

**AGENDA**  
**Municipal Services Committee**  
**February 25, 2019**  
**6:30 P.M. – Council Chambers**

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **Old Business**
  - a. **Discussion V-** Final-Refuse Container-Consideration of an Ordinance to amend the City Code provisions on storage of refuse containers in residential areas.
  - b. **Discussion** - Update I-Approval of a text amendment to Section 9-1 of the City Code adding restrictions regarding the idling of vehicles.
4. **New Business**
  - a. **Resolution** - Approval of a resolution for the 2019 City of Darien Zoning Map for publication.
  - b. **Ordinance** - Approval of an ordinance granting an extension to the PUD amendment for the AMVETS Collection Center in the Darien Towne Center shopping center.
  - c. **Resolution** - Consideration of a request by DuPage Public Safety Communications (DUCOMM) to approve their IGA regarding their equipment on the City cell towers at 1041 S. Frontage Road.
  - d. **Ordinance** - Approval of an ordinance authorizing the disposal of surplus property
  - e. **Resolution** – Approval of a resolution authorizing the Mayor to execute a contract for the 2018 Street Maintenance project between the City of Darien and Brothers Asphalt Paving, Inc. The following schedule of pricing: base bid - \$1,413,669.00; alternate 1 - Summit Road - \$ 93,892.40; alternate 2 – patching - \$58,500.00; for a total of \$1,566,061.40.
  - f. **Resolution** – Authorizing the Mayor to execute a contract extension with Rag’s Electric, Inc., for the 2019/20 Street Light Maintenance Contract beginning May 1, 2019 through April 30, 2020.
  - g. **Resolution** - Accepting a proposal from Norwalk Tank Company for 36-inch High Density Polyethylene Pipes, as required for various Public Works projects.
  - h. **Minutes – January 28, 2019** Municipal Services Committee
5. **Director’s Report**
6. **Next scheduled meeting – March 25, 2019**
7. **Adjournment**

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**February 25, 2019**

**Issue Statement**

*Discussion V- Final-Refuse Container-Consideration of an Ordinance to amend the City Code provisions on storage of refuse containers in residential areas.*

***Update is emphasized in Italics***

**Background**

The request is detailed in an email from Alderman Lester Vaughan dated August 7, 2018. See Attachment A. In summary, he is suggesting that an exemption be given to those houses to allow storage of refuse containers in front where side or rear locations are not 'practicable or reasonable'.

Current Code Section 7-1-5 requires single family detached houses keep refuse, recyclable, and compostable materials in containers and the containers are not to be stored between house and street except on pick-up days. Section 5A-10-7 requires multi-family to store refuse in containers in enclosures in the rear yard and setback at least 5 feet from property lines and screened by landscaping. See Attachment B - DARIEN CODES.

The following estimates were based on staff observations of single family areas.

- 80-90 % are in compliance – houses with raised side yards store their containers in side or rear yard or in garage – some have made improvements such as walkways or terraces in the side yard that make storage easier
- 5-10 % are not in compliance - but have relatively flat lots with no impediment to storing containers in side or rear yards
- 5-10 % are not in compliance - have a side yard with raised grades next to their attached garage
- <1 % are not in compliance - they have low fence screens in front – most of these screens do not completely block views of the containers from the street.

See Attachment C - PHOTOS.

This item was discussed at the 8.27.18 MSC meeting and more information on options was requested.

- See Attachment D - SURVEY of similar codes from surrounding towns. In summary, Woodridge and Willowbrook require storage in side or rear yards. Lisle requires storage in an inconspicuous place. Lisle and Westmont require storage that is not a nuisance to neighbors. Downers Grove has no storage location restrictions.
- See Attachment E - SHED INFO SHEET. Such a structure in front of a house could screen the refuse containers from view.

## **UPDATE MUNICIPAL SERVICES COMMITTEE 10-22-18**

This item was last discussed at the 9.24.18 MSC meeting as an update. The Committee directed Staff to provide additional specifications for the enclosure.

Staff has been working with Home Depot to secure a uniform enclosure that could be utilized by properties that are identified to have a hardship of placing their trash and recycling receptacles along the side of their residence. *The proposed models of the enclosure are attached and labeled as Attachment III-1 and Attachment III-2. The specifications for the enclosures are attached and labeled as Attachment III-3 and Attachment III-4.*

The cost of the enclosure is \$368 plus tax and requires assembly. Home Depot is currently speaking with the Bid Room for additional savings on the purchase of the sheds by Darien residents. It is anticipated there may be approximately 200-250 residents that may want to participate. Additionally, the assembly service could be provided by local handyman and is estimated that the cost for assembly would be \$75-100.

### **Recommendation**

Staff is requesting to discuss the following,

1. No code amendment, Staff to continue enforcement as violations are identified.
2. Consideration of a code amendment as it applies to homes that have a grade variation adjacent to the side of their homes. These homes would be allowed to store trash containers within a storage shed in the front of their home.
3. Consideration for approval of the proposed storage shed for trash receptacles.

## **UPDATE MUNICIPAL SERVICES COMMITTEE 01-28-19**

### **Additional Background**

The City Council discussed this item informally at the December meeting. During a brief discussion, the Council agreed that any decision made be uniform throughout the City. The final decision made is to allow all residents the ability to purchase the proposed enclosure, as per the above Attachment III-1, and to allow placement of the enclosures fronting the front yard and adjacent to the residence.

### **Recommendation**

The Municipal Services Committee is requested to review the following proposed protocol:

1. Amendment of City Code Section 7-1-5;  
Section 7-1-5 requires single-family detached houses keep refuse, recyclable, and

compostable materials in containers and the containers are not to be stored between house and street except on pick-up days.

Refuse and recyclable containers may be stored in a uniform storage enclosure. The storage enclosures are manufactured by Suncoast Corporation and the Model numbers are BMS4700 and BMS3400. The products is available through Home Depot, Pro Desk Services, at a discounted price for Darien residents.

Multi-family to store refuse in containers in enclosures in the rear yard and setback at least 5 feet from property lines and screened by landscaping.

### **Alternate Decision Mode**

1. No code amendment, Staff to continue enforcement as violations are identified.

Pending decision mode, Staff will prepare the Ordinance and forward the item to the City Council for formal consideration.

### ***UPDATE MUNICIPAL SERVICES COMMITTEE 02-25-19***

1. *The following update includes a revised trash storage enclosure to accommodate the smaller trash receptacles. Staff has reviewed the specifications for all trash carts utilized by the City and is recommending the following mandatory trash enclosures for residents that would like to store their trash receptacles within the front of their homes:*

*Manufacturer-Suncoast Corporation*

*Model No-BMS3400*

*The Model BMS3400 will accommodate up to one, (1) 65-gallon and one (1) 35-gallon trash carts.*

*Model No-BMS4700*

*The Model BMS4700 will accommodate up to two, (2) 95-gallon trash carts.*

*Dimensions for the 35, 65, and 95-gallon refuse containers are as follows:*

*35-gallon Height 37.5 inches, Width 19 inches, Depth 32.75 inches*

*65-gallon Height 41.5 inches, Width 24 inches, Depth 27 inches*

*95-gallon Height 46 inches, Width 26 inches, Depth 34.5 inches*

*The product may be purchased at the Darien Home Depot, Pro Services Desk at the following discounted pricing:*

*Model No-BMS3400 \$224.10 + Tax*

*Model No-BMS4700 \$349.00 + Tax*

*The above enclosures may also be purchased through other retail outlets. All enclosures require assembly.*

- 2. The Municipal Services Committee is requested to review the following proposed amendment:*

*Amendment of City Code Section 7-1-5;*

*Section 7-1-5 requires single-family detached houses keep refuse, recyclable, and compostable materials in containers and the containers are not to be stored between house and street except on pick-up days.*

*An exception for single-family homes is that storage containers for refuse, recyclables, and compostable materials may be placed in storage enclosures located in the front or corner side yard adjacent to homes. Said enclosure must adhere to the specifications on file.*

*Multi-family to store refuse in containers in enclosures in the rear yard and setback at least 5 feet from property lines and screened by landscaping.*

**Alternate Consideration**

*As directed by the Committee.*

**Decision Mode**

*This item will be placed on the March 4, 2019, City Council agenda for formal consideration.*

**Steven Manning**

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**From:** Steven Manning  
**Sent:** Tuesday, September 18, 2018 11:15 AM  
**To:** Steven Manning  
**Subject:** RE: Request for Amendment to Section 7-1-5 Code

**From:** Lester Vaughan <[lester.vaughan@gmail.com](mailto:lester.vaughan@gmail.com)>  
**Date:** August 7, 2018 at 7:20:27 AM CDT  
**To:** Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
**Subject:** Fwd: Request for Amendment to Section 7-1-5 Code

Hi Dan.

Good morning. Below is an overview of the Amendment I proposed last night. Let me know if you have any questions or concerns.

Several residents on Maple in Ward 2 are having issues with their garbage can placement. This is because they live in raised-ranch style homes which don't naturally permit for storage of cans anywhere convenient except for the front of their homes. This is in violation of section 7-1-5 of the Darien City Code which provides in Section B that "It shall be unlawful to place such [garbage] containers anywhere between the front of the main building, or the side when facing the street, and the street, except during the [24 hours before/after trash collection days]."

Some of the Maple Lane residents have voiced their frustration and complaint to me, some have been ticketed for noncompliance, and some have complied in the past week, keeping their cans in different locations. It is clear, though, that there is an ongoing issue with residents in the raised-ranch style home. I think its something we need to address as the City Council.

I would propose amending the existing statute to allow for an exemption to this provision. I am not entirely sure how it would work, and defer to the experience and expertise of others on this point, but I do feel strongly we should do something to try and accommodate the needs of these residents.

The statute is copied below for your convenience, and I suggest we amend the statute to provide a section (C) that has language to the effect of:

(C) An exemption to subsection (B) may be obtained at the discretion of [The City of Darien/Darien Municipal Services] upon a finding that it is not practicable and/or reasonably possible for a resident to store their containers anywhere but the prohibited areas outlined in subsection (B). A resident seeking an exemption shall provide a request in writing to [INSERT DEPT/PERSON]... The City of Darien shall work with the resident to determine the most reasonable and practicable location for the containers and the exemption to 7-1-5(B) is at the discretion of the City of Darien.

Obviously, this language is a starting point, but I wanted to get the conversation going and see how I can best advocate for the residents in my ward facing this dilemma. I look forward to your thoughts and to moving forward.

Please let me know if you have any questions or concerns. I look forward to hearing from you soon.

Best Regards,

Lester Vaughan, Alderman Ward 2

## DARIEN CODES – REFUSE CONTAINERS

### 7-1-5:

Notwithstanding any other provision of this Code, garbage, refuse, recyclables, compostable materials and similar items may be placed on parkways in the City only to facilitate their removal by licensed scavengers, and only if the following provisions are observed by the person placing or causing to be placed on the parkways items of refuse or compostable materials:

(A) Any refuse, recyclables, or compostable materials placed on the parkway shall be stored in containers or otherwise appropriately secured to ensure that debris or refuse is not scattered by weather, animals, or other causes.

(B) Refuse, recyclables or compostable materials stored in approved containers such as kraft bags, may be placed on the parkway twenty four (24) hours before the scheduled scavenger service and containers used to store these items shall be removed from the parkway twenty four (24) hours after said scavenger service. It shall be unlawful to place such containers anywhere between the front of the main building, or the side when facing the street, and the street, except during the times specified hereinabove. (Ord. 0-37-90, 6-18-1990)

### 5A-10-7:

(B) Refuse Disposal Facilities And Required Landscaping: Suitable areas for the storage of trash shall generally be provided in the rear yard, subject to approval by the Zoning Enforcement Officer, and shall be designed and constructed as to allow no view of the trash storage from the street, to prevent waste from blowing around the site or onto adjacent properties or public rights of way, and to permit safe, easy removal of trash by truck or hand, and shall comply with the following:

1. Refuse disposal facilities landscaping shall be provided on two (2) sides of any required refuse disposal area immediately adjoining a building, and on three (3) sides of any freestanding refuse disposal area.
2. Refuse disposal facilities landscaping shall be located in a planting bed a minimum of ten feet (10') in width adjacent to any structure, except that a planting bed, five feet (5') in width, shall be allowed when a refuse disposal area is setback five feet (5') from a rear or side lot line in compliance with Section 5A-5-9 of this Title.
3. The required refuse disposal facilities landscaping shall remain open and free of all paving.
4. Refuse disposal facilities landscaping shall be comprised of a combination of shade trees, ornamental trees, evergreens, shrubs, and ground cover. (Ord. 0-03-00, 4-3-2000)



08/14/2018 22:39





08/14/2018 22:50



08/14/2018 23:12



## SURVEY of REFUSE CONTAINER STORAGE CODES scm 9.5.18

## Woodridge

4-2-2-1 (B): Waste containers, landscape waste units and landscape waste totes and recycling containers are to be stored at the side or rear of the residence, except from three o'clock (3:00) P.M. on the day prior to collection to eight o'clock (8:00) P.M. on the day of collection, when said waste containers, landscape waste units, landscape waste totes and recycling containers may be placed at the curb.

## Willowbrook

6-6-4 (B) 2: Approved landscape waste containers, approved garbage containers, approved recyclable containers and bulk items are to be stored at the side or rear of the residence except from three o'clock (3:00) P.M. on the day prior to collection to seven o'clock (7:00) P.M. on the day of collection, when said approved landscape waste containers, approved garbage containers, approved recyclable containers and bulk items may be placed at the curb.

## Downers Grove

Section 13.49 (c): Refuse, recyclables or compostable materials stored in containers or otherwise appropriately secured, may be placed on the parkway after 12:00 noon the day preceding scavenger service. Refuse, recyclables, compostable materials and containers used to store these items shall be removed from the parkway by 12:00 midnight of the day of scavenger service.

## Westmont

Sec. 66-4 (f) 3: No container used for storage, collection, or removal of garbage or other refuse shall be placed so as to constitute a nuisance to adjacent owners and occupants.

## Lisle

8-2-2 (B): Deposits In Streets: Except recyclables which are regulated by subsection (E) of this section, no waste of any kind shall be deposited in any street, alley or public way, excepting waste wrapped in tightly closed and tied plastic bags or placed in a tote and maintained in good order and in an inconspicuous place so as not to create a nuisance to neighbors, by the owner or occupant of residential or commercial unit in the village and placed for pick up by a scavenger service; and no such waste shall be so placed that it can be blown or scattered by the wind.



SKU#: BMS4700

## 70 cu. ft. The Stow-Away

THE STOW-AWAY® Horizontal Shed's low-profile design is ideal for placement against a wall or in a corner. It also has a three-door design for easy access.

Steel-reinforced resin construction for durability.

Pad-lockable 3-door locking system for security.

Gas shocks make it easy to lift the lid.



SKU#: BMS3400

## 34 cu. ft. Horizontal

This stylish Horizontal Shed has a construction, this sturdy storage shed allows you reach all corners of the shed with ease.

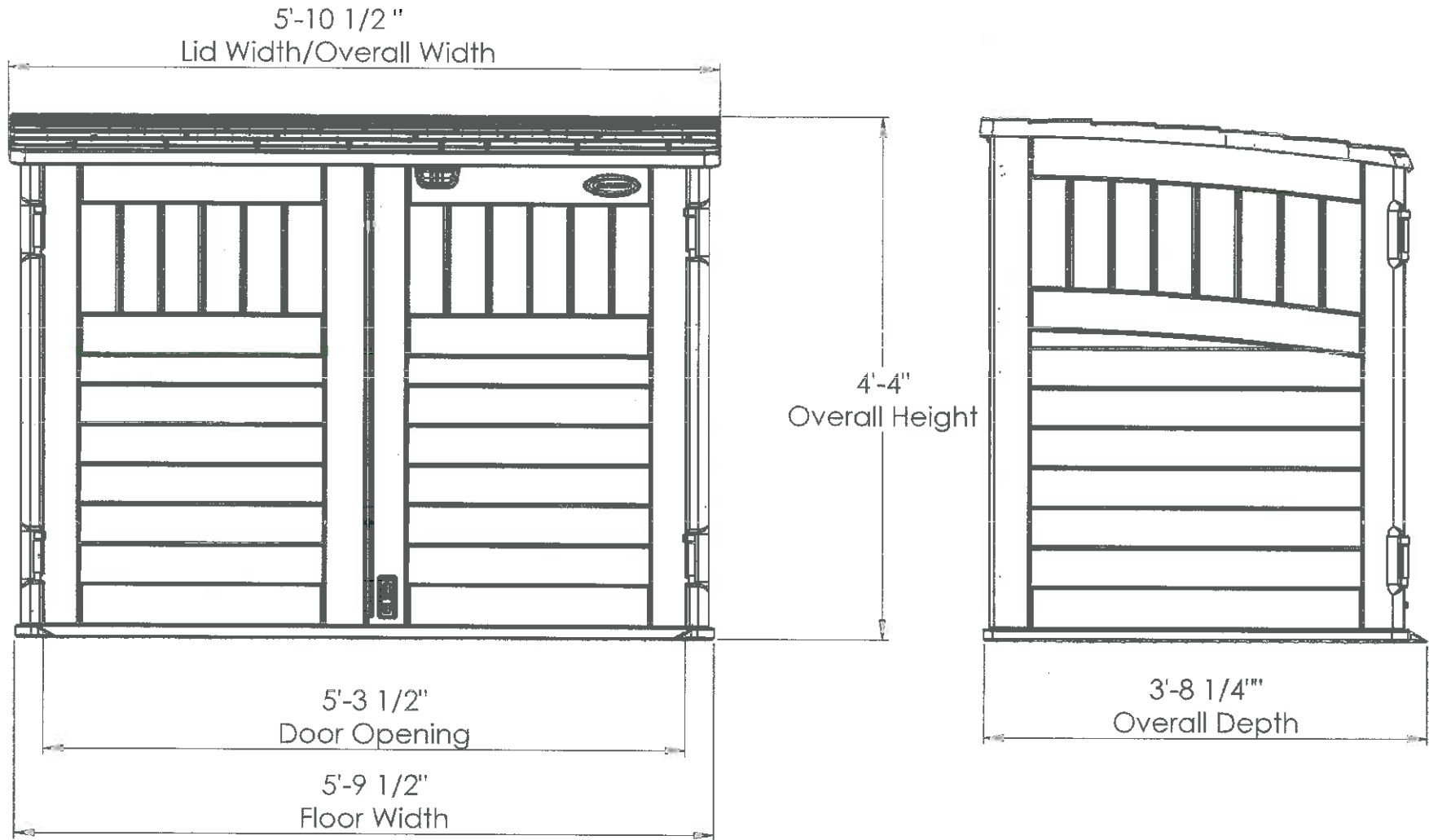
Durable, multi-wall resin construction.

Pad-lockable 3-door locking system.

Reinforced floor supports even heavy loads.



## BMS4700 - FRONT VIEW



## Square Footage:

Interior = 17.5 Sq. ft.

Exterior = 22.3 Sq ft.

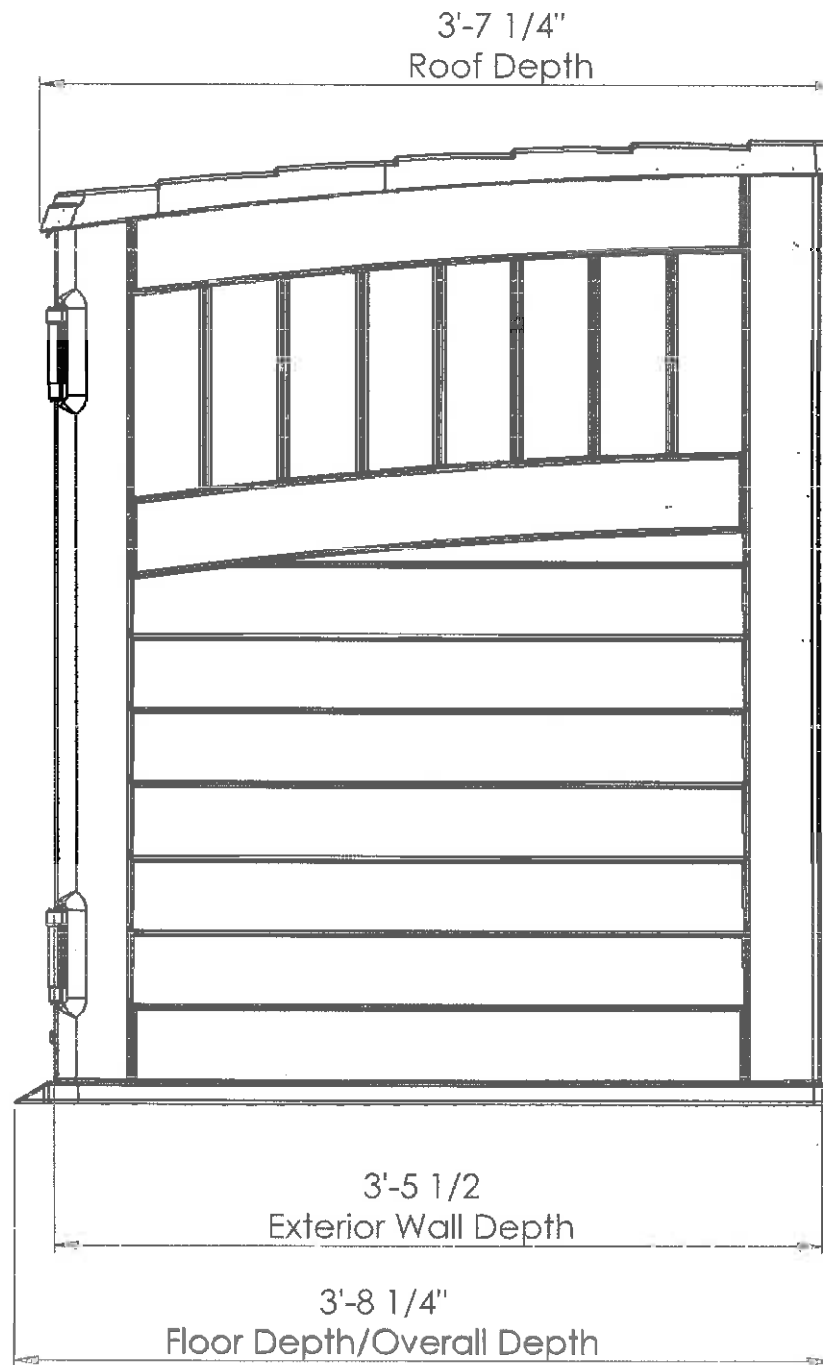
## Total Volume:

Interior = 70 cu. ft.

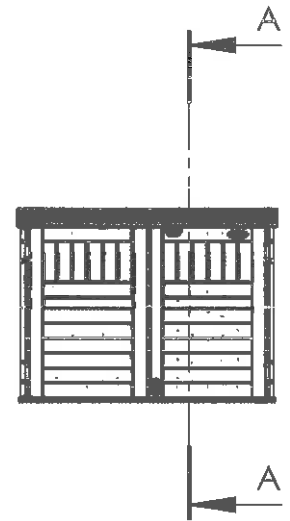
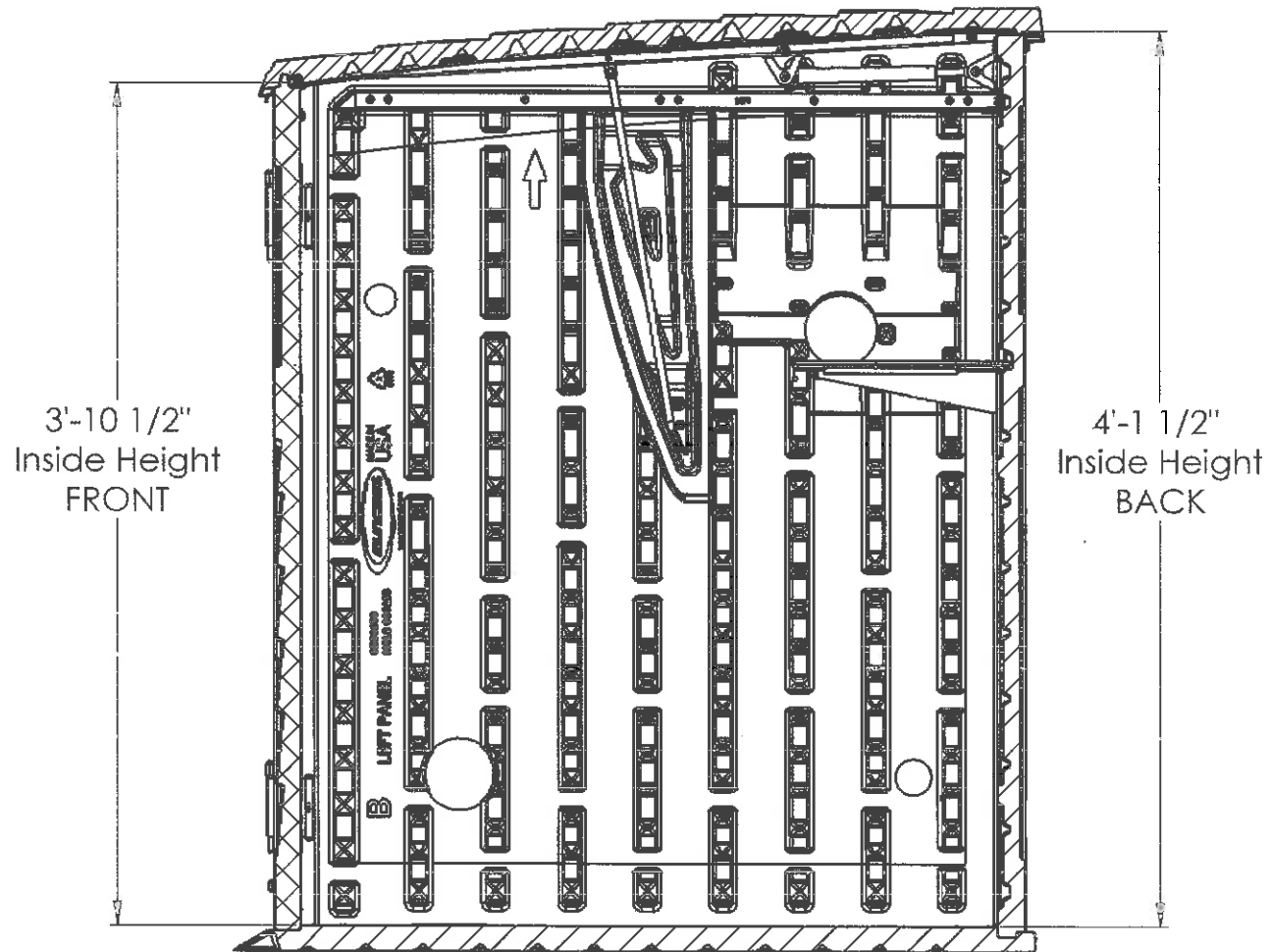
Exterior = 90 cu. ft.



# BMS4700 - SIDE VIEW

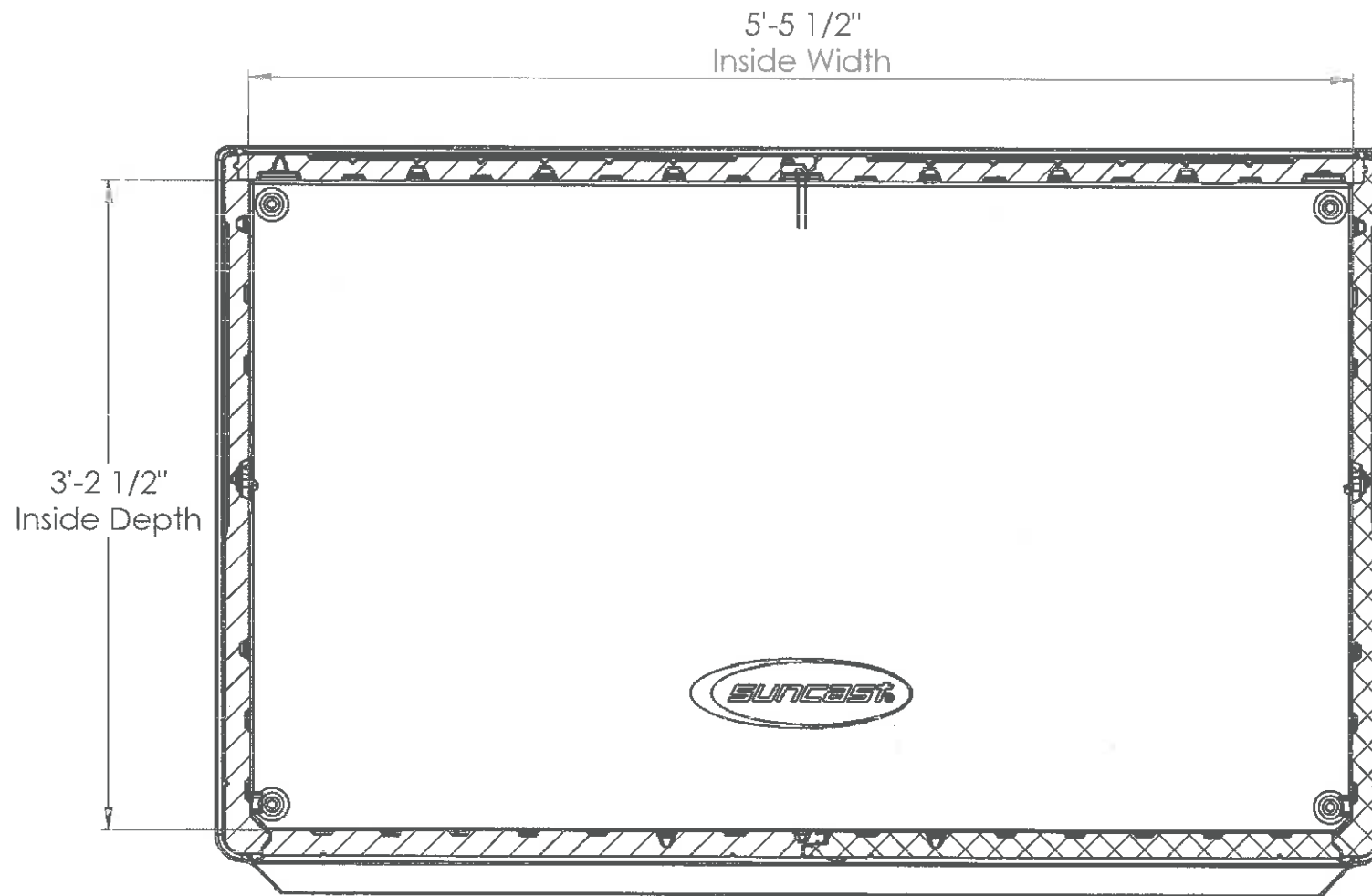
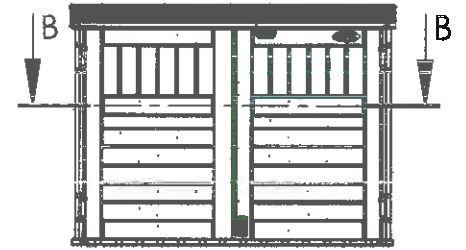


# BMS4700 - SECTION VIEW



SECTION A-A  
SCALE 1 : 10

# BMS4700 - TOP VIEW



SECTION B-B

SCALE 1 : 10

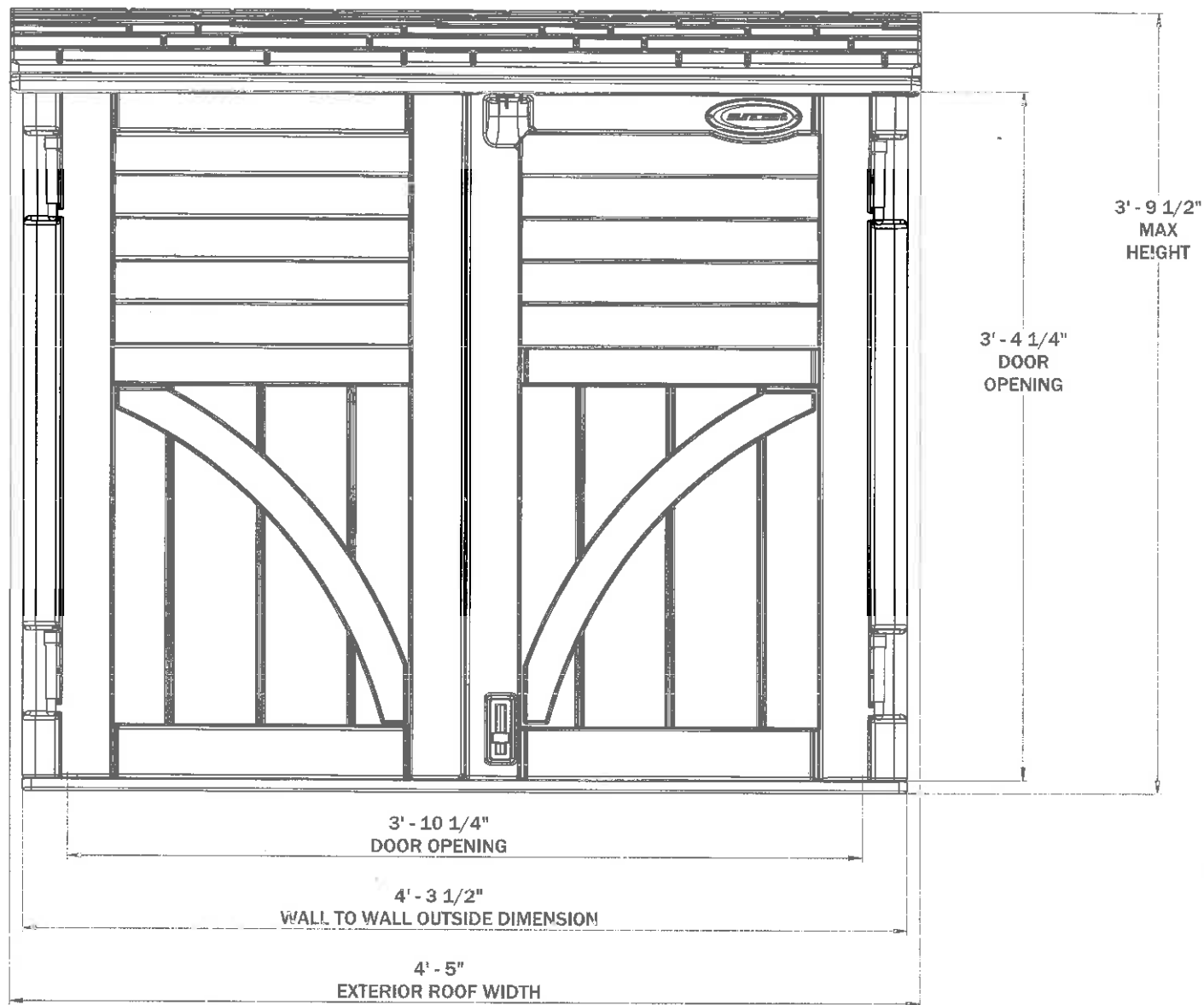
**BMS 3400**  
FRONT VIEW

TOTAL VOLUME

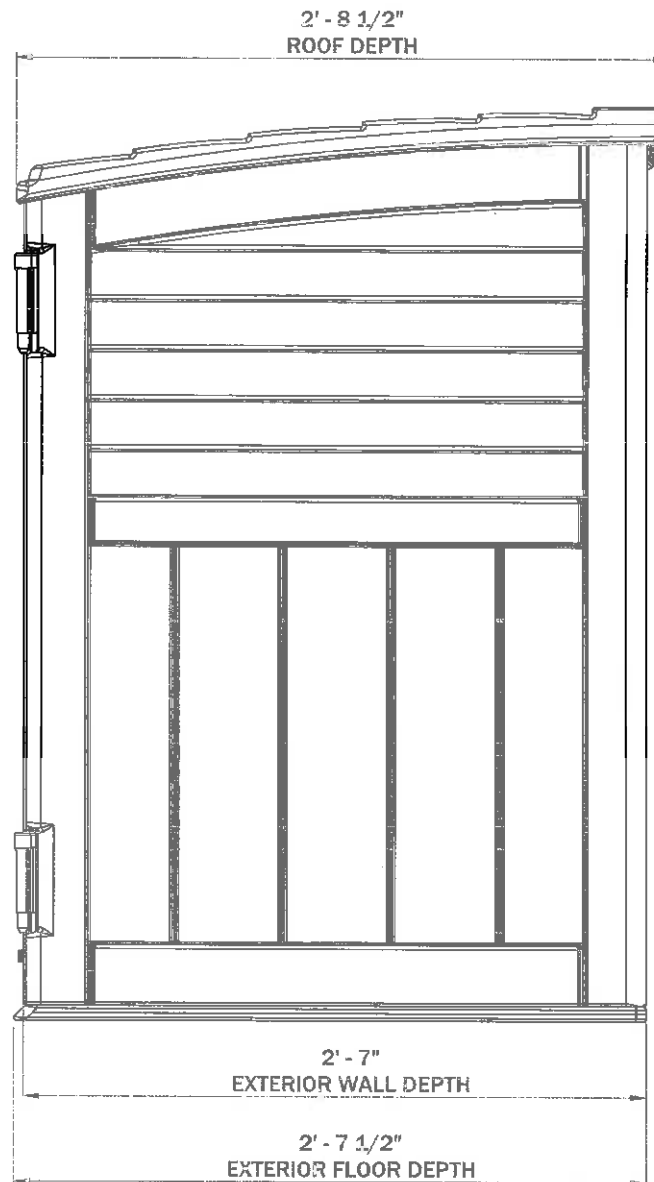
INTERIOR 33.54 cu. ft.  
EXTERIOR 42.00 cu. ft.

SQUARE FOOTAGE

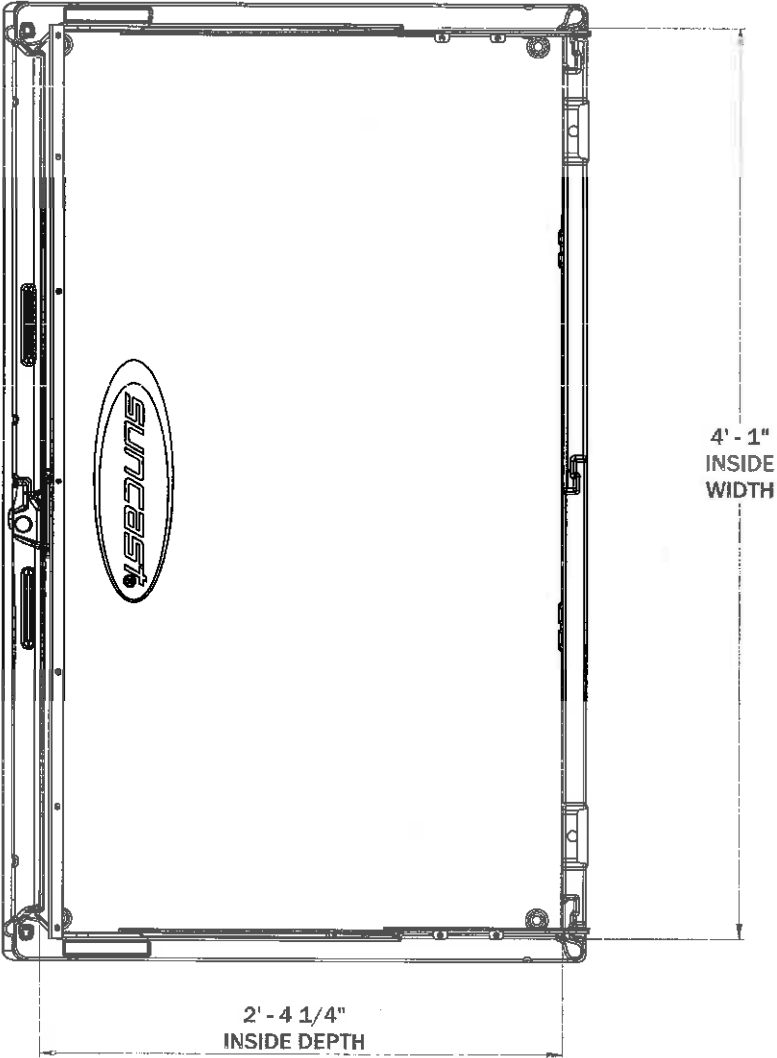
INTERIOR 9.59 sq. ft.  
EXTERIOR 11.23 sq. ft.



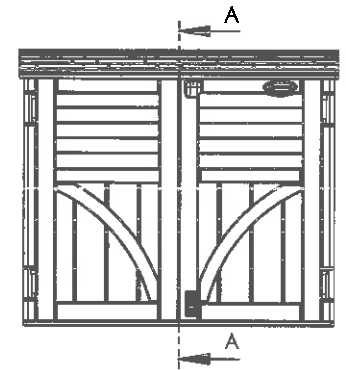
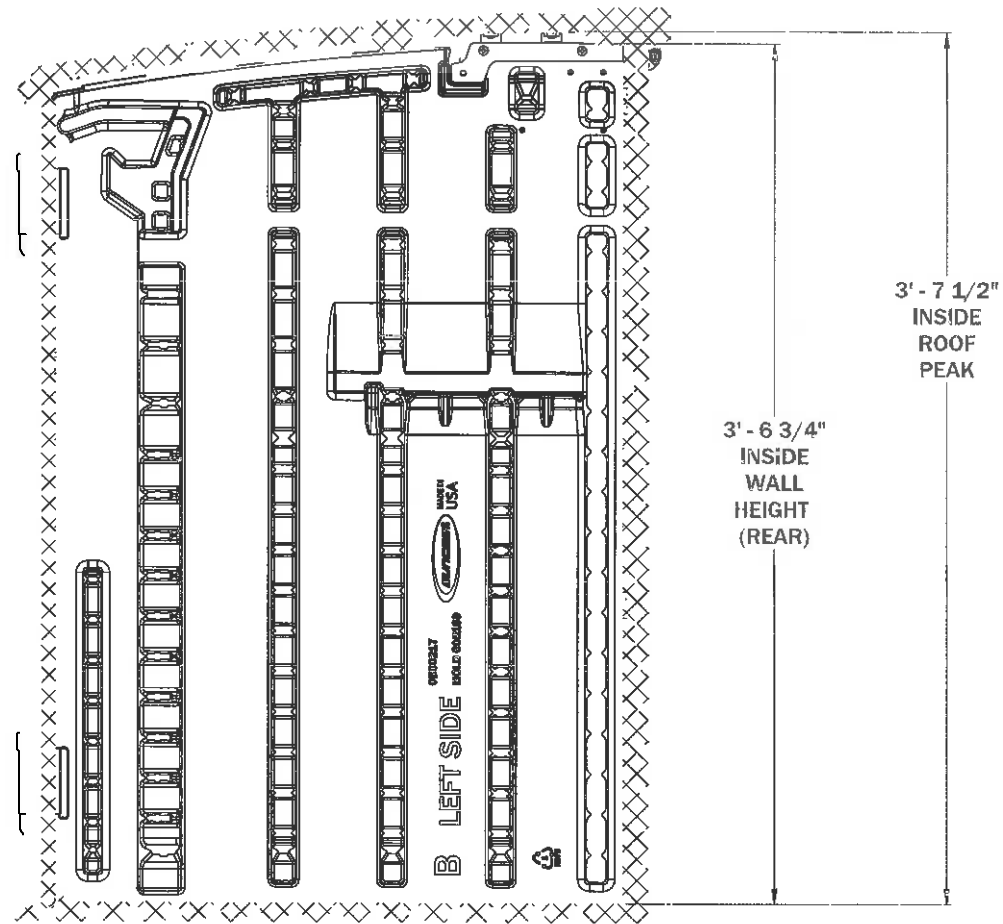
**BMS 3400**  
**SIDE VIEW**



**BMS 3400**  
**TOP VIEW**



**BMS 3400**  
**SECTION VIEW**



**SECTION A-A**  
**SCALE 1 : 6**

**AGENDA MEMO**  
**Municipal Services Committee**  
**February 25, 2019**

**ISSUE STATEMENT**

**Update I**-Approval of a text amendment to Section 9-1 of the City Code adding restrictions regarding the idling of vehicles.

*Update is italicized*

**BACKGROUND**

At the October 29, 2018 City Council meeting on Goal Setting, the Council discussed regulating vehicle idling times as one way to reduce air pollution and conserve fuel. Staff advised that the State of Illinois does have some restrictions on idling time of certain vehicles under some circumstances. See **Attachment A: State Code**. The City can enforce this law as part of the State Uniform Traffic Code currently adopted by Darien. Some communities have adopted language more strict than the State. See **Attachment B: Other Illinois Codes**. The consensus was to develop a local ordinance regulating idling time of certain vehicles.

The Staff has reviewed other ordinances and found that the Evanston example has most of what may be appropriate to Darien. See **Attachment C: Draft Darien Ordinance** based on the Evanston Code.

Enforcement of such regulation by the Darien Police Department would have violators subject to fines similar to other petty offenses, being \$50 for the first conviction and \$150 for a second or subsequent conviction within any twelve-month period.

Pending passage of the ordinance, the City Staff will forward to all businesses letters mandating the installation of signage. See **Attachment D: No Idling Sign**.

**STAFF RECOMMENDATION**

Approval of an ordinance for Council consideration.

**ALTERNATIVE CONSIDERATION**

Upon direction from MSC, additional research can be done with subsequent revisions to the draft ordinance for consideration at the next MSC meeting.

**DECISION MODE**

MSC recommendation can be scheduled for City Council consideration on February 4 or in the alternative MSC February 25 and then City Council March 4.

***Municipal Services Committee-Update I***

*The Staff presented the proposed ordinance at the January 28, 2019, with an update and additional correspondence in respect to Item 3 of the proposed ordinance. The Committee reviewed the correspondence, see **Attachment E**, and concurred to edit Item 3. The Committee further requested a clarification for "Auxiliary Heating Systems."*



*“The use of **auxiliary heating systems** is one method for **heating the truck cab and sleeper** without having to run a **truck's engine**. By using an **auxiliary heating system** to **heat the cab**, a **truck's engine** can be shut off, so far less fuel is used and fewer diesel emissions emitted.”*

*Item 3 has been revised to read as follows:*

*(3) The motor vehicle idles when operating defrosters, or heater solely to prevent a safety or health emergency only in vehicles not equipped with auxiliary heating systems. The use of **auxiliary heating systems** is one method for **heating the truck cab and sleeper** without having to run a **truck's engine**. By using an **auxiliary heating system** to **heat the cab**, a **truck's engine** can be shut off, so far less fuel is used and fewer diesel emissions emitted.*

**STAFF RECOMMENDATION**

*Approval of the ordinance for Council consideration.*

**ALTERNATIVE CONSIDERATION**

*As recommended by the Committee.*

**DECISION MODE**

*This item will be placed on the March 4, 2019, City Council agenda for formal consideration.*

State of Illinois      State Statute      Excessive Idling

(625 ILCS 5/11-1429)

Sec. 11-1429. Excessive idling.

(a) The purpose of this law is to protect public health and the environment by reducing emissions while conserving fuel and maintaining adequate rest and safety of all drivers of diesel vehicles.

(b) As used in this Section, "affected areas" means the counties of Cook, DuPage, Lake, Kane, McHenry, Will, Madison, St. Clair, and Monroe and the townships of Aux Sable and Goose Lake in Grundy County and the township of Oswego in Kendall County.

(c) A person that operates a motor vehicle operating on diesel fuel in an affected area may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under the following circumstances:

- (1) the motor vehicle has a Gross Vehicle Weight Rating of less than 8,000 pounds;
- (2) the motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official;
- (3) the motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency;
- (4) a police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator;
- (5) the primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity;
- (6) a motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection;
- (7) when idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations; lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions;
- (8) an armored motor vehicle idles when a person remains inside the vehicle to guard the contents, or while the vehicle is being loaded or unloaded;
- (9) a bus idles a maximum of 15 minutes in any 60

minute period to maintain passenger comfort while non-driver passengers are on board;

(10) if the motor vehicle has a sleeping berth, when the operator is occupying the vehicle during a rest or sleep period and idling of the vehicle is required to operate air conditioning or heating;

(11) when the motor vehicle idles due to mechanical difficulties over which the operator has no control;

(12) the motor vehicle is used as airport ground support equipment, including, but not limited to, motor vehicles operated on the air side of the airport terminal to service or supply aircraft;

(13) the motor vehicle is (i) a bus owned by a public transit authority and (ii) being operated on a designated bus route or on a street or highway between designated bus routes for the provision of public transportation;

(14) the motor vehicle is an implement of husbandry exempt from registration under subdivision A(2) of Section 3-402 of this Code;

(15) the motor vehicle is owned by an electric utility and is operated for electricity generation or hydraulic pressure to power equipment necessary in the restoration, repair, modification or installation of electric utility service;

(16) the outdoor temperature is less than 32 degrees Fahrenheit or greater than 80 degrees Fahrenheit; or

(17) the motor vehicle idles while being operated by a remote starter system.

(d) When the outdoor temperature is 32 degrees Fahrenheit or higher and 80 degrees Fahrenheit or lower, a person who operates a motor vehicle operating on diesel fuel in an affected area may not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

(e) This Section does not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

(f) This Section does not apply to the owner of a motor vehicle rented or leased to another entity or person operating the vehicle.

(g) Any person convicted of any violation of this Section is guilty of a petty offense and shall be fined \$90 for the first conviction and \$500 for a second or subsequent conviction within any 12 month period.

(h) Fines; distribution. All fines and all penalties collected under this Section shall be deposited in the State Treasury and shall be distributed as follows: (i) \$50 for the first conviction and \$150 for a second or subsequent conviction within any 12 month period under this Section shall be deposited into the State's General Revenue Fund; (ii) \$20 for the first conviction and \$262.50 for a second or

subsequent conviction within any 12 month period under this Section shall be distributed to the law enforcement agency that issued the citation; and (iii) \$20 for the first conviction and \$87.50 for a second or subsequent conviction within any 12 month period under this Section shall be deposited into the Trucking Environmental and Education Fund.

(i) The Trucking Environmental and Education Fund is created as a special fund in the State Treasury. All money deposited into the Trucking Environmental and Education Fund shall be paid, subject to appropriation by the General Assembly, to the Illinois Environmental Protection Agency for the purpose of educating the trucking industry on air pollution and preventative measures specifically related to idling. Any interest earned on deposits into the Fund shall remain in the Fund and be used for the purposes set forth in this subsection. Notwithstanding any other law to the contrary, the Fund is not subject to administrative charges or charge-backs that would in any way transfer moneys from the Fund into any other fund of the State.

(Source: P.A. 100-435, eff. 8-25-17.)

Illinois						
	Type of Vehicle	Idling Restriction	Exemptions	Consequences of Infraction	Regulation	Resources
<p><b>Counties in the Chicago Area:</b></p> <ul style="list-style-type: none"> <li>• Cook</li> <li>• DuPage</li> <li>• Lake</li> <li>• Kane</li> <li>• McHenry</li> <li>• Will</li> <li>• Aux Sable and Goose Lake Townships in Grundy</li> <li>• Oswego Township in Kendall</li> </ul> <p><b>Counties in the Metro East St. Louis Area:</b></p> <ul style="list-style-type: none"> <li>• Madison</li> <li>• St. Clair</li> <li>• Monroe</li> </ul>	<p>Diesel vehicles ≥8,000 lbs</p>	<p>10 minutes/hour</p>	<p>Traffic conditions or controls. Prevent a health or safety emergency. Emergency or law enforcement purposes. Service or repair. Government inspection. Idling necessary to operate auxiliary equipment to accomplish intended use of vehicle. Guarding contents of armored vehicle. Bus can idle a maximum of 15 minutes/hour to maintain passenger comfort. Resting in sleeping berth. Mechanical difficulties out of control of operator. Airport ground control support. Buses owned by public transportation authorities on bus route. Implements of husbandry. Electric utility service vehicles. If temperature &lt;32F or &gt;80F, idle limit to 30 minutes/hour while in queue.</p>	<p>\$90 for first conviction. \$500 for second or subsequent conviction in 12-month period. Fines are divided and paid to 3 groups, dependant on the county that wrote the ticket.</p>	<p>625 Illinois Compiled Statutes (ILCS) 5/11-1429</p>	<p><a href="http://www.ilga.gov/legislation/ilc/fulltext.asp?DocName=062500050K11-1429">http://www.ilga.gov/legislation/ilc/fulltext.asp?DocName=062500050K11-1429</a></p>
<p><b>City of Chicago</b></p>	<p>Diesel-powered vehicles</p>	<p>3 minutes/hour</p>	<p>Emergency vehicles providing health and safety services. Airport support vehicles necessary for airport operations. Engine running is necessary to operate auxiliary equipment to accomplish the intended use of the vehicle. Vehicles standing with engine running for purpose of service, repair, or inspection. Vehicles standing in traffic. Air conditioning if temperature &gt;80F or heat if temperature &lt;32F. Operation of APU or generator set. Mechanical requirements or difficulties out of operator's control. Vehicles standing due to automatic regeneration of diesel particulate filters or pre-shutdown cooling required by engine manufacturer.</p>	<p>\$250 per violation</p>	<p>Chicago Municipal Code, Section 9-80-095</p>	<p><a href="http://www.cityofchicago.org/dam/city/depts/doe/general/ESB_PDFs/StandingLimitOrdinanceAsPassed.pdf">http://www.cityofchicago.org/dam/city/depts/doe/general/ESB_PDFs/StandingLimitOrdinanceAsPassed.pdf</a></p>
<p><b>Chicago</b></p>	<p>City fleet vehicles</p>	<p>3 minutes in a 60-minute period</p>	<p>a. Emergency service vehicles; b. Vehicles standing in traffic; c. Airport support equipment; d. Vehicles being serviced or repaired; e. Idling to operate auxiliary equipment that is required to accomplish the intended use of the vehicle; f. Idling to provide heat within the cab of the vehicle if the outside temperature is less than 32F and there is no accessible temperature-controlled area within a reasonable distance; or g. Idling to provide cooling within the cab of the vehicle if the outside temperature is more than 80F, there is no accessible temperature-controlled area within a reasonable distance, and the vehicle is equipped with air conditioning.</p>	<p>NA</p>	<p>City of Chicago Vehicle Idling Management Policy</p>	<p><a href="http://www.cityofchicago.org/content/dam/city/depts/doe/general/ESB_PDFs/CitysVehicleIdlingManagementPolicy05202010.pdf">http://www.cityofchicago.org/content/dam/city/depts/doe/general/ESB_PDFs/CitysVehicleIdlingManagementPolicy05202010.pdf</a></p>

<b>Evanston</b>	Motor vehicles GVWR ≥8,000 lb	5 minutes in a 60-minute period	<p>1. City vehicle being used for official City of Evanston business; 2. Vehicle forced to remain motionless because of traffic; 3. Idling to operate defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency; 4. Emergency vehicle in an emergency or in training mode; 5. Vehicle owned by an electric utility and operated for electricity generation or hydraulic pressure to power equipment necessary in the restoration, repair, modification or installation of electric utility service; 6. Idling due to mechanical difficulties over which the operator has no control; 7. Buses for a maximum of 15 minutes in any 60-minute period to maintain passenger comfort while passengers are on board; 8. Armored vehicle when a person remains inside the vehicle to guard the contents, or while the vehicle is being loaded or unloaded; 9. When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle; 10. Idling necessary during a government inspection or for vehicle service repair, or diagnostic purposes.</p>	\$150 fine	City of Evanston Ordinance 75-O-06, Amending Title 10, Chapter 4, "Stopping, Standing Or Parking" of the Evanston City Code (10-4-18-1)	<a href="http://www.cityofevanston.org/assets/pdf/anti-idling.pdf">http://www.cityofevanston.org/assets/pdf/anti-idling.pdf</a>
<b>Westmont</b>	Commercial vehicle or vehicle designed to transport 16 or more persons along 61st St. from Cass Ave. to Williams St.	10 minutes	School buses	First offense, \$50; second offense within 24-month period, \$150; third and subsequent offenses within a 24-month period, \$300	Westmont Municipal Code, Ordinance 13-01	<a href="http://www.westmont.illinois.gov/DocumentCenter/View/532">http://www.westmont.illinois.gov/DocumentCenter/View/532</a>

Villa Park	Motor vehicles that operate on diesel fuel	10 minutes within any 60-minute period	The motor vehicle has a gross vehicle weight rating of less than 8,000 pounds. On-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official. When operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency. A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity. The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes only if necessary. A government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection. When the vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle. An armored motor vehicle may idle when a person remains inside the vehicle to guard the contents or while the vehicle is being loaded or unloaded. A bus can idle a maximum of 15 minutes in any 60 minute period to maintain passenger comfort while nondriver passengers are on board. If the motor vehicle has a sleeping berth, when the operator is occupying the vehicle during a rest or sleep period. Mechanical difficulties over which the operator has no control. A bus owned by a public transit authority, being operated on a designated bus route or on a street or highway. Husbandry exempt from registration under state law. An electric utility vehicle, operated for electricity generation or hydraulic pressure to power equipment necessary in the restoration, repair, modification or installation of electric utility service. The outdoor temperature is less than 32F or greater than 80F.	Charged with a petty offense and shall be fined \$50 for the first conviction and \$150 for a second or subsequent conviction within any twelve-month period.	Ord. No. 3788, § 1, 4-28-14	<a href="https://www.municode.com/library/il/villa_park/codes/code_of_ordinances?nodeId=MUCO_CH14MOVETR">https://www.municode.com/library/il/villa_park/codes/code_of_ordinances?nodeId=MUCO_CH14MOVETR</a>
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**Of Further Interest**

Clean Air Counts communities (including Arlington Heights, Carol Stream, Chicago, Evanston, Lombard, Northbrook, Oak Park, Wheaton, Wilmette, Winfield, and Wood Dale) have undertaken initiatives to reduce idling. "No idling" signs are posted at schools, parks, and train stations to remind citizens of the pollution hazards of idling. See <http://ftp.cleanaircounts.org/AntiIdling.aspx>. Several other cities have also started experimenting with idle restricting policies. See: [http://coolcities-il.appspot.com/with/codes\\_policies\\_regulations](http://coolcities-il.appspot.com/with/codes_policies_regulations)  
As of 2013, the village of Arlington Heights started their own campaign to reduce idling, called *Idle Free Arlington*. See [http://www.vah.com/residents/green/idle\\_free.aspx](http://www.vah.com/residents/green/idle_free.aspx)

Last confirmed/updated May 19, 2015 (IM). To report any errors or changes, please e-mail [ldlingreduction@anl.gov](mailto:ldlingreduction@anl.gov).

**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING  
THE DARIEN CITY CODE FOR PARKING RESTRICTIONS  
SECTIONS 9-3-1 AND 9-3-3**

**(Text Amendment: Vehicle Idling)**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

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**Published in pamphlet form by authority  
of the Mayor and City Council of the City  
of Darien, DuPage County, Illinois, and  
this \_ day of, 2019.**



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING  
THE DARIEN CITY CODE FOR PARKING RESTRICTIONS  
SECTIONS 9-3-1 AND 9-3-3**

**(Text Amendment: Vehicle Idling)**

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

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

**WHEREAS**, the City of Darien has adopted Parking Restrictions which are set forth in Title 9 Chapter 3 of the Darien City Code; and

**WHEREAS**, the City Council has deemed it reasonable to periodically review said Parking Restrictions and make necessary changes thereto; and

**WHEREAS**, on January 28, 2019, the Municipal Services Committee of the City Council considered text amendments to said Parking Restrictions and has forwarded its recommendation of approval to the City Council; and

**WHEREAS**, the City Council has reviewed the findings and recommendations described above and now determines to adopt the text amendments 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:** Title 9 Chapter 3 of the Darien City Code is hereby amended by adding a

ORDINANCE NO. \_\_\_\_\_

new subsection 9-3-1 (J) to read as follows:

9-3-1 (J): STANDING OR PARKED IDLING MOTOR VEHICLES.

No standing or parked motor vehicle with a gross vehicle weight rating of eight thousand (8,000) pounds or greater shall be allowed to idle on any public street, public place, or private property for more than a total of five (5) minutes within a sixty-minute period except under the following circumstances:

- (1) The motor vehicle is an official City of Darien vehicle that is operating in compliance with the City of Darien Vehicle Idling Management Policy;
- (2) The motor vehicle idles while forced to remain motionless because of traffic, an official traffic control device or signal, or at the direction of a law enforcement official;
- (3) The motor vehicle idles when operating defrosters, or heater solely to prevent a safety or health emergency only in vehicles not equipped with auxiliary heating systems. "The use of auxiliary heating systems is one method for heating the truck cab and sleeper without having to run a truck's engine. By using an auxiliary heating system to heat the cab, a truck's engine can be shut off, so far less fuel is used and fewer diesel emissions emitted."
- (4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator;
- (5) The motor vehicle is owned by an electric utility and is operated for electricity generation or hydraulic pressure to power equipment necessary in the restoration, repair, modification or installation of electric utility service;
- (6) When the motor vehicle idles due to mechanical difficulties over which the operator has no control;
- (7) A bus idles a maximum of fifteen (15) minutes in any sixty-minute period to maintain passenger comfort while non-driver passengers are on board;
- (8) An armored motor vehicle idles when a person remains inside the vehicle to guard the contents, or while the vehicle is being loaded or unloaded;
- (9) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate nonessential equipment such as air conditioning, heating, microwave ovens or televisions;
- (10) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection; or

ORDINANCE NO. \_\_\_\_\_

(11) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.

**SECTION 2:** Title 9 Chapter 3 of the Darien City Code is hereby amended by adding a new paragraph at the end of subsection 9-3-3: Violations and Penalties to read as follows:

“Any person who shall violate subsection 9-3-1 (J) of this chapter shall be fined \$50 for the first offense and \$150 for a second or subsequent conviction within a twelve-month period.”

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,  
DU PAGE COUNTY, ILLINOIS, this \_\_\_\_ day of \_\_\_\_\_, 2019.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

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

**ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

ATTEST:

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**Regina Kokkinis**

---

**From:** Dan Gombac  
**Sent:** Monday, January 28, 2019 10:26 AM  
**To:** Steven Manning; Joe Marchese; Tom Belczak; Thomas Chlystek; Regina Kokkinis  
**Cc:** Steve Leopoldo; Bryon Vana  
**Subject:** RE: Municipal Services Committee

Good morning All,

Below is an e-mail forwarded from Steve Leopoldo regarding the idling ordinance to be discussed this evening. Please see below highlight for discussion and incorporation into the ordinance. A hard copy of this email will be available and presented by Staff this evening.

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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

***DARIEN DIRECT CONNECT***

Follow the link below and subscribing is simple!

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

**From:** Bryon Vana <bvana@darienil.gov>  
**Sent:** Sunday, January 27, 2019 4:40 PM  
**To:** Steve Leopoldo <steve.leopoldo@gmail.com>; Dan Gombac <dgombac@darienil.gov>; Steven Manning <smanning@darienil.gov>  
**Subject:** Re: Municipal Services Committee

Dan and Steve M  
Please see below for tomorrow's meeting.  
Bryon

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Steve Leopoldo <[steve.leopoldo@gmail.com](mailto:steve.leopoldo@gmail.com)>  
**Date:** 1/27/19 11:06 AM (GMT-06:00)  
**To:** Bryon Vana <[bvana@darienil.gov](mailto:bvana@darienil.gov)>

Cc: Thomas Chlystek <[TChlystek@darienil.gov](mailto:TChlystek@darienil.gov)>, Joe Marchese <[jmarchese@darienil.gov](mailto:jmarchese@darienil.gov)>, [belczak@darienil.gov](mailto:belczak@darienil.gov)

Subject: Municipal Services Committee

Hello Bryon,

Would you be so kind as to forward the following letter to the staff who may be present at the Municipal Services Committee in advance of the 1/28 meeting?

Thank you,  
Steve Leopoldo

Municipal Services Committee Members,

I would like to thank the Committee for their work on the zero-idling ordinance. I apologize for my inability to attend the meeting in person as I will be out of town on business travel. I would like to offer some information and a suggestion for how to modify the ordinance to provide the greatest benefit to Darien residents.

The proposed ordinance is well drafted and incorporates well-thought language from other municipalities. One concern though is that the language for exceptions does not reflect current technology that has been developed and adopted specifically to address idling concerns. The City of Evanston adopted their ordinance in 2006, and a lot has changed in the past 13 years. Their legislation does not help air quality most notably during summer months, a time when air quality in the Chicago area is most challenged.

There are many solutions readily available to provide for the health, comfort and safety of drivers when it comes to in-cab comfort. It's important to note that unlike most non-electric cars that we're accustomed, most modern semis have electronic HVAC systems, negating the need for idling for their operation. Similar systems have been developed and adapted for winter heating as well.

There are five main categories of technology being used today as alternatives to idling for in-cab comfort, and many of these were in their infancy or not available when Evanston adopted their ordinance:

- 1) fuel-fired heaters (winter weather solution);
- 2) battery-based HVAC systems (summer heat solution);
- 3) auxiliary power units (runs air conditioning and heating);
- 4) thermal storage systems (works by using thermal energy stored in a frozen graphite/water matrix. An electric refrigeration compressor freezes the water in the storage unit when the truck is running. Then, when the engine is off and cooling is required, a pump circulates coolant through a storage core and then through a heat exchanger in the cab.); and
- 5) shore power (plugging in while docked).

These systems and solutions are not only beneficial to our air quality, but they also save trucking companies and independent operators money as diesel fuel is expensive and running engines leads to additional maintenance costs. Reducing idling is not just good for air quality, its good for business.

Given this information, I would recommend updating the proposed ordinance in one way, modifying exception (3) in the following way: "The motor vehicle idles when operating defrosters, or heater solely to prevent a safety or health emergency only in vehicles not equipped with auxiliary heating systems."

Thank you for your work and commitment to protecting our air in the City of Darien. The timing suggestion of 5 minutes maximum idling should also be commended as it is rapidly emerging as the standard across the nation where such ordinances have been adopted.

Thank you,  
Steve Leopoldo



**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**February 25, 2019**

**Issue Statement**

Resolution to approve the 2019 City of Darien Zoning Map for publication.

**Resolution**

**Discussion**

Every year the City updates the Zoning Map to show all the properties approved during the previous calendar year. **Attachment A** is a listing of the 11 approvals in 2018 including 4 variations, 2 special uses, 2 plats, 1 PUD amendment, 1 site plan, and 1 boundary agreement. Our practice has been to show on the Zoning Map the ordinance or resolution number corresponding to the map key number for each approval. State Statute requires that zoning maps be published every year. Approved maps are posted in City Hall and on the City website. Paper copies are made available for sale.

**Recommendation**

A motion to approve a resolution approving the 2019 Zoning Map for publication.

**Decision Mode**

If recommended by MSC on February 25, then this will be scheduled for a City Council vote on March 4, 2019.

Zoning Map changes - calendar year 2018

				map key
Home Run Inn	sign variation	7521 Lemont Road	O-04-18	41
Kelly (single family)	setback variation	450 67th Street	O-02-18	184
AMVETS collection center	PUD amendment	2189 75th Street	O-05-18	88
Ide School	driveway variation	2000 Manning Road	O-07-18	185
Skumbre (single family)	lot variation	6624 Richmond Avenue	O-08-18	93
VFW (restaurant)	special use	801 Plainfield Road	O-17-18	109
Sterling Bay (warehouse)	site plan, plat of consolidation	1035 S. Frontage Road	O-19-18, O-20-18	28
Club Fusion (volleyball)	special use	7879 Lemont Road	O-21-18	186
Carriage Way West Unit 6	plat of easement	1528-1532 Evergreen Lane	R-104-18	5
Downers Grove	boundary agreement	75th Street, Fairview Avenue	R-108-18	48

Corrections needed to Zoning Map

Woodridge	boundary agreement	83rd, Woodward, 87th, Lemont	O-41-92	48
Darien Club			O-36-95, O-06-97	101
Park District	Sportsplex	451 Plainfield Road	O-7-96, O-25-96, O-22-97, O-39-97, O-31-03, O-13-04, O-40-07, O-15-10	112
Violet's Farm	PUD amendment		O-29-07	155
spelling of word 'variation'				183
note under scale 'December 31, 2018'				
need arrow to parcel		951 N. Frontage Road		163
note on map not needed 'This area has been annexed new description'				169

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING THE  
2019 CITY OF DARIEN ZONING MAP**

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-13-19, a municipality is required to publish a zoning map no later than March 31<sup>st</sup> of each year; and

**WHEREAS**, the zoning map attached hereto as “Exhibit A” and made a part thereof, is a current zoning map showing zoning districts, boundaries, and special uses within the City; and

**WHEREAS**, the Corporate Authorities find the zoning map, attached hereto as Exhibit “A,” correctly reflects zoning actions approved by the Corporate Authorities within the last calendar year.

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

**SECTION 1:** That the City hereby approves the zoning map, attached 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 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this \_\_\_\_\_ day of March, 2019.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this \_\_\_\_\_ day of March, 2019

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**February 25, 2019**

**Issue Statement**

Approval of an ordinance granting an extension to the PUD amendment for the AMVETS Collection Center in the Darien Towne Center shopping center.

**Discussion**

In 2005, the City Council granted a minor amendment to the Darien Towne Centre PUD by Ordinance O-4-05 to allow an AMVETS collection center in the west edge of the Walmart parking lot subject to a review by the City Council on an annual basis as to the location and to address any operational issues. In 2015, Walmart asked for AMVETS to relocate their facility to the northwest corner of their parking lot to avoid traffic congestion. In 2015, the City Council approved a location change for the Collection Center to the northwest corner of the Walmart parking lot by Ordinance O-22-15. See Attachment A. Since then, the City has granted one-year extensions.

Tim Foley, the local Illinois AMVETS representative, says this collection center has been very productive for them and they would like to continue operation there. AMVETS staff are instructed to keep site clean.

City staff has not observed any problems at this site such as traffic congestion or litter.

**Recommendation**

Staff recommends approval of the AMVETS collection center as follows:

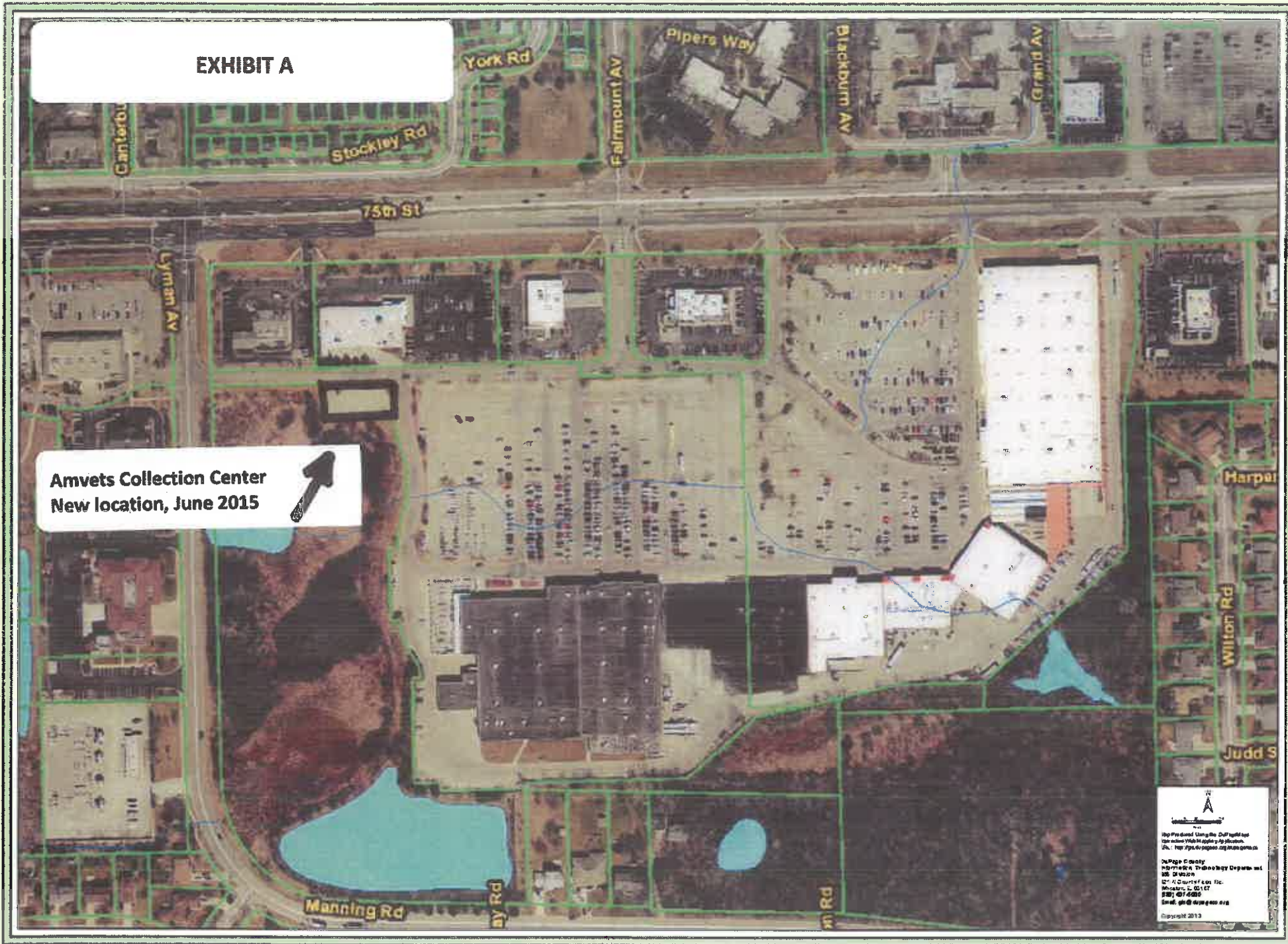
1. Continuing the past practice of one year extensions of the PUD amended agreement,  
OR
2. Allowing AMVETS to continue operations with no annual review.

**Decision Mode**

If MSC makes a recommendation, such as alternative 1 or 2 above, then the requisite ordinance can be prepared for City Council agenda March 4, 2019.

EXHIBIT A

Amvets Collection Center  
New location, June 2015



  
The information on this map is the property of DuPage County, Illinois. It is provided for informational purposes only. It is not to be used for any other purpose without the express written consent of DuPage County, Illinois.  
DuPage County  
Information Technology Department  
100 W. DuPage Ave.  
Crest Hill, IL 60117  
Phone: 630-413-4000  
Email: gis@dupage.gov  
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**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**February 25, 2019**

**Issue Statement**

Consideration of a request by DuPage Public Safety Communications (DUCOMM) to approve their IGA regarding their equipment on the City cell towers at 1041 S. Frontage Road.

**RESOLUTION****Background**

DUCOMM is one of the two consolidated dispatch centers in DuPage County, along with ACDC, and dispatches various public safety districts including Darien Police Department. They have been using Tower A at 1041 S. Frontage Road for their dispatch antennas and related equipment. They share some equipment with ACDC, who also uses Tower A. Both ACDC and DUCOMM would like to relocate their antenna onto Tower B to improve their service capacity.

DUCOMM has proposed a lease, in the same format as the ACDC lease, in the form of an intergovernmental agreement, which has been reviewed by the Darien attorney. The key provisions include;

- duration is 5 terms with each term 5 years
- no rent
- base equipment located in shelter building owned by City
- DUCOMM to remove equipment from Tower A and install on Tower B within 4 months of building permit

DUCOMM has been coordinating with Verizon and ACDC on construction plans, structural studies, and relocation schedules. Related activity includes:

- The Verizon lease was approved by City Council on 12.17.18.
- The ACDC lease was approved by City Council on 1.21.19.
- T-Mobile has plans to upgrade their equipment on Tower A, but is waiting for Verizon, DUCOMM, and ACDC to move off of Tower A to free up structural capacity on Tower A for the new T-Mobile equipment.

**Staff Recommendation**

Approval of the proposed resolution which approves the DUCOMM agreement with exhibit plans and equipment lists as presented.

**Decision Mode**

If the MSC committee votes on this item on 2.25.19, we would like to place this item on the City Council agenda for 3.4.19.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE INTERGOVERNMENTAL ANTENNA AND EQUIPMENT SPACE AGREEMENT WITH THE DUPAGE PUBLIC SAFETY COMMUNICATIONS (DUCOMM) TO LOCATE TELECOMMUNICATIONS EQUIPMENT ON THE DARIEN CELL TOWERS LOCATED AT 1041 S. FRONTAGE ROAD**

**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 City Administrator to execute the Intergovernmental Antenna and Equipment Space Agreement with the DuPage Public Safety Communications (DUCOMM) to locate telecommunications equipment on the Darien cell towers located at 1041 S. Frontage Road 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 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



## INTERGOVERNMENTAL ANTENNA AND EQUIPMENT SPACE AGREEMENT

This Intergovernmental Antenna and Equipment Space Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the **CITY OF DARIEN**, DuPage County, Illinois (the “Lessor”) and the **DUPAGE PUBLIC SAFETY COMMUNICATIONS**, an Illinois municipal cooperative, commonly referred to as “DU-COMM,” with offices at 420 N. County Farm Road, Wheaton, Illinois 60187 (the “Lessee”) pursuant to their powers of intergovernmental cooperation under statute (5 ILCS 220/1 et seq.) and the Illinois constitution (Ill. const. Article VII Section 10).

### WITNESSETH:

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Premises. Lessor hereby leases to the Lessee a portion of that certain space (the “Tower Space”) on the Lessor’s Tower A and Tower B, hereinafter collectively referred to as the “Towers”, located at 1041 S. Frontage Road, Darien, IL 60561, together with the non-exclusive right with prior notice to the Lessor for ingress and egress (the “Right-of-Way”), seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of the antennas and equipment in accordance with Section 2 of the Agreement. The Tower Space and the Right-of-Way are hereafter jointly referred to as the “Premises”.

2. Right of Lessee to erect public safety communications antennas.

The Lessee shall have the right to erect and maintain public safety communications antennas on the Tower Space, together with appurtenant cables and receivers. The public safety communications shall be operated by DU-COMM for the benefit of Lessee and other units of local government. Included in this Lease shall be space for equipment in the communications building adjoining the Towers, which building is depicted in **Exhibit 1**. Lessor shall at all times, at its sole cost and expense, properly repair, maintain and keep the communications building adjoining the Towers in good, working condition. Neither Lessor nor Lessee shall use the communications building adjoining the Towers for storage or any other use that may interfere with either Lessor's or Lessee's use of the Towers. A current list of Lessee's Equipment is attached hereto and made a part hereof as **Exhibit 1C** and said list shall be updated, as appropriate, when new or replacement Equipment is installed by the Lessee on the Premises. Any new or replacement equipment installed by the Lessee on the Premises shall be installed in the same location as the equipment it is replacing unless first approved by the Lessor in writing, which approval shall not be unreasonably withheld. The updated list shall not be treated as a lease amendment.

A. Lessee shall at all times fully and promptly comply with all applicable rules and regulations of the Federal Aviation Administration and the Federal Communications Commission.

B. Such antennas shall be erected and maintained at the sole expense of the Lessee and at its sole risk. Lessee shall pay for any and all damage to persons

as well as property that may be caused by the erection or maintenance of such antennas and shall save and hold the Lessor harmless from any and all loss or damage by reason of such erection or maintenance.

C. Maintenance shall be considered to include any technical upgrade or improvement of the antennas and appurtenant systems during the course of this Lease provided that such upgrade does not interfere with the Lessor rights to the quiet and peaceful enjoyment of the Premises. All equipment replacements or additions should be identified to Lessor prior to installation. Any replacements and additions that add additional size or weight which may affect the structural safety of the towers shall be subject to Lessor approval of plan, structural analysis and permits at Lessee's expense.

D. Lessor shall make available to the Lessee the minimal electrical service necessary to operate the radio equipment listed in Exhibit 1C. If the installation of additional equipment solely by the Lessee results in an increase in electrical service cost, the Lessee shall be responsible to pay such increase only if the cost to the Lessor that is attributable to DU-COMM increases greater than ten (10%) percent. The Lessee shall not be responsible for any increase in electrical service cost attributable to equipment installed by other entities sharing the Premises.

### 3. Term.

The Premises are leased for a term to commence on \_\_\_\_\_, 2018 and to end \_\_\_\_\_, 2023, or such earlier time and date as this Lease may be terminated as provided below, except that, if any such date falls on a Sunday or a

holiday, then this Lease shall end on the next business day following the above mentioned date.

This Agreement will be automatically renewed for an additional sixty (60) month period at the end of any Agreement period unless either party notifies the other in writing of their intent to not renew at least one hundred eighty (180) days in advance of the termination date of the Agreement. This Agreement may be renewed for four (4) additional five year (5) year terms.

The Lessee will relocate existing public safety communications equipment from Tower A to Tower B within four (4) months of being granted a construction permit issued by the Lessor. Any old equipment owned by the Lessee and not being used for public safety communications shall be removed from the Premises within sixty (60) days from the date of approval of this Agreement by the Lessor. Lessee shall be given additional time to relocate existing equipment and remove old equipment owned by the Lessee where the Lessee is delayed in relocation or removal of the equipment due to inclement weather.

4. Rent. The total annual rent shall be \$0.00.

5. Use and Occupancy. Lessee shall use and occupy the Premises for no purpose other than that described herein.

6. Care and Repair of Premises. Lessee shall commit no act of waste and shall take good care of the towers' locations, fixtures, and appurtenances on it, and shall, in the use and occupancy of the towers' locations, conform to all laws, orders, and regulations of the Federal, State, and Municipal governments or any of their

departments. Lessee shall make all repairs to the Premises made necessary by misuse or neglect by the Lessee, the Lessee's agents, servants, or licensees. Upon termination of this Lease, the public safety antennas and all of its appurtenances shall be removed by the Lessee in a careful and prudent manner so as not to damage the demised premises; such removal shall occur within 30 days from the date of termination, weather permitting. The public safety antennas and its appurtenances shall remain the property of the Lessee despite the fact that they are affixed to the towers.

7. Lessee's Personal Property. Lessor acknowledges and agrees that all personal property, equipment, apparatus, fittings, fixtures and trade fixtures installed or stored on the Premises by Lessee constitute personal property, not real property, and shall continue to be the personal and exclusive property of Lessee, including, without limitation, all communication equipment, antennas, switches, cables, wiring and associated equipment or personal property placed upon the Premises by the Lessee (collectively, "Lessee's Equipment"). Lessee's Equipment shall remain at all times the personal property of Lessee, and neither Lessor nor any person claiming by through or under Lessor shall have any right, title or interest (including without limitation, a security interest) in Lessee's Equipment. Lessee's successors shall the right to remove Lessee's Equipment at any time during the term of this Lease or its earlier termination. Lessee may not store unused equipment on the Premises.

8. Interference.

A. During the term of this Agreement, Lessee shall not interfere with the Lessor's equipment, cabling or antenna located on the Premises. Lessee warrants that

its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Lessor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Lessee further warrants that it will operate, keep and maintain the equipment and antenna at all times in compliance with applicable governmental approvals and requirements to prevent material interference with other authorized radio frequency users of the Property. Lessee further agrees to cooperate with the other authorized users of the Property to identify and eliminate interference problems, and Lessee agrees to cooperate with Lessor and such other tenant(s) and/or licensee(s) to resolve any disputes over radio frequency interference.

B. During the term of this Agreement, or subsequent Renewal Terms, Lessor shall not interfere with the Lessee's equipment, cabling or antenna located on the Premises, including the Tower.

C. Lessor shall not use, nor shall Lessor permit any other Lessee to use any portion of the Premises in any way which materially interferes with the operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Lessor shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, except for such intermittent operation as may be necessary for the purpose of testing. In the event any such interference does not cease promptly, Lessee

shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Agreement. Lessee shall cooperate with Lessor and with any other users of the Tower to accommodate lawful activities in and about the Premises and to prevent or eliminate such unnecessary interference.

D. Lessee shall not use any portion of the Premises in any way which materially interferes with the operations of Lessor or any other Lessee. Such interference shall be deemed a material breach by Lessee, and Lessee shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Lessee shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, except for such intermittent operation as may be necessary for the purpose of testing. In the event any such interference does not cease promptly, Lessor shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Agreement. Lessee shall cooperate with Lessor and with any other users of the Tower to accommodate lawful activities in and about the Premises and to prevent or eliminate such unnecessary interference.

E. Notwithstanding anything to the contrary in this paragraph, Lessor shall have the right, upon prior written notice to Lessee, to engage in maintenance, repair and replacement operations related to the Tower and the Premises. In the event that such activities may or will cause ongoing material interference with Lessee's operations,

Lessee shall have the right, until the completion of Lessor's work, to install a temporary public safety communications facility on the Premises.

9 Prohibition of Assignment. Lessee shall not, without first obtaining the written consent of the Lessor, assign in whole or in part, or sublet or any part of the towers' locations to another without first obtaining the written consent of the Lessor.

10 Other Grounds for Termination. The Lessee may terminate the lease upon ninety (90) days written notice to the Lessor. Lessor may terminate this Lease upon damage or destruction of the demised premises during the Lease term. Should the property be destroyed during the Lease term, and should the Lessor elect to reconstruct a similar improvement on the property, Lessee shall have the right to erect public safety antennas as described herein on the new improvement.

11 Effect of Failure to Insist on Strict Compliance with Conditions. The failure of either party to insist on strict performance of any covenant or condition of this Agreement, or to exercise any option contained herein, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally. Any and all amendments to this Lease shall be made in writing and agreed to by both parties.

12 Mechanics Lien. Lessee shall within thirty (30) days after notice from the Lessor discharge any mechanics liens from materials or labor claimed to have been furnished to the premises on the Lessee's behalf.

13. Notices. Any notice, demand or communication which Lessor or Lessee shall desire or be required to give pursuant to the provisions of this Lease shall be



in writing, sent by registered or certified mail; and the giving of any such notices shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, or upon receipt if personally delivered or sent by next-business day delivery via a nationally recognized overnight courier addressed to the party intended to be given such notice at its address set forth in this Section or to such other address as such party may have designated by notice similarly given.

If to the Lessee:

DuPage Public Safety Communications  
420 N. County Farm Road  
Wheaton, Illinois 60187  
Attention: Director

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Lessor:

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561  
Attention: City Administrator

With a copy to:

John B. Murphey  
Rosenthal, Murphey, Coblentz & Donahue  
30 N. LaSalle Street, Suite 1624  
Chicago, Illinois 60602

14. Lessee's Right to Inspection, Repair, and Maintenance. Lessee, or the Lessee's agents, may enter the premises at any reasonable time, upon adequate notice

to the Lessor (except that no notice need to be given in the case of an emergency) for the purpose of inspection or the making of repairs, replacements, or additions to the equipment and public safety antennas.

15. Peaceful Enjoyment. Lessee covenants that it shall maintain and conduct the activities associated with the erection and maintenance of the public safety antennas so as not to interfere with the rights of the Lessor to the peaceable and quiet enjoyment of the premises.

16. Indemnification; Insurance.

A. Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Lessee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors.

B. Lessee, at its own cost and expense, will maintain commercial general liability insurance with limits of \$3,000,000.00 per occurrence for bodily injury (including death) and for damage or destruction of property. Lessee agrees to name Lessor, its officers, agents and employees as additional Insureds. Lessee shall require that all contractors and subcontractors of Lessee maintain the same insurance with the same limits as required of the Lessee under this Agreement again with the Lessor, its officers, agents and employees being named as additional Insureds.

17. Binding Effect on Successors and Assigns. The provisions of this Lease shall apply to, bind, and inure to the benefit of the Lessor and Lessee, their respective successors, legal representatives, and assigns. It is understood that the term "Lessor" as used in this Lease means the owner, or a mortgagee in possession, so that in the event of any sale or transfer of title in the property the undersigned Lessor shall be freed and relieved of all covenants and obligations accruing under this Agreement. It shall be deemed without further agreement that any purchaser or successor in title to the current Lessor assumes the obligations and agrees to carry out any of all covenants and obligations of the Lessor under this Agreement.

IN WITNESS THEREOF, the parties have caused this Intergovernmental Agreement to be approved and executed as of the date first above written.

**DUPAGE PUBLIC SAFETY  
COMMUNICATIONS**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF DARIEN**

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

## **EXHIBIT 1**

### **Lessee Equipment List**

#### **Description of Improvements:**

- A. Site Plan including location of communications building to be used by Lessee
- B. Floor Plan
- C. Spreadsheet showing equipment specifications
- D. Tower Map for Tower A and B.



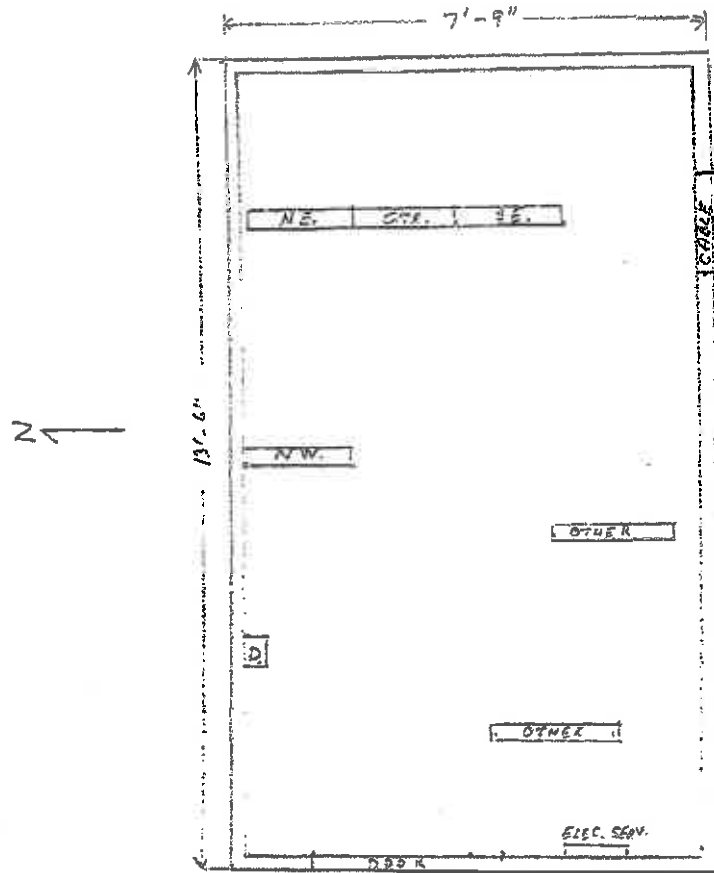
CITY OF DARIEN SHELTER  
1041 S. FRONTAGE ROAD

Ducommun ~~EX~~ B.  
A1

FLOOR PLAN

10/10/16

SCALE 1" = 20'



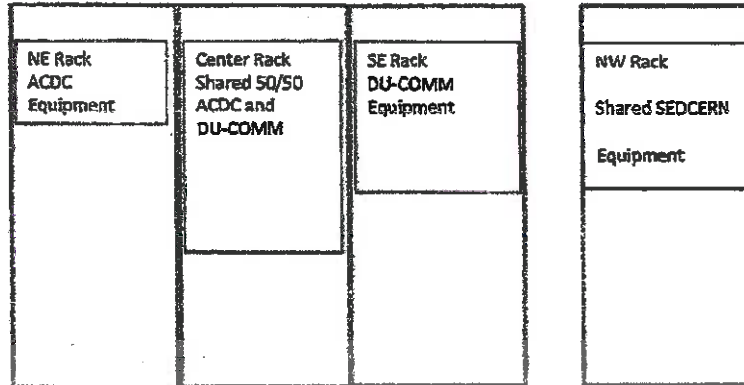
Ducomm ~~Q~~ B  
P

**PROPOSED ACDC LEASE AGREEMENT ATTACHMENT**

**SHELTER:**

DuPage County Public Safety dispatch agencies (ACDC and DUCOMM) have four racks with equipment in the existing shelter. The allocation of space in those racks will be:

- NW rack (shared SEDCERN equipment)
- NE rack (ACDC equipment)
- SE rack (DUCOMM equipment)
- Center rack (shared equipment DU-COMM and ACDC space shared 50/50)



**Ice Bridge:**

New ice bridge will be installed from the north side of the existing shelter to the north leg of Tower B as shown in the attached drawing. Cables will be installed on the existing vertical cable ladder near the north leg. The ice bridge and cable ladder will be shared by ACDC and DUCOMM.

**Tower B:**

Antennas and microwave dishes will be installed as shown on the attached drawing. Ownership is also shown on the drawing.

Ducommun  
 Note: 2 antennas @ 200' Du-comm to build  
 and share with ACDC

SC430HF2L1DFO2N1F (mount top mount)  
 SC430HF2L1DFO2N1F (Inverted using same model)

1 - 3' comm. serv. dish VALP3-11W-6WH/A  
 Ice bridge proposed is a shared cost  
 Between Du-comm & ACDC

DUCOMM EXHIBIT D

**PROPOSED PUBLIC SAFETY EQUIPMENT LIST**

QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE	NOTES
2	SC430HF2L1DFO2N1F	ANTENNA	15000	30000	Top Mount
2	SC430HF2L1DFO2N1F	ANTENNA	15000	30000	Inverted Mount
1	VALP3-11W-6WH/A	DISH	2500	2500	3' Comm. Serv. Dish
1	Ice Bridge	BRIDGE	10000	10000	Shared Cost

Shared Cost between Du-comm & ACDC



Exhibit 1C to MOU between DU-COMM and Darien 01/16/19

Site	Address	Qty	Brand Model	MFR Model Part #	Description	Serial No.	Owner	DU-COMM Asset Tag #	Rack Location	Antenna	Mounting Height TWI	Leg	Use	Cable	Cable Color	Date Installed	Date Removed	Comments
Darien Public Works	1041 S Frontage Rd	1	SINCLAIR	RM301-104S1B	MULTI-COUPLER	CC22771-1-1	DUCOMM		SE RACK							12/1/2004		
Darien Public Works	1041 S Frontage Rd	1	MOTOROLA	CC4RTB3109A	UHF RX'ER (CH5)	TU9357	DUCOMM		SE RACK							6/1/2013		
Darien Public Works	1041 S Frontage Rd	1	MOTOROLA ASTRO-TAC	T5589A	UHF RX'ER	743CER0025	DUCOMM		SE RACK							12/1/2004		
Darien Public Works	1041 S Frontage Rd	1	SEPS POWER WAVE	05146012-5501	UPS	TW114S0023	DUCOMM		SE RACK							12/1/2004		
Darien Public Works	1041 S Frontage Rd	1	SEPS POWER WAVE	05146012-5501	UPS	TV365A0035	DUCOMM		SE RACK							12/1/2004		
Darien Public Works	1041 S Frontage Rd	1	NOKIA	SAR ROUTER			DUCOMM									TBD		
Darien Public Works	1041 S Frontage Rd	1	SELEX	RBS4000K	800 MHz Base Station for PD Backup Channel	TBD	DUCOMM									TBD		
Darien Public Works	1041 S Frontage Rd	1	EMR		800 MHz 4-port TX Combiner	TBD	DUCOMM									TBD		
Darien Public Works	1041 S Frontage Rd	1	EMR		800 MHz 4-port RX Multi-Coupler	TBD	DUCOMM									TBD		
Darien Public Works	1041 S Frontage Rd	1	Sinclair	SC420HF1LDFD02NUF	800 MHz TX Antenna	TBD	DUCOMM				260'					TBD		
Darien Public Works	1041 S Frontage Rd	1	Sinclair	SC420HF1LDFD02INV	800 MHz RX Antenna	TBD	DUCOMM				260'					TBD		
Darien Public Works	1041 S Frontage Rd	1	Commscope	VHLP3-11W-6WH/A 3' Dish	Dish to Willowbrook PD or Burr Ridge PD	TBD	DUCOMM				125'					TBD		
Darien Public Works	1041 S Frontage Rd	1	CAMBIUM	PTP650	4.9 GHz Microwave Radio inside the shelter	TBD	DUCOMM											
Darien Public Works	1041 S Frontage Rd	1	APC	SMT1500RM2U	UPS	WS1249180474	SEDCERN		NW Rack									
Darien Public Works	1041 S Frontage Rd	1	Duracom	DP10-LED-12	DC Dist Panel	None	SEDCERN		NW Rack									
Darien Public Works	1041 S Frontage Rd	1	Duracom	RU2-4012-BMS	DC Power Supply	None	SEDCERN		NW Rack									
Darien Public Works	1041 S Frontage Rd	1	Tripp Lite	ISOBAR12ULTRA	AC Power Strip	None	SEDCERN		NW Rack									
Darien Public Works	1041 S Frontage Rd	1	Power Star	AGM100	12 VDC Battery	None	SEDCERN		NW Rack									
Darien Public Works	1041 S Frontage Rd	1	Gates Air	Intraplex	Intraplex Mux	130520001	SEDCERN		NW Rack									
Darien Public Works	1041 S Frontage Rd	1	Mikro Tik	493AH	Router	33BF0128F4B2/201	SEDCERN		NW Rack									
Darien Public Works	1041 S Frontage Rd	1	Exalt	EX-s GigE	Microwave Radio	PE07135101	SEDCERN		NW Rack									
Darien Public Works	1041 S Frontage Rd	1	Exalt	EX-s GigE	Microwave Radio	PE07135099	SEDCERN		NW Rack									
Darien Public Works	1041 S Frontage Rd	1			60' Ice Bridge from Shelter to Tower B		SEDCERN									TBD		
Darien Public Works	1042 S Frontage Rd	1	Trimble		GPS 1		SEDCERN			Ice Bridge/Tower A			Fire SE	LMR400	Yel/Org			Being removed by ACDC and not being moved to Tower B
Darien Public Works	1043 S Frontage Rd	1	Trimble		GPS 2		SEDCERN			Ice Bridge/Tower A			Fire SE	LMR400	2 Yel/Org			Being removed by ACDC and not being moved to Tower B
Darien Public Works	1041 S Frontage Rd	1		HP4-11RR	Dish 4'		SEDCERN			Tower A	133'		PTP 63rd St	LMR400	Org/Green			Being moved by ACDC to Tower B
Darien Public Works	1041 S Frontage Rd	1		ANT150D3	Dipole 2 Bay		SEDCERN			Tower A	145'		Fire SE	7/8"	Blue/Org			Being removed by ACDC and not being moved to Tower B
Darien Public Works	1041 S Frontage Rd	1		HP4-11RR	Dish 4'		SEDCERN			Tower A	205'		PTP CHWT	LMR400	Red/Org			Being moved by ACDC to Tower B
Darien Public Works	1041 S Frontage Rd	2	SINCLAIR		Omni		DUCOMM			Tower A	250'		Police	7/8"	Black	12/1/2004		Being removed by ACDC and not being moved to Tower B
Darien Police Department	1710 Plainfield Road Darien, IL 60561	1	NA	NA	COMCAST BOX	NA	DUCOMM									2/14/2018		
Darien Police Department	1710 Plainfield Road Darien, IL 60561	1	CISCO	2811	ROUTER		DUCOMM									2/14/2018		

Note: SEDCERN equipment is jointly owned by ACDC and DUCOMM.

SEDCERN equipment on Tower A will be relocated to Tower B by ACDC as noted in comments.

\* 60' Ice Bridge from Shelter to Tower B is SEDCERN Equipment

**AGENDA MEMO**  
**Municipal Services Committee**  
**February 25, 2019**

**ISSUE STATEMENT**

Approval of an ordinance authorizing the disposal of surplus property.

**BACKGROUND/HISTORY**

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

	<b>ITEM</b>	<b>VIN/MODEL#</b>	<b>SERIAL#</b>	<b>EXPLANATION</b>
1	HP Deskjet 895CXI		CN13J1N10X	Broken
2	Gamber Johnson CF28 Mount	NPCF28	0487-C0267	Not Needed
3	Gamber Johnson CF28 Mount	NPCF28	0487-C0305	Not Needed
4	Panasonic CF28 Laptop	CF-28TPTJAZQMBKB	2JKYC02630	Obsolete
5	Panasonic CF28 Laptop	CF-28TPTJAZQMBKB	2JKYC02900	Obsolete
6	Panasonic CF28 Laptop	CF-28TPTJAZQMBKB	2JKYC02596	Obsolete
7	Makita Drill	6337 D	114925A	Broken
8	Polaroid Instant Camera	Sun600		Obsolete
9	MSI Netpad	MS-N031	CCAF08LP0580T2	Replaced
10	Gateway Solo 2100 Laptop w/dock		BC097200364	Obsolete
11	Motorola Desk Trak UHF Base Radio	L54SUM70D0A	154SRS6960	Obsolete
12	Motorola Radius M20 UHF Base Radio	M44GMC20A3AA	799TWG2353	Obsolete
13	NEC/Nortel Phones (X10)			Obsolete
14	Misc Computer Parts			
15	Lenova Thinkpad Laptop	T440P	PB-00RQX2	Replaced
16	Sony Digital Mavica Camera	MVC-FD95	36384	Obsolete

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends the above be declared surplus property and auctioned using Public Surplus or disposed of.

**ALTERNATE CONSIDERATION**

As recommended by the Committee.

**DECISION MODE**

This item will be placed on the March 4, 2019 City Council Agenda for formal approval.

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

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**ORDINANCE NO. \_\_\_\_\_**

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

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

**THIS \_\_\_\_ DAY OF \_\_\_\_\_**

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**Published in pamphlet form by authority of  
the Mayor and City Council of the City of  
Darien, DuPage County, Illinois, this \_\_\_\_  
day of \_\_\_\_\_, 2019.**

ORDINANCE NO. \_\_\_\_\_

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

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

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

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

**SECTION 1:** The Mayor and City Council of the City of Darien find that the following described personal property, now owned by the City of Darien, is no longer necessary or useful to the City of Darien and the best interests of the City of Darien will be served by auctioning it using Public Surplus or disposing of said property.

	ITEM	VIN/MODEL#	SERIAL#	EXPLANATION
1	HP Deskjet 895CXI		CN13J1N10X	Broken
2	Gamber Johnson CF28 Mount	NPCF28	0487-C0267	Not Needed
3	Gamber Johnson CF28 Mount	NPCF28	0487-C0305	Not Needed
4	Panasonic CF28 Laptop	CF-28TPTJAZQMBKB	2JKYC02630	Obsolete
5	Panasonic CF28 Laptop	CF-28TPTJAZQMBKB	2JKYC02900	Obsolete
6	Panasonic CF28 Laptop	CF-28TPTJAZQMBKB	2JKYC02596	Obsolete
7	Makita Drill	6337 D	114925A	Broken
8	Polaroid Instant Camera	Sun600		Obsolete
9	MSI Netpad	MS-N031	CCAF08LP0580T2	Replaced
10	Gateway Solo 2100 Laptop w/dock		BC097200364	Obsolete
11	Motorola Desk Trak UHF Base Radio	L54SUM70D0A	154SRS6960	Obsolete
12	Motorola Radius M20 UHF Base Radio	M44GMC20A3AA	799TWG2353	Obsolete
13	NEC/Nortel Phones (X10)			Obsolete
14	Misc Computer Parts			
15	Lenova Thinkpad Laptop	T440P	PB-00RQX2	Replaced
16	Sony Digital Mavica Camera	MVC-FD95	36384	Obsolete

**ORDINANCE NO.** \_\_\_\_\_

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

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

**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 \_\_\_\_ day of \_\_\_\_\_

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

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

**ILLINOIS,** this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
**KATHLEEN MOESLE WEAVER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JOANNE RAGONA, CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**AGENDA MEMO**  
**Municipal Services Committee**  
**February 25, 2019**

**ISSUE STATEMENT**

Preliminary approval of a **resolution** for the 2019 Street Maintenance contract with Brothers Asphalt Paving, Inc., as per the following schedule of pricing:

Base Bid -	\$1,413,669.00
Alternate 1-Summit Rd	\$ 93,892.40
<u>Alternate 2-Patching</u>	<u>\$ 58,500.00</u>
Total Cost	\$1,566,061.40

**The proposed contract is subject to the FY19-20 Budget approval.**

**BACKGROUND/HISTORY**

The City's 2019 Street Maintenance Program proposed 5.1 miles. Typically, the annual program averages approximately 5 miles per year. In anticipation of price increases, staff listed one alternate roadway for resurfacing within the bid packet. Staff is proposing the following program for this year and includes 4.88 miles:

**Base Bid** - Includes the proposed schedule as listed above "2019 Road Resurfacing Program"  
 \$1,413,669.00

**2019 Road Program Schedule**

<b>STREET</b>	<b>RATING</b>	<b>SUBDIVISION</b>	<b>LIMITS</b>	<b>ROAD LENGTH (linear ft.)</b>	<b>PREVIOUS RESURFACING</b>
Dale Road	66	Marion Hills North	67 <sup>th</sup> St - 68 <sup>th</sup> St	860	2003
Clarendon Hills Rd	67	67 <sup>th</sup> -75 <sup>th</sup>	67 <sup>th</sup> St - 75 <sup>th</sup> St	5300	2001
Eleanor Place	65	Marion Hills South	Janet Ave – Plainfield Rd	700	2004
71st Street	64	Hinsbrook	Clarendon Hills Rd – Cass Ave	5280	2002
Beechnut Lane	65	Hinsbrook	Hinsbrook Ave – Belair Dr	1750	2006
Tennessee Avenue	67	Plainfield Highlands	Plainfield Rd - 72 <sup>nd</sup> St	980	2007
Walnut Dr	67	Farmingdale Terrace West	Warwick Ave – Farmingdale Dr	2300	2006
Park Ave	65	Farmingdale Unit 5 - 9	75 <sup>th</sup> St – 73 <sup>rd</sup> St	1200	2005
Shelley Ct	65	Farmingdale Unit 5 - 9	Park Ave – Limit	450	2005
Carrol Ct	65	Farmingdale Unit 5 - 9	Park Ave - Limit	450	2005
77th St	65	Brookhaven #2	Knottingham Ln – Williams St	420	2000
Hawthorne Pl	65	Brookhaven #2	Plainfield Rd – Williams St	330	2005
Stevens St	65	Brookhaven #2	Plainfield Rd – Williams St	540	2005
Parkview Dr	66	Farmingdale Village	Beller Dr - 83 <sup>rd</sup> St	1310	2003
Hillside Ct	65	Farmingdale Village	Hillside Rd - Limit	300	2006
Ripple Ridge Dr. CDS	65	Hidden Lakes	Ripple Ridge Dr - Limit	400	2004
Spring Ct	65	Hidden Lakes	Ripple Ridge Dr - Limit	300	2004
Pine Parkway	67	Pine Parkway	Plainfield Rd - Limit	1800	2007
Summit Rd - Alternate	67	Farmingdale Unit 5 - 9	71st St – Clemens Rd	2240	2006
<b>LINEAR FEET</b>				<b>26,910.0</b>	
<b>MILES</b>				<b>5.1</b>	

**Alternate 1** - Summit Rd \$93,892.40 – Includes grinding and overlay/resurfacing.

**Alternate 2** - Patching \$58,500.00 – Includes the removal and replacement of road base throughout the City due to failing base.

*The bid tabulations included two (2) Alternates and are broken down below.*

**Alternate 1 – Summit Road** **\$ 93,892.40**  
**Alternate 2 – Patching-1500 Square Yards** **\$ 58,500.00**

Sealed bids were opened on Wednesday, January 30, 2019. A summary of the nine (9) bids received is attached and labeled as **Attachment A**. Brothers Asphalt Paving, Inc. provided the lowest responsive base bid and Alternates 1 and 2. Christopher B. Burke Engineering contacted two references which highly recommend Brothers Asphalt Paving, Inc. See **Attachment B**.

The proposed 2019 Road Program would be funded from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19-20 BUDGET	PROPOSED EXPENDITURE
25-35-4855	STREET RECONSTRUCTION/REHAB- 2019 City Road Maintenance Program	\$ 1,413,669.00	\$ 1,413,669.00
	Alternate 1 – Summit Road	\$ 93,892.40	\$ 93,892.40
	Alternate 2 – Patching	\$ 58,500.00	\$ 58,500.00
	<b>TOTAL COSTS</b>		<b>\$ 1,566,061.40</b>

**STAFF RECOMMENDATION**

Pending funding for the program, Christopher B. Burke Engineering and staff recommend awarding the base bid and Alternate 1 and 2 to Brothers Asphalt Paving Inc. for the 2019 Road Maintenance Contract in the amount of \$1,566,061.40.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on a future City Council agenda for formal approval.

CHRISTOPHER B. BURKE ENGINEERING, LTD.

CITY OF DARIEN  
 2019 ROAD PROGRAM  
 (CBBEL PROJECT NO. 18-0527)  
 BID TABULATION  
 DATE: January 30, 2019

NUMBER	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		BROTHERS ASPHALT PAVING, INC.		LINDAHL BROTHERS, INC.		BUILDERS PAVING		SCHROEDER ASPHALT SERVICES, INC.		K-FIVE CONSTRUCTION CORP.		M&J ASPHALT PAVING COMPANY, INC.		A LAMP CONCRETE CONTRACTORS, INC		R.W. DUNTEMAN CO.			
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	93730	\$ 0.95	\$ 89,043.50	\$ 0.20	\$ 18,746.00	\$ 0.01	\$ 937.30	\$ 0.01	\$ 937.30	\$ 0.01	\$ 937.30	\$ 0.01	\$ 937.30	\$ 0.01	\$ 937.30	\$ 0.01	\$ 937.30	\$ 0.01	\$ 937.30	\$ 0.82	\$ 76,858.60
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	4450	\$ 80.00	\$ 356,000.00	\$ 85.00	\$ 378,250.00	\$ 89.00	\$ 396,050.00	\$ 84.50	\$ 376,025.00	\$ 92.00	\$ 409,400.00	\$ 70.00	\$ 311,500.00	\$ 90.00	\$ 400,500.00	\$ 96.50	\$ 429,425.00	\$ 91.46	\$ 406,997.00		\$ 406,997.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	8850	\$ 80.00	\$ 708,000.00	\$ 74.58	\$ 660,033.00	\$ 70.00	\$ 619,500.00	\$ 69.00	\$ 610,650.00	\$ 77.50	\$ 685,875.00	\$ 60.13	\$ 532,150.50	\$ 78.00	\$ 690,300.00	\$ 78.00	\$ 690,300.00	\$ 78.04	\$ 690,854.00		\$ 690,854.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	94620	\$ 2.50	\$ 236,550.00	\$ 1.95	\$ 184,509.00	\$ 2.50	\$ 236,550.00	\$ 2.85	\$ 269,667.00	\$ 2.17	\$ 205,325.40	\$ 5.70	\$ 539,334.00	\$ 2.35	\$ 222,357.00	\$ 3.15	\$ 298,053.00	\$ 3.09	\$ 292,375.80		\$ 292,375.80
48101200	AGGREGATE SHOULDER, TYPE B	TON	450	\$ 25.00	\$ 11,250.00	\$ 30.00	\$ 13,500.00	\$ 35.00	\$ 15,750.00	\$ 30.00	\$ 13,500.00	\$ 27.00	\$ 12,150.00	\$ 26.00	\$ 11,700.00	\$ 45.00	\$ 20,250.00	\$ 26.25	\$ 11,812.50	\$ 43.96	\$ 19,782.00		\$ 19,782.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	10000	\$ 0.60	\$ 6,000.00	\$ 1.13	\$ 11,300.00	\$ 0.40	\$ 4,000.00	\$ 0.60	\$ 6,000.00	\$ 0.25	\$ 2,500.00	\$ 0.01	\$ 100.00	\$ 0.85	\$ 8,500.00	\$ 0.01	\$ 100.00	\$ 0.97	\$ 9,700.00		\$ 9,700.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	10000	\$ 0.60	\$ 6,000.00	\$ 1.10	\$ 11,000.00	\$ 0.40	\$ 4,000.00	\$ 0.60	\$ 6,000.00	\$ 0.25	\$ 2,500.00	\$ 0.01	\$ 100.00	\$ 0.85	\$ 8,500.00	\$ 0.01	\$ 100.00	\$ 0.97	\$ 9,700.00		\$ 9,700.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	250	\$ 10.00	\$ 2,500.00	\$ 3.86	\$ 965.00	\$ 4.00	\$ 1,000.00	\$ 4.00	\$ 1,000.00	\$ 3.75	\$ 937.50	\$ 3.79	\$ 947.50	\$ 3.79	\$ 947.50	\$ 4.17	\$ 1,042.50	\$ 3.75	\$ 937.50		\$ 937.50
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	12000	\$ 3.00	\$ 36,000.00	\$ 0.56	\$ 6,720.00	\$ 0.65	\$ 7,800.00	\$ 0.60	\$ 7,200.00	\$ 0.60	\$ 7,200.00	\$ 0.55	\$ 6,600.00	\$ 0.61	\$ 7,320.00	\$ 0.55	\$ 6,600.00	\$ 0.55	\$ 6,600.00		\$ 6,600.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1000	\$ 3.00	\$ 3,000.00	\$ 0.72	\$ 720.00	\$ 0.75	\$ 750.00	\$ 0.75	\$ 750.00	\$ 0.77	\$ 770.00	\$ 0.70	\$ 700.00	\$ 0.79	\$ 790.00	\$ 0.87	\$ 870.00	\$ 0.70	\$ 700.00		\$ 700.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	700	\$ 5.00	\$ 3,500.00	\$ 1.44	\$ 1,008.00	\$ 1.50	\$ 1,050.00	\$ 1.50	\$ 1,050.00	\$ 1.55	\$ 1,085.00	\$ 1.40	\$ 980.00	\$ 1.89	\$ 1,323.00	\$ 2.06	\$ 1,456.00	\$ 1.40	\$ 980.00		\$ 980.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	60	\$ 10.00	\$ 600.00	\$ 4.12	\$ 247.20	\$ 5.00	\$ 300.00	\$ 4.25	\$ 255.00	\$ 4.40	\$ 264.00	\$ 4.00	\$ 240.00	\$ 3.79	\$ 227.40	\$ 4.17	\$ 250.20	\$ 4.00	\$ 240.00		\$ 240.00
85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 2,163.00	\$ 4,326.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,205.00	\$ 4,410.00	\$ 2,100.00	\$ 4,200.00	\$ 2,100.00	\$ 4,200.00	\$ 2,310.00	\$ 4,620.00	\$ 2,100.00	\$ 4,200.00		\$ 4,200.00
*88600600	DETECTOR LOOP REPLACEMENT	FOOT	760	\$ 40.00	\$ 30,400.00	\$ 16.48	\$ 12,524.80	\$ 18.00	\$ 13,680.00	\$ 17.00	\$ 12,920.00	\$ 16.80	\$ 12,768.00	\$ 16.00	\$ 12,160.00	\$ 16.00	\$ 12,160.00	\$ 17.60	\$ 13,376.00	\$ 16.00	\$ 12,160.00		\$ 12,160.00
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	11	\$ 450.00	\$ 4,950.00	\$ 420.00	\$ 4,620.00	\$ 500.00	\$ 5,500.00	\$ 525.00	\$ 5,775.00	\$ 450.00	\$ 4,950.00	\$ 600.00	\$ 6,600.00	\$ 550.00	\$ 6,050.00	\$ 325.00	\$ 3,575.00	\$ 871.75	\$ 9,589.25		\$ 9,589.25
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	3840	\$ 45.00	\$ 172,800.00	\$ 30.00	\$ 115,200.00	\$ 35.00	\$ 134,400.00	\$ 49.00	\$ 188,160.00	\$ 41.00	\$ 157,440.00	\$ 25.00	\$ 96,000.00	\$ 45.00	\$ 172,800.00	\$ 25.00	\$ 96,000.00	\$ 49.26	\$ 189,158.40		\$ 189,158.40
*INDICATES SPECIAL PROVISION				TOTAL =		\$ 1,670,593.50		\$ 1,413,669.00		\$ 1,442,367.30		\$ 1,511,074.70		\$ 1,524,239.30		\$ 1,548,942.20		\$ 1,559,237.50		\$ 1,732,532.55			

CODE NO.	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		BROTHERS ASPHALT PAVING, INC.		LINDAHL BROTHERS, INC.		SCHROEDER ASPHALT SERVICES, INC.		M&J ASPHALT PAVING COMPANY, INC.		K-FIVE CONSTRUCTION CORP.		A LAMP CONCRETE CONTRACTORS, INC		R.W. DUNTEMAN CO.		BUILDERS PAVING	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	6660	\$ 0.95	\$ 6,327.00	\$ 0.20	\$ 1,332.00	\$ 0.01	\$ 66.60	\$ 0.01	\$ 66.60	\$ 0.01	\$ 66.60	\$ 0.01	\$ 66.60	\$ 0.01	\$ 66.60	\$ 0.85	\$ 5,661.00	\$ 0.01	\$ 66.60
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	320	\$ 80.00	\$ 25,600.00	\$ 85.00	\$ 27,200.00	\$ 89.00	\$ 28,480.00	\$ 92.00	\$ 29,440.00	\$ 90.00	\$ 28,800.00	\$ 70.00	\$ 22,400.00	\$ 96.50	\$ 30,880.00	\$ 91.56	\$ 29,299.20	\$ 93.00	\$ 29,760.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	630	\$ 80.00	\$ 50,400.00	\$ 73.00	\$ 45,990.00	\$ 70.00	\$ 44,100.00	\$ 77.00	\$ 48,510.00	\$ 78.00	\$ 49,140.00	\$ 60.00	\$ 37,800.00	\$ 78.00	\$ 49,140.00	\$ 79.00	\$ 49,770.00	\$ 80.00	\$ 50,400.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	6720	\$ 2.50	\$ 16,800.00	\$ 2.07	\$ 13,910.40	\$ 2.50	\$ 16,800.00	\$ 1.95	\$ 13,104.00	\$ 2.35	\$ 15,792.00	\$ 5.70	\$ 38,304.00	\$ 2.45	\$ 16,464.00	\$ 2.16	\$ 14,515.20	\$ 3.50	\$ 23,520.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	140	\$ 45.00	\$ 6,300.00	\$ 39.00	\$ 5,460.00	\$ 35.00	\$ 4,900.00	\$ 43.00	\$ 6,020.00	\$ 45.00	\$ 6,300.00	\$ 25.00	\$ 3,500.00	\$ 45.00	\$ 6,300.00	\$ 52.74	\$ 7,383.60	\$ 55.00	\$ 7,700.00
*INDICATES SPECIAL PROVISION				TOTAL =		\$ 105,427.00		\$ 93,892.40		\$ 94,346.60		\$ 97,140.60		\$ 100,098.60		\$ 102,070.60		\$ 102,850.60		\$ 111,446.60	

NUMBER	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		BROTHERS ASPHALT PAVING, INC.		LINDAHL BROTHERS, INC.		SCHROEDER ASPHALT SERVICES, INC.		A LAMP CONCRETE CONTRACTORS, INC		BUILDERS PAVING		M&J ASPHALT PAVING COMPANY, INC.		K-FIVE CONSTRUCTION CORP.		R.W. DUNTEMAN CO.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	1500	\$ 45.00	\$ 67,500.00	\$ 39.00	\$ 58,500.00	\$ 45.50	\$ 68,250.00	\$ 50.00	\$ 75,000.00	\$ 56.00	\$ 84,000.00	\$ 58.00	\$ 87,000.00	\$ 58.50	\$ 87,750.00	\$ 58.65	\$ 87,975.00	\$ 66.58	\$ 99,870.00
*INDICATES SPECIAL PROVISION				TOTAL =		\$ 67,500.00		\$ 58,500.00		\$ 68,250.00		\$ 75,000.00		\$ 84,000.00		\$ 87,000.00		\$ 87,750.00		\$ 99,870.00	

███ DENOTES ERROR




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

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

February 1, 2019

 City of Darien City Hall  
 1702 Plainfield Rd  
 Darien, IL 60561

Attention: Dan Gombac

 Subject: City of Darien - 2019 Road Program  
 (CBBEL Project No. 18-0527)

Dear Dan:

On Wednesday, January 30<sup>th</sup>, 2019 at 9:30 a.m., bids were received at the City of Darien City Hall for the 2019 Road Program. There were nine (9) bids received for this project. Below is our engineer's estimate and bid results. I have attached the complete bid results separately. The low bid is in **bold**.

Company Name	Base Bid	Alternate 1 Bid - As Read	Alternate 1 Bid - As Corrected	Alternate 2 Bid	Bid Bond
Engineer's Estimate	\$1,670,593.50	\$105,427.00	-	\$67,500.00	✓
<b>BROTHERS ASPHALT PAVING, INC.</b>	<b>\$1,413,669.00</b>	<b>\$93,892.40</b>	-	<b>\$58,500.00</b>	✓
LINDAHL BROTHERS, INC.	\$1,442,367.30	\$94,346.60	-	\$68,250.00	✓
BUILDERS PAVING	\$1,498,989.30	\$111,446.60	-	\$87,000.00	✓
SCHROEDER ASPHALT SERVICES, INC.	\$1,511,074.70	\$97,140.60	-	\$75,000.00	✓
K-FIVE CONSTRUCTION CORP.	\$1,524,239.30	\$102,070.60	-	\$87,975.00	✓
M&I ASPHALT PAVING COMPANY, INC.	\$1,548,942.20	\$100,098.60	-	\$87,750.00	✓
A LAMP CONCRETE CONTRACTORS, INC.	\$1,559,237.50	\$102,840.60	\$102,850.60	\$84,000.00	✓
R.W. DUNTEMAN CO.	\$1,732,532.55	\$106,629.00	-	\$99,870.00	✓

\*JOHNSON PAVING'S BID HAS BEEN REJECTED DUE TO HAVING AN INCOMPLETE SCHEDULE OF PRICES.

It is our understanding the City Staff will determine the award of the base bid and any alternates to Brothers Asphalt Paving, Inc. Please note that Brothers Asphalt Paving, Inc. was the low qualified bidder for the base bid and alternate bids of \$1,566,061.40. CBBEL has called two references which highly recommend Brothers Asphalt Paving, Inc. and CBBEL believes their bid to be in order. Therefore, the City suggests accepting Brothers Asphalt Paving, Inc.'s bid as determined by Staff.

Enclosed for your review are the reviewed bid tabulations and phone logs. If you have any other questions, please do not hesitate to contact me.

Sincerely,

 Lee M. Feil, PE  
 Assistant Department Head – Civil Engineering Design



## PHONE CONVERSATION LOG

DATE: February 4, 2019

PERSON (Contacted/Calling): John Dusza

AFFILIATION: Winfield Road District

PHONE NUMBER: 630-231-8850

CBBEL REPRESENTATIVE: Jeff E. Househ, ET

PROJECT NAME/NUMBER: Darien 2019 Road Program

### NOTES:

**What was your title or role on this project (2018 Road Maintenance)?**

Highway Commissioner

**Was the contractor the General Contractor or a Subcontractor?**

General Contractor

**What was the type of work and approximate cost?**

- Resurfacing, sidewalk and curb spot repairs, all necessary restoration.
- \$1,008,276.19

**Was the job completed on time and within budget?**

- Yes
- Yes

**Were there any change orders? If yes, for what?**

- No

**Were you satisfied with the quality of work performed?**

- Yes

**Were they easy to work with? Would you recommend using them?**

- Yes
- Yes

N:\DARIEN\180527\Admin\Reference Phone Check\_John Dusza.docx



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

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



## PHONE CONVERSATION LOG

DATE: February 4, 2019

PERSON (Contacted/Calling): Mike Kozar

AFFILIATION: Village of Bartlett

PHONE NUMBER: 630-837-0811

CBBEL REPRESENTATIVE: Jeff E. Househ, ET

PROJECT NAME/NUMBER: Darien 2019 Road Program

### NOTES:

**What was your title or role on this project (2018 MFT Various Streets)?**

Project Manager

**Was the contractor the General Contractor or a Subcontractor?**

General Contractor

**What was the type of work and approximate cost?**

- Resurfacing, sidewalk and curb spot repairs, all necessary restoration.
- \$1,009,315.86

**Was the job completed on time and within budget?**

- Yes
- Yes, under budget.

**Were there any change orders? If yes, for what?**

- No

**Were you satisfied with the quality of work performed?**

- Yes

**Were they easy to work with? Would you recommend using them?**

- Yes
- Yes

N:\DARIEN\180527\Admin\Reference Phone Check\_Mike Kozar.docx



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

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE 2019 STREET MAINTENANCE PROJECT BETWEEN THE CITY OF DARIEN AND BROTHERS ASPHALT PAVING, INC. THE FOLLOWING SCHEDULE OF PRICING: BASE BID - \$1,413,669.00; ALTERNATE 1 – SUMMIT ROAD - \$93,892.40; ALTERNATE 2 – PATCHING - \$58,500.00; FOR A TOTAL OF \$1,566,061.40**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a contract for the 2019 Street Maintenance Program, between the City of Darien and Brothers Asphalt Paving, Inc., including the Base Bid in the amount of \$1,413,669.00 Alternate 1 – Summit Road - \$93,892.40 and Alternate 2 - Patching \$58,500.00 for a total of \$1,566,061.40, a copy of which is attached hereto as “**Exhibit A**” and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of March, 2019.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 4<sup>th</sup> day of March, 2019.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

County DuPage  
 Local Public Agency City of Darien  
 Section Number ---  
 Route Various

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

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

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for \_\_\_\_\_ 2019 Road Program \_\_\_\_\_, in \_\_\_\_\_ City of Darien \_\_\_\_\_ are essential documents of this contract and are a part hereof.

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

Attest: \_\_\_\_\_ Clerk  
 (Seal) \_\_\_\_\_  
 The \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Darien \_\_\_\_\_  
 By \_\_\_\_\_  
 Party of the First Part

*(If a Corporation)*

Corporate Name \_\_\_\_\_  
 By \_\_\_\_\_  
 President \_\_\_\_\_ Party of the Second Part

*(If a Co-Partnership)*

Attest: \_\_\_\_\_  
 Secretary

Partners doing Business under the firm name of

Party of the Second Part

*(If an individual)*

Party of the Second Part



Route \_\_\_\_\_  
County DuPage  
Local Agency City of Darien  
Section \_\_\_\_\_

We, \_\_\_\_\_

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois \_\_\_\_\_,

as PRINCIPAL, and \_\_\_\_\_

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

\_\_\_\_\_ Dollars ( \_\_\_\_\_ ), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2019

**PRINCIPAL**

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2019

My commission expires \_\_\_\_\_  
Notary Public (SEAL)

**SURETY**

\_\_\_\_\_  
(Name of Surety)

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

(SEAL)

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2019

My commission expires \_\_\_\_\_  
Notary Public (SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019

Attest:

\_\_\_\_\_  
City of Darien  
(Awarding Authority)

Clerk

\_\_\_\_\_  
(Chairman/Mayor/President)

RETURN WITH BID

PROPOSAL

County DuPage
Local Public Agency City of Darien
Section Number ---
Route --

1. Proposal of Brothers Asphalt Paving, Inc

for the improvement of the above section by the construction of Hot-mix asphalt surface removal, polymerized leveling binder, surface course, pavement markings, and patching, all as further described in the contract documents for the said work prepared by Christopher B. Burke Engineering, Ltd. (CBBEL)

a total distance of 24,715 feet, of which a distance of 24,715 feet, ( 4.68 miles) are to be improved.

2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 35 working days unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

City of Darien Clerks Office

The amount of the check is Five Percent ( 5% of bid amount )

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for:

8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.



RETURN WITH BID

SCHEDULE OF PRICES

County DuPage  
 Local Public Agency City of Danion  
 Section \_\_\_\_\_  
 Route \_\_\_\_\_

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total
	N/A	

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for BASE BID					Bidder's Proposal for Making Entire Improvements \$1,413,669.00	
Item No.	Items	Unit	Quantity	Unit Price	Total Cost	
40600276	BITUMINOUS MATERIALS (PRIME COAT)	POUND	93790	\$ 0.20	\$	18,746.00
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	4450	\$ 85.00	\$	378,250.00
40600995	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	8850	\$ 74.58	\$	660,033.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	94820	\$ 1.95	\$	184,509.00
48101200	AGGREGATE SHOULDERS, TYPE B	TON	450	\$ 30.00	\$	13,500.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	10000	\$ 1.13	\$	11,300.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	10000	\$ 0.10	\$	1,000.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	250	\$ 3.86	\$	965.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	12000	\$ 0.56	\$	6,720.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1000	\$ 0.72	\$	720.00
78000800	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	700	\$ 1.44	\$	1,008.00
78000850	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	60	\$ 4.12	\$	247.20
85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	2	\$ 2,163.00	\$	4,326.00
88000600	DETECTOR LOOP REPLACEMENT	FOOT	760	\$ 16.48	\$	12,524.80
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	11	\$ 420.00	\$	4,620.00
*XX006952	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	3840	\$ 30.00	\$	115,200.00
Bidder's Proposal for BASE BID					\$	1,413,669.00

RETURN WITH BID

SCHEDULE OF PRICES

County DuPage  
 Local Public Agency City of Darien  
 Section \_\_\_\_\_  
 Route \_\_\_\_\_

Schedule for Multiple Bids

Combination Letter	Sections Included In Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for ALTERNATE 1 BID - SUMMIT ROAD					
Bidder's Proposal for ALTERNATE 1 BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	6660	\$ 0.20	\$ 1,332.00
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	320	\$ 85.00	\$ 27,200.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	630	\$ 73.00	\$ 45,990.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	6720	\$ 2.07	\$ 13,910.40
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	140	\$ 39.00	\$ 5,460.00
Bidder's Proposal for ALTERNATE 1 BID					\$ 93,892.40

**RETURN WITH BID**

**SCHEDULE OF PRICES**

County DuPage  
 Local Public Agency City of Darien  
 Section \_\_\_\_\_  
 Route \_\_\_\_\_

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**  
 (For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for ALTERNATE 2 BID - MISCELLANEOUS PATCHING					
Bidder's Proposal for ALTERNATE 2 BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
*XX008392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	1500	\$ 39.00	\$ 58,500.00
Bidder's Proposal for ALTERNATE 2 BID					\$ 58,500.00

RETURN WITH BID

SIGNATURES

County DuPage  
Local Public Agency City of Darien  
Section Number ---  
Route ---

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Inset Names and Addressed of All Partners

} \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name Brothers Asphalt Paving, Inc

Signed By   
President

Business Address 315 S. Stewart Ave. Addison, IL. 60101  
\_\_\_\_\_

Inset Names of Officers

{ President Natalia Colella

Secretary Nick Colella

Treasurer Natalia Colella

Attest:

  
Secretary

RETURN WITH BID



Illinois Department of Transportation

Affidavit of Illinois Business Office

County DuPage
Local Public Agency City of Darien
Section Number ---
Route ---

State of Illinois )
) ss.
County of DuPage )

I, Natalia Colella of Addison, Illinois,
(Name of Affiant) (City of Affiant) (State of Affiant)

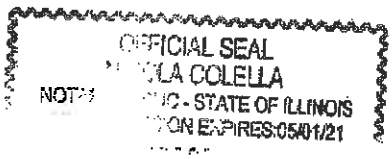
being first duly sworn upon oath, states as follows:

- 1. That I am the President of Brothers Asphalt Paving, Inc.
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Brothers Asphalt Paving, Inc. will maintain a business office in the State of Illinois which will be located in DuPage County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

[Handwritten Signature]
Natalia Colella
(Print Name of Affiant)

This instrument was acknowledged before me on 30th day of January, 2019.

(SEAL)



[Handwritten Signature]
(Signature of Notary Public)

**2019 ROAD PROGRAM - BASE BID**

STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
Dale Road	67 <sup>th</sup> Street – 68 <sup>th</sup> Street	850	18	1,700	2" MILLING	
Clarendon Hills Road	67 <sup>th</sup> Street – 75 <sup>th</sup> Street	5300	41	24,144	2" MILLING	✓
Eleanor Place	Janet Avenue – Plainfield Road	700	21	1,623	2" MILLING	
71 <sup>st</sup> Street	Clarendon Hills Road – Cass Avenue	5280	36	20,533	2" MILLING	✓
Beechnut Lane	Hinsbrook Avenue – Belair Drive	1775	26	6,126	2" MILLING	✓
Tennessee Avenue	Plainfield Road – 72 <sup>nd</sup> Street	980	21	2,287	2" MILLING	
Walnut Drive	Warwick Avenue – Farmingdale Drive	2300	27	6,900	2" MILLING	
Park Avenue	75 <sup>th</sup> Street – 79 <sup>th</sup> Street	1200	26	3,467	2" MILLING	✓
Shelley Court	Park Avenue - Limit	450	24	1,200	2" MILLING	✓
Carrol Court	Park Avenue - Limit	450	25	1,250	2" MILLING	✓
77 <sup>th</sup> Street	Knottingham Lane – Williams Street	450	27	1,350	2" MILLING	✓
Hawthorne Place	Stevens Street – Williams Street	830	23	843	2" MILLING	✓
Stevens Street	Plainfield Road – Hawthorne Place	540	24	1,440	2" MILLING	✓
Parkview Drive	Beller Drive – 83 <sup>rd</sup> Street	1310	30	4,367	2" MILLING	✓
Hillside Court	Hillside Lane - Limit	300	28	933	2" MILLING	✓
Ripple Ridge Cove	Ripple Ridge Drive - Limit	400	37	1,644	2" MILLING	✓
Spring Court	Ripple Ridge Drive - Limit	300	38	1,200	2" MILLING	✓
Pine Parkway	Plainfield Road - Limit	1800	35	7,000	2" MILLING	✓
TOTAL =		24,718		87,020		

**2019 ROAD PROGRAM - ALTERNATE 1 BID**

STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
Summit Road	71st Street - Clemens Road	2240	27	6,720	2" MILLING	✓
TOTAL =		2,240		6,720		

**2019 ROAD PROGRAM - ALTERNATE 2 BID**

STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
Miscellaneous Patching	Various Streets	N/A	N/A	1,500	CLASS D PATCHES	
TOTAL =		0		1,500		

**Start Date**

No work shall begin before May 15, 2019 without City approval.

**Completion Date**

All work shall be completed within 35 working days from the start date including all punch list items.

**Rejection of Bids**

The Village reserves the right to defer the award of the contract for a period not to exceed ninety (90) calendar days after the date bids are received, and to accept or reject any or all proposals and to waive technicalities.

**Basis of Award**

The City will choose the "low bidder" based upon City's budget, and the total for the Base Bid and any combination of Alternate Bids. The City may also delete streets from the Bid with no adjustment to unit prices.

**AGENDA MEMO**  
**Municipal Services Committee**  
**February 25, 2019**

**ISSUE STATEMENT**

A resolution authorizing the Mayor to execute a contract extension with Rag's Electric, Inc., for the 2019/20 Street Light Maintenance Contract beginning May 1, 2019 through April 30, 2020.

**BACKGROUND/HISTORY**

On March 7, 2018 staff had received four (4) sealed bids for the 2019/20 Street Light Maintenance Contract. Attached, please find the bid tabulation, labeled as Attachment A, for costs to repair street lights, hourly rates for labor, equipment, and lamp costs. The attached tabulation also includes a pricing schedule for two additional option years. The proposed contract extension would be the first extension, year two (2) of a three (3) year contract.

Below, please find a summary of the items within the proposed contract and attached please find Attachment B-labeled as Proposed Cost Estimates for 2019/20.

**Item 1A-Cost to Repair Street Light** - This item requires the vendor to repair the street light at a specified unit cost. The repair would include equipment labor and the LED fixture.

**Item 1B-Cost to Repair Ballast** - This item requires the vendor to repair the ballast at a specified unit cost. The repair would include equipment labor and the ballast.

**Item 1C-Cost to Repair Fuse Kit** - This item requires the vendor to repair the fuse kit at a specified unit cost. The repair would include equipment labor and the fuse kit.

**Item 2-Hourly Rate for Labor and Equipment** - This item requires the vendor to provide unit costs on an hourly basis for labor and equipment. Such items would include a light pole knock down, identifying a ground fault or any other extraordinary mishaps.

**Items 3-Lamp Charges** -This item requires the vendor to provide unit pricing for various LED lamps to re-lamp a light pole(s) to a specified wattage. These items would be utilized if it was determined that an increased or reduced wattage light bulb would better serve an intersection or residence.

**Option 4a-Aluminum Pole-Option 4b-Concrete Pole-Option 5-Uniduct-Option 6-Straightening Concrete Poles**

Occasionally the City of Darien receives petitioned requests for the installation of aluminum and concrete street lights. The light pole installation will be subject to an additional cost for Uniduct wiring, at a per a lineal foot unit price installed.

The Street Light Contract was further bid for 2 additional option years, 2019/20 and 2020/21. Upon performance review, an extension would be entertained at a future date for City Council approval.

Street Light Maintenance

February 25, 2019

Page 2

The 2019/20 Budget calls out for the funding for the Street Light Program from the following line items:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19/20 BUDGET	PROPOSED EXPENDITURE
01-30-4359	STREET LIGHT OPERATION & MAINTENANCE	\$ 35,000	\$ 35,000
01-30-4359	STREET LIGHT INSTALLATION	\$ 8,000	\$ 8,000
	TOTAL	\$ 43,000	\$ 43,000

**STAFF RECOMMENDATION**

Staff recommends approval of the contract extension through the attached resolution. The vendor has provided quality service to the City since 2012 and accepts the extension. See Attachment C.

**ALTERNATE CONSIDERATION**

Not approving the street light maintenance contract.

**DECISION MODE**

This item will be placed on the agenda for formal consideration at the March 4, 2019 City Council meeting.



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

SEALED BID: 2018-2020 Street Light Maintenance

OPENING DATE/TIME: March 7, 2018 @ 10:00 a.m.

		<b>Rag's Electric, Inc.</b>	<b>Rag's Electric, Inc.</b>	Lyons Electric Company, Inc.	Meade, Inc	H & H Electric Co.				
			<b>renegotiated</b>							
ITEM	DESCRIPTION									
	Part A - 2018	\$ 41,761.00	\$ 40,411.00		\$ 70,165.00	\$ 49,070.43		\$ 43,619.23		
	Part B - 2018	\$ 713.00	\$ 713.00		\$ 1,146.00	\$ 953.14		\$ 880.73		
	<b>Total 2018</b>	<b>\$ 42,474.00</b>	<b>\$ 41,124.00</b>		<b>\$ 71,311.00</b>	<b>\$ 50,023.57</b>		<b>\$ 44,499.96</b>		
	Part A - 2019	\$ 42,969.00	\$ 41,219.00		\$ 72,367.00	\$ 51,031.92		\$ 43,619.23		
	Part B - 2019	\$ 726.00	\$ 726.00		\$ 1,186.00	\$ 991.26		\$ 880.73		
	<b>Total 2019</b>	<b>\$ 43,695.00</b>	<b>\$ 41,945.00</b>		<b>\$ 73,553.00</b>	<b>\$ 52,023.18</b>		<b>\$ 44,499.96</b>		
	Part A - 2020	\$ 44,079.00	\$ 41,929.00		\$ 74,598.00	\$ 53,073.70		\$ 43,619.23		
	Part B - 2020	\$ 741.00	\$ 741.00		\$ 1,231.00	\$ 1,030.89		\$ 880.73		
	<b>Total 2020</b>	<b>\$ 44,820.00</b>	<b>\$ 42,670.00</b>		<b>\$ 75,829.00</b>	<b>\$ 54,104.59</b>		<b>\$ 44,499.96</b>		
<b>Total</b>		<b>\$ 130,989.00</b>	<b>\$ 125,739.00</b>		<b>\$ 220,693.00</b>	<b>\$ 156,151.34</b>		<b>\$ 133,499.88</b>		

## BID TALLY

Company Name	Year	Street Light Repair Total Item 1	Hourly Labor Rate Ranking item 2	Lamp Charges Item 3a,b,c,d,e,	Option 4a Aluminum Pole	Option 4a Aluminum Pole renegotiated	Option 4b Concrete Pole	Option 5 Cost for Uniduct	Option 5 Cost for Uniduct renegotiated	Option 6 Straighten Concrete Poles	Total Unit Costs
H & H Electric, Co.	2018	\$ 453.20	\$ 559.23	\$ 2,281.40	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 10,363.43
	2019	\$ 453.20	\$ 559.23	\$ 2,281.40	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 10,363.43
	2020	\$ 453.20	\$ 559.23	\$ 2,281.40	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 10,363.43
Meade, Inc.	2018	\$ 523.08	\$ 680.05	\$ 2,045.70	\$ 2,201.21		\$ 3,717.03	\$ 19.37		\$ 864.54	\$ 10,050.98
	2019	\$ 544.00	\$ 707.25	\$ 2,127.53	\$ 2,289.26		\$ 3,865.71	\$ 20.14		\$ 899.12	\$ 10,453.01
	2020	\$ 565.76	\$ 735.53	\$ 2,212.63	\$ 2,380.83		\$ 4,020.34	\$ 20.95		\$ 935.08	\$ 10,871.12
Lyon's Electric Co., Inc.	2018	\$ 885.00	\$ 710.00	\$ 2,255.00	\$ 4,500.00		\$ 4,650.00	\$ 20.00		\$ 600.00	\$ 13,620.00
	2019	\$ 912.00	\$ 733.00	\$ 2,324.00	\$ 4,635.00		\$ 4,790.00	\$ 21.00		\$ 618.00	\$ 14,033.00
	2020	\$ 939.00	\$ 758.00	\$ 2,394.00	\$ 4,774.00		\$ 4,934.00	\$ 22.00		\$ 637.00	\$ 14,458.00
Rag's Electric, Inc.	2018	\$ 420.00	\$ 441.00	\$ 2,020.00	\$ 3,500.00	\$ 3,000.00	\$ 3,700.00	\$ 12.00	\$ 10.25	\$ 130.00	\$ 9,721.25
	2019	\$ 430.00	\$ 449.00	\$ 2,020.00	\$ 3,600.00	\$ 3,000.00	\$ 3,800.00	\$ 13.00	\$ 10.25	\$ 130.00	\$ 9,839.25
	2020	\$ 435.00	\$ 459.00	\$ 2,020.00	\$ 3,700.00	\$ 3,000.00	\$ 3,900.00	\$ 14.00	\$ 10.25	\$ 130.00	\$ 9,954.25

## COST TO REPAIR STREET LIGHT OUTAGE

<b>2018 PRICING</b>		Item 1
Company Name	Cost of Street Light Repair	
H & H Electric Co	\$	453.20
<b>Rag's Electric, Inc.</b>	<b>\$</b>	<b>420.00</b>
Meade, Inc.	\$	523.08
Lyons Electric Co. Inc.	\$	885.00
<b>2019 PRICING</b>		
Company Name	Cost of Street Light Repair	
H & H Electric Co	\$	453.20
<b>Rag's Electric, Inc.</b>	<b>\$</b>	<b>430.00</b>
Meade, Inc.	\$	544.00
Lyons Electric Co. Inc.	\$	912.00
<b>2020 PRICING</b>		
Company Name	Cost of Street Light Repair	
H & H Electric Co	\$	453.20
<b>Rag's Electric, Inc.</b>	<b>\$</b>	<b>435.00</b>
Meade, Inc.	\$	565.76
Lyons Electric Co. Inc.	\$	939.00

## HOURLY RATES

# 2018 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
H & H Electric Co.	\$ 116.30	\$ 174.50	\$ 87.30	\$ 130.90	\$ 50.20	\$ 0.01	\$ 0.01	\$ 0.01	\$ 559.23
Meade, Inc.	\$ 120.78	\$ 178.70	\$ 94.22	\$ 139.35	\$ 39.00	\$ 46.00	\$ 20.00	\$ 42.00	\$ 680.05
Lyons Electric Co., Inc.	\$ 119.00	\$ 173.00	\$ 99.00	\$ 144.00	\$ 55.00	\$ 45.00	\$ 25.00	\$ 50.00	\$ 710.00
Rag's Electric, Inc.	\$ 110.00	\$ 145.00	\$ 65.00	\$ 85.00	\$ 25.00	\$ 3.00	\$ 5.00	\$ 3.00	\$ 441.00

# 2019 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
H & H Electric Co.	\$ 116.30	\$ 174.50	\$ 87.30	\$ 130.90	\$ 50.20	\$ 0.01	\$ 0.01	\$ 0.01	\$ 559.23
Meade, Inc.	\$ 125.61	\$ 185.85	\$ 97.99	\$ 144.92	\$ 40.56	\$ 47.84	\$ 20.80	\$ 43.68	\$ 707.25
Lyons Electric Co., Inc.	\$ 123.00	\$ 178.00	\$ 102.00	\$ 148.00	\$ 57.00	\$ 47.00	\$ 26.00	\$ 52.00	\$ 733.00
Rag's Electric, Inc.	\$ 112.00	\$ 147.00	\$ 67.00	\$ 87.00	\$ 25.00	\$ 3.00	\$ 5.00	\$ 3.00	\$ 449.00

# 2020 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
H & H Electric Co.	\$ 116.30	\$ 174.50	\$ 87.30	\$ 130.90	\$ 50.20	\$ 0.01	\$ 0.01	\$ 0.01	\$ 559.23
Meade, Inc.	\$ 130.63	\$ 193.28	\$ 101.91	\$ 150.72	\$ 42.18	\$ 49.75	\$ 21.63	\$ 45.43	\$ 735.53
Lyons Electric Co., Inc.	\$ 127.00	\$ 184.00	\$ 105.00	\$ 153.00	\$ 59.00	\$ 49.00	\$ 27.00	\$ 54.00	\$ 758.00
Rag's Electric, Inc.	\$ 114.00	\$ 150.00	\$ 69.00	\$ 90.00	\$ 25.00	\$ 3.00	\$ 5.00	\$ 3.00	\$ 459.00

**LAMP TALLY**

<b>2018 PRICING</b>	ITEM 3a		ITEM 3b		ITEM 3c		ITEM 3d		ITEM 3e		TOTAL ITEMS 3a,3b,3c,3d,3e
	Leotek GCM2-40F-MV- NW-2-GY-1A		Leotak GC2-80F-MV- NW-3-GY-1A		Eye Lighting LES- 37W-333-840-HWD		Eye Lighting LES- 57W-333-840-HWD		Eye Lighting P-L4-45- 5-7-U-Y-N-R-E1		
Company Name											Total Lamp Charge
Rags Electric, Inc.	\$	250.00	\$	516.00	\$	215.00	\$	245.00	\$	794.00	\$ 2,020.00
Meadc, Inc.	\$	247.50	\$	513.55	\$	217.38	\$	248.81	\$	818.46	\$ 2,045.70
H & H Electric, Co.	\$	279.20	\$	579.20	\$	240.80	\$	275.60	\$	906.60	\$ 2,281.40
Lyons Electric Co., Inc.	\$	285.00	\$	580.00	\$	245.00	\$	295.00	\$	850.00	\$ 2,255.00
<b>2019 PRICING</b>	ITEM 3a		ITEM 3b		ITEM 3c		ITEM 3d		ITEM 3e		TOTAL ITEMS 3a,3b,3c,3d,3e
	Leotek GCM2-40F-MV- NW-2-GY-1A		Leotak GC2-80F-MV- NW-3-GY-1A		Eye Lighting LES- 37W-333-840-HWD		Eye Lighting LES- 57W-333-840-HWD		Eye Lighting P-L4-45- 5-7-U-Y-N-R-E1		
Company Name											Total Lamp Charge
Rags Electric, Inc.	\$	250.00	\$	516.00	\$	215.00	\$	245.00	\$	794.00	\$ 2,020.00
Meade, Inc.	\$	257.40	\$	534.09	\$	226.08	\$	258.76	\$	851.20	\$ 2,127.53
H & H Electric, Co.	\$	279.20	\$	579.20	\$	240.80	\$	275.60	\$	906.60	\$ 2,281.40
Lyons Electric Co., Inc.	\$	294.00	\$	598.00	\$	252.00	\$	304.00	\$	876.00	\$ 2,324.00
<b>2020 PRICING</b>	ITEM 3a		ITEM 3b		ITEM 3c		ITEM 3d		ITEM 3e		TOTAL ITEMS 3a,3b,3c,3d,3e
	Leotek GCM2-40F-MV- NW-2-GY-1A		Leotak GC2-80F-MV- NW-3-GY-1A		Eye Lighting LES- 37W-333-840-HWD		Eye Lighting LES- 57W-333-840-HWD		Eye Lighting P-L4-45- 5-7-U-Y-N-R-E1		
Company Name											Total Lamp Charge
Rags Electric, Inc.	\$	250.00	\$	516.00	\$	215.00	\$	245.00	\$	794.00	\$ 2,020.00
Meade, Inc.	\$	267.70	\$	555.45	\$	235.12	\$	269.11	\$	885.25	\$ 2,212.63
H & H Electric, Co.	\$	279.20	\$	579.20	\$	240.80	\$	275.60	\$	906.60	\$ 2,281.40
Lyons Electric Co., Inc.	\$	303.00	\$	616.00	\$	260.00	\$	313.00	\$	902.00	\$ 2,394.00

### 2018 - OPTION SUMMARY-renegotiated

Company Name	Option 4a Aluminum Pole (Each)	Option 4a Aluminum Pole (Each) renegotiated	Option 4b Concrete Pole (Each)	Option 5 Cost for Uniduct (Per Foot)	Option 5 Cost for Uniduct (Per Foot) renegotiated	Option 6 Straightening Concrete Poles (Each)	Total Option Price
H & H Electric, Co.	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 7,069.60
Meade, Inc.	\$ 2,201.21		\$ 3,717.03	\$ 19.37		\$ 864.54	\$ 6,802.15
Lyons Electric Co., Inc.	\$ 4,500.00		\$ 4,650.00	\$ 20.00		\$ 600.00	\$ 9,770.00
Rag's Electric, Inc.	\$ 3,500.00	\$ 3,000.00	\$ 3,700.00	\$ 12.00	\$ 10.25	\$ 130.00	\$ 6,840.25

### 2019 - OPTION SUMMARY-renegotiated

H & H Electric, Co.	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 7,069.60
Meade, Inc.	\$ 2,289.26		\$ 3,865.71	\$ 20.14		\$ 899.12	\$ 7,074.23
Lyons Electric Co., Inc.	\$ 4,635.00		\$ 4,790.00	\$ 21.00		\$ 618.00	\$ 10,064.00
Rag's Electric, Inc.	\$ 3,600.00	\$ 3,000.00	\$ 3,800.00	\$ 13.00	\$ 10.25	\$ 130.00	\$ 6,940.25

### 2020 - OPTION SUMMARY-renegotiated

H & H Electric, Co.	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 7,069.60
Meade, Inc.	\$ 2,380.83		\$ 4,020.34	\$ 20.95		\$ 935.08	\$ 7,357.20
Lyons Electric Co., Inc.	\$ 4,774.00		\$ 4,934.00	\$ 22.00		\$ 637.00	\$ 10,367.00
Rag's Electric, Inc.	\$ 3,700.00	\$ 3,000.00	\$ 3,900.00	\$ 14.00	\$ 10.25	\$ 130.00	\$ 7,040.25

**Regina Kokkinis**

---

**From:** Rag's Electric, Inc. <ragselectric@aol.com>  
**Sent:** Tuesday, February 19, 2019 4:26 PM  
**To:** Regina Kokkinis  
**Cc:** Dan Gombac  
**Subject:** Re: 2019 street light maintenance-City of Darien

Regina,

Sorry for the delay. I did not see this email. Those prices are correct and we are in agreement.

Thanks

**Regards,**

**Patrick Durkin**  
**Rag's Electric**  
630-739-RAGS (7247) = Office  
www.ragselectric.com

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

**From:** Regina Kokkinis <rkokkinis@darienil.gov>  
**To:** Patrick A. Durkin <ragselectric@aol.com>  
**Cc:** Dan Gombac <dgombac@darienil.gov>  
**Sent:** Wed, Feb 6, 2019 12:18 pm  
**Subject:** 2019 street light maintenance-City of Darien

Good Day,

Attached, please see the pricing schedule for 2019-20 as it relates to the subject line.  
Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2019-20 pricing schedule.

Thank you,

**Regina Kokkinis**  
Administrative Assistant  
Municipal Services  
City of Darien  
630-353-8105

To receive important information from the City of Darien sign up for our electronic newsletter:  
DARIEN DIRECT CONNECT  
Follow the link and subscribing is simple!  
<http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT EXTENSION WITH RAG’S ELECTRIC COMPANY INC. FOR THE 2019/20 STREET LIGHT MAINTENANCE CONTRACT BEGINNING MAY 1, 2019 THROUGH APRIL 30, 2020**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract extension for the Maintenance Service to repair street lights as required within the City limits between the City of Darien and Rag’s Electric Company. The Contract further identifies a pricing schedule referred to as “Schedule of Prices” for various street light repairs and options, attached hereto as “**Exhibit A**”. The extended contract would be effective from May 1, 2019 through April 30, 2020.

**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 4<sup>th</sup> day of March, 2019.**

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of March, 2019.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER

ATTEST:

\_\_\_\_\_  
JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



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:

**Street Light Maintenance for the City of Darien right of ways and Private Property Commercial Parking Lots**

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

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

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

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments,

settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights

with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS

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

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

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a

respectful manner. At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION II – REQUIRED BID SUBMISSION DOCUMENTS**

**BIDDER SUMMARY SHEET**

**STREET LIGHT MAINTENANCE FOR THE CITY OF DARIEN RIGHT OF WAY AND PRIVATE  
PROPERTY COMMERCIAL PARKING LOTS-2018**

Firm Name: Rag's Electric, Inc.

Address: 6805 Hobson Valley Dr., #105

City, State, Zip Code: Woodridge, IL. 60517

Contact Person: Patrick Durkin

FEIN #: 20-5012784

Phone: (630) 739-7247 Fax: (630) 739-7424

Cell: (773) 619-7640

E-mail Address: ragselectric@aol.com

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

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Schedule of Prices for:

**STREETLIGHT MAINTENANCE SERVICES PROPOSAL FOR STREET LIGHTS AND POLES  
LOCATED WITHIN THE RIGHT OF WAYS**

Item No.	Items	Unit	Quantity	Unit Price	Total
<b>2019 PRICING</b>					
1	Total cost to repair Street Light Outage	Each	100	\$165.00	\$16,500.00
	Total cost to supply, remove and replace ballast	Each	20	\$225.00	\$4,500.00
	Total cost to supply, remove and replace fuse kit	Each	20	\$40.00	\$800.00
2	Hourly Labor Rates				
	Journeyman – Straight Time	HR	1	\$112.00	\$112.00
	Journeyman – Over Time	HR	1	\$147.00	\$147.00
	Helper – Straight Time	HR	1	\$67.00	\$67.00
	Helper – Over Time	HR	1	\$67.00	\$67.00
	Bucket Truck	HR	1	\$25.00	\$25.00
	Lift Truck	HR	1	\$3.00	\$3.00
	Pickup Truck	HR	1	\$5.00	\$5.00
	Auger/Backhoe	HR	1	\$3.00	\$3.00
3.	Material Costs				
a.	Leotek GCM2-40F-MV-NW-2-GY-1A	Ea.	1	\$250.00	\$250.00
b.	Leotek GC2-80F-MV-NW-3-GY-1A	Ea.	1	\$516.00	\$516.00
c.	Eye Lighting LES-37W-333-840-HWD	Ea.	1	\$215.00	\$215.00
d.	Eye Lighting LES-57W-333-840-HWD	Ea.	1	\$245.00	\$245.00
e.	Eye Lighting P-L4-45-5-7-U-Y-N-R-E1	Ea.	1	\$794.00	\$794.00
4.-option	Purchase and Installation of Street Light				
a.	Aluminum pole 25' height with 8' arm – with LED Driver and Leotek GCM2-40F-MV-NW-2-GY-1A	Ea.	2	renegotiated <del>\$3000.00</del> \$3,600.00	\$6000.00 \$7,200.00
b.	Concrete pole 25' height with 8' arm - with LED Driver and Leotek GCM2-40F-MV-NW-2-GY-1A	Ea.	2	\$3,800.00	\$7,600.00
5-option	Unit cost for Uniduct (Material and Installation) Material 1 1/4" – XLP-USP with 3 #6 Copper Wires	Ft.	200	renegotiated <del>\$10.25</del> \$13.00	\$2050.00 \$2,600.00
6-option	Straightening of Concrete Light Poles	Ea.	10	\$130.00	\$1,300.00
<b>Part A Sub-Total</b>					<del>\$42,969.00</del> <b>\$41,219.00</b>

**NOTE TO ALL CONTRACTORS:**

The bid tabulations will be based upon **Total Cost** of items 1, 2, 3, 4, 5 and 6.

Schedule of Prices for:

**LIGHT POLE MAINTENANCE SERVICES FOR PRIVATE PROPERTY COMMERCIAL PARKING LOTS**

Item No.	Items	Unit	Quantity	Unit Price	Total
<b>2019 PRICING</b>					
1	Total cost to repair Street Light Outage	Ea.	1	\$165.00	\$165.00
2	Hourly Labor Rates				
	Journeyman – Straight Time	HR	1	\$112.00	\$112.00
	Journeyman – Over Time	HR	1	\$147.00	\$147.00
	Helper – Straight Time	HR	1	\$67.00	\$67.00
	Helper – Over Time	HR	1	\$87.00	\$87.00
	Bucket Truck	HR	1	\$25.00	\$25.00
	Lift Truck	HR	1	\$3.00	\$3.00
	Pickup Truck	HR	1	\$5.00	\$5.00
	Auger/Backhoe	HR	1	\$3.00	\$3.00
3	Material Costs – High Pressure Sodium:				
	Brand:				
	100 Watt	Ea.	1	\$10.00	\$10.00
	150 Watt	Ea.	1	\$10.00	\$10.00
	200 Watt	Ea.	1	\$12.00	\$12.00
	250 Watt	Ea.	1	\$12.00	\$12.00
4	Material Costs – Mercury Vapor:				
	Brand:				
	100 Watt	Ea.	1	\$10.00	\$10.00
	175 Watt	Ea.	1	\$12.00	\$12.00
	250 Watt	Ea.	1	\$12.00	\$12.00
5	Material Costs – Mercury Halide:				
	Brand:				
	100 Watt	Ea.	1	\$10.00	\$10.00
	175 Watt	Ea.	1	\$12.00	\$12.00
	250 Watt	Ea.	1	\$12.00	\$12.00
<b>Part B Sub-Total</b>					<b>\$726.00</b>

**NOTE TO ALL CONTRACTORS:**  
 The bid tabulations will be based upon Total Cost of items 1, 2, 3, 4, and 5.

## TOTAL COST SUMMARY

SUMMARY COSTS	2018	2019	2020
<b>Part A Sub-Total</b>	\$41,761.00	<del>\$42,969.00</del> <b>\$41,219.00</b>	\$44,079.00
<b>Part B Sub-Total</b>	\$713.00	\$726.00	\$741.00
<b>Total Cost of A+B</b>	\$42,474.00 <b>renegotiated \$41,124.00</b>	<del>\$43,695.00</del> <b>renegotiated \$41,945.00</b>	\$44,820.00 <b>renegotiated \$42,670.00</b>

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

Firm Name: Rag's Electric, Inc.

Signature of Authorized Representative: \_\_\_\_\_



Title: President

Date: March 6, 2018

**ACCEPTANCE:** This proposal is valid for 150 calendar days from the date of submittal.

**AGENDA MEMO**  
**Municipal Services Committee**  
**February 25, 2019**

**ISSUE STATEMENT**

A resolution accepting a proposal from Norwalk Tank Company for 36-inch High Density Polyethylene Pipes, as required for various Public Works projects.

**BACKGROUND**

This year the department will require the use of 36-inch High Density Polyethylene Pipes (HDPE) to be used for the upcoming Public Works projects.

Competitive quotes were requested for the 36-inch pipe and staff received three (3) competitive quotes. See Attachment A.

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the pipe material. The total estimated costs for the proposed pipe has been estimated at approximately \$25,000.00 pending field verification.

**STAFF RECOMMENDATION**

The staff recommends approval of this resolution with proposal from Norwalk Tank Company, for 36-inch High Density Polyethylene Pipes, as required for various Public Works projects.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the March 4, 2019 City Council agenda for formal approval.



## 2019 36" HDPE BELL JOINT BAND

	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	Norwalk Tank Company		Water Products Company		Underground Pipe & Valve Co.	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
<i>EXAMPLE:</i>			100	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00
36-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100 - 1,500	LINEAL FT	100	\$ 27.78	\$ 2,778.00	\$ 31.00	\$ 3,100.00	\$ 29.50	\$ 2,950.00
36-INCH HDPE BAND	25 - 100	EACH	25	\$ 68.01	\$ 1,700.25	\$ 105.00	\$ 2,625.00	\$ 134.00	\$ 3,350.00
<b>TOTAL COSTS</b>					\$ 4,478.25		\$ 5,725.00		\$ 6,300.00

QUOTE AWARDED ON TOTAL COST

City of Darien 2/15/2019 10:15 a.m.

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION ACCEPTING A PROPOSAL FROM NORWALK TANK COMPANY FOR 36-INCH HIGH DENSITY POLYETHYLENE PIPES, AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS.**

**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 accept a proposal from Norwalk Tank Company for 36-inch High Density Polyethylene Pipes, as required for various Public Works projects, a copy of which is attached hereto as "Exhibit A".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of March, 2019.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of March, 2019.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY



36" POLYETHYLENE PIPE QUOTE REQUEST

	QUANTITY RANGE	UNIT	MULTIPLIER QUANTITY	2019-2020		2020-2021		2021-2022	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
EXAMPLE:			100	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00
36-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100 - 1,500	LINEAL FT	100	\$27.78	\$2778.00	-			
36-INCH HDPE BAND	25 - 100	EACH	25	\$68.01	\$1700.25				
TOTAL COSTS					\$4478.25				
QUOTE AWARDED ON TOTAL COST									
Company Name:	NORWALK TANK COMPANY								
Address:	4171 MAPLE RD. FOLEY CT, IL 60432								
Submitted By:	MICHAEL S. KUNZMAN								
Date:	1/25/19								
Telephone Number:	315-726-3351								
Mobile Telephone Number:									
Fax Number:	315-726-2445								
E-mail Address:	NORWALKBIX@NETT.NET								
Authorized Signature:	<i>Michael S. Kunzman</i>								

**MINUTES  
CITY OF DARIEN  
MUNICIPAL SERVICES COMMITTEE MEETING  
January 28, 2019**

**PRESENT:** Alderman Joseph Marchese—Chairman, Alderman Thomas Belczak, Alderman Thomas Chlystek (6:50 p.m.), Dan Gombac – Director, Steven Manning - City Planner

**ABSENT:** None

**ESTABLISH QUORUM**

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

**OLD BUSINESS**

- a. Discussion IV - Update-Refuse Container-Consideration to amend the City Code provisions on storage of refuse containers in residential areas.**

Mr. Dan Gombac, Director reported that at the direction of the City Council that storage containers are made available to the entire City. He reported that the refuse containers have been displayed at City Hall and there has been no feedback from residents.

Mr. Gombac reported that staff is working with Home Depot for \$349. He reported that staff is recommending an amendment to the City Code for a uniform storage unit and that staff will clean up the language adding in the make and model. Mr. Gombac reported that staff is anticipating 200-300 residents will be participating.

Mr. Gombac reported that there is also a smaller storage container for \$213 for the smaller garbage and recycle containers. He stated that both the large and the small are from Suncoast.

Alderman Belczak recommended that the language include both models. He suggested creating a flyer with the storage containers and pricing that can be attached to the violation notice.

Mr. Steve Manning, City Planner questioned if grandfathering would be considered. He reported that there are at least a half dozen who built their own screening.

Mr. Gombac reported that brick screening would be allowed.

**Alderman Marchese made a motion and it was seconded by Alderman Belczak approval amending the City Code including the name and model for the small and large containers.**

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

**NEW BUSINESS**

- a. Ordinance - Approval of a text amendment to Section 9-1 of the City Code adding restrictions regarding the idling of vehicles.**

Mr. Dan Gombac, Director reported that at a Goal Setting meeting the City Council discussed vehicle idling times as one way to reduce air pollution and conserve fuel. He reported that staff reviewed other ordinances and found that Evanston's example has most of what would be appropriate for Darien.

Mr. Gombac reported that enforcement through the Darien Police Department would have violators subject to fines similar to other petty offenses, being \$50 for the first conviction and \$150 for a second or subsequent conviction within 12 months.

Alderman Belczak questioned if auxiliary heating systems needed to be defined. He stated that it was vague.

Mr. Gombac reported that staff will do more research on this and return back with an update.

The Committee agreed to continue to the February meeting.

- b. PZC 2018 - 10: 313 Roger Road: Petitioner seeks approval of a variation to Section SA-7-2-S (A) of the Zoning Code that otherwise requires a 75 foot lot width for a proposed house to be built on a vacant lot.**

Mr. Steve Manning, City Planner reported that the lot is owned by the Keane Family and is the last lot on Roger Road. He reported that the two other lots have lot widths less than 75 feet. Mr. Manning reported that the lot has never been developed and that the lot appears to have been part of the subdivision pre-annexation.

Mr. Manning reported that the PZC held a public hearing and recommended approval with no conditions and that the contract purchasers will live in the house. He reported that the front of the house will be on Roger and no curb cuts on Plainfield. He further reported that there were no neighbors and no objections to this request.

Mr. Gombac, Director reported that this was a heavily wooded lot and will be an attraction to the block.

**Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of PZC 2018 - 10: 313 Roger Road - a variation to Section SA-7-2-S (A) of the Zoning Code that otherwise requires a 75 foot lot width for a proposed house to be built on a vacant lot.**

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

- c. Resolution - Accepting the unit price proposal for analytical soil testing fees from Testing Services Corporation at the proposed unit prices for certain waste for a period OF May 1, 2019 through April 30, 2020.**

Mr. Dan Gombac, Director reported that in July 2011 a law requiring every excavation has to be tested. He reported that two competitive quotes were received and the low bid from Testing Service Corporation.

**Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution accepting the unit price proposal for analytical soil testing fees from Testing**

**Services Corporation at the proposed unit prices for certain waste for a period of May 1, 2019 through April 30, 2020.**

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

**d. Discussion - Staff is requesting consideration of an amendment to the Sign Code regarding amortization in the Rt. 83 corridor.**

Mr. Steve Manning City Planner reported that this multi-tenant shopping center is over 30 years old and currently fully occupied by 3 businesses. He reported that the plan is to cover the time and temperature panel at the bottom of the sign and replace the 2 static panels with an electronic message center, 5 feet high by 10 feet wide that would display changing illuminated images of products or services for 10 seconds not flashing or chasing with limited brightness at night.

Mr. Manning reported that there are other existing ground signs on the Darien side of Route 83 are 12 feet tall or less and do not have electronic message center signs. He reported that there are two ground signs on the Willowbrook side of Route 73 recently installed that appear to be about 15-20 feet tall and one (Pete's) has an electronic message center sign about 8 foot by 8 foot with a change rate of 10 seconds.

Mr. Manning reported that at the January 16th PZC meeting the petitioner stated that tenant rent is low and tenant turnover is high and he thinks the proposed sign may help business. He reported that some of the PZC members were concerned that the sign was too tall and too distracting and asked if the petitioner would consider a small sign closer to the ground similar to Chuck's and Our Lady of Peace. Mr. Manning reported that the PZC voted 4-4 on the motion recommending approval. He stated that he was unclear if the tie would require super majority by City Council and that he would check with the attorney.

Mr. Dan Gombac, Director reported that there was amortization with Darien and Willowbrook to comply with ground signs on Route 83. He stated that all other stand-alone signs in Darien are in conformance and that the issue is the height.

Mr. Al Santa Maria, Olympic Signs/Sign Contractor stated that after the PZC meeting the owner is interested in doing something. He stated that he has been reducing the rent and that he needs to do something keeping a message center at the top and that the lower section would be hidden by shrubbery which may need to be removed.

Mr. Santa Maria stated that they are 87 feet back from the street with the service station at 68 feet, Binny's 64 feet and the Marion Hills Bible Church, Hinsdale South High School and Our Lady of Peace single tenants. He further stated that the Chuck's sign is smaller in square footage but closer to the road. Mr. Santa Maria provided photos of the signs noting the square footage and stating that Hinsdale South High School's sign is 73 feet back and runs a ticker tape with a lot of flashing and messaging.

Mr. Gombac reported that Route 83 is under consideration for 3 lanes since 2000.

Chairperson Marchese questioned why not rebuild and make it lower.

Mr. Santa Maria stated that there is low shrubbery and they will lose visibility.

Chairperson Marchese stated that he is all for helping businesses but not on a 29 foot sign and that this is difficult to approve and would ask to make it smaller.

Mr. Gombac reported that new signs have to be in compliance and that they could come back with a sign similar to Pete's.

Mr. Manning reported that in his communication with the property owner and management company that a new sign for \$22 - 25,000 is an expense not to forgo.

Alderman Belczak stated that the size did not bother him but more that he was only fixing one fourth of the sign. He stated that the sign does not flow and that the general frame is old.

Mr. Santa Maria stated that two of the faces will be new. He stated that they do not want to propose signs in separate lots.

Mr. Manning reported that Code only gets one ground sign. He stated that the PZC was concerned that a tall sign would be distracting to drivers and residential. He reported that the size of Pete's sign would not conform to Code.

Mr. Gombac reported that there may be some consideration because Pete's is taller but attractive.

Mr. Manning reported that the Plat of Survey is in the packet and that Code allows changing of the panels to a non-conforming structure and that a variation would still be required to move to Oil Express panel.

Mr. Santa Maria stated that they could lower the sign but would need to take the tree down in front of the yellow house.

Mr. Gombac suggested continuing this discussion to see more alternatives to get closer to Code and allow staff to look at Pete's sign and setbacks. He also suggested that the petitioner contact the residents to see if objections.

Mr. Santa Maria stated that he would speak to the owner.

Alderman Chlystek stated that the sign is so far from the street and if moving it closer is an option.

Mr. Manning reported that they are as close as allowed. He reported that Chestnut Court and Darien Town Center signs are further from the street and no electronic message board.

The Committee agreed to continue to the February 25, 2019 meeting.

- e. **Minutes - November 26, 2018 - Municipal Services Committee  
December 26, 2018 - Municipal Services Committee**

**Alderman Chlystek made a motion and it was seconded by Alderman Belczak approval of the November 26, 2018 - Municipal Services Committee Meeting minutes and the December 26, 2018 - Municipal Services Committee Meeting minutes.**

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

**DIRECTOR'S REPORT**

Mr. Dan Gombac, Director reported that he would like to schedule the Public Works tour sometime soon. He reported that staff has received a lot of positive feedback on the City plowing and that the new product is working well.

**NEXT SCHEDULED MEETING**

Chairperson Marchese announced that the next meeting is scheduled for Monday, February 25, 2019.

**ADJOURNMENT**

**With no further business before the Committee, Alderman Marchese made a motion and it was seconded by Alderman Belczak to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 7:51 p.m.**

**RESPECTFULLY SUBMITTED:**

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**Joseph Marchese  
Chairman**

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**Thomas Belczak  
Alderman**

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**Thomas Chlystek  
Alderman**