

AGENDA
RESCHEDULED MEETING
Municipal Services Committee
May 27, 2014
6:30 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
 - a. **Variation – Chuck’s Southern Comforts Café and Banquets, 8025 Cass Avenue:** Petitioner seeks approval of a variation from the Sign Code to permit the following regarding an existing ground sign:
 1. Permit an electronic message board to be added to the sign.
 2. Increase the permitted sign area from 60 to 81 square feet (single face).
 3. Reduce the required setback from the street right-of-way for ground signs from 4 feet to zero feet (existing condition).
 - b. **Resolution – Accepting a Storm Sewer Easement from 7302 Capitol Drive and 7306 Capitol Drive**
 - c. **Resolution – Accepting a Storm Sewer Easement from 7318 Capitol Drive and 7317 Sunrise Avenue**
 - d. **Resolution – To enter into a engineering agreement with Christopher B. Burke Engineering, Ltd. for professional services related to the Kentwood Court Bridge repairs in an amount not to exceed \$19,900.00**
 - e. **Resolution - To enter into a contract agreement with Morton Salt for the purchase of rock salt in an amount not to exceed \$241,821.32**
 - f. **Resolution – Authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City’s 2014 Rock Salt Agreement**
 - g. **Resolution - Authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City’s 2014 Rock Salt Agreement**

- h. Resolution** – Accepting a proposal from Auto Truck Group for the purchase of a service body equipment package, lighting accessories, and hydraulic controls for the 2014 International 7400 SFA 4x2 cab and chassis, Unit 103 in the amount of \$64,288.00
 - i. Minutes** – April 28, 2014 Municipal Services Committee
- 4. Director’s Report**
- 5. Next scheduled meeting** – June 23, 2014
- 6. Adjournment**

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: May 27, 2014

Issue Statement

PZC 2014-02: **Chuck’s Southern Comforts Café and Banquets, 8025 Cass Avenue:** Petitioner seeks approval of a variation from the Sign Code to permit the following regarding an existing ground sign:

1. Permit an electronic message board to be added to the sign.
2. Increase the permitted sign area from 60 to 81 square feet (single face).
3. Reduce the required setback from the street right-of-way for ground signs from 4 feet to zero feet (existing condition).

Applicable Regulations: Sign Code: Section 4-3-10(B)(3): Permitted Signs in Zoning District, Signs in the Business Districts.
 Sign Code: Section 4-3-18(B): Administrative Determinations, Permits, Variances and Appeals, Variation of Regulations.

General Information

Petitioner: Jim Pine
 Chuck’s Southern Comforts Café and Banquets
 8025 Cass Avenue
 Darien, IL 60561

Property Owner: Jim Pine
 8720 S. 55th Avenue
 Oak Lawn, IL 60453

Property Location: 8025 Cass Avenue

PIN: 09-34-102-009; 09-34-102-010

Existing Zoning: B-1 Neighborhood Convenience Shopping District

Existing Land Use: Restaurant, banquet facility

Comprehensive Plan Update: Commercial

Surrounding Zoning and Land Use:

North: B-1 Neighborhood Convenience Shopping District – bank
South: B-1 Neighborhood Convenience Shopping District – retail shopping center
East: R-3 Multi-Family Residence – public elementary school
West: R-2 Single-Family Residence – single-family homes

Size of Property: 10,050 square feet
Floodplain: None.
Natural Features: None.
Transportation: Frontage and access off of Cass Avenue.
History: In 2012, the City Council granted a special use for an eating and banquet establishment.

Documents Submitted

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

1. Sign drawing, 1 sheet, prepared by Parvin-Clause Sign Company, dated December 12, 2013.
2. ALTA/ACSM Land Title Survey, 1 sheet, prepared by Streamline Survey, Inc., dated October 2, 2012.

Planning Overview/Discussion

The petitioner proposes to alter their existing ground sign by adding an electronic message board below the portion of the sign that reads "Chateau Orleans Banquets." The electronic message board will be approximately 2.6 feet x 10 feet. The information provided by the petitioner provides the following details:

1. The electronic message board illumination will not exceed 30 foot-lamberts, consistent with Sign Code standards.
2. Messages will be held between 3-10 seconds.
3. Messages will change all at once.
4. Messages will display multiple colors.

The petitioner should explain how the electronic message board will be controlled.

The Sign Code permits manual changeable copy signs, but does not permit electronic message board signs. Furthermore, also not permitted: blinking, flashing or fluttering lights or other illuminating device which has a changing light intensity, brightness or color.

If approved, staff recommends adding a condition to clarify the illumination is not permitted to blink, flash, flutter or change light intensity.

Ground signs are limited to 60 square feet (single-face). Adding the extra signage increases the sign area from 60 to 81 square feet.

The existing ground sign does not meet the required 4-foot setback from the street right-of-way

(property line along Cass Avenue). The west edge of the sign is located at the property according to the survey. The current layout of the property does not provide enough space to meet the setback, given the current location of the parking area in front of the restaurant. This situation has existed for many years and has not presented a problem. It is not clear if a variation has ever been approved. Staff added this variation request to recognize the current condition.

Per the Sign Code, a sign variation does not require a public hearing. A sign variation may be granted by the City Council, after a hearing has been held and a recommendation filed by the Planning and Zoning Commission.

Per Section 4-3-18(B) of the Sign Code, when considering a sign variation, the Commission shall consider the following:

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

Per Section 4-3-2 of the Sign Code, the general intent of the Sign Code:

1. To promote and protect the public health, safety, comfort, morals, convenience and general welfare of the residents of the City.
2. To enhance the physical appearance of the City by preserving the scenic and natural beauty of the area.
3. To promote the safety and recreational value of public travel.
4. To protect the public investment in streets and highways by reducing sign or advertising distractions that may increase traffic accidents.
5. To ensure compatibility of signs with surrounding land uses.
6. To enhance the economy of the City by promoting the reasonable, orderly and effective display of outdoor advertising.
7. To protect the pedestrians and motorists within the City from damage or injury caused by distractions, obstructions and hazards created by a proliferation of off-site advertising signs.
8. To prevent the proliferation of off-site advertising signs which distract from the development of the City in an aesthetically pleasing manner.
9. To preserve the character of the City which is a single-family residential community by assuring the compatibility of signs with the surrounding land uses.

Staff Findings/Recommendations

With today's technology, electronic message board signs can be controlled to maintain certain conditions, such as those outlined in this memo. The City has approved similar signage for two banks, First American and Republic Bank, both on 75th Street. In those cases, messages are

required to be held for a certain amount of time, messages must change all at once and maintain constant brightness. There have not been issues with those signs.

Staff recommends the Planning and Zoning Commission make the following motion recommending approval of the petition subject to conditions:

Based upon the submitted petition and the information presented, the request associated with PZC 2014-02 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition subject to the following conditions:

- 1. Messages will be held for 3-10 seconds.**
- 2. Messages will change all at once.**
- 3. Messages may display multiple colors.**
- 4. Illumination will maintain a constant light intensity or brightness.**
- 5. Illumination brightness will comply with the Sign Code.**

Planning and Zoning Commission Review – May 7, 2014

The Planning and Zoning Commission considered this matter on May 7, 2014. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, John Lind, Raymond Mielkus, Pauline Oberland, Michael Griffith – Senior Planner.

Absent: Ronald Kiefer, Louis Mallers, Kenneth Ritzert, Susan Vonder Heide, Elizabeth Lahey – Secretary.

Lisa Cortez, General Manager, Chuck's Southern Comforts and Café, the petitioner, was present.

Michael Griffith, Senior Planner, reviewed the staff agenda memo. He noted the variations under consideration. He stated the setback matter is an existing condition, it has not been a problem, but staff thought it should be noted.

He noted the conditions of approval related to the electronic message board. He provided the Commission with a memo listing the conditions of approval for two other similar variations, for First American Bank and Republic bank, noting the time messages are to be held. He stated First American Bank messages are to be held for at least one hour, Republic Bank messages are to be held for at least 60 seconds.

Commissioner Hickok asked why the reduced set back was being considered.

Commissioner Lind said he did not have a problem with the proposed sign.

Commissioner Oberland said the current sign has not caused a problem.

Commissioner Lind asked what type of messages would be displayed.

Ms. Cortez stated they would display messages related to specials, bands and special events. She

said the illumination can be controlled, as well as holding the messages longer. She said they will do whatever the City approves.

Commissioner Oberland stated the brightness of the sign may be a problem to residents across the street. She stated the messages should be held longer than proposed, and suggesting 60 seconds consistent with Republic Bank.

Chairperson Meyer stated the proposed time for holding messages was a concern.

Commissioner Hickok questioned how many lines would be included on the message board and the size of the wording. He suggested there be a minimum size for letters so messages would be readable to motorists.

Commissioner Oberland stated that was going too far. She stated good marketing dictates Chuck's would not squeeze too much onto the message board. She stated most people while driving down the road would not look at the sign and read every line, top to bottom, stating one's eye will catch a word or phrase instead.

Commissioner's Meyer, Oberland and Lind suggested holding the messages for at least 60 seconds.

The Commission agreed messages with multiple colors and graphics would be acceptable. The Commission agreed the messages should change all at once.

There was not anyone from the public to offer comments.

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

Based upon the submitted petition and the information presented, the request associated with PZC 2014-02 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition subject to the following conditions:

- 1. Messages will be held for at least 60 seconds.**
- 2. Messages will change all at once.**
- 3. Messages may display multiple colors.**
- 4. Illumination will maintain a constant light intensity or brightness.**
- 5. Illumination brightness will comply with the Sign Code.**

Upon a roll call vote, THE MOTION CARRIED by a vote of 4-0.

Commissioner Hickok abstained.

Commissioners Kiefer, Mallers, Ritzert and Vonder Heide were absent.

Municipal Services Committee Review – May 27, 2014

The City Council approved variations for electronic message board signs for First American

Bank and Republic Bank, both on 75th Street. The conditions of approval for these signs are:

First American Bank, 2013 75th Street

Ordinance O-34-05:

1. Lighting to remain constant.
2. No moving graphics or animation.
3. No blinking, flashing or fluttering lights or other illuminating devices.
4. No change in light intensity, brightness or color within and between messages.
5. **The message will change not more often than once every hour.**
6. Signs can be in color or monochromatic.

Republic Bank, 1510 75th Street

Ordinance O-37-08

1. Lighting to remain constant.
2. No moving graphics or animation.
3. No blinking, flashing or fluttering lights or other illuminating devices.
4. No change in light intensity, brightness or color within and between messages.
5. **Message must be displayed for at least 60 seconds.**
6. Illumination shall be monochromatic.

Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following motion recommending approval of the sign variation with conditions:

Based upon the submitted petition and the information presented, the request associated with PZC 2014-02 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval of the petition subject to the following conditions:

1. **Messages will be held for at least 60 seconds.**
2. **Messages will change all at once.**
3. **Messages may display multiple colors.**
4. **Illumination will maintain a constant light intensity or brightness.**
5. **Illumination brightness will comply with the Sign Code.**

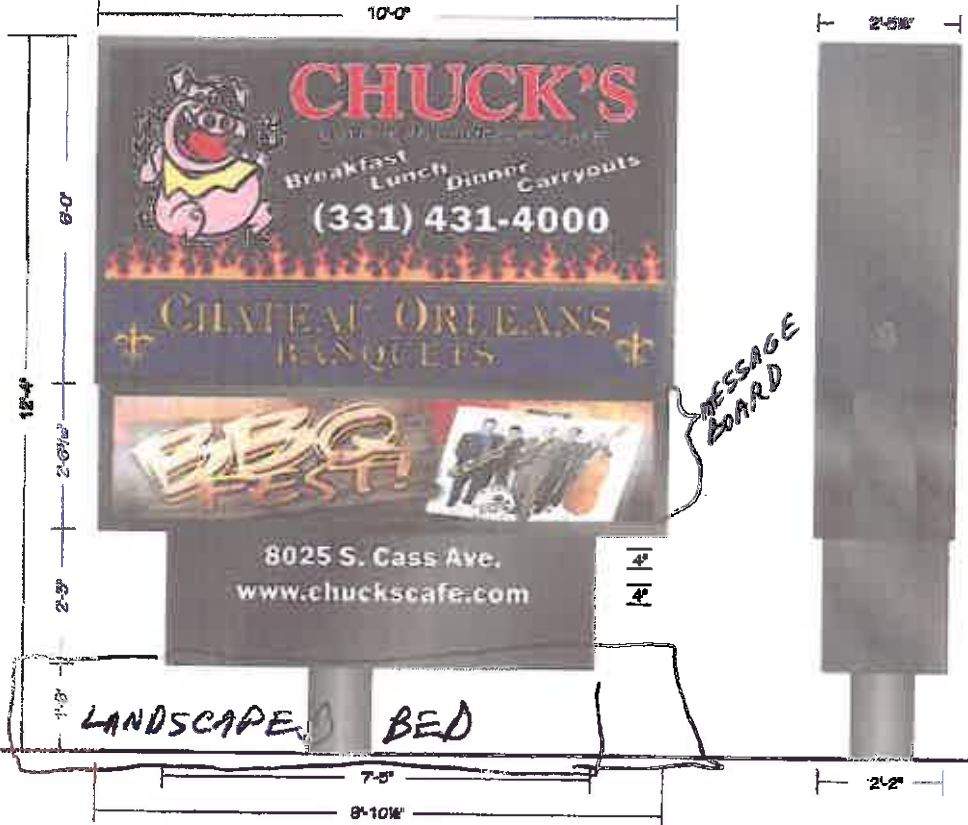
Decision Mode

Planning and Zoning Commission: May 7, 2014.

Municipal Services Committee: May 27, 2014.

MAXIMUM LUMINATION IS 30 CANDLE FT.

OPTION A



Add Electronic Message Center to Existing 6' x 10' Double Face Illuminated Monument Sign

- Remove & Dispose:** Existing Fabricated Aluminum Skirt
- EMC Unit:** (1) Double Face 19mm RGB LED Message Centers
82 x 144 Matrix / wireless comm. / temperature probe
- Skirt:** 2'-3" x 7'-5" x 2'-2" Deep Aluminum Painted Satin Black
- Copy:** Avery HP700-101 White vinyl
- Power:** (1) 20Amp @ 120Volt Electrical Circuit Run to Site by Others
- Mounting:** Attach to Existing Steel Support Column with Steel Angle Brackets



Existing



Proposed

Parvin-Clausen SIGN COMPANY

Design • Fabrication • Installation • Maintenance
14875 Hwy 271, Suite 100, Houston, TX 77040
Tel: 281-410-2020 • Fax: 281-410-2070
e-mail: rjclaus@parvinclausen.com
www.parvinclausen.com

PROJECT:

CHUCK'S
SOUTHERN COMFORTS CAFE

8025 S. Cass Ave.,
DARIEN

CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

ADMINISTRATIVE Lisa Voight

DRAWN BY Bill Marlow

DATE 12.12.13

SCALE 1/2" = 1'

PRINT NO. 1 of 2

WORK ORDER 70168

FILE NAME CHK70168

PRINT INFO

REVISIONS:

NO.	DATE	DESCRIPTION
1	8	
2	9	
3	10	
4	11	
5	12	
6	13	
7	14	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



This sign is built to UL Standards for operation in North America.

This Document is owned by, and the information contained in it is proprietary to, Parvin-Clausen Sign Company. By receipt hereof the holder agrees not to use the information, disclose it to any third party, nor reproduce this document without the prior written consent of Parvin-Clausen Sign Company. Holder also agrees to immediately return this document upon request of Parvin-Clausen Sign Company.

© Copyright 2013 by Parvin-Clausen Sign Co.

MESSAGES WILL BE HELD BETWEEN 3-10 SECONDS.
ALL MESSAGES WILL CHANGE ALL AT ONCE.



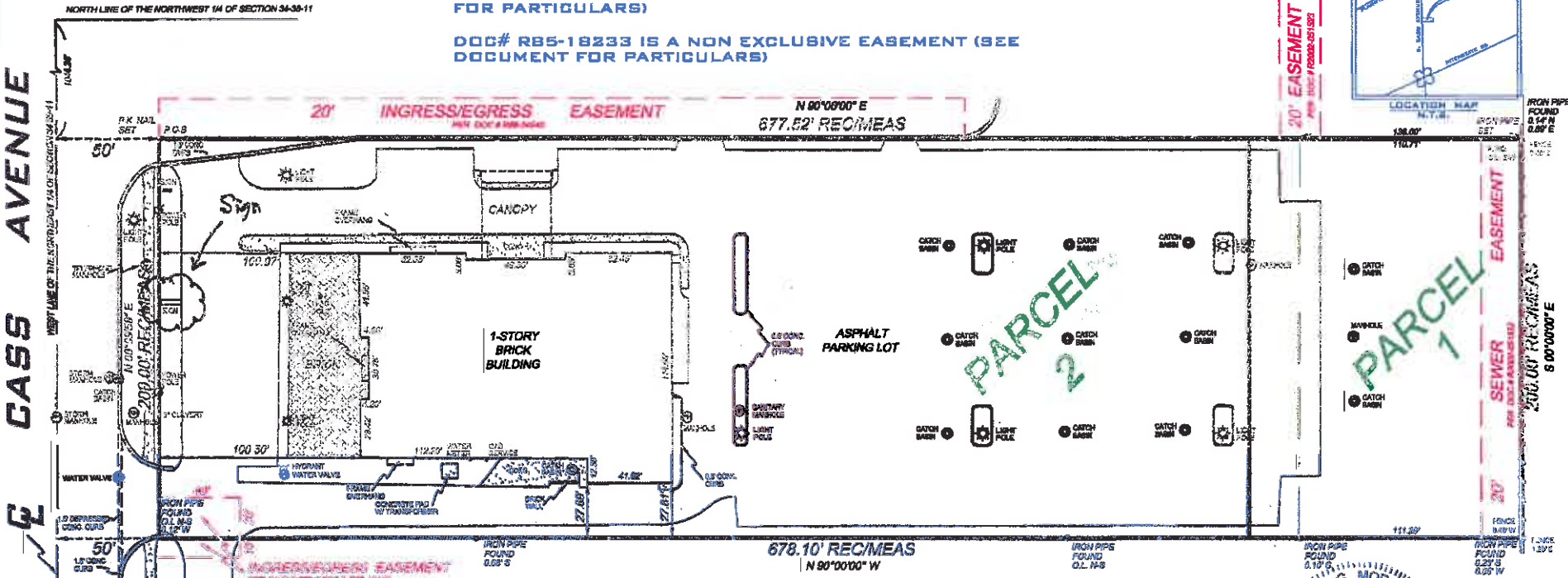
ALTA/ACSM LAND TITLE SURVEY

18148 S. MARTIN AVE. HOMEWOOD, IL 60430 708-1-SURVEY (478-7839) 708-478-4076 fax

NOTE:

DOC# R76-07473 IS A BLANKET RECIPROCAL GRANT OF EASEMENT OVER PART OF THE PARCEL (SEE DOCUMENT FOR PARTICULARS)

DOC# RB5-18233 IS A NON EXCLUSIVE EASEMENT (SEE DOCUMENT FOR PARTICULARS)



PARCEL 1: THAT PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50.0 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1/4 AND 1044.28 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 9 MINUTES 59 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, 200.0 FEET; THENCE EAST 678.10 FEET; THENCE NORTH 200.0 FEET; THENCE WEST 677.52 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE WEST 566.81 FEET THEREOF) IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE WEST 566.81 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1/4 AND 1044.28 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 9 MINUTES 59 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, 200.0 FEET; THENCE EAST 678.10 FEET; THENCE NORTH 200.0 FEET; THENCE WEST 677.52 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

NOTE: BEARING SYSTEM BASED ON LEGAL DESCRIPTION.

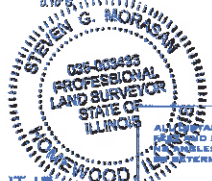
CERTIFY TO: HEARTLAND BANK & TRUST COMPANY
CHICAGO TITLES
CHUCK'S GARDEN LLC
THE BANCORP BANK

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED, WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 4, 7(A), 8, 11(A), 14 & 21 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 8, 2012.

DATE OF PLAT OR MAP: OCTOBER 2, 2012

[Signature] 10-03-12

REGISTERED ILLINOIS LAND SURVEYOR
PROFESSIONAL SURVEYORS LICENSE # 2433
EXPIRES 11-30-13



ALL DISTANCES AS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF. DISTANCES ARE TO BE DETERMINED BY STAKING.

SCALE: 1"=50'
 JOB NO.: 09-0526
 ADDRESS: 8028 S. CASS AVE.
 OARIE, IL
 P.A.N.: 09-34-109-000/10
 TOWNSHIP: DOWNERS BROVE
 ORDERED BY: JAMES & PINTAS

AGENDA MEMO
Municipal Services Committee
May 27, 2014

Issue Statement

Approval of a Resolution accepting a Storm Sewer Easement from the following properties:

7302 Capitol Drive PIN 09-26-112-020
7306 Capitol Drive PIN 09-26-112-021

Approval of a Resolution accepting a Storm Sewer Easement from the following properties:

7318 Capitol Drive PIN 09-26-112-024
7317 Sunrise Avenue PIN 09-26-112-014

Background/History

The residents at 7302 Capitol Drive and 7306 Capitol Drive have requested the City staff to review the ongoing drainage concern between the side yards of their properties. Currently the storm water is directed from the right of way of Capitol Drive and flows through their side yards and ponds within the back yards. The storm water does not have the opportunity to exit from the side yard or rear yards. The residents have agreed to grant a 10-foot storm sewer easement, (5 feet from 7302 and 5-feet from 7306 Capital Drive) to the City in anticipation of the upcoming ditch maintenance program on Capital Drive, see attached Plat of Easement labeled as Exhibit A. The scope of work includes installing a storm sewer pipe within the proposed side yard easement of the participating properties and connecting to a storm sewer structure on Capitol Drive. The storm water would flow from the storm sewer structures with the proposed side yard easement to Capitol Drive. The residents of 7302 and 7306 Capitol Drive are responsible for the Plat of Easement preparation costs in an amount not to exceed \$750.00. The City will be responsible for all costs associated with the proposed storm sewer. The funding for the scope of work will cost approximately \$5,000.00 and would be expensed from the Capital Drive Ditch Project line item.

During our layout process with the vendor for the Capital Drive Drainage Project, it was identified that there is an existing utility conflict and the right of way on Elm Street is off center from the middle of the road, thus requiring a front yard easement from 7318 Capitol Drive and 7317 Sunrise Avenue. The residents of the abovementioned addresses have agreed to grant a 5-foot easement fronting the City's right of way, see attached Plat of easement labeled as Exhibit 1. The City will be responsible for costs for the Plat of Easement preparation at an amount not to exceed \$750.00 and would be expensed from the Capital Drive Ditch Project line item.

The plat requires City Council approval and will be recorded by DuPage County. The following residents have agreed to dedicate a storm sewer easement as per the attached Plat of Easement labeled as follows:

Exhibit A:

7302 Capitol Drive PIN 09-26-112-020
5-foot Side Yard Storm Water Easement

7306 Capitol Drive PIN 09-26-112-021
5-foot Side Yard Storm Water Easement

Exhibit A:

7318 Capitol Drive PIN 09-26-112-024
5-foot Front Yard Storm Water Easement

7317 Sunrise Avenue PIN 09-26-112-014
5-foot Front Yard Storm Water Easement

Staff Recommendation

Staff recommends acceptance of a Storm Sewer Easement from the properties listed above.

Alternate Consideration

Not approving the resolution at this time.

Decision Mode

This item will be placed on the June 2, 2014 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PLAT OF DRAINAGE EASEMENT FOR THE
INSTALLATION OF A STORM SEWER AT 7302 AND 7306 CAPITOL DRIVE**

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

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

WHEREAS, the City will require a 5-foot storm sewer easement for the City to install a storm sewer line serving the properties at 7302 Capitol Drive and 7306 Captiol Drive, Darien, Illinois 60561; and

WHEREAS, the owners have offered to grant the City easements for providing storm water conveyance; and

WHEREAS, the easements will be located as further described as:

- A. 7302 Capitol Drive, Darien, Illinois 60561, 5-foot easement along south property line:

5-FOOT STORM SEWER EASEMENT, LYING 5 FEET NORTH OF THE SOUTH PROPERTY LINE OF LOT 10 IN BLOCK 56 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 23, AND PART OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1946 AS DOCUMENT NO. 499725, IN DUPAGE COUNTY, ILLINOIS

Property Identification Number 09-26-112-020

- B. 7306 Capitol Drive, Darien, Illinois 60561, 5-foot easement along north property line:

5-FOOT STORM SEWER EASEMENT, LYING 5 FEET SOUTH OF THE NORTH PROPERTY LINE OF LOT 11 IN BLOCK 56 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ SECTION 23, AND PART OF THE NORTHWEST ¼ SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1946 AS DOCUMENT NO. 499725, IN DU PAGE COUNTY, ILLINOIS

Property Identification Number 09-26-112-021

WHEREAS, a proposed plat of easement is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the City has determined that it is in its best interest to permanently utilize the property as described above for a storm sewer easement as granted by property owners of 7302 and 7306 Capitol Drive Darien, Illinois 60561, to the City;

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

SECTION 1: Authorization. The Mayor is hereby authorized and directed to execute a storm sewer easement attached hereto as “Exhibit A” and made a part hereof. The City Council approves of and accepts this easement.

SECTION 2: Recordation. The City Clerk is hereby directed to record a certified copy of the Deed Restriction/Covenant with the Office of the DuPage Recorder of Deeds.

SECTION 3: Effective Date. This Resolution shall be in full force and effect immediately upon its passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of June, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of June, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

JOHN B. MURPHEY, CITY ATTORNEY

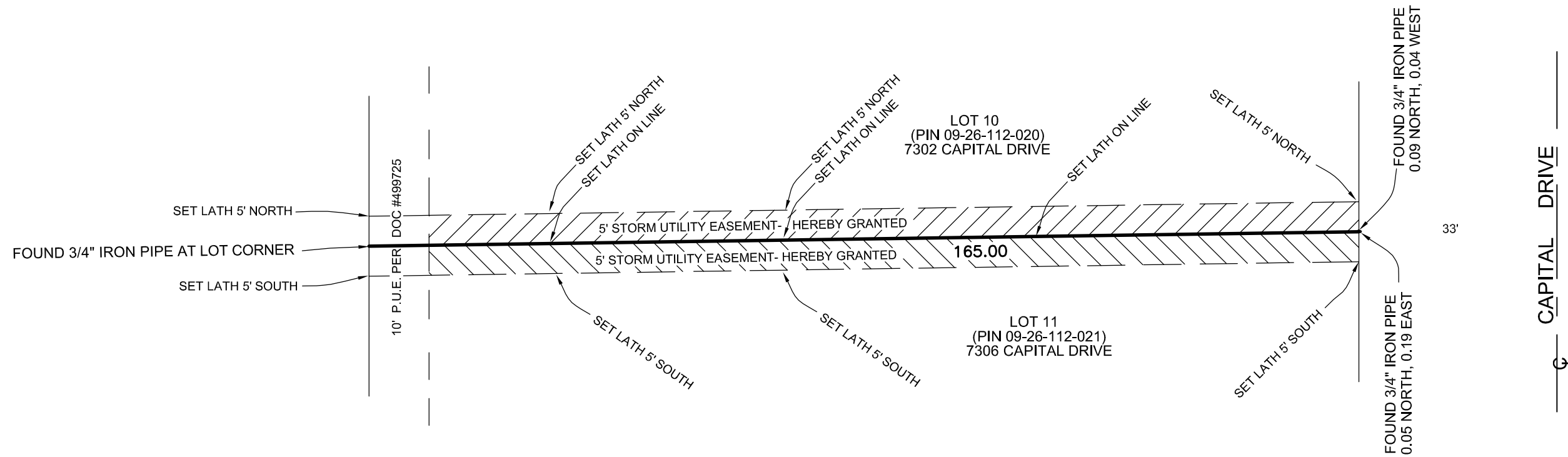


909 EAST 31ST STREET
LA GRANGE PARK, ILLINOIS 60526
SCHOMIG-SURVEY@SBCGLOBAL.NET
WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

SCHOMIG LAND SURVEYORS, LTD.

PLAT OF SURVEY

THE SOUTH 5.0 FEET OF LOT 10 (EXCEPT THE WEST 10.0 FEET THEREOF) AND THE NORTH 5.0 OF LOT 14 (EXCEPT THE WEST 10.0 FEET THEREOF) IN BLOCK 56 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23 AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS.



THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE TRANSACTION INTENDED.

IMPORTANT: COMPARE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY. UNLESS OTHERWISE NOTED, THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES.

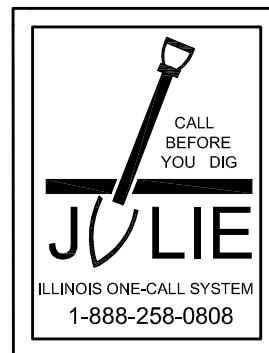
DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITHOUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW. © COPYRIGHT, ALL RIGHTS RESERVED.

SURVEY DATE: MAY 16TH, 2014.

ORDERED BY: CITY OF DARIEN

PLAT NUMBER: 140246 & H21-105

SCALE: 1" = 20'



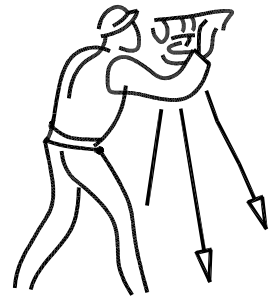
STATE OF ILLINOIS)
COUNTY OF COOK) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

BY: _____
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446



• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

SCHOMIG LAND SURVEYORS, LTD. PLAT OF GRANT OF EASEMENT

909 EAST 31ST STREET
LA GRANGE PARK, ILLINOIS 60526
SCHOMIG-SURVEY@SBCGLOBAL.NET
WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

THE SOUTH 5.0 FEET OF LOT 10 (EXCEPT THE WEST 10.0 FEET THEREOF) AND THE NORTH 5.0 OF LOT 14 (EXCEPT THE WEST 10.0 FEET THEREOF) IN BLOCK 56 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23 AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS.

OWNERS CERTIFICATE - LOT 10 7302 CAPITAL DRIVE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss.

I, JOHN MROZ AND DEBBIE MROZ, HIS WIFE DO HEREBY CERTIFY THAT WE ARE THE OWNERS, OF THE PROPERTY DESCRIBED AS:

LOT 10 IN BLOCK 56 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23 AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS.

AND AS SUCH OWNERS, WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR DRAINAGE PURPOSES DESCRIBED AS THE SOUTH 5 FEET (EXCEPT THE WEST 10 FEET THEREOF), OF AFORESAID LOT 10, AS SHOWN HEREON SHOWN TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS _____ DAY OF _____ A.D. 2014.

OWNER: _____

OWNER: _____



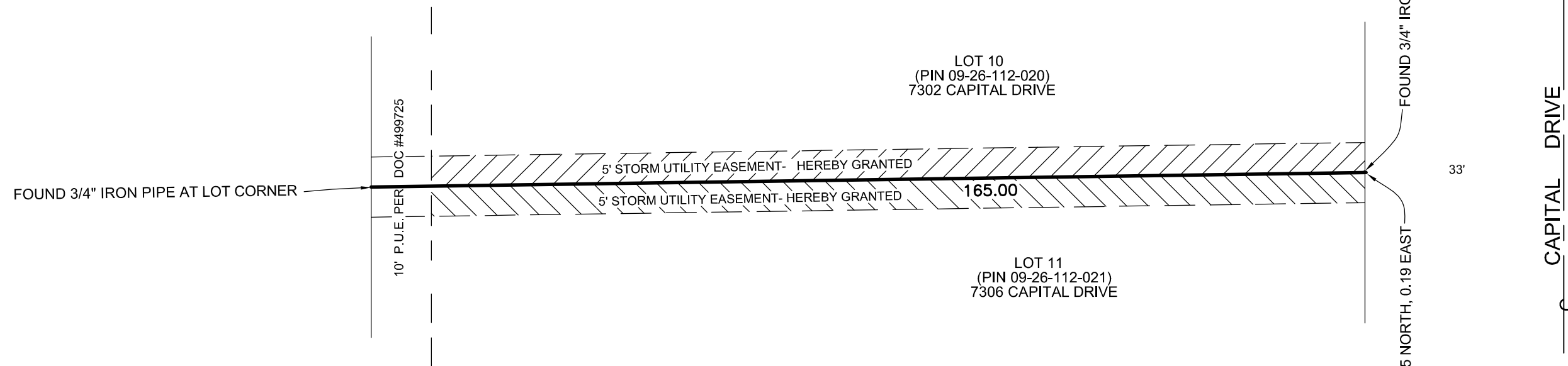
OWNERS NOTARY - LOT 10 7302 CAPITAL DRIVE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss.

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT JOHN MROZ AND DEBBIE MROZ HIS WIFE ARE BOTH PERSONALLY KNOWN BY ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE. DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY ARE THE OWNERS OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNER, HAS CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO BE PREPARED AT HIS OWN FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.

DATED THIS _____ DAY OF _____ A.D. 2014.

BY: _____ NOTARY PUBLIC.



OWNERS CERTIFICATE - LOT 11 7306 CAPITAL DRIVE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss.

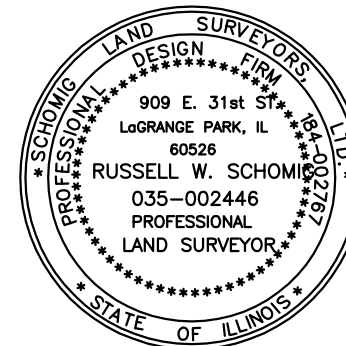
I, SIMONE LAGESSIE DO HEREBY CERTIFY THAT I AM THE SOLE OWNER OF THE PROPERTY DESCRIBED AS:

LOT 11 IN BLOCK 56 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23 AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS.

AND AS SUCH OWNER, I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR DRAINAGE PURPOSES DESCRIBED AS THE NORTH 5 FEET (EXCEPT THE WEST 10 FEET THEREOF), OF AFORESAID LOT 11, AS SHOWN HEREON SHOWN TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS _____ DAY OF _____ A.D. 2014.

OWNER: _____



STATE OF ILLINOIS)
COUNTY OF COOK) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AFFIXED TO THIS PLAT.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED, AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

BY: _____
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

OWNERS NOTARY - LOT 11 7306 CAPITAL DRIVE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss.

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT SIMONE LAGESSIE IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE. DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE IS THE OWNER OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNER, HAS CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO BE PREPARED AT HIS OWN FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.

DATED THIS _____ DAY OF _____ A.D. 2014.

BY: _____ NOTARY PUBLIC.

SURVEY DATE: MAY 16TH, 2014.
PLAT NUMBER: 140246 & H21-105

SCALE: 1" = 20'

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PLAT OF DRAINAGE EASEMENT FOR THE
INSTALLATION OF A STORM SEWER AT 7318 CAPITOL DRIVE AND
7317 SUNRISE AVENUE**

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

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

WHEREAS, the City will require a 5-foot storm sewer easement for the City to install a storm sewer line serving the properties at 7318 Capitol Drive and 7317 Sunrise Avenue, Darien, Illinois 60561; and

WHEREAS, the owners have offered to grant the City easements for providing storm water conveyance; and

WHEREAS, the easements will be located as further described as:

- A. 7318 Capitol Drive, Darien, Illinois 60561, 10-foot easement along south property line:

5-FOOT STORM SEWER EASEMENT, LYING 5 FEET NORTH OF THE SOUTH PROPERTY LINE OF LOT 14, BLOCK 56, IN TRI-STATE VILLAGE UNIT #6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23 AND PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1946, AS DOCUMENT #499725, IN DUPAGE COUNTY, ILLINOIS

Property Identification Number 09-26-112-024

- B. 7317 Sunrise Avenue, Darien, Illinois 60561, 5-foot easement along south property line:

5 FOOT STORM SEWER EASEMENT, LYING 5 FEET NORTH OF THE SOUTH PROPERTY LINE OF LOT 15 IN BLOCK 56 IN TRI-STATE VILLAGE UNIT NUMBER SIX, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23, AND PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 33 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE

PLAT THEREOF RECORDED JUNE 10, 1946 AS DOCUMENT 499725, IN
DUPAGE COUNTY, ILLINOIS

Property Identification Number 09-26-112-014

WHEREAS, a proposed plat of easement is attached hereto as Exhibit 1 and made a part hereof; and

WHEREAS, the City has determined that it is in its best interest to permanently utilize the property as described above for a storm sewer easement as granted by property owners of 7318 Capitol Drive and 7317 Sunrise Avenue Darien, Illinois 60561, to the City;

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

SECTION 1: Authorization. The Mayor is hereby authorized and directed to execute a storm sewer easement attached hereto as “Exhibit 1” and made a part hereof. The City Council approves of and accepts this easement.

SECTION 2: Recordation. The City Clerk is hereby directed to record a certified copy of the Deed Restriction/Covenant with the Office of the DuPage Recorder of Deeds.

SECTION 3: Effective Date. This Resolution shall be in full force and effect immediately upon its passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of June, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of June, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK



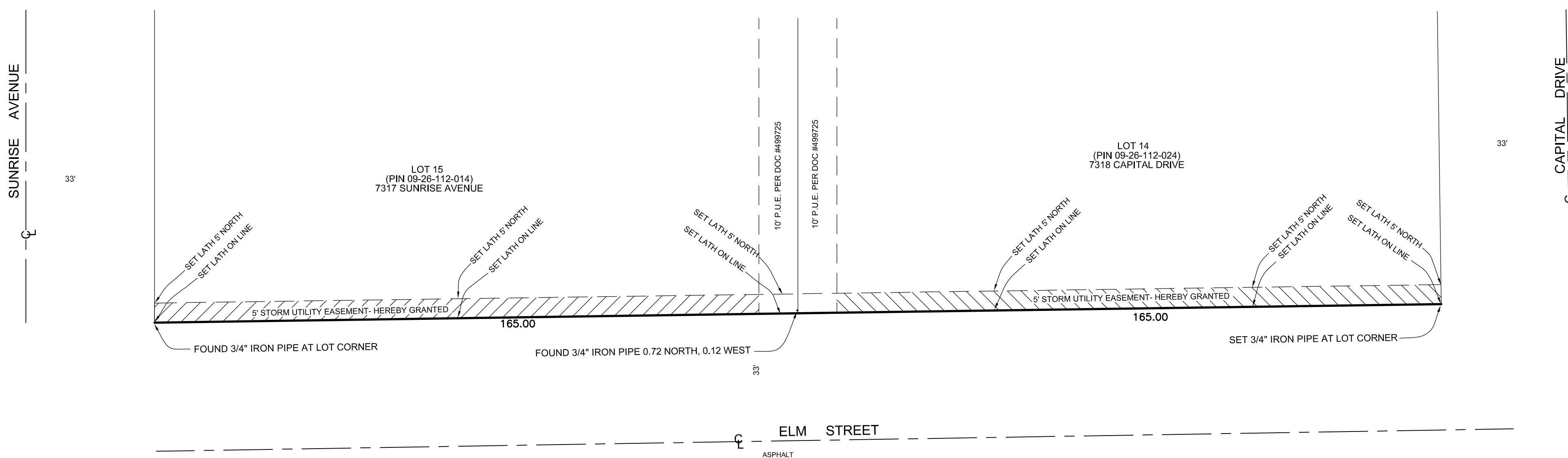
• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

SCHOMIG LAND SURVEYORS, LTD.

Plat of Survey

909 EAST 31ST STREET
 LA GRANGE PARK, ILLINOIS 60526
 SCHOMIG-SURVEY@SBCGLOBAL.NET
 WWW.LAND-SURVEY-NOW.COM
 PHONE: 708-352-1452
 FAX: 708-352-1454

THE SOUTH 5.0 FEET OF LOT 15 (EXCEPT THE EAST 10.0 FEET THEREOF) AND THE SOUTH 5.0 OF LOT 14 (EXCEPT THE WEST 10.0 FEET THEREOF) IN BLOCK 56 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23 AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS.



THE COSTUMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FRO THE TRANSACTION INTENDED.

IMPORTANT: COMPARE THE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY. UNLESS OTHERWISE NOTED, THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES.

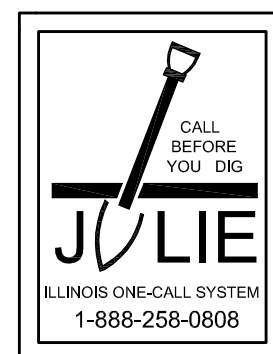
DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITH OUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS, LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW. © COPYRIGHT, ALL RIGHTS RESERVED.

SURVEY DATE: MAY 14TH, 2014.

ORDERED BY: CITY OF DARIEN

PLAT NUMBER: 140246-1 & H21-106

SCALE: 1" = 20'



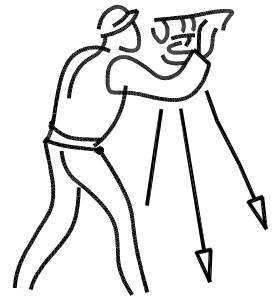
STATE OF ILLINOIS } ss.
 COUNTY OF COOK }

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AFFIXED TO THIS PLAT.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED, AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

BY: PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446



• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

SCHOMIG LAND SURVEYORS, LTD. PLAT OF GRANT OF EASEMENT

909 EAST 31ST STREET
LA GRANGE PARK, ILLINOIS 60526
SCHOMIG-SURVEY@SBCGLOBAL.NET
WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

THE SOUTH 5.0 FEET OF LOT 15 (EXCEPT THE EAST 10.0 FEET THEREOF) AND THE SOUTH 5.0 OF LOT 14 (EXCEPT THE WEST 10.0 FEET THEREOF)
IN BLOCK 56 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23 AND PART OF THE
NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS.

OWNERS CERTIFICATE - LOT 15 7317 SUNRISE AVENUE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss.

I, DAVID SIEBOLD DO HEREBY CERTIFY THAT I AM THE SOLE OWNER OF THE PROPERTY DESCRIBED AS:

LOT 15 IN BLOCK 56 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23 AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS.

AND AS SUCH OWNER, I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR DRAINAGE PURPOSES, DESCRIBED AS THE SOUTH 5 FEET (EXCEPT THE EAST 10 FEET THEREOF), OF AFORESAID LOT 15, AS SHOWN HEREON SHOWN TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS _____ DAY OF _____ A.D. 2014.

OWNER: _____

OWNERS NOTARY - LOT 15 7317 SUNRISE AVENUE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss.

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT DAVID SIEBOLD IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE. DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE IS THE OWNER OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNER, HAS CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO BE PREPARED AT HIS OWN FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.

DATED THIS _____ DAY OF _____ A.D. 2014.

BY: _____ NOTARY PUBLIC.

LOT 15
(PIN 09-26-112-014)
7317 SUNRISE AVENUE

OWNERS CERTIFICATE - LOT 14 7318 CAPITAL DRIVE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss.

I, KENNETH NULL DO HEREBY CERTIFY THAT I AM THE SOLE OWNER OF THE PROPERTY DESCRIBED AS:

LOT 14 IN BLOCK 56 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23 AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS.

AND AS SUCH OWNER, I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR DRAINAGE PURPOSES DESCRIBED AS THE SOUTH 5 FEET (EXCEPT THE WEST 10 FEET THEREOF), OF AFORESAID LOT 14, AS SHOWN HEREON SHOWN TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS _____ DAY OF _____ A.D. 2014.

OWNER: _____

OWNERS NOTARY - LOT 14 7318 CAPITAL DRIVE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss.

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT KENNETH NULL IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE. DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE IS THE OWNER OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNER, HAS CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO BE PREPARED AT HIS OWN FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.

DATED THIS _____ DAY OF _____ A.D. 2014.

BY: _____ NOTARY PUBLIC.

LOT 14
(PIN 09-26-112-024)
7318 CAPITAL DRIVE



33'

CAPITAL DRIVE



LICENSE EXPIRATION
11-30-2014

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AFFIXED TO THIS PLAT.

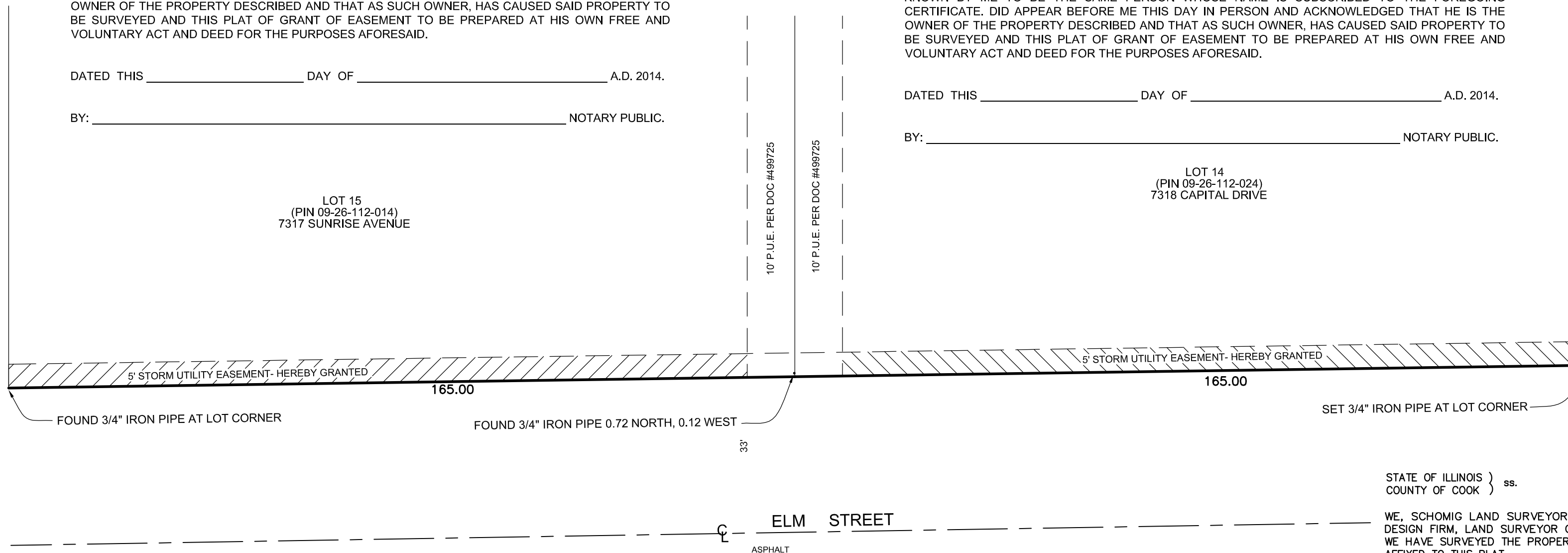
ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED, AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

BY: _____
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

SUNRISE AVENUE

33'



SURVEY DATE: MAY 16TH, 2014.
PLAT NUMBER: 140246 & H21-106

SCALE: 1" = 20'

APPROVED AS TO FORM:

JOHN B. MURPHEY, CITY ATTORNEY

AGENDA MEMO
Municipal Services Committee
May 27, 2014

Issue Statement

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for professional services related to the Kentwood Court Bridge Repairs in an amount not to exceed \$19,900.00.

Background/History

Attached is an engineering agreement from Christopher B. Burke Engineering, Ltd. for the preparation of construction plans as they relate to the removal and replacement of the Kentwood Court bridge repair. During our 2014 review of the roads, the existing road and concrete culvert was inspected on Kentwood Court and identified that significant cracks were developing within the culvert and adjoining structural walls, see attached Technical Memo dated October 16, 2013 labeled as Attachment A.

The Scope of Services includes the following:

Task 1 - CBBEL will complete a topographic survey of the area. A topographic survey forms the basis from which design plans can be produced. There are no existing plans for the culvert so a survey will be especially important to define the geometry of the existing structure and know what size members to use for replacement. Task 1-\$3,500

Task 2 - Concept Study: CBBEL will interpret the survey results and investigate different replacement alternatives. These may include precast panels with a concrete topping vs. a cast-in place slab. Task 2- \$1,300

Task 3 - Plan Preparation: Bid documents will be produced which include design plans, cost estimate and specifications. An anticipated sheet list includes:

1. Cover Sheet
2. General Notes & Summary of Quantities
3. Existing Conditions & Removal Plan
4. Erosion and Sediment Control
5. Proposed Roadway Plan
6. Proposed Structural Plan
7. Sections & Details

Task 3-\$11,300

Task 4 -Construction Support: CBBEL will assist in the construction of the road by reviewing submittals, answering RFI's and conducting two site visits. Task 4-\$3,300

Direct Costs \$500

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

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 14-15 BUDGET	PROPOSED EXPENDITURE
25-35-4376	FYE155011	KENTWOOD COURT BRIDGE REPAIR	\$ 165,000	\$ 19,900.00

Staff Recommendation

Staff recommends approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for professional services related to the Kentwood Court Bridge Repairs in an amount not to exceed \$19,900.00.

Alternate Consideration

Not approving this proposal.

Decision Mode

This item will be placed on the June 2, 2014 City Council agenda for formal consideration.

TECHNICAL MEMORANDUM



City of Darien

Culvert Inspection and Assessment

October 16, 2013

Village of Darien
Public Works Department
1041 S. Frontage Road
Darien, IL 60561

Attention: Dan Gombac, Director of Municipal Services

Project: Kimberly Court, Kentwood Court and Carlisle Court
Culvert Inspection
Technical Memorandum

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this Technical Memorandum which summarizes the field inspection conducted on October 10, 2013 of the three subject culverts, provides a structural assessment of their condition and gives recommendations on what course of action, if any, should be taken to extend their life.

The scope of the inspection was to assess the immediate condition of the culverts to ensure that there was no immediate concern to the traveling public given the longitudinal cracks that can be seen on the roadway surface. No detailed measurements were taken to document inventory items such as span, rise, thickness, etc. at this time. The City was unsure if they had existing plans.

KIMBERLY COURT OVER CREEK:

This single box culvert is in good condition. The culvert is a traditional cast-in-place four-sided box with concrete wingwalls and brick headwalls behind a curb and gutter bituminous roadway.

Using the Federal coding guidelines, this culvert would be rated a 7 (very good). This is based on a scale of 0-9 with 9 being brand new and 0 a collapsed structure.

No repair work is required at this time. It was mentioned that the road may be resurfaced at some point in the future. One can see there is some settlement of the roadway either side of the culvert. There is a slight bump as you drive over the rigid culvert and the bituminous roadway exhibits some transverse cracking. When it comes time for roadway repairs, CBBEL would recommend removal of the roadway surface adjacent to the culvert and recompaction of the material behind the culvert to reduce future settlement.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

TECHNICAL MEMORANDUM

KENTWOOD COURT OVER CREEK:

This single box “culvert” is not a conventional structure type. There is a base slab and cast-in-place walls but the top slab consists of precast panels set on top of the walls with a concrete wearing surface/deck on top of the panels. A bituminous roadway leads up to the hybrid structure on each approach.

The panels would be rated a 4 (poor condition). There are spalls, delaminated areas and exposed reinforcing on the deck soffit. The reinforcement exhibits some section loss but they appear to be conventional reinforcement and not prestressing strands. There are keyways between the panels which have separated. There is no grout remaining and the panels are acting independently. There are full depth cracks in the wearing surface that extend down to the voided keyways. The panels have some life left in them but should be replaced in the near future.

The walls are in good condition and can be reused in a repair/replacement scenario. There are cracks in the joints at the wingwalls that should be repaired when the deck is replaced. The bituminous approaches have settled at the edge of the culvert. The existing roadway should be removed at the area behind the walls recompact to help with future settlement concerns.

CBBEL would recommend the City program for the repairs to be made within the next year. Several deck replacement options can be considered. CBBEL can further investigate different alternatives in the next phase of the project.

CARLISLE COURT OVER CREEK:

The Carlisle structure is the same hybrid type as the Kentwood structure. It exhibits the same problems as Kentwood however the panels are not as deteriorated yet. There are only minor areas of spalling and exposed reinforcement. The bottoms of the panels and walls show significant staining indicating leakage does occur though the open joints. This structure will continue to deteriorate and will eventually reach the level as Kentwood. It would currently be rated a 5 or fair condition.

The walls are in good condition and can be reused in a repair/replacement scenario. There are cracks in the joints at the wingwalls that should be repaired when the deck is replaced. The bituminous approaches have settled at the edge of the culvert. The existing roadway should be removed at the area behind the walls recompact to help with future settlement concerns.

CBBEL would recommend the City program for the repair/replacement of this structure in the next 1-3 years.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

TECHNICAL MEMORANDUM

SUMMARY:

The condition of the three culverts inspected range from poor to very good. CBBEL would recommend a tiered approach to fixing the problems over the next few years.

- Kimberly Court – No maintenance required
- Kentwood Court – Deck replacement 2014
- Carlisle Court – Deck replacement 2015

Please feel free to contact us to discuss the finding of this Technical Memorandum. We are in position to prepare an estimate for engineering fees and proceed with repair/replacement alternatives if the City wishes to proceed further.

Very truly yours,

Jeffrey C. Ehrhart, PE
Senior Structural Engineer



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



Photo No. 1 – East Elevation



Photo No. 2 – Roadway Above
(looking south)



Photo No. 3 – Roadway
(looking east)



Photo No. 4 – Looking Downstream
(looking east)



Photo No. 5 – Drains



Photo No. 6 – Pipe Penetration



Photo No. 7 -- Inside of Culvert



Photo No. 8 -- Weir Upstream End



Photo No. 1 – Inside of Culvert



Photo No. 2 – Inside of Culvert



Photo No. 3 – Roadway Surface



Photo No. 4 – Largest Crack is full depth



Photo No. 5 – Underside Precast Panels



Photo No. 6 – Underside Precast Panels



Photo No. 7 – Typical Wall Condition



Photo No. 8 – Cracks in Wingwall Joint



Photo No. 7 – Cast-in-place "sidewalk" on each end



Photo No. 8 – Weir Downstream



Photo No. 1 – Inside of Culvert



Photo No. 2 – Inside of Culvert



Photo No. 3 – Roadway Surface



Photo No. 4 – Concrete Thicknesses



Photo No. 5 – Roadway undermining northwest corner



Photo No. 6 – Cast-in-place "sidewalk" on each end



Photo No. 7 – Looking Downstream



Photo No. 8 – Pipe Penetration



Photo No. 7 – Crack in Wingwall Joint



Photo No. 8 – Concrete Width

RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PROFESSIONAL SERVICES RELATED TO THE KENTWOOD COURT BRIDGE REPAIRS IN AN AMOUNT NOT TO EXCEED \$19,900.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for professional services related to the Kentwood Court Bridge repairs in an amount not to exceed \$19,900.00, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of June, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of June, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9675 West Higgins Road Suite 800 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 20, 2014

Sent via electronic mail

City of Darien
Public Works Department
1041 S. Frontage Road
Darien, IL 60561

Attention: Dan Gombac, Director of Municipal Services

Subject: Kentwood Court Culvert Repairs - Engineering Proposal

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services for the above referenced subject. This proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the City of Darien is in need of repair/replacement of an existing culvert at Kentwood Court. The existing top slab of the culvert is in poor condition and there is concern of its remaining capacity. CBBEL visited the site on October 10, 2013 to investigate its condition and produced a Technical Memorandum dated October 16, 2013 summarizing our findings.

At the request of the City, CBBEL is preparing this proposal for the preparation of contract documents for the repair of the Kentwood Culvert. The side walls and bottom slab are in good condition. This proposal follows the recommendation of the Technical Memo which is to replace the top slab only as well as approach pavement work.

SCOPE OF SERVICES

Task 1 – Survey: CBBEL will complete a topographic survey of the area. A topographic survey forms the basis from which design plans can be produced. There are no existing plans for the culvert so a survey will be especially important to define the geometry of the existing structure and know what size members to use for replacement.

Task 2 – Concept Study: CBBEL will interpret the survey results and investigate different replacement alternatives. These may include precast panels with a concrete topping vs. a cast-in-place slab.

Task 3 – Plan Preparation: Bid documents will be produced which include design plans, cost estimate and specifications. An anticipated sheet list includes:

1. Cover Sheet
2. General Notes & Summary of Quantities
3. Existing Conditions & Removal Plan
4. Erosion and Sediment Control
5. Proposed Roadway Plan
6. Proposed Structural Plan
7. Sections & Details

Task 4 – Construction Support: CBBEL will assist in the construction of the road by reviewing submittals, answering RFI's and conducting two site visits.

ESTIMATE OF FEE

CBBEL estimates the following fees for each of the tasks described above:

Task 1 – Survey	\$ 3,500
Task 2 – Concept Study	\$ 1,300
Task 3 – Plan Preparation	\$ 11,300
Task 4 – Construction Support	\$ 3,300
Direct Cost Allowance	\$ 500
TOTAL	\$ 19,900

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. An Allowance for Direct costs for printing, mailing, travel, securing any permits, etc. is included in the Fee Estimate. The actual charges will be billed as required. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Any Supplemental Services will be performed as requested and billed on a time and materials basis.

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

Sincerely,



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

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR CITY OF DARIEN.

BY: _____

TITLE: _____

DATE: _____

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

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

Direct Costs

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

*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
Municipal Services Committee
May 27, 2014

ISSUE STATEMENT

Approval of a Resolution to enter into a contract agreement with Morton Salt for the purchase of rock salt in an amount not to exceed \$241,821.32.

BACKGROUND/HISTORY

The rock salt is utilized by the Municipal Services Department for street de-icing operations during the snow season. The City utilized approximately 4000 tons of salt this past season and has approximately 125 tons remaining within the salt storage building.

The City had partnered with the County of DuPage for the purchase of rock salt for the 2014/15 season. The County of DuPage opened four (4) sealed bids on April 17, 2014. See attached bid tally labeled as Attachment A. The lowest competitive price was Morton Salt in the amount of \$70.44 per ton, an increase of \$1.84 per ton from the last year's contract price.

As part of the joint contract the City will be required to take up to 3,433 tons of sodium chloride salt. The Darien Park District and Center Cass School District #66 will be purchasing up to 245 and 8 tons respectively of rock salt not to exceed \$17,821.32. Forthcoming agenda memos will cover the Intergovernmental Agreements between the City and the Darien Park District and Center Cass School District #66. The City will have an opportunity to purchase approximately an additional 1000 tons due to extreme conditions such as this past season. Staff will request City Council approval should conditions warrant the emergency expense. See attached letter labeled as Attachment B dated May 20, 2014.

The proposed expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 14-15 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
03-60-4249	CITY OF DARIEN 3,180 Tons	\$224,400	\$ 224,000.00	\$0
01-30-4249	DARIEN PARK DISTRICT-REIMBURSABLE 245 Tons	N/A	\$ 17,257.80	N/A
01-30-4249	DISTRICT 66-REIMBURSABLE 8 Tons	N/A	\$ 563.52	N/A
TOTAL COSTS			\$ 241,821.32	

STAFF RECOMMENDATION

Staff recommends approval of this resolution with Morton Salt for the annual purchase of rock salt in an amount not to exceed \$241,821.32.

ALTERNATE CONSIDERATION

Not approving the contract.

DECISION MODE

This item will be placed on the June 2, 2014 City Council agenda for formal approval.



**COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION ADVISE**

BID #14-084

BULK ROCK SALT FOR THE DUPAGE COUNTY DIVISION OF TRANSPORTATION

BID OPENING DATE: APRIL 17, 2014

2:00 P.M.

RESPONSIBLE BIDS:	TOTAL GROUP 1A	TOTAL GROUP 1-B	TOTAL GROUP 2-A	TOTAL GROUP 2-B
DETROIT SALT COMPANY	\$905,760.00	\$1,705,220.00	\$907,269.60	\$2,127,649.50
CARGILL DEICING TECHNOLOGY	\$873,360.00	\$1,645,160.00	\$850,755.60	\$2,025,261.00
NORTH AMERICAN SALT COMPANY	\$854,760.00	\$1,677,060.00	\$856,184.60	\$2,092,513.50
MORTON SALT	\$845,280.00	\$1,549,680.00	\$846,688.80	\$1,933,578.00

NON-RESPONSIBLE BIDS:

NO BID RESPONSES: CENTRAL SALT, AMERICAN ROCK SALT

BID OPENING ATTENDED BY:

Debby Thompson, CPPB, DuPage County Buyer²⁰
 Glenda Vasak, DuPage County Bid Coordinator
 John Kawka, DOT; Darcie Garza, DOT
 Andy Weimer, Central Salt; Deborah Jones, Morton Salt
 Steven Kaar, Duchess Marketing

THIS BID HAS A TENTATIVE AWARD DATE OF: MAY 27, 2014

INVITATIONS SENT:	25	POTENTIAL BIDDERS REQUESTING BID DOCUMENTS:	16	TOTAL BID RESPONSES RECEIVED:	4
------------------------------	----	--	----	--	---

14-084 EXTENDED BID TAB

DUPAGE COUNTY		DETROIT SALT		CARGILL DEICING		NORTH AMERICAN SALT	
OPTION 1A EARLY DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	12,000	\$75.48	\$905,760.00	\$72.78	\$873,360.00	\$71.23	\$854,760.00
TOTAL LUMP SUM BID			\$905,760.00		\$873,360.00		\$854,760.00
OPTION 1B STANDARD DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	22,000	\$77.51	\$1,705,220.00	\$74.78	\$1,645,160.00	\$76.23	\$1,677,060.00
TOTAL LUMP SUM BID			\$1,705,220.00		\$1,645,160.00		\$1,677,060.00
TOWNSHIPS/MUNICIPALITIES							
OPTION 2A - EARLY DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	12,020	\$75.48	\$907,269.60	\$70.78	\$850,775.60	\$71.23	\$856,184.60
TOTAL GROUP 2 - A			\$907,269.60		\$850,775.60		
OPTION 2B - STANDARD DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	27,450	\$77.51	\$2,127,649.50	\$73.78	\$2,025,261.00	\$76.23	\$2,092,513.50
TOTAL GROUP 2 - A			\$2,127,649.50		\$2,025,261.00		
DUPAGE COUNTY							
		MORTON SALT					
OPTION 1A EARLY DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE				
BULK ROCK SALT	12,000	\$70.44	\$845,280.00				
TOTAL LUMP SUM BID			\$845,280.00				
OPTION 1B STANDARD DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE				
BULK ROCK SALT	22,000	\$70.44	\$1,549,680.00				
TOTAL LUMP SUM BID			\$1,549,680.00				
TOWNSHIPS/MUNICIPALITIES							
OPTION 2A - EARLY DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE				
BULK ROCK SALT	12,020	\$70.44	\$846,688.80				
TOTAL GROUP 2 - A			\$846,688.80				
OPTION 2B - STANDARD DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE				
BULK ROCK SALT	27,450	\$70.44	\$1,933,578.00				
TOTAL GROUP 2 - A			\$1,933,578.00				



RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO A CONTRACT AGREEMENT WITH MORTON SALT FOR THE PURCHASE OF ROCK SALT IN AN AMOUNT NOT TO EXCEED \$241,821.32

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to enter into a contract agreement with Morton Salt for the purchase of rock salt in an amount not to exceed \$241,821.32, 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 2nd day of June, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 2nd day of June, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

COUNTY OF DU PAGE, ILLINOIS

BID FORM
 PROCUREMENT SERVICES DIVISION
 BID #14-084

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Morton Salt, Inc.
Main Business Address	123 N. Wacker Drive
City, State, Zip Code	Chicago, IL 60606-1743
Telephone Number	For ordering: 855/665-4540
Fax Number	312/807-2669
Bid Contact Person	Sales Rep., Debbi Jones, PH# 708/891-5847
Email Address	bids@mortonsalt.com

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

See Attached Corporate Resolution _____
 (President or Partner) (Vice-President or Partner)
 _____ (Secretary or Partner) _____ (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of

COUNTY OF DU PAGE, ILLINOIS

Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the bidder certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

BID AWARD CRITERIA:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by group 1A and/or 1B, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie. Group 2 will be awarded by each individual township/municipality.

DELIVERY: REQUIREMENTS AS LISTED IN SPECIFICATIONS

GROUP 1-A:

TOTAL LUMP SUM BID: \$845,280.00
Total (in figures)

Eight hundred forty-five thousand two hundred eighty Dollars and zero Cents.
(Print or Type)

GROUP 1-B:

TOTAL LUMP SUM BID: \$1,549,680.00
Total (in figures)

One million five hundred forty-nine thousand six hundred eighty Dollars and zero Cents.
(Print or Type)

The Contractor agrees to provide the equipment, service and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X Anthony T. Patton Anthony T. Patton
(Signature and Title) Manager U.S. Government Bulk Ice Control
Sales & Marketing

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED FOR CONSIDERATION

Subscribed and sworn to before me this 15th day of April AD, 2014

Carolyn M. Carter My Commission Expires: 8/1/2017
(Notary Public)

Leah Pittacora
Leah Pittacora
Project Manager Ice Control
Salt Group



COUNTY OF DU PAGE, ILLINOIS

GROUP 1 – DUPAGE COUNTY

All Product to be shipped F.O.B. Delivered, freight prepaid, 140 N. County Farm Road, Wheaton, IL 60187 or 7900 S. Rt. 53, Woodridge, IL 60517.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by Sept 30, 2014

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	12,000 TONS	\$ 70.44 /TON	\$ 845,280.00
TOTAL GROUP 1 – A			\$ 845,280.00

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	22,000 TONS	\$ 70.44 /TON	\$ 1,549,680.00
TOTAL GROUP 1 – B			\$ 1,549,680.00

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE
\$ 75.44 PER TON

TOTAL GROUP 1 A	\$ 845,280.00
TOTAL GROUP 1 B	\$ 1,549,680.00
TOTAL GROUP 1 (LUMP SUM BID)	\$ 2,394,960.00

SHIPPING AND BILLING INFORMATION:

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6930 FX: (630) 407-6962	DuPage County Division of Transportation Attn: Darcie Garza 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6920 FX: (630) 407-6921
Same	DuPage County Public Works Attn: Darcie Garza 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6920 FX: (630) 407-6921

COUNTY OF DU PAGE, ILLINOIS

GROUP 2 – TOWNSHIPS/MUNICIPALITIES

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Township/Municipality will make an independent determination on whether it will enter into this agreement with the Awarded Contractor.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by September 30, 2014

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	12,020 TONS	\$ 70.44 /TON	\$ 846,688.80
TOTAL GROUP 2 -A			\$ 846,688.80

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Township/Municipality agrees to enter into an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Township/ Municipality does not utilize or order the 80%, the Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Township/Municipality.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	27,450 TONS	\$ 70.44 /TON	\$ 1,933,578.00
TOTAL GROUP 2 -B			\$ 1,933,578.00

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE
\$75.44 PER TON

COUNTY OF DU PAGE, ILLINOIS

SHIPPING AND BILLING INFORMATION: GROUP 2 – ADDITIONAL LOCATIONS

Bill To:	Ship To:	A-100% Confirmed Quantities – Delivery before September 30, 2014	B-80-130% Estimated Quantities – Standard Delivery (100% Usage Quantity noted)
City of Wheaton Public Works 821 Liberty Drive Wheaton, IL 60189	City of Wheaton Public Works 821 Liberty Drive Wheaton, IL 60189	None	3300 Tons
Village of Carol Stream 124 Gerzevske Lane Carol Stream, IL 60188	Village of Carol Stream 124 Gerzevske Lane Carol Stream, IL 60188	2000 Tons	None
Village of Woodridge Public Works One Plaza Drive Woodridge, IL 60517	Village of Woodridge Public Works One Plaza Drive Woodridge, IL 60517	500 Tons	1000 Tons
Village of Winfield 27W 466 Jewel Road Winfield, IL 60170	Village of Winfield Public Works 0S040 Wynwood Road Winfield, IL 60190	None	100 Tons
Village of Hinsdale 19 E. Chicago Ave. Hinsdale, IL 60521	Village of Hinsdale 226 Symonds Dr. Hinsdale, IL 60521	None	600 Tons
Village of Downers Grove 801 Burlington Ave. Downers Grove, IL 60515	Village of Downers Grove 5101 Walnut Ave. Downers Grove, IL 60515	None	2000 Tons
Glen Ellyn Public Works 30 S. Lambert Road Glen Ellyn, IL 60137	Glen Ellyn Public Works 30 S. Lambert Road Glen Ellyn, IL 60137	None	1000 Tons
Village of Bensenville 12 S. Center St. Bensenville, IL 60106	Bensenville Public Works 717 E. Jefferson St. Bensenville, IL 60106	500 Tons	None
City of Aurora, Illinois 44 E. Downer Place Aurora, IL 60505	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505	None	9,000 Tons
Village of Villa Park 20 South Ardmore Ave. Villa Park, IL 60181	Village of Villa Park Salt Storage Yard 729 North Ardmore Villa Park, IL 60181	100 Tons	200 Tons
City of Darien 1702 Plainfield Rd. Darien, IL 60561	City of Darien 1041 S. Frontage Rd. Darien, IL 60561	2500 Tons	2000 Tons
City of Naperville 400 S. Eagle Naperville, IL 60540	City of Naperville 180 Fort Hill Drive Naperville, IL 60540	1600 Tons	None
Village of Clarendon Hill 1N Prospect Ave. Clarendon Hills, IL 60514	Village of Clarendon Hills 452 Park Ave. Clarendon Hills, IL 60514	None	300 Tons

COUNTY OF DU PAGE, ILLINOIS

Bill To:	Ship To:	A-100% Confirmed Quantities - Delivery before September 30, 2014	B-80-130% Estimated Quantities - Standard Delivery (100% Usage Quantity noted)
Addison Township Road District 411 W Potter St. Wood Dale, IL 60191	Addison Township Road District 411 W Potter St. Wood Dale, IL 60191	300 Tons	700 Tons
Bloomington Township Highway 6N030 Rosedale Ave. Bloomington, IL 60108	Bloomington Township Highway 6N030 Rosedale Ave. Bloomington, IL 60108	1000 Tons	1000 Tons
Downers Grove Township Highway Dept. 4340 Prince St. Downers Grove, IL 60515	Downers Grove Township Highway Dept. 318 Quincy St. Westmont, IL 60515	120 Tons	1500 Tons
Lisle Township Road District 4719 Indiana Lisle, IL 60532	Lisle Township Road District 4719 Indiana Lisle, IL 60532	400 Tons	1200 Tons
Milton Township Highway Dept. 23W040 Poes St. Glen Ellyn, IL 60187	Milton Township Highway Dept. 23W040 Poes St. Glen Ellyn, IL 60187	700 Tons	1100 Tons
Naperville Township Road District 31W331 North Aurora Road Naperville, IL 60563	Naperville Township Road District 31W331 North Aurora Road Naperville, IL 60563	400 Tons	500 Tons
Winfield Township Road District PO Box 617 West Chicago, IL 60186-0617	Winfield Township Road District 30W575 Roosevelt Road West Chicago, IL 60185	800 Tons	800 Tons
York Township Highway Dept. 19W475 Roosevelt Road Lombard, IL 60148	York Township Highway Dept. 19W475 Roosevelt Road Lombard, IL 60148	500 Tons	700 Tons
Wayne Township Road District 4N230 Klein Road West Chicago, IL 60185	Wayne Township Road District 4N230 Klein Road West Chicago, IL 60185	600 Tons	450 Tons

AGENDA MEMO
Municipal Services Committee
May 27, 2014

Issue Statement

Approval of a Resolution authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2014 Rock Salt Agreement.

Background/History

The Intergovernmental Agreement with the Darien Park District authorizes the City of Darien to provide rock salt to the Darien Park District for their deicing operations. The Park District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The Park District has estimated that they will require approximately 245 tons for the winter season. The City of Darien would be reimbursed by the Park District at a unit cost of \$70.44 per ton for a total amount of approximately \$17,257.80 pending final quantities.

Staff Recommendation

Staff recommends signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the Resolution.

Decision Mode

This item will be placed on the June 2, 2014 City Council agenda for formal consideration.

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt, subject to the Darien Park District Intergovernmental Agreement paying for the final quantities.

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

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

RESOLUTION NO. _____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 2nd day of June, 2014.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 2nd day of June, 2014.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

This agreement is made and entered into this _____ day of _____, 2014, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and the Darien Park District, an Illinois municipal corporation, (hereinafter the “District”) (collectively “the parties”).

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

WHEREAS, the City desires to assist the District by allowing the District to purchase rock salt from the Public Works facility for an estimated cost of \$17,257.80 pending final quantities;

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

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

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2015 as invoiced by the City.

4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:

a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

b. If intended for the Park District:

Darien Park District
7301 Fairview Avenue
Darien, Illinois 60561
Attn: Stephanie Gurgone

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this _____ day of _____, 2014.

CITY OF DARIEN

BY: _____
Kathleen Weaver, Mayor

ATTEST: _____
City Clerk

DARIEN PARK DISTRICT

BY: _____
Ray Jablonski, President
Darien Park District

ATTEST: _____
Secretary, Park District

AGENDA MEMO
Municipal Services Committee
May 27, 2014

Issue Statement

Approval of a Resolution authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2014 Rock Salt Agreement.

Background/History

The Intergovernmental Agreement with Center Cass School District #66 authorizes the City of Darien to provide rock salt to Center Cass School District #66 for their deicing operations. The School District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The School District has estimated that they will require approximately 8 tons for the winter season. The City of Darien would be reimbursed by the School District at a unit cost of \$70.44 per ton for a total amount of approximately \$563.52 pending final quantities. The proposed salt quantities will not have any impact to the City's contract with the supplier.

Staff Recommendation

Staff recommends signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the Resolution.

Decision Mode

This item will be placed on the June 2, 2014 City Council agenda for formal consideration.

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt, subject to the Center Cass School District #66 Intergovernmental Agreement paying for the final quantities.

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

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

RESOLUTION NO. _____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 2nd day of June, 2014.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 2nd day of June, 2014.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

This agreement is made and entered into this _____ day of _____, 2014, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and Center Cass School District #66, an Illinois municipal corporation, (hereinafter the “School District”) (collectively “the parties”).

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

WHEREAS, the City desires to assist the School District by allowing the School District to purchase rock salt from the Public Works facility for an estimated cost of \$563.52 pending final quantities;

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

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

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2015 as invoiced by the City.

4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:

a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

b. If intended for the Park District:

Center Cass School District #66
699 Plainfield Road
Downers Grove, Illinois 60516
Attn: Timothy Arnold

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this _____ day of _____, 2014.

CITY OF DARIEN

BY: _____
Kathleen Weaver, Mayor

ATTEST: _____
City Clerk

CENTER CASS SCHOOL DISTRICT #66

BY: _____
Timothy Arnold, Superintendent
Center Cass School District #66

ATTEST: _____
Secretary, School District

AGENDA MEMO
Municipal Services Committee
May 27, 2014

ISSUE STATEMENT

Approval of a resolution accepting a proposal from Auto Truck Group for the purchase of a service body equipment package, lighting accessories, and hydraulic controls, for the 2014 International 7400 SFA 4x2 cab and chassis, Unit 103 in the amount of \$64,288.

BACKGROUND/HISTORY

The proposed equipment package would be installed on the 2014 International 7400 SFA 4x2 cab and chassis, Unit 103. Please note the cab and chassis was approved at the May 5, 2014 City Council Meeting. The vehicle would be utilized by the Street Division for material hauling, snow plowing and de-icing operations.

The City staff had opened four responsive sealed bids on May 14, 2014 for the Equipment Package. The equipment package consists of a dump body, hoist, lighting accessories, hydraulics, controls, snow and de-icing equipment. Attachment A is the bid tally.

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

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 14/15 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4815	FYE152030	CAPITAL PURCHASES TRUCK REPL UNIT 103-CAB AND CHASSIS CITY COUNCIL APPROVED MAY 5, 2014	\$145,300.00	\$ 73,642.00	\$ 71,658.00
01-30-4815	FYE152030	CAPITAL PURCHASES TRUCK REPL UNIT 103-TRUCK BODY	\$ 71,658.00	\$ 64,288.00	\$ 7,370.00
01-30-4815	FYE152030	CAPITAL PURCHASES TRUCK REPL UNIT 103-DECALS	\$ 7,370.00	\$ 750.00	\$ 6,620.00

COMMITTEE RECOMMENDATION

Staff recommends approval of the resolution accepting the proposal from Auto Truck Group for the purchase of a service body equipment package, lighting accessories, and hydraulic controls, for the 2014 International 7400 SFA 4x2 cab and chassis, Unit 103 in the amount of \$64,288.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the June 2, 2014 City Council agenda for formal consideration

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM AUTO TRUCK GROUP FOR THE PURCHASE OF A SERVICE BODY EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS FOR THE 2014 INTERNATIONAL 7400 SFA 4x2 CAB & CHASSIS, UNIT 103 IN THE AMOUNT OF \$64,288.00

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Auto Truck Group for the purchase of a service body equipment package, lighting accessories and hydraulic controls for the International 7400 SFA 4x2 cab & chassis, Unit 103 in the amount of \$64,288.00, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of June, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of June, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

BID RESPONSE FORM

COMPANY NAME: Auto Truck Group

ADDRESS: 1420 Brewster Creek Blvd.

CITY: Bartlett STATE: IL ZIP CODE: 60103

PHONE NUMBER: 630-860-5600 FAX NUMBER: 630-860-5631

PERSON EXECUTING THE CONTRACT: Brett Wise

TITLE: Manager Municipal Sales

TOTAL PRICE FOR (1) EQUIPMENT PACKAGE INCLUDING ALL PURPOSE BODY, HOIST, ALL BODY OPTIONS, LIGHTING, ACCESSORIES, HYDRAULICS, CONTROLS, PLOW AND PLOW HTCH, FULLY INSTALLED, PER THE ATTACHED SPECIFICATIONS

TOTAL NET PRICE FOR ALL EQUIPMENT: \$ 64,288.00

NUMBER OF DAYS FOR ALL EQUIPMENT TO BE INSTOCK AT YOUR LOCATION, AFTER RECEIVING PURCHASE ORDER FOR CITY OF DARIEN. 120 DAYS

NUMBER OF DAYS FOR UNIT TO BE COMPLETED, ONCE ALL EQUIPMENT AND CHASSIS ARE INSTOCK AT YOUR LOCATION. 30 DAYS

TOTAL NUMBER OF DAYS FOR EQUIPMENT TO BE INSTOCK AND UNIT TO BE COMPLETED, AFTER RECEIVING PURCHASE ORDER FROM CITY OF DARIEN. 170 DAYS

SIGNATURE OF BIDDER: Brett D. Wise DATE: 5/13/14

TITLE: Manager Municipal Sales

THE ABOVE AGREES TO HOLD THE ABOVE PRICING FOR NINETY (90) DAYS.

CITY OF DARIEN

SPECIFICATIONS FOR GALION HEAVY DUTY CROSS-MEMBER-LESS MODEL 433U STAINLESS DUMP BODY

COMPLIANCE TO SPECIFICATIONS: The bidder shall indicate their compliance by checking "Yes" or "No" for each item specified. Any space not checked shall be interpreted as non-compliance and will result in disqualification of the bid.

The Cab & Chassis will be a 2014 International 7400 SFA 4 X 2, 160" Wheelbase, 85" Cab to Axle

The proposed vendor for the truck and chassis will be Prairie International Trucks - State of Illinois Joint Purchasing vendor. The awarded Equipment Package vendor shall be responsible for arranging delivery to and from the cab & chassis vendor.

BODY SPECIFICATIONS:

MEET SPECIFICATIONS

DIMENSIONS:

Inside length – 10'

YES NO

Inside width – 84"

YES NO

Overall width – 96"

YES NO

Side height – 24"

YES NO

End height – 30"

YES NO

Rear Post height – 30"

YES NO

Capacity: 5.1/6.4 cubic yards water level

YES NO

Cab shield: Integral 10 gauge 201#2B, half (minimum 23")
Extension over cab X 90" wide with amber clearance lights
on front corners (weld on cab guards not acceptable)

YES NO

CITY OF DARIEN - EQUIPMENT SPECIFICATIONS

BODY SPECIFICATIONS:

MEET SPECIFICATIONS

Side 7 gauge 201#2B stainless steel with formed sloping dirt shedding bottom rail.

YES NO

Front and tailgate 7 gauge 201#2B stainless steel

YES NO

Floor is 3/16" 201#2B steel with 2" side to floor radius

YES NO

Top Rail: 7 ga. 201#2B stainless steel with formed in dirt Shedding box top rail. Weld on top rail not acceptable.

YES NO

Smooth sides

YES NO

Rear Corner Post: 15" wide full depth, 7 ga. 201#2B

YES NO

Front Corner post: 6" Face, 10 ga. 201#2B

YES NO

10" full width rear bolster, 7 ga. 201#2B stainless steel

YES NO

Tailgate: 7 ga 201#2B stainless steel. Full perimeter box Bracing, two intermediate vertical braces and one intermediate horizontal brace.

YES NO

Six (6) double acting tailgate with two sets of stainless Steel banjo plates and long chains to allow tailgate to lay down horizontal with floor. (Punched banjo eyes in rear corner posts not acceptable)

YES NO

Heavy duty stainless steel "tarp friendly" top hardware with 1-1/4" top & bottom pins with grease fittings and chains on pins to prevent loss of pins if removed. 1" overshot lower hardware

YES NO

3/8" spreader chains to be bright zinc plated steel covered with naltex protection covering

YES NO

Stainless steel tailgate hardware

YES NO

Crossmembers: none

YES NO

Longitudinals: formed 1/4" X 10" stainless steel trapezoidal long sills

YES NO

Lighting: STD FMVSS LED lights/reflectors. Must have one (1) LED oval stop/tail/turn in each rear corner post

YES NO

CITY OF DARIEN - EQUIPMENT SPECIFICATIONS

BODY SPECIFICATIONS:

MEET SPECIFICATIONS

Back-up Alarm: electric with minimum decibel level 91 DBA, 12 volt.

YES NO

Body up indicator light: as required by OSHA

YES NO

Welding: Continuous exterior welding required (skip welding or caulking not acceptable. (All welds must be cleaned to remove all burn marks)

YES NO

MINIMUM HOIST REQUIREMENTS:

MEET SPECIFICATIONS

U860D-Double acting, Class 60, Twin arm underbody hoist 22.8 ton capacity.

YES NO

Cylinder: 8" X 20" stroke X 2-1/2" chrome plated rod (1050 cu. In.)

YES NO

Hoist sub-frame; 5" X 1/4" formed "C"

YES NO

Guides: two (2) for dump body alignment.

YES NO

Dump angle: minimum 50 degrees

YES NO

Body prop: (1) OSHA approved

YES NO

Body and Hoist: Must be the product of one (1) manufacturer to preclude any problems of mating and warranty.

YES NO

Rear hinge: Blocks to be 8-3/16" X 4-1/2" cast 4140 with 2" pins.

YES NO

Grease Fittings – at all pivot points hoist and body

YES NO

Cast 4140 heavy duty lift arms with 1-1/2" pins.

YES NO

DUMP ACCESSORIES:

MEET SPECIFICATIONS

Stainless Steel folding ladder on left front and right front corner of body

YES NO

Grab handle each side of ladder

YES NO

CITY OF DARIEN - EQUIPMENT SPECIFICATIONS

22" X 36" stainless steel stone shields ahead of rear wheels

YES NO

6" stainless steel board pockets at rear with full height board pockets at front

YES NO

Stainless steel grip strut full length both sides

YES NO

Four (8) oval holes in cab guard for customer strobes (2-front & 4-rear & 1 each side). One oval hole in each rear corner post for customer strobes.

YES NO

Custom built 1/2 tailgate in 201 stainless to use with chipper

YES NO

ATG228 custom built stainless steel chipper top removable

YES NO

Stainless steel 1/4 fenders in front of rear wheels and rubber Mud flaps mounted behind rear tires.

YES NO

SWENSON TAILGATE SALT SPREADER:

MEET SPECIFICATIONS

Sads tailgate spreader part number 00002-463-02

YES NO

6" auger

YES NO

Direct drive motor-orbital type motor

YES NO

Made from 201 stainless steel

YES NO

18" poly spinner

YES NO

Hinged bottom door for clean out

YES NO

Hydraulic safety interlock system

YES NO

Installed on back of dump body

YES NO

FORCE AMERICA HYDRAULIC SYSTEM (NO EXCEPTIONS):

MEET SPECIFICATIONS

Hot shift 278 non-offset 12V PTO

YES NO

TXV92 5.6 Load sense pump.

YES NO

VT35 stainless steel valve/tank enclosure

YES NO

Level sender for reservoir w/slosh shield

YES NO

CITY OF DARIEN - EQUIPMENT SPECIFICATIONS

Add-A-Fold valve to operate:

- (1) D/A Hoist
- (1) D/A Plow up/down
- (1) S/A Plow left/right
- (1) Pre-Wet System
- (2) Auger/Spinner

YES NO

Cable controls for plow and dump mounted in ATG1320 console

YES NO

Force America 5100 EX spreader controller for auger/spinner and pre-wet system. Heads up display for spreader controller mounted on pedestal.

YES NO

Stainless steel hydraulic tubing to rear of chassis for Spreader circuit.

YES NO

Stainless steel quick couplers for spreader and front plow

YES NO

HENKE 43R11JP,SSTE – 11 FOOT REVERSIBLE SNOW PLOW (NO EXCEPTIONS)

MEET SPECIFICATIONS

43" high @ intake with 3/8" poly, inverted J style moldboard.

YES NO

10 vertical ribs, notched for water drainage.

YES NO

Hydraulic power reverse with (2) 3" X 16" X 3" S/A cylinders.

YES NO

Cushion valve mounted on plow.

YES NO

Heavy-duty triangular shaped A-frame with 3/8" thick Upper and lower plates.

YES NO

A-frame-to-push frame pivot pins 2.5" diameter.
Heavy duty tubular steel push frame.

YES NO

Adjustable tension torsion trip-edge with full length 1.875" diameter trip shaft.

YES NO

Mechanical trip stop prevents over-stressing trip springs

YES NO

1/2" X 6" cutting edge, UQH hitch plow portion, rubber reflector, side markers

YES NO

CITY OF DARIEN - EQUIPMENT SPECIFICATIONS

HENKE PLOW HITCH-TRUCK PORTION (NO EXCEPTIONS)

MEET SPECIFICATIONS

UQH Hitch Truck Portion

YES NO

Double acting lift cylinder

YES NO

Hitch painted satin black

YES NO

ADDITIONAL EQUIPMENT

MEET SPECIFICATIONS

Manual pull-tarp system with asphalt tarp

YES NO

97DB Back up alarm

YES NO

20 ton pintle hook on 1/2" plate w/safety chain rings

YES NO

7 pole flat trailer plug w/drawtite brake control

YES NO

LED light system:

YES NO

2-6" oval LED amber strobes mounted in rear posts

6-6" oval LED amber strobes mounted in cab shield-two forward

Two on sides, two rear w/two red S/T/T

Hella Plow light mounted on stainless steel brackets

YES NO

Whelen LED 72" justice light bar w/take down lights

YES NO

Ecco Gemineye rear view camera system w/7" LCD monitor
Part #K7000Q w/wash system.

YES NO

Safety lane truck prior to delivery

YES NO

SPECIAL EQUIPMENT SPECIFICATION NOTES:

MEET SPECIFICATIONS

Equipment dealer must have a 24 hour, seven day a week emergency phone number for parts, service or any help needed during a break down.

YES NO

All other equipment must have a Full One (1) Year Warranty.

YES NO

A letter from the equipment dealer stating all warranties must be furnished in writing at time of bid, for bid to be considered.

YES NO

The equipment vendor shall schedule a site meeting for The City staff to view critical stages as required. There shall Be a minimum of two (2) site visits.

YES NO

CITY OF DARIEN - EQUIPMENT SPECIFICATIONS

Literature must be furnished on the following:

All Purpose body

Snowplow

Spreader

Hydraulic Components

Equipment Warranty Letter

YES NO

YES NO

YES NO

YES NO

YES NO

YES NO

All items must be checked off and filled out in there entirety for bid to be considered, failure to do so will constitute a incomplete bid.

YES NO

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
April 28, 2014**

PRESENT: Joseph Marchese - Chairperson, Alderman Tina Beilke, Alderman Joerg Seifert, Michael Griffith - Senior Planner, Dan Gombac – Director; Elizabeth Lahey - Secretary

ABSENT: None

ESTABLISH QUORUM

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

NEW BUSINESS

- A. Ordinance - Text Amendment to the Zoning Ordinance, Medical Cannabis: Consideration of a text amendment to Section 5A-9-4-4, I-1 General Industrial District of the Zoning Ordinance, listing medical cannabis cultivation and dispensing centers as special uses.**

Mr. Michael Griffith, Senior Planner reported that in August, 2013 the State of Illinois approved the use of medical cannabis. He reported that the law allows local jurisdictions to enact reasonable zoning ordinances regulating locations where cannabis cultivation and dispensing centers may locate, as long as it is not in conflict with state law.

Alderman Beilke questioned if this had anything to do with the recent Economic Development Report.

Mr. Dan Gombac, Director reported that there was a broker representing a client who was interested in the property for a trucking sales and repair facility which fell through.

Mr. Griffith reported that he has received a few phone calls but he believed that they were primarily inquiring about what Darien is doing.

Alderman Seifert stated that even if the ordinance is not passed that the property is still available.

Mr. Griffith reported that the state law has distance requirements from schools and day care centers which also limit the available locations for these uses. He stated that the state envisions that the locations need to be spread out.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve an Ordinance - Text Amendment to the Zoning Ordinance, Medical Cannabis: Consideration of a text amendment to Section 5A-9-4-4, I-1 General Industrial District of the Zoning Ordinance, listing medical cannabis cultivation and dispensing centers as special uses.

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

B. Discussion - Neighborhood Parking Issues - Hinsdale South High School

Mr. Michael Griffith, Senior Planner reported that at the last Committee Meeting, staff was directed to prepare language for signage. He reported that the language is presented on page six of the agenda memo.

Mr. Griffith reported that staff worked with the City's Traffic Consultant and that there will be three signs posted on each side of each street and that the signs will state that there will be no high school or event parking.

Dan Gombac, Director reported that the Ordinance number will also be visible on the sign for enforcement purposes.

Mr. Gombac stated that the signs will be a prismatic reflection and the poles will cost \$600 and the signs \$600 for a total of \$1200. He reported that this was not placed in the budget but that there is room in the budget under miscellaneous.

Alderman Beilke stated that she spoke with a resident who is concerned about safety and that there is not enough room when cars are parked on both sides of the street. She stated that she would like to see some rules to go along with the signs notifying residents to inform their guests when having a party to only park on their side of the street. She questioned if residents would need to contact the police for large parties.

Mr. Gombac stated that the common sense approach is the most logical and that the police will figure it out when cars are parked on the street when there is not a school event.

Alderman Beilke stated that she would like a letter notifying residents of the results of the survey along with guidelines.

Mr. Gombac stated that he will put together a question and answer sheet along with the results prior to the sign installation.

Chairperson Marchese stated that he would also like to see that the letter include recommendations to residents to contact the police if they have guests.

Alderman Seifert stated that there is a common sense factor.

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

C. Resolution - Accepting a Storm Sewer Easement from 122 Iris Road, 126 Iris Road 130 Iris Road.

Mr. Dan Gombac, Director reported that this resolution accepts a storm sewer easement from 122, 126 and 130 Iris Road. He reported that the residents agreed to grant a storm sewer easement to the City in anticipation of the upcoming ditch maintenance program on Iris Road. He further reported that the work includes installing an under drain pipe through the proposed side yard easements of the properties and connect to a storm sewer structure.

Alderman Seifert stated the homeowner may have to deal with the existing garage being in the proposed easement and when they go to sell their home there may be further implications. He stated that they will need to insure over the easement. Alderman Seifert recommended that staff acknowledge the proposed condition through a letter.

The Committee agreed to have a special meeting prior to the City Council meeting after staff coordinates a letter of understanding with the property owner.

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

D. Motion - Directing staff to proceed with a design and build plan and cost estimates for the Darien Pointe Redevelopment parcel located at Plainfield Road and Cass Avenue.

Mr. Dan Gombac, Director reported that motion pertains to directing staff to proceed with a design and build plan and cost estimates for the Darien Pointe Redevelopment parcel located at Plainfield Road and Cass Avenue.

Mr. Gombac reported that the City Council approved the architectural building rendering, an independent fountain with a park-like setting and incorporate the clock tower into the fountain. He further reported that ShiveHattery revised the estimate cost for the fountain and the clock tower to approximately \$165,000 with the Clock Tower at \$120,000 and the Fountain \$45,000.

Chairperson Marchese stated that he thought that the engineering was negotiated and that the buyer was going to pay for the Clock Tower and Fountain. He stated that he would like to see something there and that people are excited about what is going to go there. Director Gombac responded that the developer will participate at half the cost up to \$50,000 based on a \$100,000 project cost.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve staff to proceed with a design and build plan and cost estimates for the Darien Pointe Redevelopment parcel located at Plainfield Road and Cass Avenue.

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

- E. Ordinance - Ascertaining the prevailing rate of wages for laborers, workman and mechanics employed on Public Works projects for the City of Darien, County of DuPage, Illinois.**

Mr. Dan Gombac, Director reported that annually, the state law requires that municipalities ascertain the prevailing wages to be paid on Public Works projects within the community.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve an Ordinance - Ascertaining the prevailing rate of wages for laborer, workman and mechanics employed on Public Works projects for the City of Darien, County of DuPage, Illinois.

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

- F. Resolution - To enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for professional services related to a Controlled Wetland Management Burn at the Dale Road Basin in an amount not to exceed \$6,000.00.**

Mr. Dan Gombac, Director reported that this is an engineering agreement for a controlled burn for the detention basin. He reported that the basin was constructed in 2004-2005 by the County and turned over to the City for maintenance. Mr. Gombac reported that the basin consists of cattails that are approximately 5-6 feet tall. He reported that there has been no maintenance performed on the basin since construction.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve a Resolution - entering into an engineering agreement with Christopher B. Burke Engineering, Ltd. for professional services related to a Controlled Wetland Management Burn at the Dale Road Basin in an amount not to exceed \$6,000.00.

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

- G. Resolution - Authorizing the Mayor to execute a three year Intergovernmental Agreement with the County of DuPage for mowing along County roads and rights of way.**

Mr. Dan Gombac, Director reported that the City is compensated by DuPage County for performing the mowing along specified DuPage County maintenance jurisdictions. He reported that the contract reimbursable amount is \$28,742.00. Gombac also reported that the reimbursement has been cut in half due to revised field measurements.

Alderman Beilke questioned if this is in the budget.

Mr. Gombac reported that he would have to double check with the City Administrator.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve a Resolution - Authorizing the Mayor to execute a three year Intergovernmental Agreement with the County of DuPage for mowing along County roads and rights of way.

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

- H. Resolution - Authorizing the City to add quantities to the proposed current contract for Suburban Concrete Inc. for the removal and replacement of concrete aprons as required for various capital and storm water projects for a period of May 1, 2014 through April 30, 2015 at the contract unit prices.**

Mr. Dan Gombac, Director reported that during the year staff removes and replaces various storm sewers and culvert pipes across driveway aprons and roadways for various capital and storm water projects. He reported that restoration for the driveway aprons and/or curb and gutter includes establishing uniform cuts, concrete removal and replacement. The quantities for these concrete products have been budgeted for through their respective line accounts.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve a Resolution - Authorizing the City to add quantities to the proposed current contract for Suburban Concrete Inc. for the removal and replacement of concrete aprons as required for various capital and storm water projects for a period of May 1, 2014 through April 30, 2015 at the contract unit prices.

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

- I. Resolution - Authorizing the purchase of one new 2014 International 7400 SFA 4x2, cab and chassis from Rush Truck Centers in the amount of \$73,561.00.**

Mr. Dan Gombac, Director reported that the new truck will be used primarily for material handling, snow plowing, and de-icing operations for the street division. He reported that this replaces Unit 103 which has 60,308 miles and the truck and body is rusted and faded. Also presented as part of the agenda item was the Vehicle Replacement rating sheet.

Director Gombac informed the Committee that this request was for the cab and chassis and the department was out to bid for the dump body and snow plow package. Typically these items are presented under one agenda item. Since the truck was part of the State

Joint Purchase, staff was notified that a order cutoff date of May 6, 2014 existed. Gombac also reported that the equipment package for the cab and chassis would be presented under a future agenda memo.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve a Resolution - Authorizing the purchase of one new 2014 International 7400 SFA 4x2, cab and chassis from Rush Truck Centers in the amount of \$73,561.00.

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

J. Resolution - Temporarily waiving certain building permit fees.

Mr. Dan Gombac, Director reported that this year the budget contemplated a temporary waiver of certain building permit fees to encourage home improvements and provide a financial incentive for residents. He reported that residents will be informed of this through the current media portals.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve a Resolution - Temporarily waiving certain building permit fees.

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

K. Resolution - Illinois Department of Transportation authorizing the expenditure of Motor Fuel Tax Funds.

Mr. Dan Gombac, Director reported that the City utilizes Motor Fuel Tax Funds for expenditures related to various street maintenance functions. He reported that the City Council is required to adopt a resolution authorizing the expenditure of the proposed funding related to the general maintenance items.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve a Resolution - Illinois Department of Transportation authorizing the expenditure of Motor Fuel Tax Funds.

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

L. Resolution - Authorizing the Mayor to execute a contract with Classic Fence, Inc. in an amount not to exceed \$20,810.00 for the purchase and installation of hand rails for the City Hall and the northern entrance of the Police Department.

Mr. Dan Gombac, Director reported that the proposed hand rail and concrete replaces a deteriorated hand rail and concrete stairs, ramps and decks at City Hall and the northern entrance of the Police Department. He reported that the project requires two vendors and coordination efforts between the two vendors would be overseen by staff.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve a Resolution - Authorizing the Mayor to execute a contract with Classic Fence, Inc. in an amount not to exceed \$20,810.00 for the purchase and installation of hand rails for the City Hall and the northern entrance of the Police Department.

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

- M. Resolution - Authorizing the Mayor to execute a contract with Martino Concrete, Inc. in an amount not to exceed \$20,484.63 for the removal and replacement of sidewalk, stairs and ADA ramps for the City Hall and the northern Entrance of the Police Department.**

Mr. Dan Gombac, Director reported that this is for the removal and replacement of sidewalk, stairs and ADA ramps for City Hall and the northern entrance of the Police Department. Coordination efforts would be coordinated with staff and includes the previous agenda item.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve a Resolution - Authorizing the Mayor to execute a contract with Martino Concrete, Inc. in an amount not to exceed \$20,484.63 for the removal and replacement of sidewalk, stairs and ADA ramps for the City Hall and the northern entrance of the Police Department.

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

- N. Resolution - Authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage as it relates to City owned infrastructure and certain maintenance responsibilities as part of the 75th Street DuPage County Construction project.**

Mr. Dan Gombac, Director reported that the Intergovernmental Agreement pertains to the City owned infrastructure and certain maintenance responsibilities for the 75th Street reconstruction project. He reported that the County has agreed to undertake certain water main improvements and upgrades as part of their improvement project and that the City agrees to reimburse the County for certain engineering costs, water appurtenances, street light rewiring costs and environmental remediation as per the agreement.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve a Resolution - Authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage as it relates to City owned infrastructure and certain maintenance responsibilities as part of the 75th Street DuPage County Construction project.

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

- O. Resolution - Authorizing the Mayor to execute a contract between the City of Darien and Muscat Painting and Decorating Inc. for the 2014 Fire Hydrant Painting Phase 2 in an amount not to exceed \$36,435.00.**

Mr. Dan Gombac, Director reported that the budget includes funding for the sandblasting, priming and painting of 480 of the 1,430 fire hydrants that the City owns and operates. He reported that this is considered Phase 2, Year 2 of a 3 year program. He further reported that a contingency for up to 20 additional fire hydrants has been added.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve a Resolution - Authorizing the Mayor to execute a contract between the City of Darien and Muscat Painting and Decorating Inc. for the 2014 Fire Hydrant Painting Phase 2 in an amount not to exceed \$36,435.00.

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

- P. Resolution - Authorizing the Mayor to execute a contract with Behm Pavement Maintenance, Inc. in an amount not to exceed \$111,090.00 for the 2014 Crack Fill Program.**

Mr. Dan Gombac, Director reported that crack sealing is a routine maintenance treatment that will significantly delay roadway deterioration. He reported that the sealing material is applied to the cracks before they become too large and before the freeze-thaw cycles have an opportunity to shift the pavement and develop larger cracks.

Due to the severe winter and premature cracking of recently completed roadways an additional product would be utilized this year and was included within the FY14-15 Budget.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve a Resolution - Authorizing the Mayor to execute a contract with Behm Pavement Maintenance, Inc. in an amount not to exceed \$111,090.00 for the 2014 Crack Fill Program.

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

Q. Minutes – March 24, 2014 Municipal Services Committee

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve the March 24, 2014 Municipal Services Committee Meeting Minutes.

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

DIRECTOR’S REPORT

a. IDOT ITEP Grant Denial

Mr. Dan Gombac, Director reported that the County is one month behind schedule on the 75th Street Project. He reported that businesses will be allowed to have temporary signs during construction.

NEXT SCHEDULED MEETING

Chairperson Marchese announced that the next regularly scheduled meeting is scheduled for Tuesday, May 27, 2014 at 6:30 p.m.

ADJOURNMENT

With no further business before the Committee, Alderman Seifert made a motion and it was seconded by Alderman Beilke to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 8:37 p.m.

RESPECTFULLY SUBMITTED:

Joseph Marchese
Chairman

Tina Beilke
Alderman

Joerg Seifert
Alderman