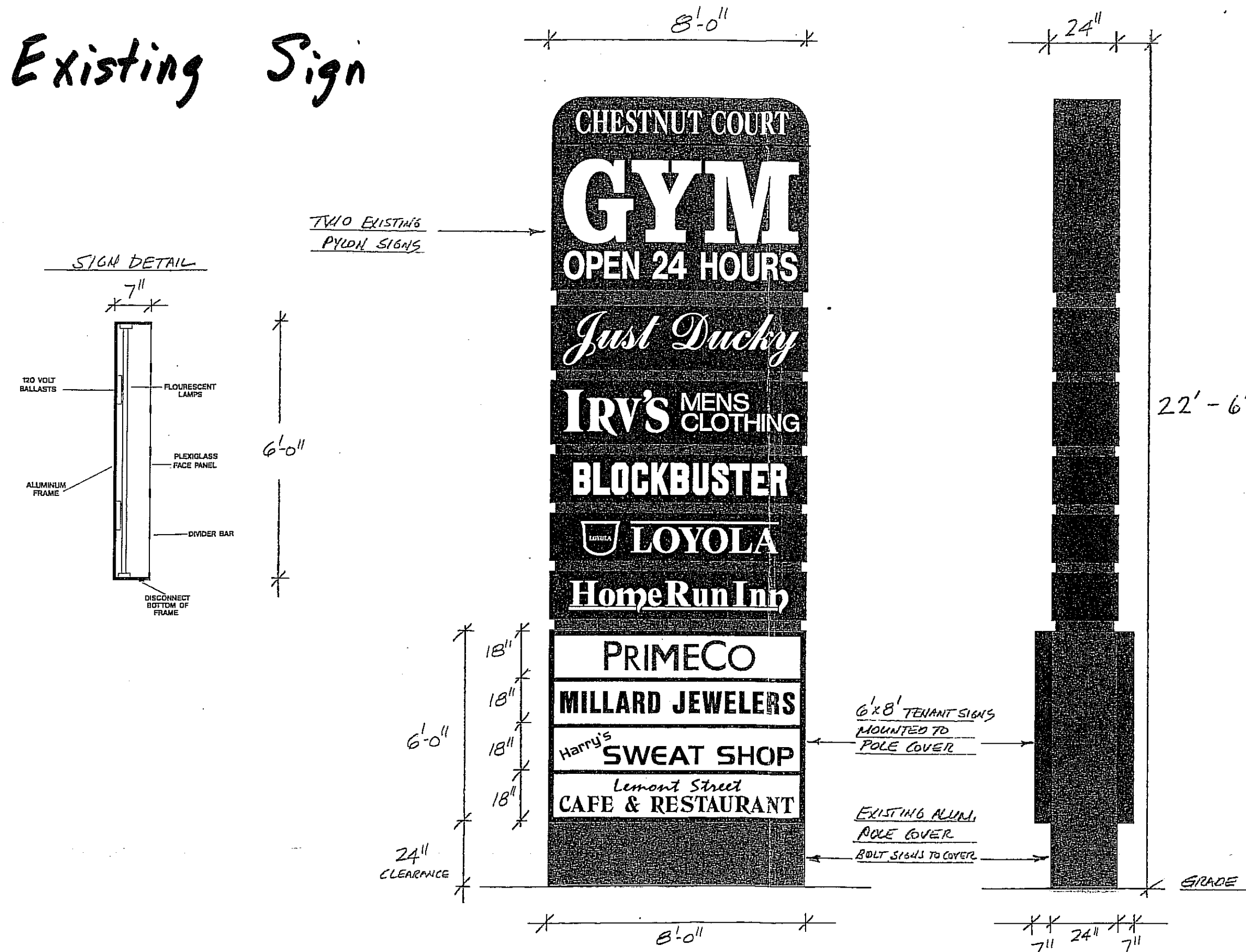
Ph.# 630.424.6100

Fx.# 630.424.6120

WWW.OLYSIGNS.COM

THIS IS AN ORIGINAL UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIC SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIC SIGN INC.

Existing Sign



EXISTING PYLON SIGN, MULTI-TENANT PANEL ADDITION

1. ELECTRICAL SIGN
SINGLE FACE
DOUBLE FACE EXISTING
PYLON
2. FRAME TYPE
SHEETING: ALUMINUM
STRUCTURE: EXTRUSION
COLOR: BRONZE
3. FACE TYPE
A: FLAT LEAD
B:
C:
COLOR: WHITE BKGR.
COPY T.I.E.
4. ELECTRICAL DATA
LAMP TYPE: N.O. FLOURESCENT QTY. 6
BALLAST TYPE: 120VOLT N.O. QTY. 2
5. ENGINEERING DATA
AREA OF SIGN: 48 SQ FT ADDITION
MOUNTING METHOD: ANCHOR BOLT
TO ALUM COVER
6. CHANNEL LETTERS N/A
MOUNTING:
WALL TYPE
FACES COLOR
TRIM COLOR
CHANNELUME COLOR
NEON ROWS COLOR
TRANSFORMER QTY.
7. SPECIAL INSTRUCTIONS:
HOOK-UP TO EXISTING FEED
CIRCUIT

JOB NAME: CHESTNUT COURT PLAZA
ADDRESS: LEMONT AND 75TH ST,
CITY: LEMONT STATE: ILL
AE: EP DRAWN BY: EP2
DRAWING #: 9146 SHT. 1 of 1
DATE: 4/5/02 REVISION # 3



1130 N. GARFIELD, LOMBARD, IL 60148
PH. 630.424.6100 FAX 630.424.6120

5/16" = 1'-0"

AGENDA MEMO
City Council
February 6, 2011

ISSUE STATEMENT

A resolution authorizing the Mayor to execute a contract with Waste Management of Illinois for the City of Darien's annual street sweeping program not to exceed \$27,435.

RESOLUTION

BACKGROUND/HISTORY

The Municipal Services Department solicited for sealed bids for the City's street sweeping services to be conducted in May, July and November/December at a per hour unit cost. The staff has estimated a total of 275 hours to complete all three cycles. The Department also requested unit pricing for emergency sweeping services due to water main breaks and construction activities. An amount of \$3,500 has been designated as a contingency for additional hours required for sweepings and emergency events. See attached Bid Summary Sheet labeled as [Attachment A](#). The proposed contract also calls out for two additional contract extensions for 2013 and 2014. The proposed contract extensions will be reviewed for performance in December, 2012 and a recommendation will be forwarded to the Committee and City Council in February 2013.

The proposed expenditure would be expended from the following account pending FY 12-13 Budget approval:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 12-13 BUDGET	YEAR TO DATE EXPENDED	PROPOSED EXPENDITURE
01-30-4373	SWEEPING SERVICES	\$27,435.00	\$ -	\$27,435.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Waste Management of Illinois. The references for Waste Management have been verified with satisfactory results.

ALTERNATE CONSIDERATION

Not approving this proposal.

DECISION MODE

This item will be placed on the agenda for the February 6, 2012 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AGREEMENT FOR THE 2012 STREET SWEEPING SERVICES BETWEEN THE CITY OF DARIEN AND WASTE MANAGEMENT OF ILLINOIS INC IN AN AMOUNT NOT TO EXCEED \$27,435.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to enter into a Contract Agreement, a copy of which is attached hereto as "[Exhibit A](#)", for the 2012 Street Sweeping Services between the City of Darien and Waste Management of Illinois Inc.

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 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SECTION II

BIDDER SUMMARY SHEET

STREET SWEEPING SERVICES FOR THE CITY OF DARIEN - 2012

Firm Name: Waste Management of Illinois Inc.

Address: 5050 W. Pershing Road

City, State, Zip Code: Cicero, IL 60804

Contact Person: Tom STURWOLD

FEIN #: 36-2660859

Phone: (708) 789-3350 Fax: (708) 222-2424

Mobile: (815) 693-8402

E-mail Address: TSTURWOLD@WIM.COM

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Schedule of Prices for:
STREET SWEEPING SERVICES

2012 SWEEPING PROGRAM 3-SWEEPINGS				
STREET SWEEPING SERVICES SCHEDULE	ESTIMATED UNITS	UNIT	COST PER HOUR	TOTAL COST
MAY 9 TH - MAY 17 TH	70	HOURLY	86. ⁰⁰	6020. ⁰⁰
JULY 13 TH - JULY 20 TH	70	HOURLY	86. ⁰⁰	6020. ⁰⁰
NOVEMBER 14 - DECEMBER 5 th	135	HOURLY	86. ⁰⁰	11,610. ⁰⁰
SUB-TOTAL-A	275			23,650. ⁰⁰
EMERGENCY SERVICES	ESTIMATED UNITS	UNIT	COST PER HOUR	TOTAL COST
EMERGENCY CALL OUT	3	HOURLY	95. ⁰⁰	285. ⁰⁰
SUB-TOTAL-B	3		95. ⁰⁰	285. ⁰⁰
TOTALS-SUBTOTAL A & B 2012				23,935. ⁰⁰
DATES INDICATE TENTATIVE START DATE PERIOD	May 8 2012			

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:

2012 STREET SWEEPING SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

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

Attachment A

SEALED BID: 2012-2014 Street Sweeping Services

OPENING DATE/TIME: January 5, 2012 @ 10:00 a.m.

		Illinois Central Sweeping LLC	Hoving Clean Sweep	Waste Management of Illinois		
		Check	Check	Bond		
ITEM	DESCRIPTION					
	Part A - 2012	\$ 23,925.00	\$ 24,120.35	\$ 23,650.00	\$ -	\$ -
	Part B - 2012	\$ 270.00	\$ 300.00	\$ 285.00		
	Total 2012	\$ 24,195.00	\$ 24,420.35	\$ 23,935.00		
	Part A - 2013	\$ 24,750.00	\$ 24,843.50	\$ 24,200.00		
	Part B - 2013	\$ 276.00	\$ 315.00	\$ 294.00		
	Total 2013	\$ 25,026.00	\$ 25,158.50	\$ 24,494.00		
	Part A - 2014	\$ 25,300.00	\$25,575.00	\$ 24,750.00		
	Part B - 2014	\$ 282.00	\$ 315.00	\$ 294.00		
	Total 2014	\$ 25,582.00	\$25,890.00	\$ 25,044.00		
Total		\$ 74,803.00	\$ 75,468.85	\$ 73,473.00	\$ -	\$ -

ITEM	DESCRIPTION					
	Part A - 2012					
	Part B - 2012					
	Total 2012	\$ -	\$ -			
	Part A - 2013					
	Part B - 2013					
	Total 2013	\$ -	\$ -			
	Part A - 2014					
	Part B - 2014					
	Total 2014	\$ -	\$ -			
Total		\$ -	\$ -			

AGENDA MEMO**City Council****February 6, 2012****ISSUE STATEMENT**

A resolution accepting a proposal from Scorpio Construction Corporation for the removal and replacement of bituminous aprons and road patches as required for various Public Works projects for a period of May 1, 2012 through April 30, 2013.

RESOLUTION**BACKGROUND**

During the year the department removes and replaces various storm sewers and culvert pipes across driveway aprons and roadways for various Public Works projects. Restoration for the driveways includes establishing uniform cuts, asphalt removal and replacement.

Competitive quotes were requested for the driveways and roadways, and staff received two (2) competitive quotes. See [Attachment A](#). The staff had reached out to several invited vendors inquiring to why they did not submit a quote. The replies ranged from not interested to the jobs are too small. The request for quotes stipulated that pricing be held in place from May 1, 2012 through April 30, 2013.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project. The total estimated costs for all maintenance and budgetary programs for the bituminous products are estimated at approximately \$90,000.00 pending Capital Project budget approval. Scorpio has provided other construction services for the City in the past with very satisfactory results.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Scorpio Construction Corporation.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the February 6, 2012 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM SCORPIO CONSTRUCTION CORP FOR THE REMOVAL AND REPLACEMENT OF BITUMINOUS APRONS AND ROAD PATCHES AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2012 THROUGH APRIL 30, 2013

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 accepts a proposal from Scorpio Construction Corp. for the removal and replacement of bituminous aprons and road patches as required for various Public Works projects for a period of May 1, 2012 through April 30, 2013, 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 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

BITUMINOUS SURFACE DRIVEWAY APRONS/STREET SUMMARY QUOTE REQUEST

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE PER SQUARE YARD	COSTS
<i>EXAMPLE:</i>			100	\$ 1.00	\$ 100.00
A. BITUMINOUS DRIVEWAY APRONS COST FOR PREPERATION AND PLACEMENT OF 3-INCHES-BITUMINOUS SURFACE-INCLUDED IS SAWCUTTING AND COMPACTION	100 - 8000	SQUARE YARD	SQUARE YARD	33	33
B. BITUMINOUS DRIVEWAY APRONS COST FOR PREPERATION AND PLACEMENT OF 5-INCHES-BITUMINOUS SURFACE (3 INCHES BINDER AND 2 INCHES BITUMINOUS SURFACE)-INCLUDED IS SAWCUTTING AND COMPACTION	100	SQUARE YARD	SQUARE YARD	42	42
TOTAL COSTS A + B					75

QUOTE AWARDED ON TOTAL COST

Company Name: Scorpio Construction Corp.

Address: 103 Oswego Plains Dr. Oswego, IL 60543

Submitted By: Adriana Klina

Date: 1-4-12

Telephone Number: 630-554-0397

Mobile Telephone Number: 630-913-6060 913-6060

Fax Number: 630-554-6441

E-mail Address: ScorpioConst@yahoo.com

Authorized Signature: [Signature]

BITUMINOUS SURFACE DRIVEWAY APRONS/STREET SUMMARY QUOTE

Attachment A

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	Scorpio Construction	Scorpio Construction	Pavement Systems	Pavement Systems	Rose Paving
				UNIT PRICE PER SQUARE YARD	MULTIPLIER COST	UNIT PRICE PER SQUARE YARD	MULTIPLIER COST	UNIT PRICE PER SQUARE YARD
A. BITUMINOUS DRIVEWAY APRONS COST FOR PREPERATION AND PLACEMENT OF 3-INCHES-BITUMINOUS SURFACE-INCLUDED IS SAWCUTING AND COMPACTION	100 - 8000	SQUARE YARD	100	\$ 33.00	\$ 3,300.00	\$ 60.00	\$ 6,000.00	No bid
B. BITUMINOUS DRIVEWAY APRONS COST FOR PREPERATION AND PLACEMENT OF 5-INCHES-BITUMINOUS SURFACE (3 INCHES BINDER AND 2 INCHES BITUMINOUS SURFACE)-INCLUDED IS SAWCUTING AND COMPACTION	100	SQUARE YARD	100	\$ 42.00	\$ 4,200.00	\$ 83.00	\$ 8,300.00	No bid
TOTAL COSTS A + B				\$ 75.00	\$ 7,500.00	\$ 143.00	\$ 14,300.00	
QUOTE AWARDED ON TOTAL COST						Quote received 1/9/12		

AGENDA MEMO**City Council****February 6, 2012****ISSUE STATEMENT**

A resolution accepting the unit price proposal for bituminous products from James D. Fiala Paving Co. Inc. for Public Works projects for a period from May 1, 2012 to April 30, 2013.

RESOLUTION**BACKGROUND**

During the year the department removes and replaces various storm sewers and culvert pipes across driveway aprons and roadways for various Public Works projects. Restoration includes establishing uniform cuts, and the placement of binder and surface bituminous products.

Competitive quotes were requested for unit prices for binder and surface asphalt, and staff received three (3) competitive quotes. See [Attachment A](#). The lowest competitive quote was provided by James D. Fiala Paving Co. Inc. The request for quotes stipulated that pricing be held in place from May 1, 2012 to April 30, 2013.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project. The total estimated costs for all maintenance and budgetary programs for the bituminous products are estimated at approximately \$45,000.00.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the proposed resolution James D. Fiala Paving Co. Inc.

Alternate Consideration

Not approving this item at this time.

DECISION MODE

This item will be placed on the February 6, 2012 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FOR BITUMINOUS PRODUCTS FROM JAMES D. FIALA PAVING CO. INC. FOR PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2012 THROUGH APRIL 30, 2013

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 accepts a proposal from James D. Fiala Paving Co. Inc. for unit pricing for bituminous products as required for various Public Works projects for a period of May 1, 2012 through April 30, 2013, 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 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

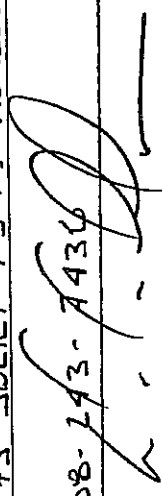
ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

BITUMINOUS PRODUCT QUOTE

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE PICKED UP	COSTS
<i>EXAMPLE:</i>			200	\$ 1.00	\$ 200.00
A. HMA SURFACE, MIX C, N50	200 - 2,000	TON	200	52.00	10,400.00
B. HMA BINDER COURSE, IL-19.0,N50	200 - 2,000	TON	200	45.00	9000.00
TOTAL COSTS A + B					19,400.00
QUOTE AWARDED ON TOTAL COST					
Company Name: JAMES D. FIALA PAVING Co., Inc					
Address: 500 E. FRONTAGE RD N., BOWLING GREEN, IL 60040					
Submitted By: JOHN PELTON					
Date: 1/4/11					
Telephone Number: 630-783-8311					
Fax Number: 630-783-8320					
E-mail Address: JPELTON@FIALAPAVING.COM					
Plant Pick Up Location: 1375 JOLIET RD., ROMEOVILLE - IL 60446					
Plant Pick Up Location Telephone Number: 708-243-7434					
Authorized Signature: 					

AGENDA MEMO**City Council****February 6, 2012****ISSUE STATEMENT**

A resolution accepting a proposal from Metal Culverts Inc for Culvert Metal Pipes, Metal Bands and Metal Flared End Sections and fittings as required for various Public Works projects for a period of May 1, 2012 through April 30, 2013.

RESOLUTION**BACKGROUND**

During the year the department requires the use of culvert metal pipes and connectors to be used for various Public Works projects, such as driveway culvert replacements, storm sewer replacements and ditching projects.

Competitive quotes were requested, and staff received three (3) competitive quotes, attached as [Attachment A](#). The lowest competitive total cost quote was provided by Metal Culverts Inc. While Metal Culverts Inc. provided the lowest total cost, Kieft Brothers provided a lower unit cost on several of the items. Since Metal Culverts Inc. provided the lowest overall cost, staff had contacted them to meet the unit pricing of the items that were offered at a lower cost by the competitor. Metal Culvert Inc. has agreed to meet the unit pricing as per [Attachment B](#). The request for proposals requested pricing to be from May 1, 2012 to April 30, 2013.

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the pipe material. The total estimated costs for all maintenance and budgetary programs utilizing the proposed material are approximately \$50,000.00 pending Capital Project budget approval.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Metal Culverts Inc.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the February 6, 2012 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM METAL CULVERTS INC FOR CULVERT METAL PIPES, METAL BANDS AND METAL FLARED END SECTIONS AND FITTINGS FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2012 THROUGH APRIL 30, 2013

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Metal Culverts Inc. to provide culvert metal pipes, metal bands and metal flared end sections and fittings for various Public Works projects for a period of May 1, 2012 through April 30, 2013, 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 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CULVERT METAL PIPE MATERIAL QUOTE REQUEST

Exhibit A

*D.M.
01/05/12
Rensselaer*

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS
<i>EXAMPLE:</i>			500	\$ 1.00	\$ 500.00
12-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500 - 6,000	LINEAL FOOT	500	8.00	4000.00
15-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500 - 3,500	LINEAL FOOT	500	10.00	5000.00
18-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500 - 3,500	LINEAL FOOT	500	12.00	6000.00
A. 24-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500 - 3,500	LINEAL FOOT	500	16.00	8000.00
B. 42-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500 - 3,500	LINEAL FOOT	500	33.25	16,625.00
C. 12-INCH CONNECTOR BAND	50 - 200	EACH	50	8.00	400.00
D. 15-INCH CONNECTOR BAND	50 - 200	EACH	50	10.00	500.00
E. 18-INCH CONNECTOR BAND	50 - 200	EACH	50	12.00	600.00
F. 24-INCH CONNECTOR BAND	50 - 200	EACH	50	16.00	800.00
G. 42-INCH CONNECTOR BAND	50 - 200	EACH	50	49.90	2495.00
H. 12-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50 - 200	EACH	50	45.00	2250.00
I. 15-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50 - 200	EACH	50	57.00	2850.00
J. 18-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50 - 100	EACH	50	74.00	3700.00
K. 24-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50 - 100	EACH	50	110.00	5500.00
L. 42-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50 - 100	EACH	50	566.50	28,325.00
TOTAL COSTS A - L					87,045.00
QUOTE AWARDED ON TOTAL COST					
Company Name:	METAL CULVERTS, INC.				
Address:	P.O. BOX 330, JEFFERSON CITY, MD 65102				
Submitted By:	BRET MATHEWS, SALES REPRESENTATIVE				
Date:	DECEMBER 28, 2011				
Telephone Number:	(573) 636-7312 (M) (573) 338-5642				
Fax Number:	(573) 634-8729				
E-mail Address:	sales@metalculverts.com Bret.mathews@metalculverts.com				
Authorized Signature:	Bret Mathews				

*7.80
9.80
11.75
15.20
32.50
7.80
9.50
48.50*

Note: Product delivery must be available within 72 hours for minimal delivery. A minimal delivery has been determined to be a 150 lineal ft. All other deliveries shall be made available for City pick up or delivery within 5 days.

CULVERT METAL PIPE MATERIAL QUOTE

Attachment A

				Metal Culverts	Metal Culverts	Metal Culverts RENEGOTIATED	Metal Culverts RENEGOTIATED	Kieft Bros	Kieft Bros	Norwalk Tank Company	Norwalk Tank Company
DESCRIPTION	QUANTITY- RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE	MULTIPLIE R PRCING	UNIT PRICE	MULTIPLIER PRCING	UNIT PRICE	MULTIPLIER PRCING	UNIT PRICE	MULTIPLIER PRCING
12-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500 - 6,000	LINEAL FOOT	500	\$ 8.00	\$ 4,000.00	\$ 7.80	\$ 3,900.00	\$ 7.80	\$ 3,900.00	\$ 7.83	\$ 3,915.00
15-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500 - 3,500	LINEAL FOOT	500	\$ 10.00	\$ 5,000.00	\$ 9.80	\$ 4,900.00	\$ 9.80	\$ 4,900.00	\$ 9.86	\$ 4,930.00
18-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500 - 3,500	LINEAL FOOT	500	\$ 12.00	\$ 6,000.00	\$ 1.75	\$ 875.00	\$ 11.75	\$ 5,875.00	\$ 11.70	\$ 5,850.00
A. 24-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500 - 3,500	LINEAL FOOT	500	\$ 16.00	\$ 8,000.00	\$ 15.20	\$ 7,600.00	\$ 15.20	\$ 7,600.00	\$ 15.66	\$ 7,830.00
B. 42-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500 - 3,500	LINEAL FOOT	500	\$ 33.25	\$ 16,625.00	\$ 32.00	\$ 16,000.00	\$ 28.25	\$ 14,125.00	\$ 26.75	\$ 13,375.00
C. 12-INCH CONNECTOR BAND	50 - 200	EACH	50	\$ 8.00	\$ 400.00	\$ 7.80	\$ 390.00	\$ 7.80	\$ 390.00	\$ 11.75	\$ 587.50
D. 15-INCH CONNECTOR BAND	50 - 200	EACH	50	\$ 10.00	\$ 500.00	\$ 9.80	\$ 490.00	\$ 9.80	\$ 490.00	\$ 14.79	\$ 739.50
E. 18-INCH CONNECTOR BAND	50 - 200	EACH	50	\$ 12.00	\$ 600.00	\$ 12.00	\$ 600.00	\$ 12.00	\$ 600.00	\$ 17.55	\$ 877.50
F. 24-INCH CONNECTOR BAND	50 - 200	EACH	50	\$ 16.00	\$ 800.00	\$ 16.00	\$ 800.00	\$ 18.00	\$ 900.00	\$ 23.49	\$ 1,174.50
G. 42-INCH CONNECTOR BAND	50 - 200	EACH	50	\$ 49.90	\$ 2,495.00	\$ 48.00	\$ 2,400.00	\$ 13.60	\$ 680.00	\$ 53.50	\$ 2,675.00
H. 12-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50 - 200	EACH	50	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00	\$ 50.00	\$ 2,500.00	\$ 57.75	\$ 2,887.50
I. 15-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50 - 200	EACH	50	\$ 57.00	\$ 2,850.00	\$ 57.00	\$ 2,850.00	\$ 64.00	\$ 3,200.00	\$ 71.85	\$ 3,592.50
J. 18-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50 - 100	EACH	50	\$ 74.00	\$ 3,700.00	\$ 74.00	\$ 3,700.00	\$ 81.00	\$ 4,050.00	\$ 91.29	\$ 4,564.50
K. 24-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50 - 100	EACH	50	\$ 110.00	\$ 5,500.00	\$ 110.00	\$ 5,500.00	\$ 120.00	\$ 6,000.00	\$ 133.72	\$ 6,686.00
L. 42-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50 - 100	EACH	50	\$ 566.50	\$ 28,325.00	\$ 566.50	\$ 28,325.00	\$ 640.00	\$ 32,000.00	\$ 646.80	\$ 32,340.00
TOTAL COSTS A - L				\$ 1,027.65	\$ 87,045.00	\$ 1,012.65	\$ 80,580.00	\$ 1,089.00	\$ 87,210.00	\$ 1,194.29	\$ 92,024.50
QUOTE AWARDED ON TOTAL COST											

Note: Product delivery must be available within 72 hours for minimal delivery. A minimal delivery has been determined to be a 150 lineal ft. All other deliveries shall be made available for City pick up or delivery within 5 days.

Ashley Prueter

From: Dan Gombac
Sent: Friday, January 06, 2012 10:01 AM
To: Ashley Prueter
Subject: FW: Copy of Culvert Quantities-12 Galvanized rcvd.xls

Please include correspondence for agenda, confirmation to the renegotiated pricing from Metal Culverts Inc.

Daniel Gombac
Director of Municipal Services
630-353-8106

From: Scott Volkart [<mailto:scott@metalculverts.com>]
Sent: Friday, January 06, 2012 9:17 AM
To: Dan Gombac
Subject: RE: Copy of Culvert Quantities-12 Galvanized rcvd.xls

Dan

Thanks for the confirmation.
Scott

From: Dan Gombac [<mailto:dgombac@darienil.gov>]
Sent: Thursday, January 05, 2012 4:43 PM
To: Scott Volkart
Subject: Copy of Culvert Quantities-12 Galvanized rcvd.xls

Hi Scott:

Attached is the renegotiated pricing as discussed. Please confirm.

Thanks Dan

AGENDA MEMO**City Council****February 6, 2012****ISSUE STATEMENT**

A resolution accepting the unit price proposal for tipping and transfer fees from E. F. Heil LLC at the proposed unit prices for certain waste for a period of May 1, 2012 through April 30, 2013.

RESOLUTION**BACKGROUND**

During the year the department generates waste from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and ditching projects. Staff requested competitive quotes for the services and received three (3) competitive quotes, see [Attachment A](#). The lowest competitive total cost quote was provided by Land and Lakes Company. While Land and Lakes provided the lowest total cost, the analytical testing required by Land and Lakes costs approximately \$4,180 per project. See [Attachment B](#) for analytical testing costs. E. F. Heil had provided the next lowest total cost quote for dumping. The analytical testing required by E. F. Heil cost approximately \$1,400 per project and meets the requirements of the EPA. Staff had contacted E.F. Heil to match the unit pricing of several items as submitted by Land and Lakes. E F Heil has not agreed to meet the unit pricing as per [Attachment A](#). In consideration, the staff will utilize only semi loads for dumping as both of the unit costs provided by E. F. Heil and Land and Lakes are \$55.00 per load. Please note that only Land and Lakes accepts sod, and the City will utilize Land and Lakes for sod that is generated. The request for proposals requested pricing to be from May 1, 2012 to April 30, 2013.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project generating the waste. The total estimated costs for all maintenance and budgetary programs for this item are \$65,000.00 pending Capital Project budget approval.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with E. F. Heil.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the February 6, 2012 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FOR TIPPING AND TRANSFER FEES FROM E. F. HEIL LLC FOR CERTAIN GENERATED WASTE FROM VARIOUS PUBLIC WORKS FOR A PERIOD OF MAY 1, 2012 THROUGH APRIL 30, 2013

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from E. F. Heil LLC to provide tipping services and transfer fees at the proposed unit price for services related to certain waste disposal, 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 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

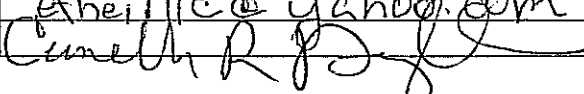
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DESCRIPTION	QUANTITY-RANGE	MATERIAL/UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS
<i>EXAMPLE:</i>			50	\$ 1.00	\$ 50.00
A. Dump/Transfer Fee	50 - 1000	Clay Per Load - 4 Wheeler	50	45.00	2475.00
B. Dump/Transfer Fee	50 - 1000	Clay Per Load - 6 Wheeler	50	55.00	2750.00
C. Dump/Transfer Fee	50 - 1000	Clay Per Load - Semi	50	55.00	2750.00
D. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 4 Wheeler	50	45.00	2475.00
E. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay-Per Load - 6 Wheeler	50	55.00	2750.00
F. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - Semi	50	55.00	2750.00
G. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 4 Wheeler	50	45.00	2475.00
H. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 6 Wheeler	50	55.00	2750.00
I. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - Semi	50	55.00	2750.00
J. Dump/Transfer Fee	50 - 1000	Sod Per Load - 4 Wheeler	50	N/A	
K. Dump/Transfer Fee	50 - 1000	Sod Per Load - 6 Wheeler	50	N/A	
L. Dump/Transfer Fee	50 - 1000	Sod Per Load - Semi	50	N/A	
TOTAL COSTS A - L					
QUOTE AWARDED ON TOTAL COST					
Company Name:	EF Heil, LLC				
Address:	12152 S. Napier, Plainfield Rd, Plainfield IL 60585				
Submitted By:	Carmella R. Joyce				
Date:	12/22/11				
Telephone Number:	815 436 7465				
Fax Number:	815 436-5462				
E-mail Address:	efheil@yahvo.com				
Authorized Signature:					

Note: Hauling will be provided through a City contracted trucking vendor and/or City of Darien.

DUMP / TRANSFER FEE QUOTES

Attachment A

				EF Heil Co	EF Heil Co	Elmhurst Chicago Stone	Elmhurst Chicago Stone	Land and Lakes	Land and Lakes
DESCRIPTION	QUANTITY- RANGE	MATERIAL/UNIT	MULTIPLIER QUANTITY	UNIT PRICE	MULTIPLIER COST	UNIT PRICE	MULTIPLIER COST	UNIT PRICE	MULTIPLIER COST
A. Dump/Transfer Fee	50 - 1000	Clay Per Load - 4 Wheeler	50	\$ 45.00	\$ 2,250.00	\$ 43.00	\$ 2,150.00	\$ 35.00	\$ 1,750.00
B. Dump/Transfer Fee	50 - 1000	Clay Per Load - 6 Wheeler	50	\$ 55.00	\$ 2,750.00	\$ 53.00	\$ 2,650.00	\$ 45.00	\$ 2,250.00
C. Dump/Transfer Fee	50 - 1000	Clay Per Load - Semi	50	\$ 55.00	\$ 2,750.00	\$ 63.00	\$ 3,150.00	\$ 55.00	\$ 2,750.00
D. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 4 Wheeler	50	\$ 45.00	\$ 2,250.00	\$ 43.00	\$ 2,150.00	\$ 35.00	\$ 1,750.00
E. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 6 Wheeler	50	\$ 55.00	\$ 2,750.00	\$ 53.00	\$ 2,650.00	\$ 45.00	\$ 2,250.00
F. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - Semi	50	\$ 55.00	\$ 2,750.00	\$ 63.00	\$ 3,150.00	\$ 55.00	\$ 2,750.00
G. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 4 Wheeler	50	\$ 45.00	\$ 2,250.00	\$ 43.00	\$ 2,150.00	\$ 35.00	\$ 1,750.00
H. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 6 Wheeler	50	\$ 55.00	\$ 2,750.00	\$ 53.00	\$ 2,650.00	\$ 45.00	\$ 2,250.00
I. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - Semi	50	\$ 55.00	\$ 2,750.00	\$ 63.00	\$ 3,150.00	\$ 55.00	\$ 2,750.00
TOTALS FOR ITEMS A-I				\$ 465.00	\$ 23,250.00	\$ 477.00	\$ 23,850.00	\$ 405.00	\$ 20,250.00
TOTALS FOR SEMI LOADS ONLY				\$ 165.00	\$ 8,250.00	\$ 189.00	\$ 9,450.00	\$ 165.00	\$ 8,250.00
J. Dump/Transfer Fee	50 - 1000	Sod Per Load - 4 Wheeler	50	No Sod	No Sod	No Sod	No Sod	\$ 65.00	\$ 3,250.00
K. Dump/Transfer Fee	50 - 1000	Sod Per Load - 6 Wheeler	50	No Sod	No Sod	No Sod	No Sod	\$ 125.00	\$ 6,250.00
L. Dump/Transfer Fee	50 - 1000	Sod Per Load - Semi	50	No Sod	No Sod	No Sod	No Sod	\$ 190.00	\$ 9,500.00
Sod Dump Fees				N/A	N/A	N/A	N/A	\$ 380.00	\$ 19,000.00

City of Darien is seeking quotes to provide testing services for construction material spoils generated from repair, maintenance, and installation of municipal utilities.

	UNIT COST	HEIL (residential) TOTAL	LAND AND LAKES TOTAL	CHICAGO ELMHURST TOTAL		
Coordinate with a landfill facility and complete a project or address environmental site review for analytical testing and landfill location recommendation report for City construction material disposal	EACH	100	100	100	100	
Stockpile or site sample collection, including travel to site and transport sample to laboratory. 4 hour Maximum per visit	HOUR	105	420	420	420	Typically site time is 3 to 4 hours.
Use of PID Instrument for Screening Soils	EACH	50	50	50	50	
Compare testing results to IEPA tier one remediation objectives in tabular format, if objectives meet clean fill results provide a licensed professional engineer stamped LPC-663 with a summary report describing sampling procedures followed and results of analytical testing.	EACH	400	400	400	400	
If results are found to be contaminated recommend and coordinate with appropriate landfill dump facility to obtain non-special or special waste permit for disposal.	EACH	200*	200*	200*	200*	* Does not include additional analytical testing.
RESIDENTIAL ANALYTICAL TEST For average 2500 feet ditch project			2 Samples	2 Samples	2 Samples	
VOCs	EACH	162 **	Not Required	Included In Full Panel	Included In Full Panel	
SVOCs	EACH	270 **	Not Required	Included In Full Panel	Included In Full Panel	
PNA's	EACH	135 **	Not Required	Included In Full Panel	Included In Full Panel	
RCRA 8 Total metals	EACH	113 **	226	Included In Full Panel	Included In Full Panel	
RCRA 8 TCLP Metals	EACH	203 **	Not Required	Included In Full Panel	Included In Full Panel	
PH	EACH	12 **	Not Required	Included In Full Panel	Included In Full Panel	
Preserved Vials for volatile testing	EACH	12 **	Not Required	Included In Full Panel	Included In Full Panel	
RESIDENTIAL ANALYTICAL TEST For average 2500 feet ditch project						
Pesticides/PCBs	EACH	162 **	Not Required	Included In Full Panel	Included In Full Panel	
Herbicides	EACH	252 **	Not Required	Included In Full Panel	Included In Full Panel	
BTEXs	EACH	54 **	Not Required	Included In Full Panel	Included In Full Panel	
EPA 351AC1100 Full Panel	EACH	1505 **	Not Required	3010	3010	
			TOTAL	1396	4180	4180

** Analysis selected dependent on soil location and disposal facility. Additional testing may be required and testing requirements are subject to change

Note analytical costs for 7 to 10 day turn around.

TESTING SERVICE CORPORATION
360 Main Place, Carol Stream, IL 60188

Ashley Prueter

From: David Hurst [dhurst@tscorp.com]
Sent: Friday, January 06, 2012 2:23 PM
To: Dan Gombac
Cc: David Fell; Dan Salvato
Subject: RE: testing quote
Attachments: David L Hurst.vcf

Dan,

Your analysis is correct for the specific example Dave Fell used for comparison pricing. (2500' drainage ditch in a residential area) The analytical lists from Land & Lakes and Elmhurst Chicago Stone are fairly rigid and extensive. Heil allows for development of the analytical based on what is really at the Site. I am working with Heil and Dave Fell to prepare cost for 4 to 5 loads from the drainage swale at Frontage Road at your facility. Typically Heil is ok with VOCs, PNAs and RCRA metals for this type of site. Assuming we would only take 1 sample based on the limited quantity of soil (4 to 5 loads), unless we see something different in the field, the cost differential for the analytical needed only would be \$410 for Heil vs \$1505 for L&L or ECS (other costs: field labor, engineer/geologist review to sign the 663 form, remain the same independent of where you sent the soil).

Heil will be more cost effective for TSC's part of the work. For the City, it obviously also needs to factor in tipping fees and trucking. I would say that for all the smaller projects, go Heil because the differential in analytical costs will override other costs. If you have something that's very large quantity and is so homogeneous that we can minimize the total number of analytical samples, then the differential in analytical may not mean that much.

I hope I've given a clear explanation. Please feel free to call me to discuss this issue further.

Regards,

Dave

David L. Hurst
Environmental Department Manager
dhurst@tscorp.com
Direct: 630-784-4005
Mobile: 630-738-0102



www.tscorp.com

Testing Service Corporation
360 S. Main Place
Carol Stream, IL 60188

From: Dan Gombac [<mailto:dgombac@darienil.gov>]
Sent: Friday, January 06, 2012 11:21 AM
To: David Hurst
Cc: Dan Salvato; David Fell
Subject: FW: testing quote

Hi Dave:

In reviewing the soil cost analysis, the City would be paying an additional \$2,784 per excavation (project) if we were to utilize Land and Lakes or Chicago Elmhurst. By using the services of EF Heil the City would be in compliance provided

that no additional testing was required. Past history in utilizing EF Heil has not required us to do additional testing, therefore it would be beneficial for the City to utilize the services of EF Heil for a spoil generation site.

Please confirm my analysis above.

Thanks

Daniel Gombac
Director of Municipal Services
630-353-8106

From: David Fell
Sent: Friday, January 06, 2012 10:02 AM
To: Dan Salvato
Cc: Dan Gombac; Kris Throm; Ashley Prueter
Subject: testing quote

Dan,

Here is the request for prices you reviewed and I sent out to TSC, Geocon, and EPI. It also has the information about what each dump site requires for ditching and drainage projects, however our current protocol for main break spoils stock pile is still hauling to Land and Lakes with no testing but a 662 form for each location signed by a city employee. Dave Hurst has confirmed with me that he sent back a quote on letter head, but I haven't heard from the other companies.

David J Fell
Darien Municipal Services

Phone: 630-429-1711
Fax: 630-887-0091
E-mail: dfell@Darienil.gov

CONFIDENTIALITY NOTE:

This email message is for the sole-use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution of any kind is strictly prohibited. If you are not the intended recipient, please contact the sender via reply e-mail and destroy all copies of the original message.

AGENDA MEMO**City Council****February 6, 2012****ISSUE STATEMENT**

A resolution accepting a proposal from DAS Enterprises Inc to provide trucking services at a rate of \$78.00 per hour for services relating to hauling waste generated from excavations for a period of May 1, 2012 through April 30, 2013.

RESOLUTION**BACKGROUND**

During the year the department generates waste from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and ditching projects. The waste is temporarily stored at the Public Works facility and requires removal. The trucks are then scheduled, filled by City loaders and the waste is hauled to a local landfill.

Competitive quotes were requested for hauling services and staff received two (2) competitive quotes. See [Attachment A](#). The lowest competitive quote was DAS Enterprises Inc. The request for quotes stipulated that pricing be held in place from May 1, 2012 through April 30, 2013.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project generating the waste. The total estimated costs for all maintenance and budgetary programs for hauling are estimated to be approximately \$75,000.00 pending Capital Project budget approval.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with DAS Enterprises Inc.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the February 6, 2012 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM DAS ENTERPRISES INC. TO PROVIDE TRUCKING SERVICES AT A RATE OF \$78.00 PER HOUR FOR SERVICES RELATING TO HAULING WASTE FOR A PERIOD OF MAY 1, 2012 THROUGH APRIL 30, 2013

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 accepts a proposal from DAS Enterprises, Inc to provide trucking services at a rate of \$78.00 per hour for services relating to hauling waste for a period of May 1, 2012 through April 30, 2013, 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 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

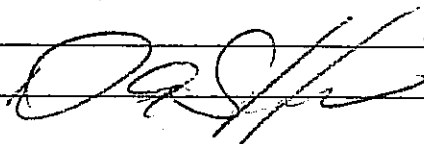
ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Quote for Hauling Fees

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER - QUANTITY	UNIT PRICE PER HOUR	COSTS
<i>EXAMPLE:</i>			100	\$ 1.00	\$ 100.00
Trucking/Semi	100 to 2,000	HOURS	100	78.00	7800.00
Company Name:	DAS Enterprises Inc.				
Address:	224 E. Devon Ave.				
Submitted By:	Don Shaffer				
Date:	01/03/2012				
Telephone Number:	847-952-1235				
Fax Number:	847-952-1236				
E-mail Address:	dasenterpriseinc@yahoo.com				
Authorized Signature:					

Note: Trucking services shall be made available within 48 hours of initial request.

Quote for Hauling

				E. D. Siebert Trucking	D.A.S. Enterprises Inc
DESCRIPTION	QUANTITY- RANGE	UNIT	MULTIPLIER - QUANTITY	COSTS	COSTS
Trucking/Semi	100 to 2,000	HOURS	100	\$ 90.00	\$ 78.00

Note: Trucking services shall be made available within 48 hours of initial request.

AGENDA MEMO**City Council****February 6, 2012****ISSUE STATEMENT**

A resolution accepting a proposal from Norwalk Tank Company for High Density Polyethylene Pipes, Bands, Flared End Sections and fittings as required for various Public Works projects for a period of May 1, 2012 through April 30, 2013.

RESOLUTION**BACKGROUND**

During the year the department requires the use of High Density Polyethylene Pipes (HDPE) and connectors to be used for various Public Works projects, such as storm sewer replacements and ditching projects.

Competitive quotes were requested for the pipes and staff received three (3) competitive quotes. See [Attachment A](#). The lowest competitive total quote was provided by Norwalk Tank Company. The quote was based on a total cost and staff had identified that Kieft Brothers provided lower unit cost on several items. The staff had contacted Norwalk Tank and requested of them to meet the pricing of Kieft Brothers and they had matched or lowered pricing on several of the items as depicted by Attachment. The request for quotes stipulated that pricing be held in place from May 1, 2012 to April 30, 2013.

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the pipe material. The total estimated costs for all maintenance and budgetary programs for the material have been estimated at approximately \$25,000.00 pending Capital Project budget approval.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Norwalk Tank Company.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the February 6, 2012 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM NORWALK TANK COMPANY FOR HIGH DENSITY POLYETHYLENE PIPES (HDPE), FLARED END SECTIONS, AND FITTING FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2012 THROUGH APRIL 30, 2013

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Norwalk Tank Company to provide High Density Polyethylene Pipes, flared end sections and fittings for various Public Works projects for a period of May 1, 2012 through April 30, 2013, 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 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

POLYETHYLENE PIPE QUOTE REQUEST



DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS
EXAMPLE:			100	\$ 1.00	\$ 100.00
A. 4-INCH HIGH DENSITY POLYETHYLENE PIPE-PERFORATED-WITHOUT SOCK	100 - 1,800	LINEAL FT	100	\$ 0.37	\$ 37.00
B. 4-INCH HIGH DENSITY POLYETHYLENE PIPE-PERFORATED-WITH SOCK	100 - 1,800	LINEAL FT	100	\$ 0.50	\$ 50.00
C. 4-INCH POLYETHYLENE PIPE-PERFORATED-WITHOUT SOCK N-12	100 - 1,800	LINEAL FT	100	\$ 0.90	\$ 90.00
D. 4-INCH POLYETHYLENE PIPE-PERFORATED-WITH SOCK N-12	100 - 1,800	LINEAL FT	100	\$ 1.27	\$ 127.00
E. 6-INCH HIGH DENSITY POLYETHYLENE PIPE-PERFORATED-WITHOUT SOCK	100 - 1,500	LINEAL FT	100	\$ 0.87	\$ 87.00
F. 6-INCH HIGH DENSITY POLYETHYLENE PIPE-PERFORATED-WITH SOCK	100 - 1,500	LINEAL FT	100	\$ 1.12	\$ 112.00
G. 6-INCH POLYETHYLENE PIPE-PERFORATED-WITHOUT SOCK N-12	100 - 1,500	LINEAL FT	100	\$ 1.99	\$ 199.00
H. 6-INCH POLYETHYLENE PIPE-PERFORATED-WITH SOCK N-12	100 - 1,500	LINEAL FT	100	\$ 1.94	\$ 194.00
I. 12-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100 - 4,000	LINEAL FT	100	\$ 4.50	\$ 450.00
J. 15-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100 - 4,000	LINEAL FT	100	\$ 6.27	\$ 627.00
K. 18-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100 - 1,500	LINEAL FT	100	\$ 8.58	\$ 858.00
L. 24-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100 - 1,500	LINEAL FT	100	\$ 14.47	\$ 1447.00
M. 12-INCH HDPE BAND	25 - 100	EACH	25	\$ 5.15	\$ 128.75
N. 15-INCH HDPE BAND	25 - 100	EACH	25	\$ 9.21	\$ 230.25
O. 24-INCH HDPE BAND	25 - 100	EACH	25	\$ 27.18	\$ 679.50
P. 12-INCH FLARED END WITH BOLT COLLAR-HDPE	25 - 50	EACH	25	\$ 83.49	\$ 2,087.25
Q. 15-INCH FLARED END WITH BOLT COLLAR-HDPE	25 - 50	EACH	25	\$ 83.49	\$ 2,087.25
R. 12 x 12 INLET BOX - 2 HOLE	5 - 50	EACH	5	\$ 33.49	\$ 167.45
S. 12 x 12 INLET BOX - 4 HOLE	5 - 50	EACH	5	\$ 63.49	\$ 317.40
T. CONNECTORS - 4"	10 - 100	EACH	10	\$ 6.09	\$ 60.90
U. CONNECTORS - 6"	10 - 100	EACH	10	\$ 4.62	\$ 46.20
TOTAL COSTS A - U					\$ 10,182.96
QUOTE AWARDED ON TOTAL COST					

Company Name:	Norwalk Tank Company
Address:	2121 Maple Rd, Joliet, Illinois, 60432
Submitted By:	Mark S. Kuligida
Date:	1/10/12
Telephone Number:	815-726-3351
Mobile Telephone Number:	
Fax Number:	815-726-2945
E-mail Address:	ntcoestimate@att.net
Authorized Signature:	Mark S. Kuligida

AGENDA MEMO**City Council****February 6, 2012****ISSUE STATEMENT**

A resolution accepting a proposal from All Star Maintenance at the proposed schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2012 through April 30, 2013.

RESOLUTION**BACKGROUND**

During the year the department requires the services of a landscaper to complete larger restoration projects from various Public Works projects, such as water main breaks, storm sewer and ditching projects. The City would provide topsoil to the proposed vendor, and the vendor would be required to grade the topsoil based on the cubic yards provided and would be required to purchase the sod, fertilizer and placement of the sod.

Competitive quotes were requested for the landscaping services, and staff received three (3) competitive quotes. See [Attachment A](#). The lowest competitive quote is All Star Maintenance. The request for quotes stipulated that pricing be held in place from May 1, 2012 through April 30, 2012.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project requiring landscape services. The total estimated costs for all maintenance and budgetary programs for landscaping are estimated at approximately \$90,000.00 pending Capital Project budget approval.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with All Star Maintenance. The vendor has provided services for the City of Darien in the past with very satisfactory results.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the February 6, 2012 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM ALL STAR MAINTENANCE AT THE PROPOSED SCHEDULE OF PRICES FOR THE PLACEMENT OF TOPSOIL AND FOR THE PURCHASE AND PLACEMENT OF FERTILIZER AND SOD FOR LANDSCAPE RESTORATION SERVICES FOR A PERIOD OF MAY 1, 2012 THROUGH APRIL 30, 2013

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from All Star Maintenance at the proposed schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2012 through April 30, 2013, 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 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

LANDSCAPING QUOTE REQUEST

PAGE. 1/ 1

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS
EXAMPLE:				220	\$ 1.00	\$ 220.00
A. LABOR COST FOR PREPERATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	220	2,000	CUBIC YARDS	220	\$ 22.50	\$ 4950.00
B. SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT- CITY WILL BE RESPONSIBLE FOR WATERING	5000	20,000	SQUARE YARD	5,000	\$ 3.50	\$ 17,500.00
TOTAL COSTS A+B						\$ 22,950.00
QUOTE AWARDED ON TOTAL COST	All Star Maintenance P.O. Box 801 Westmont, IL 60559					
Company Name:	All Star Maintenance					
Address:	P.O. Box 801 Westmont, IL 60559					
Submitted By:	<i>Jim K... [Signature]</i>					
Date:	1-3-2012					
Telephone Number:	630-655-8585					
Mobile Telephone Number:	630-808-6100					
Fax Number:	655-8592					
E-mail Address:	m1stmr6621@aol.com					
Authorized Signature:	<i>Jim K... [Signature]</i>					

JAN. 03. 2012 11:00 AM

LANDSCAPING QUOTE

					Scorpio Construction	Beary Landscaping	All Star Maintenance
DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE/ MULTIPLIER COST	UNIT PRICE/ MULTIPLIER COST	UNIT PRICE/ MULTIPLIER COST
A. LABOR COST FOR PREPERATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	220	2,000	CUBIC YARDS	220	\$ 25.00	\$ 25.00	\$ 22.50
					\$ 5,500.00	\$ 5,500.00	\$ 4,950.00
B. SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	5000	20,000	SQUARE YARD	5,000	\$ 6.80	\$ 3.50	\$ 3.50
					\$ 34,000.00	\$ 17,500.00	\$ 17,500.00
TOTAL COSTS A+B					\$ 31.80	\$ 28.50	\$ 26.00
					\$ 39,500.00	\$ 23,000.00	\$ 22,450.00
QUOTE AWARDED ON TOTAL COST							

AGENDA MEMO**City Council****February 6, 2012****ISSUE STATEMENT**

A resolution accepting a proposal from HD Waterworks for Pressure Pipe, as required for various Public Works projects for a period of May 1, 2012 through April 30, 2013.

RESOLUTION**BACKGROUND**

During the year the department requires the use of for Pressure Pipe to be used for various Public Works projects, such as storm sewer replacements and ditching projects. The pressure pipe is further required to meet the EPA requirements when a water main is adjacent to a storm water main.

Competitive quotes were requested for the pipes and staff received three (3) competitive quotes. See [Attachment A](#). The lowest competitive total quote was provided by HD Waterworks. The request for quotes stipulated that pricing be held in place from May 1, 2012 to April 30, 2013.

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the pipe material. The total estimated costs for all maintenance and budgetary programs for the material have been estimated at approximately \$25,000.00 pending Capital Project budget approval.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with HD Waterworks.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the February 6, 2012 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM HD WATERWORKS FOR PRESSURE PIPE FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2012 THROUGH APRIL 30, 2013

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from HD Waterworks for various Public Works projects for a period of May 1, 2012 through April 30, 2013, 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 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

~~From:~~

To: Ken Ristick
HD WATERWORKS

~~To:~~

From: David Fell
CITY OF DARIEN

Please review and provide pricing.

12 Inch SDR 26 ASTM D 2241 #10.92'

1-500'

500-1000'

1000-2000'

16 Inch DR25 C905 PVC Pipe #22.09'

1-500'

500-1000'

1000-2000'

Prices need to be good until December 2012

SDR 26-W/2241 JOINT PIPE MATERIAL QUOTE REQUEST

Attachment A

			HD Waterworks	HD Waterworks	Ziebell Water Service	Ziebell Water Service	Underground Pipe & Valve	Underground Pipe & Valve
DESCRIPTION	QUANTITY- RANGE	UNIT	UNIT PRICE	MULTIPLIER COST	UNIT PRICE	MULTIPLIER COST	UNIT PRICE	MULTIPLIER COST
12-INCH SDR 26 PRESSURE PIPE	500 - 2,500	LINEAL FOOT	\$ 10.92	\$ 5,460.00	\$ 10.95	\$ 5,475.00	\$ 12.89	\$ 6,445.00
15-INCH SDR 26 PRESSURE PIPE	500 - 2,500	LINEAL FOOT	\$ 22.09	\$ 11,045.00	\$ 23.75	\$ 11,875.00	\$ 21.09	\$ 10,545.00
Total			\$ 33.01	\$ 16,505.00	\$ 34.70	\$ 17,350.00	\$ 33.98	\$ 16,990.00

AGENDA MEMO**City Council****February 6, 2012****ISSUE STATEMENT**

A resolution accepting a proposal from Elmhurst Chicago Stone to purchase stone for Public Works projects for a period of May 1, 2012 through April 30, 2013.

RESOLUTION**BACKGROUND**

During the year the department requires stone to be used for various Public Works projects, such as water main breaks, valve and hydrant replacements, road shouldering, storm sewer and drainage projects. The proposed resolution would allow the City to pick up stone from the quarry.

Staff had received three (3) responsive competitive quotes for the pickup of stone at a per unit cost. See [Attachment A](#). The request for quotes stipulated that pricing be held in place from May 1, 2012 through April 30, 2013.

The expenditure would come from the Street Water and Capital accounts, depending on the specific project requiring the stone. The total estimated costs for all maintenance and budgetary programs requiring stone are estimated to be approximately \$50,000.00.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Elmhurst Chicago Stone.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the February 6, 2012 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FOR THE PURCHASE OF STONE AT THE PROPOSED UNIT PRICES FROM ELMHURST CHICAGO STONE FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2012 THROUGH APRIL 30, 2013

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 accepts a proposal from Elmhurst Chicago Stone to purchase stone at the proposed unit prices for various Public Works projects for a period of May 1, 2012 through April 30, 2013, 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 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

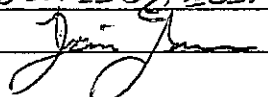
ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PICKED UP STONE QUOTE SUMMARY

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS
<i>EXAMPLE:</i>			200	\$ 1.00	\$ 200.00
A. CA-6 STONE	200-3000	TON	200	\$ 5.75	\$ 1150.00
B. CA-7 STONE	200-3000	TON	200	\$ 10.00	\$ 2000.00
C. 6 - 8 Inch PGE	200-2000	TON	200	\$ 25.00	\$ 5000.00
D. 10 - 12 Inch PGE	200-2000	TON	200	\$ 25.00	\$ 5000.00
TOTAL COSTS A+B+C+D					\$ 13150.00
QUOTE AWARDED ON TOTAL COST					
Company Name:	EIMHURST CHICAGO STONE				
Address:	400 WEST FIRST STREET, EIMHURST IL 60124				
Submitted By:	Jim Jones				
Date:	12/20/2011				
Telephone Number:	6301832-4000 EXT 1234				
Mobile Telephone Number:	6301918-9607				
Fax Number:	6301832-0140				
E-mail Address:	JONES@ECSTONE.COM				
Authorized Signature:					

AGENDA MEMO**City Council****February 6, 2012****ISSUE STATEMENT**

A resolution accepting a proposal from Elmhurst Chicago Stone to provide stone and delivery for Public Works projects for a period of May 1, 2012 through April 30, 2013.

RESOLUTION**BACKGROUND**

During the year the department requires stone to be used for various Public Works projects, such as water main breaks, valve and hydrant replacements, road shouldering, storm sewer and ditching projects. The proposed resolution would allow the proposed vendor to provide the City of Darien semi-loads directly from the quarry when required.

Staff had received two (2) competitive quotes for the stone and delivery. The lowest competitive quote based on a total cost was Elmhurst Chicago Stone See [Attachment A](#). The department primarily uses CA6 and CA7, and the PGE is a heavier stone utilized for bank stabilization. The request for quotes stipulated that pricing be held in place from May 1, 2012 through April 30, 2013.

The expenditure would come from the Street, Water and Capital accounts, depending on the specific project requiring semis of stone. The total estimated costs for all maintenance and budgetary programs requiring stone are estimated to be approximately \$60,000 pending Capital Project budget approval.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Elmhurst Chicago Stone.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the February 6, 2012 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FOR THE PURCHASE AND DELIVERY OF STONE AT THE PROPOSED UNIT PRICES FROM ELMHURST CHICAGO STONE DELIVERED TO THE CITY OF DARIEN FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2012 THROUGH APRIL 30, 2013

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 accepts a proposal from Elmhurst Chicago Stone for CA-6 and CA7 stone delivered at the proposed unit prices for various Public Works projects for a period of May 1, 2012 through April 30, 2013, 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 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

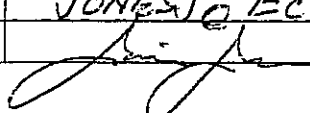
ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DELIVERED STONE QUOTE SUMMARY

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE DELIVERED	COSTS
<i>EXAMPLE:</i>			200	\$ 1.00	\$ 200.00
A. CA-6 STONE	200-3000	TON	200	\$ 9.90	\$ 1980.00
B. CA-7 STONE	200-3000	TON	200	\$ 14.15	\$ 2830.00
C. 6 - 8 Inch PGE	200-2000	TON	200	\$ 29.15	\$ 5830.00
D. 10 - 12 Inch PGE	200-2000	TON	200	\$ 29.15	\$ 5830.00
TOTAL COSTS A+B+C+D					\$ 16,470.00
QUOTE AWARDED ON TOTAL COST					
Company Name:	ELMHURST CHICAGO STONE				
Address:	400 WEST FIRST STREET, ELMHURST IL 60124				
Submitted By:	JIM JONES				
Date:	12/20/2011				
Telephone Number:	630) 832-4000 EXT 1236				
Mobile Telephone Number:	630) 918-9607				
Fax Number:	630) 832-0140				
E-mail Address:	JONES@ELSTONE.COM				
Authorized Signature:					

DELIVERED STONE QUOTE SUMMARY

				Aggregate Logistics	Aggregate Logistics	Elmhurst Chicago Stone	Elmhurst Chicago Stone
DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	COSTS	COSTS	COSTS	COSTS
A. CA-6 STONE	200-3000	TON	200	\$ 11.45	\$ 2,290.00	\$ 9.90	\$ 1,980.00
B. CA-7 STONE	200-3000	TON	200	\$ 14.35	\$ 2,870.00	\$ 14.15	\$ 2,830.00
TOTAL COSTS A+B				\$ 25.80	\$ 5,160.00	\$ 24.05	\$ 4,810.00
C. 6 - 8 Inch PGE	200-2000	TON	200	no bid	no bid	\$ 29.15	\$ 5,830.00
D. 10 - 12 Inch PGE	200-2000	TON	200	no bid	no bid	\$ 29.15	\$ 5,830.00
TOTAL COSTS A+B+C+D				\$ -	\$ -	\$ 58.30	\$ 11,660.00
QUOTE AWARDED ON TOTAL COST							

AGENDA MEMO**City Council****February 6, 2012****ISSUE STATEMENT**

A resolution accepting a proposal from Kieft Brothers Inc. for storm sewer structures, iron sewer grates, concrete adjusting rings as required for various Public Works projects for a period of May 1, 2012 through April 30, 2013.

RESOLUTION**BACKGROUND**

During the year the department requires the use of storm sewer structures to be used for various Public Works projects, such as storm sewer replacements, and ditching projects.

Competitive quotes were requested for the storm sewer material, and Staff received three (3) competitive quotes. See [Attachment A](#). The lowest competitive quote Kieft Brothers Inc. The request for quotes stipulated that pricing be held in place from May 1, 2012 through April 30, 2013.

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the storm structure material. The total estimated costs for all maintenance and budgetary programs for this item have been approximated to \$40,000.00 pending Capital Project budget approval.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Kieft Brothers Inc.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the February 6, 2012 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM KIEFT BROTHERS INC. FOR STORM SEWER STRUCTURES, IRON SEWER GRATES, CONCRETE ADJUSTING RINGS FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2012 THROUGH APRIL 30, 2013

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Kieft Brothers Inc. to provide storm sewer structures, iron sewer grates, concrete adjusting rings for various Public Works projects for a period of May 1, 2012 through April 30, 2013, 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 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

STORM SEWER STRUCTURES SUMMARY QUOTE REQUEST

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS
<i>EXAMPLE:</i>			15	\$ 1.00	\$ 15.00
A. EAST JORDAN HEAVY DUTY DITCH GRATE-MODEL NO 6527 OR EQUIVALENT	15 - 250	EACH	15	129. ⁰⁰	
B. TYPE A -INLETS 18-INCH O.D. X 24-INCH I.D. 24-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	15 - 250	EACH	15	65. ⁰⁰	
C. TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 24-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	15 - 250	EACH	15	69. ⁰⁰	
D. TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 30-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	10 - 250	EACH	10	80. ⁰⁰	
E. TYPE C-CATCH BASIN 30-INCH O.D. X 24-INCH I.D. 36-INCH HIGH WITH TWO HOLES-UP TO 3 HOLES MAY BE REQUIRED	5 - 100	EACH	5	88. ⁰⁰	
F. 1-INCH CONCRETE RING	8 - 100	EACH	8	10. ⁰⁰	
G. 2-INCH CONCRETE RING	5 - 100	EACH	5	11. ⁰⁰	
H. 3-INCH CONCRETE RING	5 - 100	EACH	5	12. ⁵⁰	
I. 4-INCH CONCRETE RING	5 - 100	EACH	5	15. ⁰⁰	
J. 6-INCH CONCRETE RING	5 - 100	EACH	5	19. ⁰⁰	
K. 8-INCH CONCRETE RING	5 - 100	EACH	5	26. ⁰⁰	
TOTAL COSTS A - K					
QUOTE AWARDED ON TOTAL COST					
Company Name:	KIEFT BROS				
Address:	837 S. RIVER SUBD AVE. BLUMHURST				
Submitted By:	BRIAN HAYES				
Date:	11/3/12				
Telephone Number:	630-832-8090				
Fax Number:	630-834-5705				
E-mail Address:	B.HAYES				
Authorized Signature:					

Note: Product delivery must be available within four (4) days, excluding specialized concrete products.

NO. 3771 1771 1774
KIEFT BROTHERS, INC.
JAN. 3. 2012 3:34PM

STORM SEWER STRUCTURES SUMMARY QUOTE

				Norwalk Tank Company	Norwalk Tank Company	Kieft Bros	Kieft Bros	C & M Pipe and Supply	C & M Pipe and Supply
DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE	MULTIPLIER COST	UNIT PRICE	MULTIPLIER COST	UNIT PRICE	MULTIPLIER COST
A. EAST JORDAN HEAVY DUTY DITCH GRATE-MODEL NO 6527 OR EQUIVALENT	15 - 250	EACH	15	\$ 170.50	\$ 2,557.50	\$ 129.00	\$ 1,935.00	\$ 130.00	\$ 1,950.00
B. TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 18-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	15 - 250	EACH	15	\$ 68.00	\$ 1,020.00	\$ 65.00	\$ 975.00	\$ 68.00	\$ 1,020.00
C. TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 24-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	15 - 250	EACH	15	\$ 68.00	\$ 1,020.00	\$ 69.00	\$ 1,035.00	\$ 69.00	\$ 1,035.00
D. TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 30-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	10 - 250	EACH	10	\$ 78.00	\$ 780.00	\$ 80.00	\$ 800.00	\$ 80.00	\$ 800.00
E. TYPE C-CATCH BASIN 30-INCH O.D. X 24-INCH I.D. 36-INCH HIGH WITH TWO HOLES-UP TO 3 HOLES MAY BE REQUIRED	5 - 100	EACH	5	\$ 86.50	\$ 432.50	\$ 88.00	\$ 440.00	\$ 89.00	\$ 445.00
F. 1-INCH CONCRETE RING	8 - 100	EACH	8	\$ 12.00	\$ 96.00	\$ 10.00	\$ 80.00	\$ 10.00	\$ 80.00
G. 2-INCH CONCRETE RING	5 - 100	EACH	5	\$ 10.00	\$ 50.00	\$ 11.00	\$ 55.00	\$ 11.00	\$ 55.00
H. 3-INCH CONCRETE RING	5 - 100	EACH	5	\$ 12.00	\$ 60.00	\$ 12.50	\$ 62.50	\$ 12.50	\$ 62.50
I. 4-INCH CONCRETE RING	5 - 100	EACH	5	\$ 14.00	\$ 70.00	\$ 15.00	\$ 75.00	\$ 15.00	\$ 75.00
J. 6-INCH CONCRETE RING	5 - 100	EACH	5	\$ 18.00	\$ 90.00	\$ 19.00	\$ 95.00	\$ 19.00	\$ 95.00
K. 8-INCH CONCRETE RING	5 - 100	EACH	5	\$ 25.50	\$ 127.50	\$ 26.00	\$ 130.00	\$ 25.00	\$ 125.00
TOTAL COSTS A - K				\$ 562.50	\$ 6,303.50	\$ 524.50	\$ 5,682.50	\$ 528.50	\$ 5,742.50
QUOTE AWARDED ON TOTAL COST									

Note: Product delivery must be available within four (4) days, excluding specialized concrete products.

-
AGENDA MEMO
City Council
February 6, 2012

ISSUE STATEMENT

A resolution authorizing the City Administrator to enter into an intergovernmental agreement between the Village of Downers Grove and the City of Darien, Illinois regarding the maintenance and repair of Darien vehicles.

RESOLUTION**COST COMPARISON-DG****COST ANALYSIS****BACKGROUND/HISTORY**

The Administrative/Finance Committee recommended discussing the future of fleet maintenance for the City of Darien with the entire City Council. Staff has discussed working cooperatively with Downers Grove to fill the void left when the mechanic retired. Attached are agenda memos from the two Administrative/Finance Committee meetings providing further detail. The agreement would be for a one year trial in which Darien and Downers Grove try an innovative fleet service sharing arrangement. In summary:

- Outsourcing to Downers Grove is projected to save money in the first year, with the savings accelerating in future years as the total cost of the employee is projected to increase by 30% over four years. No City of Darien employee would lose their job in this process.
- Downers Grove has a very accomplished mechanic staff and a shop with more advanced repair equipment, including a service vehicle that can complete repairs on site
- Downers Grove implements new and innovative programs that save money, including using nitrogen in tires, using old oil to heat buildings to eliminate disposal costs, and evaluating natural gas vehicles
- Downers Grove has advanced tracking and monitoring repair software that would help manage a \$3.5 million fleet
- Intergovernmental agreements with other districts and entities create efficiencies, allowing Downers Grove to assist us in managing a service that our current Darien staff has less experience in managing

The biggest challenge in sharing services is the location of the Downers Grove mechanic shop, which is approximately a 15 minute drive from City Hall. The impact of this can be reduced by having Downers Grove come to our site for many repairs. Additionally, bringing vehicles over can be coordinated with other duties. When the water department is planning on driving to 63rd street to work on a project, they can coordinate dropping off a truck nearby that needs service. The police department already regularly drives past 63rd Street to get squad cars washed, which can be coordinated with dropping off vehicles in Downers Grove. Additionally, we can drop off another car for service while picking another up, eliminating the need to have two employees involved in the process. Some of these issues will be worked out during the trial

period with Downers Grove to make sure this arrangement is beneficial to Darien.

During the January 16, 2012 City Council meeting, several of the cost and savings projections were challenged. A resident passed out sheets with numbers that excluded certain costs and made unsubstantiated assumptions. One example is eliminating vacation sell back, a basic employee cost negotiated with the bargaining unit that is budgeted and paid to employees each year. This along with a variety of other incorrect items made this resident form an opinion the program is not cost beneficial. As for some of the legitimate questions on the program, even if costs for transporting vehicles are higher and the overtime number is reduced due to lower salary employees completing the overtime, the City of Darien is still projected to save over \$20,000 the first year and over \$50,000 annually by the fourth year, assuming the number of hours the mechanic has worked in the past.

A final piece to the analysis is the current number of hours worked. The Police Department is currently in the process of receiving new squad vehicles, and the Municipal Services Department has purchased many new vehicles over the past four years. These vehicles should need fewer repairs than the old fleet. Additionally, over the past year the General Utility II worker has worked at a rate which, if matched by Downers Grove, would equate to 800 hours. If this is the correct number of hours worked, there would be an additional \$17,400 to the City of Darien.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving this resolution.

ALTERNATE CONSIDERATION

Alternate considerations would be to hire a mechanic, outsource to another governmental entity, or explore private sector options.

A RESOLUTION AUTHORIZING THE CITY ADMINISRATOR TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF DOWNERS GROVE REGARDING THE MAINTENANCE AND REPAIR OF DARIEN VEHICLES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, that the City Administrator is authorized to approve an intergovernmental agreement with the Village of Downers Grove regarding the maintenance and repair of Darien vehicles, a copy of which is attached hereto as "[Exhibit A](#)".

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,
6th day of February, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TOPSOIL QUOTE

RENEGOTIATED 01/05/12 DB

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS
EXAMPLE:			6-WHEELER-14 CUBIC YARDS	1,000	\$ 1.00	\$ 1,000.00
A. PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1000	\$1.00 Per Load \$7.15 Per Yard	\$ 7,150.00
B. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1,000	\$240. Per Load \$7.15 Per Yard	\$ 7,150.00
C. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	SEMI-20 CUBIC YARDS	1,000	\$275. Per Load \$13.75 Per Yard	\$ 13,750.00
TOTAL COSTS A+B+C						
QUOTE AWARDED ON TOTAL COST						

Company Name: Duparc Topsoil
 Address: 510 Topsoil Dr. West Chicago IL 60185
 Submitted By: Terry McCard
 Date: 12-28-11
 Telephone Number: 630-682-4800
 Mobile Telephone Number: 630-417-6177
 Fax Number: 630-231-2764
 E-mail Address: T-MCCARD@HotMail.Com
 Authorized Signature: *Terry McCard*

MULTIPLIER CHANGE DB 01/05/12

All Quotes are Tax Exempt

RENEGOTIATED	PRICING
100 Per Load	\$ 100.00
\$7.15 Per Yard	\$ 7.15
\$215. Per Load	\$ 215.00
\$15.36 Per Yard	\$ 15.36
\$255. Per Load	\$ 255.00
\$12.25 Per Yard	\$ 12.25
TOTALS	\$ 570,000
	\$ 35.25

REVISED PRICING *Terry McCard* 01/05/12

X Revised Pricing *Terry McCard* 01/05/2012

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TOPSOIL QUOTE

				DuPage Topsoil	DuPage Topsoil - Renegotiated	Tameling Industries	DAS Enterprises
DESCRIPTION	MINIMAL QUANTITY- RANGE	MAXIMUM QUANTITY- RANGE	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
A. PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	\$ 7.15	\$ 7.15	\$ 10.00	\$ 11.79
B. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	\$ 17.15	\$ 15.36	\$ 19.00	\$ 15.36
C. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	SEMI-20 CUBIC YARDS	\$ 13.75	\$ 12.75	\$ 17.00	\$ 12.75
TOTAL COSTS A+B+C				\$ 38.05	\$ 35.26	\$ 46.00	\$ 39.90
QUOTE AWARDED ON TOTAL COST							

TOPSOIL QUOTE

RENEGOTIATED 01/05/12 *DB*

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS
EXAMPLE:			6-WHEELER-14 CUBIC YARDS	1,000	\$ 1.00	\$ 1,000.00
A. PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1000	\$1.00 Per Load \$7.15 Per Yard	\$ 7,150.00
B. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1,000	\$2.40 Per Load \$17.15 Per Yard	\$ 17,150.00
C. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	SEMI-20 CUBIC YARDS	1,000	\$2.75 Per Load \$13.75 Per Yard	\$ 13,750.00
TOTAL COSTS A+B+C						

QUOTE AWARDED ON TOTAL COST

Company Name: DuPage Topsoil

Address: 510 Topsoil Dr. West Chicago IL 60185

Submitted By: Tony McCard

Date: 12-28-11

Telephone Number: 630-682-4800

Mobile Telephone Number: 630-417-6177

Fax Number: 630-231-2764

E-mail Address: T-MCCARD@HotMail.Com

Authorized Signature: Tony McCard

MULTIPLIER ~~ERRATA~~ *DB* 01/05/12

All Quotes are Tax Exempt

RENEGOTIATED	PRICING
1.00 Per Load	\$ 100.00
\$7.15 Per Yard	\$ 7.15
\$2.15 Per Load	\$ 215.00
\$15.36 Per Yard	\$ 15.36
\$2.55 Per Load	\$ 255.00
\$12.25 Per Yard	\$ 12.25
TOTALS	\$ 570.00
	<u>\$ 35.25</u>

REVISED PRICING *DB* 01/05/12

X Revised Pricing *Tn* 01/05/2012

Small text at bottom left: *Standard Contract Conditions for Topsoil (2011) Rev. 01/11*

AGENDA MEMO
City Council
February 6, 2012

ISSUE STATEMENT

The City Council is requested to approve an ordinance authorizing the sale of surplus property.

ORDINANCE

BACKGROUND/HISTORY

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

1. 2000 Dodge Durango, VIN #1B4HS28N8YF278191, mileage 117,454
2. 2003 Chevrolet Trailblazer, VIN #1GNDDT13S732401413, mileage 184,187
3. 2000 Buick LeSabre, VIN #1G4HP54K9Y4239022, mileage 176,979

The above items are seizure vehicles that were forfeited to the City of Darien by the Circuit Court of DuPage County. These vehicles have no use in City service.

The following items are surplus property that is no longer useful to the City of Darien.

Number	Description
8	Strobe Lightbars – obsolete
10	Cage Partitions – won't fit new squads
10	Consoles – different in new squads
30	Used Antennas
8	Slid out radio trays – only work in Crown Victorias
10	Dome Lights
14	Used Stalker radar units
1	Speed Gun
1	Radar Trailer
2	Battery operated radar guns
15	Strobe power supply
Assorted	Strobe tubes/parts/lights
16	Used OEM MDC computers
Assorted	Hardware
16	Siren speakers
20	Siren/light controllers
10	VHS Tapes
1	Toshiba VCR
1	Box Staple's Brand Thermal Fax Rolls (4 Rolls)
1	Blackburn bicycle air pump

10

Assorted Nextel phones with accessories. Some broken

The following are vehicles that are being replaced by the new fleet.

YEAR	MODEL	VIN NUMBER	MILEAGE
2006	Expedition	1FMPU16516LA93481	108,730
2004	Crown Victoria	2FAFP71W64X100845	142,232
2007	Crown Victoria	2FAFP71W07X102045	114,866
2004	Crown Victoria	2FAFP71W34X100852	204,132
2004	Crown Victoria	2FAFP71W54X100853	137,849
2004	Crown Victoria	2FAFP71W84X100846	93,488
2007	Crown Victoria	2FAFP71W97X102044	94,806
1996	Chevrolet Van	1GBDM19WXTB167238	Unknown, Seizure
2004	Crown Victoria	2FAFP71WX4X100847	93,223

The staff is requesting that all the above property be declared as surplus and auctioned by Public Surplus or disposed of.

STAFF/COMMITTEE RECOMMENDATION

At their February 2, 2012, meeting, the Police Committee unanimously approved of the items listed above to be declared surplus property and be auctioned using Public Surplus or be 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 February 6, 2012 City Council Agenda for formal approval.

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 6th DAY OF FEBRUARY, 2012

**Published in pamphlet form by authority of the
Mayor and City Council of the City of Darien,
DuPage County, Illinois, this _____ day of
_____, 2012.**

**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.

1. 2000 Dodge Durango, VIN #1B4HS28N8YF278191, mileage 117,454
2. 2003 Chevrolet Trailblazer, VIN #1GNDDT13S732401413, mileage 184,187
3. 2000 Buick LeSabre, VIN #1G4HP54K9Y4239022, mileage 176,979

Number	Description
8	Strobe Lightbars – obsolete
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2	Battery operated radar guns
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10	VHS Tapes
1	Toshiba VCR
1	Box Staple's Brand Thermal Fax Rolls (4 Rolls)
1	Blackburn bicycle air pump
10	Assorted Nextel phones with accessories. Some broken

SECTION 2: The City Administrator is hereby authorized and directed to sell the aforementioned personal property, now owned by the City of Darien. Item 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.

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 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

-
-
-

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
February 6, 2012

ISSUE STATEMENT

An ordinance amending Title 6C "Water Division" by adding new Chapter 5, Regulation of Potable Water Supply Wells.

ORDINANCE

BACKGROUND/HISTORY

Currently the City of Darien does not have an ordinance restricting new wells to be used as a potable water source. There are some existing homes on wells, which could be a potential threat to human health if the groundwater is contaminated with a chemical. The existing homes would be able to maintain their wells, but no future potable water wells would be allowed in Darien. Wells used for purposes other than potable water, including watering grass, would also not be restricted.

Passage of this ordinance also eliminates a step in the environmental cleanup of the property owned by the City of Darien at Plainfield Road and Cass Avenue. Although the groundwater underneath the property has been tested and registers below standards accepted by the Environmental Protection Agency, property owners of contaminated properties in communities without such an ordinance need to complete plans to eliminate threats due to the possibility the groundwater would later be used as potable water.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving this resolution.

ALTERNATE CONSIDERATION

Not approving the resolution would be an alternate consideration.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 6C, "WATER DIVISION,"
BY ADDING NEW CHAPTER 5, REGULATION OF
POTABLE WATER SUPPLY WELLS", THERETO**

ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN
THIS 6th DAY OF FEBRUARY, 2012.

**Published
in
pamphlet
form
by
authority
of
the
Mayor
and
City**

**Council
of
the
City
of
Darien,
DuPage
County,
Illinois,
this
____ day
of
_____,
2012.**

**AN ORDINANCE AMENDING TITLE 6C, "WATER DIVISION,"
BY ADDING NEW CHAPTER 5, REGULATION OF
POTABLE WATER SUPPLY WELLS", THERETO**

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

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

WHEREAS, certain properties in the City have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentration of certain chemical constituents in the groundwater beneath the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620, or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents.

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

SECTION 1: Title 6C, "Water Division," of the City of Darien City Code, as amended, is hereby further amended by adding new Chapter 5, "Regulation of Potable Water Supply Wells," to read as follows:

CHAPTER 5

REGULATION OF POTABLE WATER SUPPLY WELLS

SECTION:

- 6C-5-1: Title
 6C-5-2: Definitions
 6C-5-3: Use of Groundwater As A Potable Water Supply Prohibited
 6C-5-4: Penalty

6C-5-1: **TITLE:** This Chapter shall be known as *REGULATION OF POTABLE WATER SUPPLY WELLS*.

6C-5-2: **DEFINITIONS:** As used herein, the following terms shall have the meanings hereinafter ascribed to each term:

PERSON: Any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

POTABLE WATER: Any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

6C-5-3: **USE OF GROUND WATER AS A POTABLE WATER SUPPLY**

PROHIBITED: Except for such uses or methods in existence before the effective date of this Chapter, the use or attempt to use as a potable water supply groundwater from within the corporate limits of the City of Darien, as a potable water supply, by installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes the City of Darien and any other unit of local government.

6C-5-4: **PENALTY:** Any person violating the provisions of this Chapter shall be subject to a fine of not less than Seventy-Five Dollars (\$75.00) nor more than Seven Hundred Fifty Dollars (\$750.00) for each such violation. A separate violation shall be deemed committed on each day during or on which a violation occurs or continues.

SECTION 2: Repealer. Any ordinance or part of any ordinance that conflicts with the provisions of this Ordinance is hereby repealed insofar as it is in conflict with this Ordinance.

SECTION 3: Severability. If any provision of this Ordinance or its application to any person or under any circumstances is adjudicated invalid of a court having competent jurisdiction, such adjudication shall not affect the validity of the Ordinance as a whole or any portion not adjudicated invalid.

SECTION 4: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of

current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,
this 6th day of February, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

-
AGENDA MEMO
City Council
February 6, 2012

ISSUE STATEMENT

A resolution authorizing the City Administrator to enter into an intergovernmental agreement between the Village of Downers Grove and the City of Darien, Illinois regarding the maintenance and repair of Darien vehicles.

RESOLUTION**COST COMPARISON-DG****COST ANALYSIS****BACKGROUND/HISTORY**

The Administrative/Finance Committee recommended discussing the future of fleet maintenance for the City of Darien with the entire City Council. Staff has discussed working cooperatively with Downers Grove to fill the void left when the mechanic retired. Attached are agenda memos from the two Administrative/Finance Committee meetings providing further detail. The agreement would be for a one year trial in which Darien and Downers Grove try an innovative fleet service sharing arrangement. In summary:

- Outsourcing to Downers Grove is projected to save money in the first year, with the savings accelerating in future years as the total cost of the employee is projected to increase by 30% over four years. No City of Darien employee would lose their job in this process.
- Downers Grove has a very accomplished mechanic staff and a shop with more advanced repair equipment, including a service vehicle that can complete repairs on site
- Downers Grove implements new and innovative programs that save money, including using nitrogen in tires, using old oil to heat buildings to eliminate disposal costs, and evaluating natural gas vehicles
- Downers Grove has advanced tracking and monitoring repair software that would help manage a \$3.5 million fleet
- Intergovernmental agreements with other districts and entities create efficiencies, allowing Downers Grove to assist us in managing a service that our current Darien staff has less experience in managing

The biggest challenge in sharing services is the location of the Downers Grove mechanic shop, which is approximately a 15 minute drive from City Hall. The impact of this can be reduced by having Downers Grove come to our site for many repairs. Additionally, bringing vehicles over can be coordinated with other duties. When the water department is planning on driving to 63rd street to work on a project, they can coordinate dropping off a truck nearby that needs service. The police department already regularly drives past 63rd Street to get squad cars washed, which can be coordinated with dropping off vehicles in Downers Grove. Additionally, we can drop off another car for service while picking another up, eliminating the need to have two employees involved in the process. Some of these issues will be worked out during the trial

period with Downers Grove to make sure this arrangement is beneficial to Darien.

During the January 16, 2012 City Council meeting, several of the cost and savings projections were challenged. A resident passed out sheets with numbers that excluded certain costs and made unsubstantiated assumptions. One example is eliminating vacation sell back, a basic employee cost negotiated with the bargaining unit that is budgeted and paid to employees each year. This along with a variety of other incorrect items made this resident form an opinion the program is not cost beneficial. As for some of the legitimate questions on the program, even if costs for transporting vehicles are higher and the overtime number is reduced due to lower salary employees completing the overtime, the City of Darien is still projected to save over \$20,000 the first year and over \$50,000 annually by the fourth year, assuming the number of hours the mechanic has worked in the past.

A final piece to the analysis is the current number of hours worked. The Police Department is currently in the process of receiving new squad vehicles, and the Municipal Services Department has purchased many new vehicles over the past four years. These vehicles should need fewer repairs than the old fleet. Additionally, over the past year the General Utility II worker has worked at a rate which, if matched by Downers Grove, would equate to 800 hours. If this is the correct number of hours worked, there would be an additional \$17,400 to the City of Darien.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving this resolution.

ALTERNATE CONSIDERATION

Alternate considerations would be to hire a mechanic, outsource to another governmental entity, or explore private sector options.

A RESOLUTION AUTHORIZING THE CITY ADMINISRATOR TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF DOWNERS GROVE REGARDING THE MAINTENANCE AND REPAIR OF DARIEN VEHICLES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, that the City Administrator is authorized to approve an intergovernmental agreement with the Village of Downers Grove regarding the maintenance and repair of Darien vehicles, a copy of which is attached hereto as "[Exhibit A](#)".

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of February, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, 6th day of February, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF DOWNERS GROVE AND THE CITY OF DARIEN, ILLINOIS REGARDING THE
MAINTENANCE
AND REPAIR OF DARIEN VEHICLES**

THIS INTERGOVERNMENTAL AGREEMENT entered into this _____ day of _____, 2011, by and between the VILLAGE OF DOWNERS GROVE, ILLINOIS, an Illinois municipal corporation, with offices at 801 Burlington Avenue, Downers Grove, Illinois (hereinafter referred to as "Village"), and the CITY OF DARIEN, ILLINOIS, with offices at _____, Darien, Illinois (hereinafter referred to as "Darien"),

WITNESSETH

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract with one another to perform any activity authorized by law; and

WHEREAS, the Village has in-house fleet services (hereinafter referred to as "Village Fleet Services") to maintain and repair its own vehicles;

WHEREAS, Darien owns vehicles, but does not have in-house personnel to maintain and repair said vehicles, and wishes to contract with the Village for said fleet services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein set forth, the parties hereto agree as follows:

1. The provisions set forth in the preamble are incorporated into and made a part of this Agreement.
2. The Village agrees to perform periodic repair and maintenance work on the vehicles owned by Darien. (See Service Level Expectations attached hereto and incorporated as though fully set forth herein as [Exhibit "A"](#).) The services will be performed at the Village's maintenance garage and it shall be the responsibility of Darien, at its sole expense, to bring the vehicles to the garage for service work. Darien shall provide the Village a list of employees authorized to initiate repair work to be performed by Village Fleet Services.
3. Prior to performing any fleet services or ordering parts or materials for any vehicle, the Village shall provide Darien with an estimate of the total cost of work. Darien shall pay to the Village \$87.00 an hour for the first 1,100 hours of service and \$45.00 an hour in excess of 1,100 hours for services performed by Village Fleet Services personnel. Darien shall pay to the Village the actual costs for parts, materials or outside

services. Darien will be informed in writing of any rate changes at least sixty (60) days in advance of the effective date of the rate changes.

4. The Village will invoice Darien on a monthly basis. Darien agrees to pay the Village invoices for repairs and maintenance pursuant to the terms of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

In the event that Darien defaults in any of its obligations to the Village, Darien shall pay the Village reasonable attorneys' fees, costs and expenses expended by the Village to collect the amount owed.

5. Warranties on parts and materials, if any, shall only be as long as the warranties provided by the manufacturers. All other warranties, express or implied, or any other representations, promises or statements are hereby disclaimed and disavowed by the Village.

6. Except in cases of sole negligence, the Village of Downers Grove shall not be liable for any damages in an amount exceeding the monies paid by Darien to the Village for labor, parts, and materials expended. Darien hereby waives, and in no event shall the Village be liable for, any and all claims for special, incidental, consequential or punitive damages from the Village, its officers, employees and agents except in cases of sole negligence.

7. Each Party to this Agreement shall continue to procure and maintain, at its sole and exclusive expense, insurance coverage including comprehensive liability, contractual liability, personal injury, and property damage with such limits of coverage and deductibles as are prudent and reasonable for the protection of its own vehicles, apparatus, equipment or facilities. Darien agrees that its insurance coverage on its vehicles shall be considered to be the primary coverage for those vehicles for all purposes.

8. In the event that Darien cancels a request for service for maintenance or repairs after parts and/or materials are ordered, Darien is responsible to pay the Village the applicable restocking fee, if one exists, for returnable parts and materials and one hundred percent (100%) of the cost of parts and materials that cannot be returned.

9. Subject to Paragraph 6 above, each Party agrees to defend, indemnify and hold harmless the elected and appointed officials and all other agents, representatives and employees of the other Party, against any claim, suit or cause of action arising out of the Party's own negligence, willful, wanton, or intentional acts and/or omissions under this Agreement. Each Party agrees to raise as defenses before any court any respective governmental tort immunities provided by law.

10. The term of this Agreement shall be one (1) year from the effective date hereof. This Agreement will

automatically renew for one (1) year terms unless either Party provides thirty (30) days' written notice of termination. Either Party may terminate this Agreement for any reason at any time upon delivery of a written notice to the other Party at least thirty (30) days before the intended termination date. Such notice shall be either personally delivered or sent by certified mail, return receipt requested.

11. Darien and Downers Grove shall, as parties to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) Darien and Downers Grove certify that they are an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of this Agreement.
- (c) Darien and Downers Grove shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

12. In the event of Darien or Downers Grove's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Darien and Downers Grove agree as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

13. Darien and Downers Grove, as parties to a public contract, shall have a written sexual harassment policy that:

- a. Notes the illegality of sexual harassment;
- b. Sets forth the State law definition of sexual harassment;
- c. Describes sexual harassment utilizing examples;
- d. Describes Darien or Downers Grove's internal complaint process including penalties;

- e. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- f. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

14. Darien and Downers Grove, as parties to a public contract, certify and agree that they will provide a drug free workplace by:

- a. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Darien's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Darien's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- c. Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

15. This Agreement represents the entire agreement between the parties. This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution. This Agreement shall be binding upon any successors or assigns to either Party to this Agreement.

16. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State

of Illinois. The forum for any legal disputes between the Village and Darien shall be DuPage County, Illinois.

17. Any statement or writing to be presented to a Party hereunder shall be so presented by personal delivery or by deposit in the United States mail, with postage properly prepaid, and properly addressed to the offices of the other Party, as listed above, and shall be deemed presented on date of postmark.

18. If any section, paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization have executed this Agreement on the date first written above.

CITY OF DARIEN, ILLINOIS

VILLAGE OF DOWNERS GROVE

Mayor

Mayor

ATTEST:

ATTEST:

City Clerk

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF DOWNERS GROVE AND THE CITY OF DARIEN, ILLINOIS REGARDING THE
MAINTENANCE
AND REPAIR OF DARIEN VEHICLES**

THIS INTERGOVERNMENTAL AGREEMENT entered into this _____ day of _____, 2011, by and between the VILLAGE OF DOWNERS GROVE, ILLINOIS, an Illinois municipal corporation, with offices at 801 Burlington Avenue, Downers Grove, Illinois (hereinafter referred to as "Village"), and the CITY OF DARIEN, ILLINOIS, with offices at _____, Darien, Illinois (hereinafter referred to as "Darien"),

WITNESSETH

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract with one another to perform any activity authorized by law; and

WHEREAS, the Village has in-house fleet services (hereinafter referred to as "Village Fleet Services") to maintain and repair its own vehicles;

WHEREAS, Darien owns vehicles, but does not have in-house personnel to maintain and repair said vehicles, and wishes to contract with the Village for said fleet services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein set forth, the parties hereto agree as follows:

1. The provisions set forth in the preamble are incorporated into and made a part of this Agreement.
2. The Village agrees to perform periodic repair and maintenance work on the vehicles owned by Darien. (See Service Level Expectations attached hereto and incorporated as though fully set forth herein as [Exhibit "A"](#).) The services will be performed at the Village's maintenance garage and it shall be the responsibility of Darien, at its sole expense, to bring the vehicles to the garage for service work. Darien shall provide the Village a list of employees authorized to initiate repair work to be performed by Village Fleet Services.
3. Prior to performing any fleet services or ordering parts or materials for any vehicle, the Village shall provide Darien with an estimate of the total cost of work. Darien shall pay to the Village \$87.00 an hour for the first 1,100 hours of service and \$45.00 an hour in excess of 1,100 hours for services performed by Village Fleet Services personnel. Darien shall pay to the Village the actual costs for parts, materials or outside

services. Darien will be informed in writing of any rate changes at least sixty (60) days in advance of the effective date of the rate changes.

4. The Village will invoice Darien on a monthly basis. Darien agrees to pay the Village invoices for repairs and maintenance pursuant to the terms of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

In the event that Darien defaults in any of its obligations to the Village, Darien shall pay the Village reasonable attorneys' fees, costs and expenses expended by the Village to collect the amount owed.

5. Warranties on parts and materials, if any, shall only be as long as the warranties provided by the manufacturers. All other warranties, express or implied, or any other representations, promises or statements are hereby disclaimed and disavowed by the Village.

6. Except in cases of sole negligence, the Village of Downers Grove shall not be liable for any damages in an amount exceeding the monies paid by Darien to the Village for labor, parts, and materials expended. Darien hereby waives, and in no event shall the Village be liable for, any and all claims for special, incidental, consequential or punitive damages from the Village, its officers, employees and agents except in cases of sole negligence.

7. Each Party to this Agreement shall continue to procure and maintain, at its sole and exclusive expense, insurance coverage including comprehensive liability, contractual liability, personal injury, and property damage with such limits of coverage and deductibles as are prudent and reasonable for the protection of its own vehicles, apparatus, equipment or facilities. Darien agrees that its insurance coverage on its vehicles shall be considered to be the primary coverage for those vehicles for all purposes.

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CITY OF DARIEN, ILLINOIS

VILLAGE OF DOWNERS GROVE

Mayor

Mayor

ATTEST:

ATTEST:

City Clerk

Village Clerk

Cost Comparison - Top Scale Mechanic vs. Downers Grove

Mechanic Costs - Final Step

Salary	77,419		
IMRF	9205.12		
Medicare	1122.58		
FICA	4799.98		
Medical Insurance	17190		
Life Insurance	184	Total S&B	109,921
Overtime	8,241.34		
OTIMRF	979.90		
OTFICA	510.96		
OTMedicare	119.50	Total OT	9,851.70
Vacation	2,978		
VacIMRF	354.08		
VacFICA	184.64		
VacMedicare	43.18	Total Vacation	3,560
Uniform	475		
Boots	200		
Tools	1100		
Parts & Equipment Projected	33500	Total Equip	35275
		Total Value	158,607

**** Does not include**

- Sick Time Payout - City paid \$19,022.61 last year
- Building Costs - Includes lifts, garage space, office, etc.
- Liability & WC Insurance - Insurance increased last two years due to claims
- Computer & Diagnostic Equipment

Downers Grove - 1541 Hours

Labor Costs	\$115,545
Vehicle Transportation (500 Hours @ \$10/hr)	\$5,000
Projected parts and equipment	\$25,125
TOTAL	\$145,670

Downers Grove - 1180 Hours

Labor Costs	\$99,300
Vehicle Transportation (500 Hours @ \$10/hr)	\$5,000
Projected parts and equipment	\$25,125
TOTAL	\$129,425

Downers Grove - 1000 Hours

Labor Costs	\$87,000
Vehicle Transportation (500 Hours @ \$10/hr)	\$5,000
Projected parts and equipment	\$25,125
TOTAL	\$117,125

Downers Grove - 800 Hours

Labor Costs	\$69,600
Vehicle Transportation (500 Hours @ \$10/hr)	\$5,000
Projected parts and equipment	\$25,125
TOTAL	\$99,725

Cost Analysis - Total Cost of Hiring Mechanic Step Below Midlevel

Mechanic Costs - Midlevel Start 2012

Salary	66,138		
IMRF	8359.84		
Medicare	959.00		
FICA	4100.56		
Medical Insurance	17190		
Life Insurance	184	Total S&B	96,931
Overtime	7,058.00		
OTIMRF	839.20		
OTFICA	437.60		
OTMedicare	102.34	Total OT	8,437.13
Vacation	2,544		
VacIMRF	302.48		
VacFICA	157.73		
VacMedicare	36.89	Total Vacation	3,041
Uniform	475		
Boots	200		
Tools	1100		
Parts & Equipment Projected	33500	Total Equip	35275
		Total Cost	143,685

Mechanic Costs - Fourth Year

Salary	83,800		
IMRF	10592.32		
Medicare	1215.10		
FICA	5195.60		
Medical Insurance	25,168		
Life Insurance	184	Total S&B	126,155
Overtime	8,944.00		
OTIMRF	1063.44		
OTFICA	554.53		
OTMedicare	129.69	Total OT	10,691.66
Vacation	3,223		
VacIMRF	383.21		
VacFICA	199.83		
VacMedicare	46.73	Total Vacation	3,853
Uniform	475		
Boots	200		
Tools	1100		
Parts & Equipment Projected	33500	Total Equip	35275
		Total Value	175,974

** Assumes 2% increases out to the fourth year and 10% increases in health insurance each year, no increase in boots, tools, or parts and equipment