

AGENDA
Municipal Services Committee
September 24, 2012
6:30 P.M. – Council Chambers

- 1. Call to Order & Roll Call**
- 2. Establishment of Quorum**
- 3. New Business**
 - a. Ordinance** – Petitioner seeks a variation to reduce the required front yard building setback from 45 feet to 30 feet in order to construct a new single-family home
 - b. Discussion** – Proposed adoption of updated editions model building codes
 - c. Resolution** - Authorizing the Mayor and City Clerk to Execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City’s 2012 Rock Salt Agreement with North American Salt Company
 - d. Resolution** - Authorizing the Mayor and City Clerk to Execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City’s 2012 Rock Salt Agreement with North American Salt Company
 - e. Resolution** – Accepting a proposal from Grate Signs Inc. for the fabrication and installation of two breakaway monument signs in an amount not to exceed \$19,200.00 for the City’s Entrance Signs.
 - f. Resolution** – Accepting the unit price proposal from the TLC Group Ltd. for the purchase and installation of the 50/50 Parkway Tree Program and the planting of various parkway trees in an amount not to exceed \$12,246.80
 - g. Motion** – Authorizing City staff to begin the process of accepting a future Plat of Dedication for Lemont Road cul-de-sac with the Darien Corporate Center Association

- h. Minutes – July 23, 2012 –Municipal Services Committee**
August 20, 2012 – Special Municipal Services Committee

4. Director's Report

- a. Emerald Ash Borer information**

5. Next scheduled meeting – Monday, October 22, 2012.

6. Adjournment

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: September 24, 2011

Issue Statement

PZC 2012-12: **610 67th Street:** Petitioner seeks a variation to reduce the required front yard building setback from 45 feet to 30 feet in order to construct a new single-family home.

Applicable Regulations: Zoning Ordinance, Section 5A-7-1-6: Yard Requirements, R-1 Single-Family Residence District.
 Zoning Ordinance, Section 5A-2-2-3: Variations.

General Information

**Petitioner/
Property Owner:** Anita Pearson and Paul Murphy
 7729 S. Virginia Court
 Willowbrook, IL 60527

Property Location: 610 67th Street

PIN: 09-22-205-038

Existing Zoning: R-1 Single-Family Residence

Existing Land Use: Vacant

Surrounding Zoning and Land Use:

- North:** R-1 Single-Family Residence – single-family homes
- South:** R-1 Single-Family Residence – single-family homes
- East:** R-1 Single-Family Residence – single-family homes
- West:** R-1 Single-Family Residence – single-family homes

Comprehensive Plan Update: Low Density Residential

History: This lot is part of the Mayada Brook Resubdivision, approved in 2008. At that time, a portion of the property was annexed into Darien, the entire subdivision remained zoned R-1 Single-Family Residence.

Size of Property: 24,376 square feet, 0.56 acres
Floodplain: None.
Natural Features: None.
Transportation: Property has frontage on 67th Street.

Documents Submitted

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

1. Plat of Survey / Site Plan, 1 sheet, prepared by Robert G. Wickman, dated August 14, 2012.

Planning Overview/ Discussion

The subject property is located on the north side of 67th Street, west of Bentley Avenue.

The property is zoned R-1 Single-Family Residence. Under this zoning classification, the required front yard building setback is 45 feet. The petitioner proposes a 30-foot front yard building setback. The front yard building setback is measured from the front lot line (street right-of-way line).

While the City does not have a copy of the plat of survey for the home to the west, looking at an aerial photo, the home to the west is approximately 50 feet from the edge of the street pavement, the petitioner proposes to construct their home 60 feet from the edge of pavement. Therefore, even with the reduced building setback, the proposed home will not alter greatly the actual building line along the north side of 67th Street.

There is a 10-foot jog in the street right-of-way line between the subject property and the property to the west. Along the subject property, the right-of-way is further away from the street pavement edge. Applying the same building setback requirement to both lots, the home on the subject property would be pushed further away from the street than the home to the west without a variation granted.

An aerial photo is provided.

The variation request must address the following criteria for approval:

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

Staff Findings/Recommendations

Minimum building setback requirements maintain yards between and around structures, provides predictability on how the built environment will look within a neighborhood, creating a uniform building line along a street. The proposed variation maintains the actual building line along the north side of 67th Street and maintains a front yard.

Staff finds the proposed variation does not adversely alter the general character of the property, it does not impair an adequate supply of light and air in adjacent properties, does not increase the danger of fire and does not adversely alter the essential character of the neighborhood.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation granting the variation petition:

Based upon the submitted petition and the information presented, the request associated with PZC 2012-12 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition.

Planning and Zoning Commission Review – September 5, 2012

The Planning and Zoning Commission considered this matter at its meeting on September 5, 2012. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Louis Mallers, Raymond Mielkus, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Pauline Oberland, Kenneth Ritzert

Michael Griffith, Senior Planner, reviewed the staff agenda memo. He noted the difference between the front lot line between the subject property and the lot to the west, and noted that if measured from the street edge of pavement, the proposed home will not be closer to the street than the existing home to the west.

Paul Murphey, the petitioner, stated they are trying to align their home with the existing homes along 67th Street, and the 45-foot setback will push their home further away from the street than the other homes due to the difference in where the right-of-way is located. He noted the back portion of their lot is not buildable, as it is part of the detention basin, and reducing the front building setback will give them a larger rear yard.

Commissioner Lind asked if there planned improvements or widening of 67th Street.

Mr. Griffith stated he was not aware of any plans to widen or improve 67th Street. He noted the street currently does not have curbs but a road side ditch.

Commissioner Kiefer stated he did not have any objections. Several Commissioners voiced the same thing.

Carol McDowell, 450 67th Street, stated she has a Willowbrook address but is a Darien resident and questioned how she could get a Darien address. Mr. Griffith stated it is the Post Office who assigns the Willowbrook or Darien portion of an address and that she would need to make her request to the Post Office. Mr. Griffith stated the City has attempted several times to get the Post Office to make these changes without success.

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

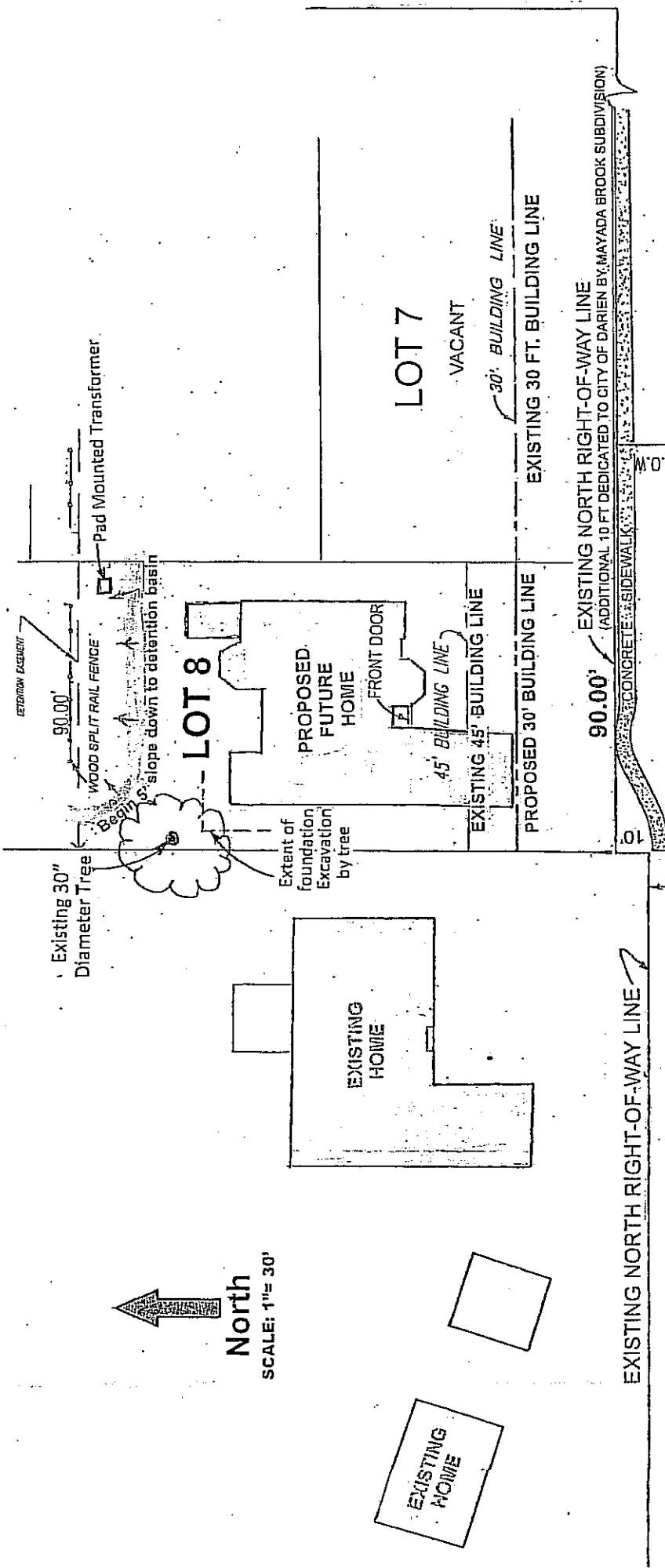
Based upon the submitted petition and the information presented, the request associated with PZC 2012-12 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition.

**Upon a roll call vote, THE MOTION CARRIED by a vote of 7-0.
(Commissioner's Oberland and Ritzert were absent.)**



North

SCALE: 1" = 30'



67th St.

CENTERLINE

WESTERN AVE

BENTLEY AVE.

Exhibit "A"

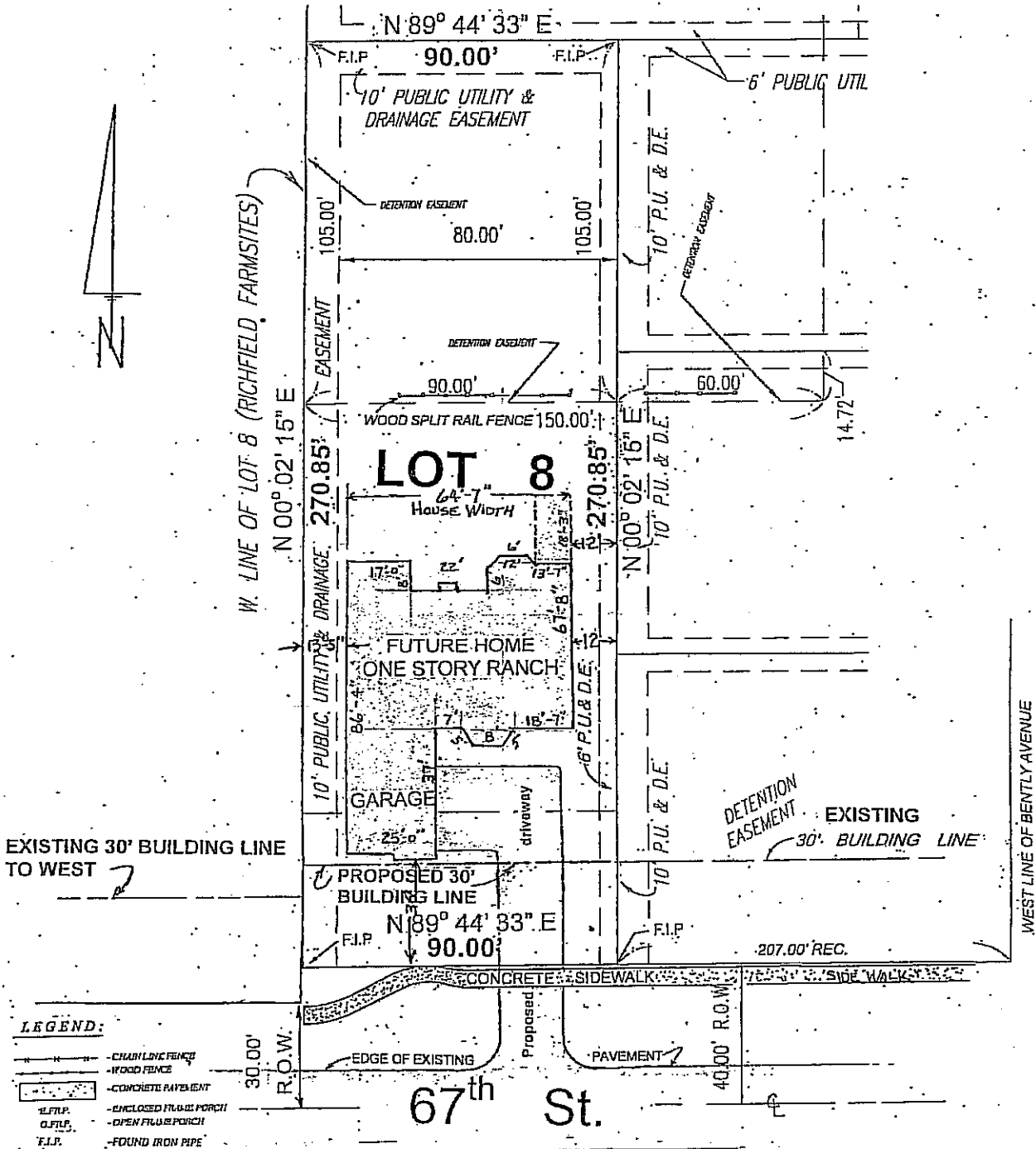
PZC 2012-12: 610 67TH STREET



PLAT OF SURVEY

DESCRIBED AS:

LOT 8 IN MAYADABROOK OF DARIEN, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DuPAGE COUNTY, ILLINOIS. TOTAL LAND AREA = 24,376 SQ. FT.



- LEGEND:**
- CHAR LINE FENCE
 - WOOD FENCE
 - CONCRETE PAVEMENT
 - ENCLOSED FLUID PORCH
 - OPEN FLUID PORCH
 - F.I.P. - FOUND IRON PIPE

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT

Scale: 1" = 30'

Client: PAUL MURPHY

Page:

Draw / Check: P.E.M./R.G.W.

Field work comp: AUGUST 11, 2012 (date)

Job No.: 120101

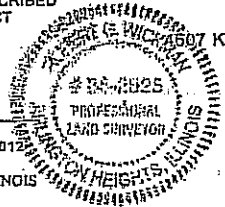
Municipality: DARIEN

THE LEGAL DESCRIPTION NOTED ON THIS PLAT IS A COPY OF THE ORDERS AND FOR ACCURACY MUST BE COMPARED WITH THE DEED

STATE OF ILLINOIS }
 COUNTY OF COOK } SS. AUGUST 14, 2012

I, ROBERT G. WICKMAN, AN ILLINOIS REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

Robert G. Wickman



ROBERT G. WICKMAN

507 KINGS WALK DRIVE #10
 ROLLING MEADOWS
 ILLINOIS 60008

PHONE: (847) 255-9489
 PHONE: (847) 963-8418
 PHONE: (847) 963-8419
 FAX

ROBERT G. WICKMAN PLS. NO. 35-2825 EXPIRES 11/30/2012

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

ANY DISCREPANCY IN MEASUREMENT SHOULD BE PROMPTLY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: September 24, 2012

Issue Statement

Building Codes: Discussion on proposed adoption of updated editions model building codes.

Planning Overview/ Discussion

Working with the City's consultant, Don Morris Architects P.C., which provides Darien with building plan reviews and building inspections, staff has reviewed the 2012 edition of model building codes and the 2011 edition of the electrical code. The following table notes the current and proposed codes:

Current Codes	Proposed Codes
2006 International Residential Code (One and Two-Family Dwellings)	2012 International Residential Code (One and Two-Family Dwellings)
2006 International Building Code (Commercial, Multi-Family Residential Dwellings)	2012 International Building Code (Commercial, Multi-Family Residential Dwellings)
2006 International Mechanical Code	2012 International Mechanical Code
2005 National Fire Protection Association National Electrical Code (aka, Electrical Code)	2011 National Fire Protection Association National Electrical Code (aka, Electrical Code)
2004 Illinois State Plumbing Code	2004 Illinois State Plumbing Code
2006 International Fire Code	2012 International Fire Code
2006 International Property Maintenance Code	2012 International Property Maintenance Code

Concerning the Illinois State Plumbing Code, there has not been an update.

Concerning the Building Code, a significant change includes taking out local amendments providing exceptions on when fire sprinklers were required and going with the model code requirements. The local amendments were creating more problems than benefits when applying the code to alterations of existing commercial/office/industrial buildings.

Concerning the model Residential Code, a significant change includes requiring new single-family detached homes to be fire sprinkled. The draft ordinance includes a local amendment removing this requirement.

While the core building standards and practices have not changed much in the past 20 years, it is important to periodically review the standards, because there is always the need to clarify language and to acknowledge new technologies.

The Fire Districts serving Darien have been notified of the proposed model codes as well as the proposed local amendments. Staff asked each of the Districts to review specifically the proposed Fire Code and local amendments.

A draft copy of the changes to Title 4 of the City Code is attached. The revised Title 4 adopts each of the above codes by reference and adopts amendments to several of the model codes per the recommendations of the City's architect/building inspection consultants and Fire Districts. Also attached is information on fire suppression systems.

The City has encountered several concerns regarding parking lot widths. Section 5A-11-2-1, 3. (a) The minimum stall width shall be 10-feet. The Staff is recommending that the width be revised to 9-foot.

Staff Findings/Recommendations

This item is for discussion only.

Decision Mode

The Municipal Services Committee will consider this item at its meeting on September 24, 2012.

U:\DCD\CODE ISSUES & DISCUSSIONS\Building Code 2012\MEMO.Building Code 2012 ed.msc.doc

BUILDING REGULATIONS

DARIEN BUILDING CODE

4-1-1: TITLE, CITATIONS AND SUBSTITUTIONS:

4-1-1-1: TITLE:

This chapter shall be known as the *DARIEN BUILDING CODE*.

4-1-1-2: CITATIONS:

In citing this chapter, section numbers shall be used except in cases where codes have been adopted and incorporated by reference, in which case the section shall be followed by sections used in such code adopted and incorporated by reference.

4-1-1-3: SUBSTITUTIONS:

Where codes have been adopted and incorporated by reference, the words "city of Darien" shall be substituted for words referring to the applicable municipality and where such codes contain provisions which are in conflict with specific provisions of this chapter the specific provisions of this chapter shall prevail and shall rule.

4-1-2: GENERAL PROVISIONS:

4-1-2-1: ESTABLISHMENT OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT:

(A) There is hereby established a department of the city known as the department of community development which shall embrace a director of community development, senior planner and such assistants, clerks and employees as may be necessary.

(B) All references in this code, the building code, the zoning ordinance, the sign code, the subdivision regulations, the fire prevention code, and in all other ordinances, resolutions and motions, and rules and regulations of the city to the "building department", the "building and zoning department", the "bureau of fire prevention", shall henceforth be construed to refer to and mean the department of community development.

4-1-2-2: DIRECTOR OF COMMUNITY DEVELOPMENT:

(A) The director of community development shall be appointed by the mayor with the advice and consent of the city council and subject to removal by the mayor. The director shall be in charge of the department of community development and shall institute such measures and prescribe such rules and regulations for the control of subordinate officers and employees and shall secure the inspection of buildings while in the process of construction, alteration, repair or removal, and enforcement of all provisions of the building code.

The director of community development is hereby authorized to employ, by and with the consent of the city administrator, such inspectors or assistants as may be necessary in the execution of the

duties mentioned in the building code or other ordinances as may be from time to time required.

The director of community development is hereby authorized to require as a condition to an application and issuance of a permit that the applicant pay fees in addition to those otherwise provided herein of review by other than staff members of plans and specifications.

(B) The duties of the director of community development shall include, but are not limited to, all of the duties of the building department supervisor, the building official, the director of building and zoning, the fire official, the code official, the fire marshal, the chief of the bureau of fire prevention, the zoning enforcement officer, the building commissioner, the city planner, the building inspector, the building and zoning director and the building supervisor as set forth in this code, in the building code, in the zoning ordinance, in the sign code, in the subdivision regulations, in the fire prevention code, and in all other ordinances, resolutions and motions, and rules and regulations of the city.

All references in this code, the building code, the zoning ordinance, the sign code, the subdivision regulations, the fire prevention code, and in all other ordinances, resolutions and motions, and rules and regulations of the city to the "building department supervisor", the "building official", the "director of building and zoning", the "fire official", the "code official", the "fire marshal", the "chief of the bureau of fire prevention", the "zoning enforcement officer", the "building commissioner", the "city planner", the "building inspector", the "building and zoning director" and the "building supervisor" shall henceforth be construed to refer to and mean the director of community development.

4-1-3: SINGLE-FAMILY DWELLINGS, DUPLEXES AND TWO-FLAT BUILDING CONSTRUCTION REGULATIONS AND STANDARDS:

4-1-3-1: ADOPTION OF INTERNATIONAL RESIDENTIAL CODE:

There is hereby adopted and incorporated by reference as a part of this section, the code entitled "2006 2012 international residential code", three (3) copies of which are on file in the office of the city.

4-1-3-2: AMENDMENTS TO CODE:

The 2006 2012 international residential code, as adopted in section 4-1-3-1 of this chapter shall be amended as follows:

Section R101.1 - Insert the "city of Darien" for [name of jurisdiction].

Section R-108.2 - Revise to read as follows:

See city code of Darien for appropriate fee schedules.

Section R-113.4 - Revise to read as follows:

Violation penalties: See the city code of Darien for penalties for violations of the provisions of this code.

Section R-302.1 and Table R302.1(1) – Delete (Exterior Walls)

Section R-313 – Delete. (Automatic Fire Sprinkler Systems)

Section R-320 – Delete. (Accessibility)

Section R-321 – Delete. (Elevators and Platform Lifts)

Section R-322.1.9 – Delete. (Manufactured Homes)

~~Section R-309—Revise to read as follows:~~

~~R-309.9—A ducted cold air return is required in every sleeping room.~~

Section R-403.1 – Revise to add the following:

Pier footings are acceptable for open porches only and not acceptable for screened-in porches, 3-season rooms or sunrooms.

Section R-1006.1 - Revise to read as follows:

R-1006-1 - Exterior Air: Factory-built or masonry fireplaces covered in this chapter shall be equipped with an exterior air supply to assure proper fuel combustion unless the room is mechanically ventilated and controlled so that the indoor pressure is neutral or positive. Ventless or vent-free fireplaces are prohibited.

Chapter 25 – Delete. (Plumbing Administration)

Chapter 26 - Delete. (General Plumbing Requirements)

Chapter 27 - Delete. (Plumbing Fixtures)

Chapter 28 - Delete. (Water Heaters)

Chapter 29 - Delete. (Water Supply And Distribution)

Chapter 30 - Delete. (Sanitary Drainage)

Chapter 31 - Delete. (Vents)

Chapter 32 - Delete. (Traps)

Chapter 33 - Delete. (~~General Requirements~~) (Storm Drainage)

Chapter 34 - Delete. (~~Electrical Definitions~~) (General Requirements)

Chapter 35 - Delete. (~~Services~~) (Electrical Definitions)

Chapter 36 - Delete. (~~Branch Circuit And Feeder Requirements~~) (Services)

Chapter 37 - Delete. (~~Wiring Methods~~) (Branch Circuit and Feeder Requirements)

Chapter 38 - Delete. (~~Power And Lighting Distribution~~) (Wiring Methods)

Chapter 39 - Delete. (~~Devices And Luminaries~~) (Power and Lighting Distribution)

Chapter 40 - Delete. (~~Appliance Installation~~) (Devices and Luminaries)

Chapter 41 - Delete. (~~Swimming Pools~~) (Appliance Installation)

Chapter 42 - Delete. (~~Class 2 Remote Control Signaling And Power Limited Circuits~~)
(Swimming Pools)

Chapter 43 - Delete. (Class Remote Control Signaling and Power Limited Circuits)

Chapter 44 - Delete. (Referenced Standards)

~~2006~~ 2012 International Residential Code Electrical Provisions/National Code Cross Reference
(appendix Q) - Delete.

Agricultural exception: Accessory buildings on existing, legal nonconforming agricultural properties that are utilized as stables and livestock shelters, where no vehicle storage will take place will be allowed in accordance with the following requirements:

1. Required concrete floor slabs may be omitted in those specific areas of livestock buildings or structures used by the livestock upon approval of the director of community development.
2. Other than in subsection (X)1 of this section, floors shall be concrete, asphalt or wood installed to prevent the seepage of hazardous, toxic or combustible liquids into the ground.
3. All accessory buildings shall be securely anchored to the ground.
4. Pre-engineered accessory building kits shall be installed in accordance with manufacturer's specifications and plans.

4-1-3-3: APPLICATION TO BUILDINGS AND STRUCTURES:

The rules and regulations adopted in section 4-1-3-1 of this chapter shall apply to the following buildings and structures:

(A) Single-family detached residences.

(B) Duplex houses (2 units side by side) and two-family apartments or flats.

(C) Detached accessory structures.

4-1-4: REGULATIONS AND STANDARDS FOR CONSTRUCTION OF ALL OTHER BUILDINGS INCLUDING RESIDENTIAL (OTHER THAN ONE- AND TWO-FAMILY), ASSEMBLY, COMMERCIAL, OFFICE, STORAGE, EDUCATIONAL, INDUSTRIAL AND INSTITUTIONAL:

4-1-4-1: ADOPTION OF INTERNATIONAL BUILDING CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled the "2006 2012 international building code", three (3) copies of which are on file in the office of the city.

4-1-4-2: AMENDMENTS TO CODE:

The 2006 2012 international building code, as adopted in section 4-1-4-1 of this chapter shall be amended as follows:

(A) Section 101.1 - Insert the "city of Darien" for [name of jurisdiction].

(B) Section 108.2 - Revise to read as follows:

See city code of Darien for appropriate fee schedules.

(C) Section 113.4 - Revise to read as follows:

Violation penalties: See city code of Darien for penalties for violations of the provisions of this code.

(D) Section 114.3 - Revise to read as follows:

A fine of not less than \$100.00 or more than \$1,000.00 for each day the above violation shall be imposed.

~~(E) Section 903.2.1.1 - Revise to read as follows:~~

~~An automatic fire suppression system shall be provided in use group A-1 occupancies when a structure's gross square footage is 2,500 square feet or more.~~

~~(F) Section 903.2.1.2 - Revise to read as follows:~~

~~An automatic fire suppression system shall be provided in all use group A-2 occupancies.~~

~~(G) Section 903.2.1.3 - Revise to read as follows:~~

~~An automatic fire suppression system shall be provided in all use group A-3 occupancies when a structure's gross square footage is 2,500 square feet or more.~~

~~(H) Section 903.2.1.4—Revise to read as follows:~~

~~An automatic fire suppression system shall be provided in all use group A-4 occupancies when a structure's gross square footage is 2,500 square feet or more.~~

~~(I) Section 903.2.5—Revise to read as follows:~~

~~An automatic fire suppression system shall be provided in all use group I occupancies.~~

~~Exception:~~

~~1. Where use group I-2 child care facilities are located in R-3 and R-4 occupancies in compliance with the Illinois department of child and family services.~~

~~(J) Section 903.2—Revise to read as follows:~~

~~An automatic fire suppression system shall be provided in all use group B, E, F, M and S occupancies when a structure's gross square footage is 2,500 square feet or more.~~

4-1-4-3: APPLICATION TO BUILDINGS AND STRUCTURES:

The building code adopted in section 4-1-4-1 of this chapter shall apply to all buildings and structures other than one- and two-family residences and other buildings normally accessory to them.

4-1-5: REGULATIONS AND STANDARDS GOVERNING THE CONSTRUCTION AND USE OF MECHANICAL EQUIPMENT:

4-1-5-1: ADOPTION OF INTERNATIONAL MECHANICAL CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled "2006 2012 international mechanical code", three (3) copies of which are on file in the office of the city.

4-1-5-2: AMENDMENTS TO MECHANICAL CODE:

The 2006 2012 international mechanical code as adopted in section 4-1-5-1 of this chapter shall be amended as follows:

(A) Insert "the city of Darien" wherever the code refers to jurisdiction.

(B) Wherever fee schedules, dollar amounts, offenses, or time limits are referred to in this code, the code of the city of Darien shall apply.

~~(C) Section 927—Revise to read as follows:~~

~~Ventless and vent free fireplaces are prohibited.~~

4-1-5-3: ADOPTION OF SAFETY CODE FOR EXISTING ELEVATORS AND ESCALATORS ("ELEVATOR CODE"):

There is hereby adopted and incorporated by reference as part of this section, the code entitled "safety code for existing elevators and escalators, 2005 edition", by the American Society of Mechanical Engineers, three (3) copies of which are on file in the office of the city.

4-1-5-4: AMENDMENTS TO ELEVATOR CODE:

The safety code for existing elevators and escalators, as adopted in section 4-1-5-3 of this chapter shall be amended to read as follows:

(A) Insert the "city of Darien" wherever the code refers to jurisdiction.

(B) Section 1.4: Definitions - Revise to read as follows:

Building Code: The 2006 2012 international building code, and as amended by section 4-1-4-2 of this chapter.

4-1-6: STANDARDS AND SPECIFICATIONS, RULES AND REGULATIONS OF THE NATIONAL ELECTRICAL CODE:

4-1-6-1: ADOPTION OF NATIONAL FIRE PROTECTION ASSOCIATION NATIONAL ELECTRICAL CODE:

The standards and specifications, rules and regulations of the National Fire Protection Association national electrical code, 2005 2011 edition, as published by the National Fire Protection Association except as amended herein, are hereby adopted as the standards and specifications, rules and regulations for installation, alteration, repair and use of electrical equipment, subject however, to the additional standards and specifications, rules and regulations as hereinafter set forth, and except where they are in conflict with the other provisions of this code and said code is hereby incorporated herein by reference.

~~4-1-6-2: AMENDMENTS TO CODE:~~

~~The National Fire Protection Association national electrical code, as adopted in section 4-1-6-1 of this chapter shall be amended to read as follows:~~

~~(A) Article 394—Concealed Knob End Tube—Delete.~~

~~(B) Article 334—Nonmetallic Sheathed Cable—Delete.~~

~~(C) Article 330—Metal Clad Cable; Shielded Nonmetallic Sheathed Cable; 338 Service Entrance Cable. The provisions of these articles may be permitted only upon written authorization of the building official after sufficient justification as to the special circumstances making necessary such permission.~~

~~(D) Article 352—Rigid Nonmetallic Conduit. The provisions of this article may be permitted only upon the written authorization of the building official after sufficient justification as to the special circumstances making necessary such permission.~~

4-1-7: PLUMBING INSTALLATION, ALTERATION AND USE REGULATIONS AND STANDARDS:

4-1-7-1: ADOPTION OF THE PLUMBING CODE OF THE STATE OF ILLINOIS:

There is hereby adopted and incorporated by reference as part of this section, the code entitled "Illinois state plumbing code 2004 edition", three (3) copies of which are on file in the office of the city.

4-1-7-2: ADDITIONS TO CODE:

Additions to the Illinois state plumbing code, as adopted in section 4-1-7-1 of this chapter, are as follows:

(A) The installation of water conserving plumbing fixtures in all new construction and in all repair and/or replacement of fixtures shall be required according to the following table:

<u>Fixtures</u>	<u>Maximum Flow*</u>
Water closets, tank top	2.5 gals per flush
Water closets, flushometer type	3.0 gals per flush
Urinals, tank type	3.0 gals per flush
Urinals, flushometer type	3.0 gals per flush
Shower heads	3.0 GPM
Lavatory, sink faucets	3.0 GPM
*Note: Flow based on 40 to 50 psi pressure.	

(B) Closed water systems shall be required on all water using air conditioning systems in new construction or remodeling.

(C) Metering or self-closing faucets shall be required on all lavatories for public use in new construction or remodeling.

(D) Water recycling systems shall be required on all new construction or remodeled car wash equipment installations.

4-1-7-3: AMENDMENTS TO CODE:

The Illinois state plumbing code, as adopted in section 4-1-7-1 of this chapter shall be amended as follows:

(A) Table A - Items 3) and 4) add footnote 3 for type M copper. Type M copper is not permitted for water distribution systems.

(B) All drain lines must be permitted smaller than four inch (4") diameter material.

4-1-8: FIRE PREVENTION AND CONTROL REGULATIONS AND STANDARDS:

4-1-8-1: ADOPTION OF THE INTERNATIONAL FIRE CODE OF THE BUILDING OFFICIALS AND CODE ADMINISTRATORS INTERNATIONAL, INC.:

There is hereby adopted and incorporated by reference as part of this section, the code entitled "~~2006~~ 2012 international fire code", printed in pamphlet form by the Building Officials and Code Administrators International, Inc., including no errata sheets inserted, three (3) copies of which are on file with the city.

4-1-8-2: AMENDMENTS TO CODE:

The ~~2006~~ 2012 international fire code, as adopted in section 4-1-8-1 of this chapter shall be amended as follows:

(A) Section 101.1 - Insert "city of Darien" for [name of jurisdiction].

(B) Section 108 - Revise board of appeals to read:

Whenever the chief of the bureau of fire prevention shall disapprove an application, or refuse to grant a permit, or when it is claimed that the provisions of this article have been misconstrued or wrongly interpreted, the applicant or person affected may appeal from the decision of the director of building and zoning to the planning and zoning commission of the city of Darien. Appeals made pursuant to this section shall be in accordance with the procedures set forth in the city's zoning ordinance.

(C) Section 503.1 - Revise to read:

Fire apparatus access roads shall be provided so that:

1. Public or private access is provided to each building so that the first responding fire district pumper unit will be able to be so located that all points of the interior of the building may be reached by one hundred fifty (150) feet of initial attack hose.

a. Where the size of the building does not allow this regulation to be met, an interior standpipe system equipped with fire department hose connections approved by the fire official may be allowed as an exception. The standpipe system shall be connected to a public water system.

2. Public or private access for motor fire apparatus shall be provided around the building so that there may be proper operation of ladders and mechanically elevated mechanisms.

3. Access routes shall be so arranged that fire department apparatus may respond from all points of the building to adjacent fire hydrants along routes not to exceed two hundred fifty (250) feet from the most remote point of the building to the closest fire hydrant.

4. Fire lanes on private property shall be approved by the fire official, and parking of motor vehicles otherwise obstructing such fire lanes or access routes shall be prohibited at all times. Permanent all-weather signs identifying fire lanes and access ways shall be posted.

5. In commercial developments public or private fire department access roads and ways shall be all weather, properly maintained and accessible at all times. A minimum of eight (8) inches of granular stone surfaced by at least two (2) inches of bituminous asphalt material. Fire lanes in residential developments shall be reviewed by the fire official for adequacy.

6. Access roads or fire lanes shall be not less than fifteen (15) feet from the building and further if the height of the building requires a greater setback to ladder the buildings.

7. Access routes shall be continuous around the building.

a. This requirement may be modified by the fire official where adequate building access openings, a complete fire suppression system and high rise provisions are provided.

(D) Add section 316 506 - Revise to read:

Section 316.0 506.0 - Fire Department Rapid Entry System.

Section 316.1 506.1 - General. The fire official shall require all new and existing construction that is required to be equipped with an approved fire alarm system ~~that consists of smoke and/or heat detection and all buildings required to be equipped with a complete~~ or sprinkler system to have an approved key box system except of 1 and 2 family dwellings ~~thirty (30) days after approval of ordinance.~~

Section 316.2 506.2 - Purpose. The purpose of the rapid entrance key system is to allow the fire department to gain immediate access to a building in emergency situations without forcible entry.

Section 316.3 506.3 - Location. The approved key box shall not be located more than 5 feet from the adjacent grade, and shall be approved by the code official.

Section 316.4 506.4 - Contents. The approved key box shall contain key, keycards, etc. as needed to gain necessary access as required by the code official.

Section 316.5 506.5 - Alarms. At the request of the owner or lessee, the fire code official shall permit him to install a key box tamper switch connected to the building's alarm system. If the owner or lessee chooses to connect the key box to an alarm, then they shall comply with the following requirements:

1. If the building is protected by a burglar alarm system, the key box shall be connected to that system.

2. If the building is not protected by a burglar alarm system, the key box may be connected to the fire alarm providing the connection is on the trouble side signaling an alarm. Connection to the fire alarm requires the key box to be zoned separately from any fire detection and noted on the fire alarm annunciator panel as KEY BOX.

(E) Add section ~~317~~ 319 to read:

Section ~~317.0~~ 319.0 - Miscellaneous Provisions.

Section ~~317.1~~ 319.1 - Hazardous Areas - Room used for storage, boiler or furnace rooms, fuel storage, janitors' closets, and maintenance shops shall be separated from other building areas by assemblies having a fire resistance rating of not less than one hour with appropriate protection of openings into the rooms.

Section ~~317.2~~ 319.2 - Fire Evacuation Procedure Notice. Owners, managers, and agents of multiple dwelling units with three (3) or more units, motels, hotels and places of assembly, served by a common entrance, shall post and maintain in a conspicuous location within each dwelling unit and in access routes, a written notice which explains what procedures to use in the event of a fire. The notice shall contain a diagram of all fire exits.

(F) Add section ~~318~~ 320 - Packing Materials. Materials used for protective packing shall be kept in approved noncombustible containers.

Section ~~318.1~~ 320.1 - Removal Of Packing And Waste Materials. No persons shall store in any building excess amounts of combustible empty packing cases, wooden or plastic pallets, barrels, boxes, rubber tires, shavings, excelsior, rubbish, paper bags, litter, hay, straw and similar combustibles. Aisle ways and storage of the abovementioned combustibles necessary for the performance of business shall be kept in an orderly and neat manner. Combustible materials shall be removed daily or more often as is necessary to suitable vaults, bins, dumpsters, compactors or separate buildings. Such practices shall be as approved by the fire official.

(G) Section 505.1 - Address Numbers. In the third line from the bottom, delete "or alphabet".

(H) Section 806.1.1 - Restricted Occupancies. Revise to read as follows:

Natural cut trees shall only be permitted in the dwelling units of group R-2 and R-3 occupancies.

(I) Section 807.4.3.1 - Storage In Corridors And Lobbies. Delete exceptions 1 and 2.

(J) Section 807.4.4.1 - Storage In Corridors And Lobbies. Delete exceptions 1 and 2.

(K) Add to Sections ~~901.7.1~~ and ~~901.7.2~~ to read:

Section ~~901.7.1~~ - Systems Out Of Service. Automatic fire suppression systems shall not be out of service for more than eight (8) hours for additions, alterations, maintenance or repairs without the approval of the fire official or the designated representative.

Section 901.7-2 - Control Valve Operator/Fire Watch. When any fire suppression system must be taken out of service, for any length of time, a responsible person shall be stationed at the control valve(s) to immediately activate the system in case of fire.

(L) Section 905 - Standpipe Systems. Add the following:

Class I standpipe systems shall be installed in all buildings where any portion of the building's interior area is more than two hundred (200) feet of travel from the nearest point of fire district vehicle access.

(M) Add section 905.12 to read:

Section 905.12 - Standpipe Flow Switch. All standpipe systems shall have flow switches interconnected to the building fire alarm system.

(N) Section 906.1 - Where Required. Add the following:

7. Within five (5) feet of all exit doors in all but group R-3 occupancies, and within seventy-five (75) feet of travel distance. If there are practical difficulties in locating the fire extinguisher within five (5) feet of an exit door, then the fire extinguisher shall be located as directed by the code official shall designate an approved location.

(O) Revise section 907 to read:

Section ~~907~~ 907.2 - Fire Alarm And Automatic Detection Required.

~~Section 907.1~~ 907.2 - All-Other Use Groups Except R-3. In all buildings with floor areas greater than two thousand (2,000) square feet, automatic and manual fire alarm systems shall be required and approved by the code official for the particular application and shall only be used for detection and signaling in the event of fire. Detection devices shall be compatible with the hazards and purpose for alarm.

Each building which is required to be built pursuant to the 2006 2012 international building code as adopted by the city of Darien, having a required F.A. system shall be equipped with a wireless radio connection, approved by the code official, between its automatic fire detection equipment and such appropriate dispatch station as utilized by the fire protection district or department which services the structure.

Assembly. Both new and existing educational and institutional use groups shall be equipped with an approved fire alarm system. This shall include assembly and educational uses with 20 or more occupants.

Section 907.2 - Alarm systems in use group R-1, R-2 and R-3 (except for detached single-family dwelling structures) shall comply with the following: Approved automatic fire protection shall be provided to protect new and existing multi-family buildings, which include apartments of three (3) or more units, townhouses and similar uses.

1. Approved automatic smoke detection devices wired to an activated living unit electrical circuit shall be provided in the vicinity of all bedrooms and elsewhere, based on room arrangements, in each living unit.

(a) The wiring shall allow for easy removal and replacement of the device.

(b) Each detector shall include an audible alerting device.

i. Approved fixed temperature devices shall be provided in each living unit near the kitchen and living room areas, with not less than one installed on each floor level. These shall be part of the fire alarm system.

ii. Generally unattended areas such as storage rooms, garages, combustible unattended areas, elevator shafts, furnace rooms, basements, attic spaces, crawl spaces and similar areas shall be protected by approved heat detection devices.

iii. Approved smoke detection devices shall be provided in all public or common egress routes, including corridors, stairways, exit hallways, etc.

iv. All devices, except living unit smoke detectors (from 1. above), shall be interconnected to an approved control panel with an audible alerting system servicing all floors of the building.

v. A zone indicator panel shall be provided in any building having multiple living units, with each zone serving more than one floor.

2. Assembly. Both new and educational and institutional use groups shall be equipped with an approved fire alarm system.

Section 907.3 907.1.4 - Design. The system shall be designed and installed in accordance with the National Fire Protection Association No. 72, Installation, Maintenance and Use of Protective Signaling Systems, 2007 edition, with automatic detectors designed and installed in accordance with the National Fire Protection Association.

Section 907.4 907.6.2 - Power Supplies. A primary power supply source for the operation of the system under normal conditions shall be provided. A secondary power supply for operation of the system shall be by a U.L. approved energy device or minimum 60-hour storage battery or engine driven generator.

Section 907.5 - No alarm shall be out of service for more than 24 consecutive hours.

Section 907.6 907.2 - Automatic Sprinklers. Where automatic sprinklers provide protection to an area, approved flow and tamper switches interconnected to the fire alarm system shall be provided.

Section 907.7 907.6.3 - Zones. Each floor and each area over 15,000 square feet in area shall be separately zoned. Each type of system (sprinkler, halon, alarm, etc.) shall be separately zoned.

Add Section 907.8 907.6.3.3 - Each sprinkler system need only be zoned per floor for a flow

alarm.

Add Section ~~907.9~~ 907.10 - The fire protection district shall have access at any time of the day or night to the fire alarm control panel without entering an individual living (dwelling) unit. The fire alarm panel must be installed in an approved climate controlled, weather protected closet with 24-hour access from the exterior of the building.

(P) Add section 915 to read:

Section 915 - Fire Hydrant Locations.

Section 915.1 - Fire Hydrant Locations. Water supplies shall be delivered under pressure to fire hydrants located as follows:

1. Fire hydrants shall be located along public streets, fire lanes, or access routes so that no portion of the building will be over 250 feet from a public fire hydrant. Where this is not possible, additional hydrants shall be located on the premises and be accessible to motorized fire apparatus.
2. In apartments, townhouses, condominiums, town/row or cluster housing areas where streets or parking lots dead end, hydrants shall be placed along the access route at a location approved by the fire official.
3. At least two (2) fire hydrants shall be located within 300 feet of the building.
4. Hydrants should be so located that:
 - a. Hydrants will be located approximately ten (10) feet from all weather roadways. If this cannot be done, the closest part of the hydrant shall be set back at least two (2) feet from the curb.
 - b. Hydrants shall not be located further than 75 feet from any fire department sprinkler or standpipe connection as determined by the code official.
 - c. Hydrants shall not be located closer than 25 feet to a building.
 - d. Hydrant outlets shall be a minimum of 18 inches but not more than 36 inches above the finished grade.
 - e. Access to fire hydrants shall be all-weather roadways adequate in width, clearance and strength for fire fighting purposes. Such routes including private roadways, shall be maintained accessible during all seasons of the year.
5. Fire hydrants used in conjunction with water supplies shall have two (2^{1/2}) inch and one (4^{1/2}) inch outlets with auxiliary gate valves on the hydrant branch line. Threads shall be American National Standard. Pumper outlets shall face roadways.
6. Fire hydrants shall be protected from accidental damage by approved methods when located in areas subject to vehicular damage.

(Q) ~~Section 1006.3 Illumination Emergency Power~~ 1006.1.1 Emergency Power for Illumination - revise to read as follows:

Emergency lighting shall be equipped with power supplies from an independent, approved reliable source (battery or automatic starting generator). Emergency lighting shall be provided in all rooms and spaces over 2,000 square feet in area, or in rooms with an occupancy load of 20 or more. When required, emergency lighting shall be installed in stairways, corridors, access routes and other exit components. Multi-family building - emergency lighting will be required in all existing and new multi-family buildings in stairways, corridors, exit access and other exit components.

(R) ~~Add section 1004.10~~ 1021.1.1 - Number And Location Of Exits. All rooms or spaces with accommodations for 20 or more persons or over 2,000 square feet in area and each floor shall have 2 separate means of egress.

(S) ~~Add section 3308.12~~ 56001 - to read:

~~Section 3308.12~~ 56001 - Bond And Responsibility. Bond and responsibility for fireworks display and discharge requires "public liability insurance" in the amounts of not less than \$1,000,000.00 bodily injury and \$250,000.00. The city of Darien and the local fire protection district shall be added as an "additional insured."

(T) ~~Add section 3406.9~~ 5706.9 - to read:

~~Section 3406.9~~ 5706.9 - Special Dispensers. Special type dispensers such as coin, key or card-operated devices, for self service operation by the general public are prohibited unless there is an attendant on duty at all times.

(U) ~~Delete sections 803.4.3.1.1 and 803.4.3.1.2.~~

(V) ~~Chapter 45, Reference Standards: Revise the NFPA standard reference numbers as follows:~~

~~From 13-02 to 13-07~~
~~From 13D-02 to 13D-7~~
~~From 13R-02 to 13R-07~~
(Ord. 0-11-07, 4-2-2007)

4-1-8-3: DEFINITIONS AND ADDITIONAL REGULATIONS OF INTERNATIONAL FIRE CODE:

(A) Definitions:

1. Fire Prevention Code Or Code: Wherever the words "fire prevention code" or "code" are used in the codes adopted herein by reference, they shall be held to mean the city of Darien 2012 international fire code.

2. Municipality: Wherever the word "municipality" is used in the codes adopted herein by reference, it shall be held to mean the city of Darien.
3. City: Wherever the word "city" is used in the codes adopted herein by reference, it shall be held to mean the city of Darien.
4. Corporation Counsel: Wherever the term "corporation counsel" is used in the codes adopted herein by reference, it shall be held to mean the legal counsel for the city of Darien.
5. Fire Official, Code Official, Fire Marshal, Authority Having Jurisdiction Or Chief Of The Bureau Of Fire Prevention: Wherever the term "fire official", "code official", "fire marshal", "authority having jurisdiction" or "chief of the bureau of fire prevention" is used in the codes adopted herein by reference, it shall be held to mean the director of community development or his designee.
6. Bureau Of Fire Prevention: Wherever the term "bureau of fire prevention" is used in the codes adopted herein by reference, it shall be held to mean department of community development.

(B) Administrative Bodies:

1. The fire prevention code shall be enforced by the department of community development of the city.
2. The person in general charge of the department of community development shall be the director of community development.
3. The director of the community development department may detail additional personnel as inspectors to assist in enforcing this chapter.

(C) Application Of Provisions: Except as stated elsewhere in this chapter, any existing building and/or structure shall be brought into compliance with all applicable provisions of the fire prevention code in the following situations:

1. If the structure or building is increased in floor area or in height, the entire structure or building shall be made to conform with the requirements of this chapter.
2. If any portion is changed in occupancy, that portion separated by approved fire rated construction shall be made to conform with the requirements of this chapter.
3. If any portion is altered or remodeled costing in excess of fifty percent (50%) of the fair market value of the building or structure, such building or structure shall be made to conform to the requirements of this chapter.
4. If a building or structure is damaged by fire or other cause to the extent in excess of fifty percent (50%) of the fair market value before the damage was insured, the entire structure or building (exclusive of foundation) shall meet the requirements of this chapter.

(D) Permits And Approvals:

1. Special Permits: Where special permits are required, application shall be made to the director of the department of community development. The director shall determine criteria, limitations and duration of permits until the appropriate requirements are met.

(E) Explosives And Blasting Agents:

1. The storage, handling and use of explosives and blasting agents is prohibited within the city.

(a) Exception: By special permit from the director of the department of community development.

(F) Flammable Liquids; Liquefied Petroleum Gases:

1. The storage of flammable liquids in outside aboveground tanks is prohibited.

(a) Exception: By special permit from the director of the department of community development.

2. The bulk storage of liquefied petroleum gases in excess of one thousand (1,000) gallons water capacity is prohibited.

(a) Exception: By special permit from the director of the department of community development.

(G) Manufacturing And Storage Of Fireworks Prohibited: The manufacture and storage of fireworks is prohibited within the corporate limits of the city, except by special permit issued by the code official.

(H) Motor Vehicle Routes For Vehicles Transporting Hazardous Chemicals Or Other Dangerous Articles, Including Liquefied Petroleum Gases And Combustible And Flammable Liquids: The routes referred to in section 20.14 of the fire prevention code for vehicles transporting hazardous chemicals and other dangerous articles are hereby established as routes approved by state, county or federal governments.

No tank vehicles shall be parked for over one hour or left unattended at any time.

(I) Emergency Conditions: When in the opinion of the director of the department of community development or his designee there is actual and immediate danger because of hazardous conditions which endanger life or may cause effects upon adjoining properties, the bureau may order the building to be immediately vacated and cause immediate remedial action if necessary. The cost of such remedial action shall be borne by the owner of the premises.

(J) Modifications: The director of the department of community development and the city administrator shall have power to modify any of the provisions of the fire prevention code upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code; provided that the spirit of the code shall be observed, public safety and substantial justice done. The particulars of such modification, when granted or allowed, and the decision of the fire marshal shall be entered upon the records of the department and a signed copy shall be furnished the applicant.

(K) New Materials, Processes Or Occupancies Requiring Permits: Upon a written request to employ new materials, processes or occupancies which require a permit or otherwise alter the provisions of the fire code, in addition to those now enumerated in said code, the director of community development shall forward said request along with supporting documentation and other applicable information as determined by the director of community development and city administrator to the building plan review and building inspection consultants employed by the city, to the local fire district and when applicable, to the city engineer, for their review and recommendation. Upon receipt of the recommendations from these sources, the director of community development and city administrator shall either approve or deny said request. In either situation, the determination made shall be posted in a conspicuous place at the Darien city hall, and copies shall be distributed to all parties.

(L) Penalties: The penalty for violation of this code shall be in accordance with the city code penalty section.

4-1-9: EXISTING STRUCTURES REGULATIONS:

4-1-9-1: ADOPTION OF INTERNATIONAL PROPERTY MAINTENANCE CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled "~~2006~~ 2012 international property maintenance code", printed in pamphlet form by the International Code Council, including no errata sheets inserted therein as modified in certain respects as set forth herein, three (3) copies of which are on file in the office of the city.

4-1-9-2: AMENDMENTS TO CODE:

The international property maintenance code, as adopted in section 4-1-9-1 of this chapter shall be amended as follows:

(A) Section 101.1 - Insert "city of Darien for [name of jurisdiction].

(B) Section 106.4 - Penalties. Revise to read as follows:

See the city code of Darien for penalties for violations of the provisions of this code.

(Ord. 0-11-07, 4-2-2007)

4-1-10: PERMITS AND FEES:

4-1-10-1: PERMIT REQUIRED; ISSUANCE:

A building permit, as provided for herein, shall first be required before any construction, alteration, repair or removal within the city shall be commenced. No work shall be done and no permit as required by these regulations shall be issued until the fee prescribed therefor has been paid and all other requirements for such permit have been met. (Ord. 0-11-07, 4-2-2007)

4-1-10-2: GENERAL REQUIREMENTS:

(A) Plat Of Survey With Application: A plat of survey shall be submitted with a building permit application. The plat of survey shall be prepared by a registered land surveyor of the state of Illinois and include topographical data showing existing contours at vertical intervals of not less than two feet (2'), proposed changes in contours, proposed foundation and elevations and other land improvements within the platted property and surrounding properties. Topographical data shall refer to true USGS elevation standards.

(B) Spotted Survey Required: Two (2) copies of a spotted survey will be required within fourteen (14) days after the foundation is placed on the lot. The spotted survey shall include the true USGS elevations of the top of foundation wall and existing grade of curb, sidewalk or existing grade of street or roadway. It shall also include all building setbacks from the property boundaries. No construction will be permitted past the decking over the foundation except for water, sanitary sewer and related items unless such survey has been filed and approved by the department of community development staff.

(C) Final Grading Survey Required: Two (2) copies of a final grading survey will be required no less than four (4) days prior to the request for final occupancy. The final grading survey shall include topographical data showing final contours at vertical intervals of not less than two feet (2') based on true USGS elevation standards. A certificate of occupancy will not be issued until the final grading survey is approved by the city engineer.

In any residential zoning district, no permit may be issued for additional work if there remains uncompleted other work on the premises for which a building permit has been issued for more than twelve (12) months.

(D) Duration Of Permits:

1. Duration: The duration of a building permit shall be one year from the date of issuance.

2. Permit Extensions: Upon approval of the building official, a building permit may be extended for a period not to exceed six (6) months on payment of fifty percent (50%) of the original building permit fee.

3. One Permit Limit: No more than one building permit shall be issued for a property unless construction required under the first building permit continues at a reasonable level.

4. Suspension Of Permit: Any building permit issued, but under which no work has commenced within six (6) months after issuance of the permit, or if the authorized work is suspended or abandoned for a period of six (6) months after the time of commencing, the permit shall expire by its own terms. The permit must be surrendered to the building inspector within ten (10) days after its expiration, and fees paid therefor shall be forfeited to the city. Upon such surrender, fifty percent (50%) of the total permit fee shall be refunded.

(E) Contractor Registration Requirements:

1. All contractors, except electrical and plumbing contractors, shall obtain a city contractor's license. This shall include all subcontractors. The Darien contractor's license year runs from May 1 to April 30. There is an annual fee with a one-half (1/2) year fee after November 1.

2. Electrical contractors shall give evidence of good standing by supplying a copy of the registration with any other city, county or state jurisdiction in Illinois.

3. Plumbing contractors must be licensed with the state of Illinois and shall submit a copy of their license. Plumbing contractors doing sewer work shall be required to obtain a contractor's license.

4. Roofing contractors must be licensed with the state of Illinois and shall submit a copy of their license and shall be required to obtain a contractor's license.

5. All contractors including plumbing, electrical and roofing contractors, shall submit the following to the city:

(a) A ten thousand dollar (\$10,000.00) license bond. The general contractor may submit a twenty thousand dollar (\$20,000.00) license bond in lieu of separate bonds on each subcontractor.

6. License bond requirement may be waived where the owner of a single-family house is acting as a general contractor.

(F) Construction Vehicle Driveways: For any construction which does not include a hard surface for construction vehicles, a stone driveway must be laid within five (5) days of the placement of a foundation on a property.

(G) Erosion Control Devices: Erosion control devices such as silt fencing or hay bales shall be erected around the perimeter of any property under construction which includes earthwork.

(H) Sidewalk Construction Required Along Major Arterial Streets:

1. The city shall not issue any building permits for construction taking place along "major arterial streets", as defined hereafter, unless the applicant for the building permit and the owner of the property shall execute an acknowledgement that no occupancy permit for the building or structure will be issued unless sidewalks, constructed in accordance with the ordinances of the city, are installed along such major arterial streets prior to the occupancy of the building or structure. In lieu of the installation of the sidewalk prior to occupancy, and at the option of the city, the owner of the property may post a cash deposit with the city equal to the then current cost of installing the sidewalk or such other security acceptable to the city. This cash sum or other security shall be retained by the city until such time as it is most convenient for the city to install or to have installed such sidewalk segment either singly or as part of a larger sidewalk construction program. If, at the time the sidewalk is eventually installed, the cost of installing the sidewalk shall exceed the amount of the cash sum or other security posted, the owner shall be obligated, upon thirty (30) days' written notice, to increase the amount of that cash sum or other security in an amount sufficient to enable the city to install or to have installed the sidewalk. In the event that the cost of installing the sidewalk shall be less than the cash sum or other security deposited with the city, the amount of such excess will be returned to the owner after the sidewalk is installed and all costs for the installation of the sidewalk have been paid.

2. For the purpose of this subsection, "major arterial streets" within the city shall be defined as follows:

- (a) Route 83.
- (b) Clarendon Hills Road.
- (c) Plainfield Road.
- (d) Cass Avenue.
- (e) 75th Street.
- (f) Bailey Road.
- (g) North and South Frontage Roads.
- (h) Manning Road.
- (i) Lemont Road.
- (j) 83rd Street.

3. Any person who violates any provision of this subsection (H) shall upon conviction thereof be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00). Every day upon which a violation of this subsection (H) takes place shall be deemed to be a separate offense.

(I) Permitted Hours Of Construction:

1. No construction for which a building permit is required under this chapter shall commence before the hour of six thirty o'clock (6:30) A.M. or continue after the hour of ten o'clock (10:00) P.M. on Monday through Friday, or commence before the hour of seven thirty o'clock (7:30) A.M. or continue after the hour of ten o'clock (10:00) P.M. on Saturday or Sunday.

2. Any person who violates any provision of this subsection (I) shall be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for a first offense. Any person who violates any provision of this subsection (I) a second or subsequent time shall be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00). In addition, violation of this provision may be deemed cause for revocation of the building permit. (Ord. 0-11-07, 4-2-2007)

4-1-10-3: PERMIT FEES:

(A) Plan Review Fees: Plan review fees are accessed through outside professional services.

Single-family residence	\$315.00
Residential additions	215.00
Detached garage	115.00

Multi-family residence	\$315.00 per dwelling unit
Basement remodeling, deck, shed, etc.	\$115.00
Commercial, office, industrial	\$0.003 x construction cost as determined by the most current publication of the "Means Cost Estimating Guide"
Elevators, escalators, dumbwaiters, platform lifts	\$100.00
Parking lots	100.00
Sign permits	50.00
Resubmittals	65.00 for each

The city reserves the right to employ outside review of any and all plans submitted and the cost of such review will be paid by the applicant.

(B) Construction Permit Fees:

1. **Computing Fees:** For the purposes of computing fees, all subordinate detached buildings, the use of which is clearly related to that of the main building located on the same plot, shall be considered to constitute a part of the main building when included in the same application for a building permit or when a permit is obtained for the detached subordinate building or buildings before occupancy of the main building.

2. **Building Permit:** The building permit fee for all new construction, additions, and alterations shall be based on the estimated cost of construction including all structural, electrical, plumbing, mechanical interior finish and site preparation elements. The following table sets forth said fees:

Construction Cost	Fee
\$0.00 - \$8,000.00	\$ 75.00
\$8,001.00 - \$15,000.00	150.00
\$15,001.00 - \$20,000.00	200.00
\$20,001.00 - \$25,000.00	250.00
\$25,001.00 - \$35,000.00	500.00
\$35,001.00 - \$50,000.00	750.00
\$50,001.00 - \$75,000.00	1,000.00
\$75,001.00 - \$100,000.00	1,250.00
\$100,001.00 - \$150,000.00	1,500.00
\$150,001.00 - \$200,000.00	2,000.00
Over \$200,000.00	2,500.00 + 10.00/\$1,000.00

3. **Plumbing Permits:** A separate plumbing permit shall be required when plumbing work is not performed in connection with a required building permit for new construction, alterations,

additions, repairs or accessory uses. The plumbing permit fee shall be based on the following schedule:

Residential	\$10.00per fixture
Nonresidential	20.00per fixture

4. Electrical Permits: An electrical permit shall be required when electrical work is not performed in connection with a required building permit for new construction, alterations, additions, repairs or accessory uses. The electrical permit fee shall be based on the following schedule:

Residential	\$3.00per outlet plus 10.00 per circuit
Nonresidential	3.00per outlet plus 10.00 per circuit

5. Elevator Permits:

Elevator	\$50.00
Escalator	50.00
Dumbwaiter	30.00
Movable stage or orchestra floor	50.00
Platform lift	50.00
Hinged platform lift	50.00

All existing elevators shall be inspected annually, at the cost of the property owner.

6. Permits For Tanks For Flammable Liquids:

Class 1 and 2 (1,000 gallon capacity)	\$50.00
Each 100 gallons or fraction thereof over 1,000	Add \$2.00
Class 3 and 4 (550 gallons or less)	\$40.00
Each additional 1,000 gallons or fraction thereof over 550	Add \$2.00

7. Other Permits Which May Require Plan Review Fee:

Fire protection systems, including, but not limited to, range hoods, sprinklers, alarms	\$ 50.00
Heating system/furnace	50.00
Residential air conditioner	50.00
Commercial conditioner	150.00

Building demolition:	
500 square feet or less	50.00
Over 500 square feet	100.00
Tank removal	100.00
Swimming pool:	
Aboveground	50.00
Inground	100.00
Fence	25.00
Deck	50.00
Satellite dish	50.00
Detached garage:	
Up to 800 square feet	100.00
Shed:	
100 to 800 square feet	50.00
Steam boiler	75.00
Incinerator (state approved):	
5 square feet or less	50.00
Each additional 5 square feet	5.00
Driveways/parking lots:	
Residential	25.00

Nonresidential	50.00
Other permits	50.00

8. Sign Permits: The erection, construction or alteration of any sign, or its advertising structure, marquee, canopy or awning, requires a sign permit based on the following schedule:

Nonilluminated signs (unless temporary) plus \$1.00 per square foot of gross surface area of each face thereof	\$100.00
Temporary signs	35.00
Marquees, canopies and awnings plus \$0.20 per square foot of gross surface area	20.00
Illuminated signs plus \$2.00 per square foot of gross surface area of each face thereof	200.00
Reface of existing sign	100.00
Permanent residential development sign as described in subsection 4-3-10(A)3 of this title	No charge

9. Other Fees:

Reinspection:	
First occurrence	\$ 80.00
Second occurrence	100.00-
Work started without permit	2 times standard fee
Final occupancy	\$ 50.00
Violation of building code:	
First offense	100.00
Subsequent offense	200.00
Elevator inspection	50.00

(C) Independent Inspectors: The city may, from time to time, hire an independent inspector to make inspections which cannot be performed by the staff building inspectors. The cost of said inspections shall be paid by the builder.

(D) Reinspections: Whenever a reinspection is required, due to inaccurate information or construction, an additional fee of eighty dollars (\$80.00) shall be charged for the first reinspection. A one hundred dollar (\$100.00) fee shall be charged for each additional reinspection after the first reinspection. This fee shall be payable prior to the reinspection being performed.

(E) Failure To Receive Required Inspection: If a builder fails to receive a required inspection and continues to work, there shall be a one hundred dollar (\$100.00) fee. A building inspector may require removal of any unauthorized work in order to adequately make a required inspection.

(F) Work Started Without A Permit: Whenever work for which a permit is required is commenced without a permit, the applicant shall pay the following additional fees:

Fifty dollars (\$50.00) for the first three thousand dollars (\$3,000.00) of construction cost, and twenty dollars (\$20.00) per one thousand dollars (\$1,000.00) of additional cost of construction in order to reimburse the city for clerical, inspection and other administrative expenses.

(G) Permit Pick Up: Building permits must be picked up within sixty (60) days of approval. If a permit is not picked up within sixty (60) days, it will become null and void and the applicant will be charged the applicable plan review fee.

(H) Temporary Certificate Of Occupancy (Valid For A Period Not To Exceed 120 Days):

Residential	\$100.00 plus cash bond for cost of outstanding work
Commercial	150.00 plus cash bond for cost of outstanding work

In addition, the seller/owner of any property for which a temporary certificate of occupancy is sought shall post the following sums to ensure the completion of incomplete items as follows:

Site grading	\$5,000.00
Sidewalk	15.00 per square foot
Concrete driveway approach/private driveway	15.00 per square foot
Asphalt driveway approach/private driveway	10.00 per square foot
Private landscaping	4,000.00
Public landscaping, infrastructure, storm sewer, storm sewer structure and water valves	3,000.00

Such sums shall be released upon the issuance of a final certificate of occupancy. In the event all or a portion of said work is not completed by the expiration of the prescribed period of not to exceed one hundred twenty (120) days, the city may, in its discretion, release such funds to the property owner or cause uncompleted work to be completed.

(I) Final Certificate Of Occupancy: \$50.00
(Ord. 0-11-07, 4-2-2007)

4-1-10-4: DUPAGE COUNTY FAIR SHARE TRANSPORTATION IMPACT FEE:

In addition to any other requirements of this code, no building permit or occupancy permit shall issue for improvements subject to the requirements of the DuPage County fair share transportation impact fee ordinance, county ordinance OTD-021-89, as said ordinance may be amended from time to time, until the applicant for such permit furnishes the city with a copy of a receipt of payment of DuPage County's impact fee. (Ord. 0-11-07, 4-2-2007)

4-1-10-5: REDUCED FEES WHEN APPLICATION MADE BY LOCAL GOVERNMENT BODY:

(A) Whenever a local governmental body (school district, library district, fire protection district, park district, community college district, county, forest preserve) makes application for work for which a permit fee is required pursuant to this title or any other title of this code, the permit fee will be reduced by a percentage equal to the percentage that such governmental body's taxable property, as determined by the most recent assessed valuation, is also taxable property within the city of Darien. For example, if ninety five percent (95%) of a local governmental body's assessed valuation is located within the city of Darien, then the permit fee shall be reduced by ninety five percent (95%).

(B) Local governmental permit applicants shall be required to pay or reimburse the city for any actual expenses (such as consultant plan review fees) incurred by the city as part of the city's permit application review.

(C) Local governmental permit applicants shall provide the city of Darien with sufficient information showing the assessed valuation calculation in order to have a permit fee reduction. (Ord. 0-54-07, 12-17-2007)

4-1-11: REMOVAL OF CERTAIN IMPROVEMENTS IN BUSINESS DISTRICTS:

4-1-11-1: REMOVAL OF PERSONAL PROPERTY:

Whenever any improved property located in one of the city's business districts has been out of operation for more than three (3) months, the owner of the property shall remove the following items of personal property therefrom:

(A) Freestanding signage;

(B) Canopies or canopy superstructures (specifically in the case of automobile service stations);

(C) Directional signage;

(D) Accessory structures, dumpsters;

(E) Gasoline pumps. (Ord. 0-36-06, 8-21-2006)

4-1-11-2: CONTACT PERSON; ADDITIONAL INFORMATION:

At the direction of the city the owner and/or authorized agent of any business referred to hereinabove shall provide the city with the following information:

- (A) Name, address, daytime and emergency phone number of responsible parties;
- (B) Good faith estimate of time building is expected to remain vacant;
- (C) Status of any compliance measures required by other governmental agencies, including, but not limited to, the Illinois environmental protection agency and Illinois state fire marshal office.

The information provided above shall be updated on a quarterly basis. (Ord. 0-36-06, 8-21-2006)

4-1-11-3: ONGOING MAINTENANCE:

The owner of any such abandoned building shall maintain landscaping on the grounds, including the parkway, in a reasonable condition, in compliance with all city ordinances regarding maintenance and outdoor landscaping. All buildings shall be secured. Debris, graffiti, abandoned vehicles, and garbage shall be removed from the property within forty eight (48) hours' notice by the city. (Ord. 0-36-06, 8-21-2006)

4-1-11-4: PENALTY; REMOVAL; LIEN:

Any owner of property who fails to remove the improvements identified herein within fourteen (14) days of notice from the city, and who fails to maintain the property in accordance with the provisions of this section 4-1-11 shall be subject to a fine of not less than one hundred dollars (\$100.00) and not more than seven hundred fifty dollars (\$750.00). Each day's violation shall be considered a separate offense. The city may enter upon the property to cause the removal of the structures which are maintained on such property in violation of this provision. In such case the city's costs, along with a reasonable administrative fee, shall operate as a lien against that property. In such case, the city administrator shall cause a notice of lien to be filed against the property in the office of the DuPage County recorder of deeds. (Ord. 0-36-06, 8-21-2006)

EXPLANATIONS

- A. Table R302.1(1) "Exterior Walls" deals with fire a required rating of a building's exterior wall based on its setback. This is a commercial requirement and will have a negative impact on detached accessory buildings, (ie sheds and detached garages).
- B. Per our conversation, the City of Darien currently has approximately 15 available open lots to build on. Also, given that fire sprinklers cost approximately \$3.00 a square foot and do no substantially lower homeowners insurance rates, it is our recommendation that this section be deleted.
- C. Section R320 deals with accessibility. The 1997 Illinois Handicap Accessibility Code is a State mandated code. Therefore, this Section is not applicable.
- D. Chapters 25-41: These Chapters are already covered in the National Electric Code and 2004 Illinois Plumbing Code.
- E. Amendments: Per our conversation, the Building Code does not need further sprinkling requirements. Table 503 and Chapter 9 provide sufficient sprinklering requirements.
- F. Dan, for any and all amendments, please contact Bob Morris.



FIRE SPRINKLER INITIATIVE
Bringing Safety Home



A PROJECT OF THE NATIONAL
FIRE PROTECTION ASSOCIATION

MYTHS VS. FACTS

When considering home fire sprinkler requirements for your community, it is important to address key myths often raised by sprinkler opponents. The fact is, because automatic sprinkler systems have been commonly used in structures for many years, the evidence is clear that such systems:

- Are a proven way to protect lives and property against fires.
- Respond quickly and effectively to the presence of a nearby fire.
- Function well, without creating problems for homeowners.

Model safety codes now require the use of automatic fire sprinklers in new one- and two-family homes. While public education has increased the number of residents who have voluntarily installed sprinkler systems in their homes, ***it is time to take public safety efforts a step further by requiring the life-saving protection of fire sprinklers in new homes.***

Following are a few of the myths along with the facts about home fire sprinklers.

Myth

"Home fire sprinklers are expensive and will make housing unaffordable, especially for first-time buyers moving to our area."

Fact

The fact is, home fire sprinklers are affordable. The Fire Protection Research Foundation recently issued the *Home Fire Sprinkler Cost Assessment* report, which revealed that the cost of installing home fire sprinklers averages \$1.61 per square foot for new construction.

To put the cost of a sprinkler system into perspective, many people pay similar amounts for carpet upgrades, a paving stone driveway, or a whirlpool bath.

Sales in many U.S. communities where sprinkler systems are available show that, not only are consumers requesting this feature, but also that houses with sprinkler systems are selling faster than those without.

Installing home fire sprinklers can help residents:

- Significantly reduce property loss in the event of fire
- Cut homeowner insurance premiums
- Help qualify home for a tax rebate
- Help support local fire service efforts



FIRE SPRINKLER INITIATIVE
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Myth

Why do we need sprinkler mandates when they can be installed in homes voluntarily?

Fact

Mandating sprinklers in new one- and two-family homes provides a greater overall level of safety in communities. By requiring these life-saving devices in new homes you are ensuring that a large number of residents can enjoy the same level of safety found in many offices, schools, apartments, and public buildings.

Beyond the life safety benefits of home sprinklers, there are other incentives for jurisdictions that mandate sprinklers in new homes. By mandating sprinkler requirements, cities and towns can reduce the strain on fire service personnel, limit damage to property, and help conserve municipal water resources by reducing the amount of water needed to fight fires (fire-fighting hoses use more than eight times the amount of water used by automatic fire sprinklers).

Myth

"Home fire sprinklers often leak or activate accidentally."

Fact

Home fire sprinkler systems are much like home plumbing systems – when installed and maintained properly, there is a very low risk of leaks. Each individual sprinkler is designed and calibrated to activate only when it senses a significant heat change, directing water to the area of the fire.

Over the last 50 years, records indicate the likelihood of leaks from automatic sprinkler systems is very remote.

Myth

"When a fire occurs, every sprinkler will activate and everything in the house will be ruined."

Fact

In the event of a fire, only the sprinkler closest to the fire will activate, spraying water directly on the fire, leaving the rest of the house dry and secure. Ninety percent of the time, fires are contained by the operation of just one sprinkler.



FIRE SPRINKLER INITIATIVE
Bringing Safety Home



Myth

"The water damage caused by the sprinkler system will be more extensive than fire damage."

Fact

Home fire sprinklers can significantly reduce property loss and damage due to a fire. The sprinkler will quickly control the heat and smoke from the fire, limiting damage to other areas of the house, giving residents valuable time to get out safely.

Any resulting water damage from the sprinkler will be much less severe than the damage caused by water from fire-fighting hose lines. On average, home fire sprinkler systems use about eight times less water than fire hoses.

Myth

"Home fire sprinkler systems are not practical in colder climates, as the pipes will freeze and cause water damage."

Fact

With proper installation, home sprinkler systems will not freeze in cold settings. NFPA13D sets forth guidelines on proper insulation to avoid pipes freezing. The Chicago area is a great example of a cold weather region where many jurisdictions have passed sprinkler mandates for new homes with limited to no problems with systems freezing.

Myth

"Home fire sprinkler systems are unattractive and will ruin the aesthetics of our residents' homes."

Fact

Actually, new home fire sprinkler models are very unobtrusive, can be mounted flush with walls or ceilings, and can be concealed behind decorative covers.

Myth

"Any time a smoke alarm goes off it will activate the home fire sprinklers."

Fact

This is incorrect. Each individual sprinkler is designed and calibrated to activate when it senses a significant heat change. They do not operate in response to smoke, burned toast, cooking vapors, steam, or an activating smoke alarm.



FIRE SPRINKLER INITIATIVE
Bringing Safety Home



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Myth

"A smoke alarm provides enough protection."

Fact

Smoke alarms alert occupants to the presence of danger, but do nothing to extinguish the fire. Home fire sprinkler systems respond quickly to reduce heat, flames, and smoke from a fire, giving residents valuable time to get out safely.

If you have a reported fire in your home, the risk of dying decreases by about 80 percent when sprinklers are present.



The Fire Sprinkler Initiative, a project of the National Fire Protection Association, is a nationwide effort to encourage the use of home fire sprinklers and the adoption of fire sprinkler requirements for new construction.

**Data referenced from NFPA, the Home Fire Sprinkler Coalition, and other sources.*



The Case for Fire Sprinklers in One- and Two-Family Dwellings

Maria Figueroa
Regional Director
Fire Prevention Field Office
Revised July 22, 2011

[This document provides testimony on the importance of home fire sprinklers and the cost and effectiveness of these systems in one- and two-family homes.]

THE CASE FOR HOME FIRE SPRINKLERS

The mission of the International nonprofit NFPA, established in 1896, is to reduce the worldwide burden of fire and other hazards on the quality of life by providing and advocating consensus codes and standards, research, training, and education. This document provides testimony on the importance of home fire sprinklers and the cost and effectiveness of these systems in one- and two-family homes.

THE U.S. FIRE PROBLEM

Fire in the home poses one of the biggest threats to the people of your community. Nearly 3,000 people per year die in U.S. home fires. Last year, 81% of people who died in fires, did so in one- and two-family homes. Firefighter deaths in these structures represent 78% as a percentage of all residential structures.

Those at greatest risk are:

- Older adults – over age 65
- Children – under 5 years old
- Persons with disabilities

These high risk groups may not be able to exit on their own, even with working smoke alarms. They may need the additional escape time provided by home fire sprinkler systems. NFPA 13D systems are designed to provide a ten minute escape time.

A fatal home fire impacts the entire community. It begins with grieving survivors, having to mourn the loss of loved ones. Burn injury survivors require lifelong support to recover from them, as found on the website of the [Phoenix Society for Burn Survivors](#). According to the [Burn Survivor Resource Center](#); "burns are one of the most expensive catastrophic injuries to treat. For example, a burn of 30% of total body area can cost as much as \$200,000 in initial hospitalization costs and for physicians' fees. For extensive burns, there are additional significant costs which will include costs for repeat admission for reconstruction and for rehabilitation." Homes sustaining extensive fire damage will have to be demolished and will remain off the tax rolls for some time, impacting community revenue. The long term effects of home fire burn injuries and the impact of home fires on the community must be included in the home fire sprinkler debate.

THE NATIONAL CONSENSUS IS IN FAVOR OF HOME FIRE SPRINKLERS

All model safety codes now require the use of home fire sprinklers in new one- and two-family homes. This occurred through a process properly vetted by both private and public concerns and not influenced by any single special interest group. These are minimum standards of safety to protect the people in their homes. NFPA is against any proposal that removes this requirement from the code, thus reducing the established minimum standards of life safety in one- and two-family homes. Amending the requirement out of the code equates substandard housing.

The matter of choice

Building, fire, and life safety codes must always be guided by minimum codes and policy decisions and are not a matter of consumer choice. These safety standards are always included in the fixed costs of homes, cars, etc. Only the original buyers of "custom homes" will be able to make the choice. Buyers of "spec" homes and existing homes will be deprived of the ability to make that choice. Requiring home fire sprinklers protects the housing stock for the next 75-100 years

SMOKE ALARMS AND SPRINKLERS BOTH SAVE LIVES FROM FIRE

Home fire sprinklers are a proven way to protect lives and property against fires at home. These life-safety systems respond quickly and effectively to the presence of a nearby fire. When sprinklers

are present, they save lives. Sprinkler systems provide additional benefits, on top of the benefits already provided by smoke alarms.

- Working smoke alarms cut the risk of dying in a home fire by 50 percent.
- If you have a reported fire in your home, the risk of dying decreases by about 80 percent when sprinklers are present.

Percentages of survival and death

You will hear sprinkler opponents using a statistic of 99.4% to illustrate the effectiveness of smoke alarms in reducing home fire deaths. This NFPA statistic is based on the total number of fires, the vast majority of which are not fatal. Does that mean 3,000 deaths every year are acceptable? Most people would say no. It is similar to saying that because the survivability of motor vehicle crashes is also around 99.4%, that we should not look for ways to improve highway safety. Smoke alarms and fire sprinklers provide the required level of fire safety in the home, just as seat belts and airbags do so in cars.

SPRINKLERS DO MORE THAN SAVE LIVES

Home fire sprinklers protect property

"Saving lives" means more than just preventing deaths. Just as there is no other fire safety technology or programs that produce as great a reduction in risk of death as sprinklers, there also is no other fire safety technology or program that produces as great a reduction in property loss per fire as sprinklers.

- People in homes with sprinklers are protected against significant property loss – sprinklers reduce the average property loss by 71% per home fire.

Home fire sprinklers are good for the environment

The findings of a groundbreaking study, made possible through a collaborative effort of FM Global and the Home Fire Sprinkler Coalition, titled *The Environmental Impact of Automatic Fire Sprinklers*, released in March 2010 found that fire sprinklers:

- Reduce greenhouse gases by 98%
- Reduce fire damage by up to 97%
- Reduce water usage to fight a home fire by upwards of 90%
- Reduce the amount of water pollution released into the environment
- Reduce debris to landfills

EFFECTIVENESS AND RELIABILITY OF FIRE SPRINKLERS

Home sprinkler systems respond quickly to reduce the heat, flames, and smoke from a fire, giving families valuable time to get to safety.

- Roughly 90% of the time, fires are contained by the operation of just one sprinkler.
- Each individual sprinkler is designed and calibrated to go off when it senses a significant heat change.
- Only the sprinkler closest to the fire will activate, spraying water directly on the fire.

It is important to recognize that home fire sprinkler systems are designed to activate to the heat of a fire that grows large enough for the temperature to reach 135°-160°F. They are not activated by smoke, nor should they be. In home fires deemed large enough to activate an operational sprinkler, wet-pipe sprinklers operated *and* were effective in 98% of reported fires.

INSPECTION AND MAINTENANCE

The installer must provide the owner/occupant instructions on inspecting, testing, and maintaining the system.

NFPA 13D systems do not require the use of professional inspection services. A recommended inspection and testing program includes the following:

1. Monthly inspection of all valves to ensure that they are open
2. Monthly inspection of tanks, if present to confirm they are full
3. Monthly testing of pumps, if present to make sure they operate properly
4. Testing of waterflow devices, when provided, every 6 months
5. Ongoing visual inspection of all sprinklers to make sure they are not obstructed and decorations or other items are not hung from them
6. Special attention should be paid to ensure that sprinklers are not painted. When painting is occurring in the vicinity of the sprinklers, they should be protected by covering them with a bag, which should be removed immediately after painting is finished.

NFPA 13D 2010 TIA 10-2, effective on March 21, 2011 mandates additional testing and maintenance of antifreeze systems:

- 4.1.4.1.4 A tag shall be attached to the riser indicating the date the antifreeze solution was tested. The tag shall also indicate the type and concentration of antifreeze solution (by volume) with which the system is filled, the date the antifreeze was replaced (if applicable), the name of the contractor that tested and/or replaced the antifreeze solution, the contractor's license number, a statement indicating if the entire system was drained and replaced with antifreeze, and a warning to test the concentration of the antifreeze solutions at yearly intervals per NFPA 13D.

TIA 10-2 is available here: <http://www.nfpa.org/Assets/files/AboutTheCodes/13D/TIA13D-10-2.pdf>

NFPA 13D multipurpose piping systems do not require testable backflow preventers. When backflow preventers are required by the jurisdiction, a yearly inspection performed by a professional is necessary.

NEWER HOMES AND FIRE

Opponents of residential fire sprinkler systems like to boast that newer homes are safer homes and that the fire and death problem is limited to older homes. Age of housing is a poor predictor of fire death rates. When older housing is associated with higher rates, it usually is because older housing tends to have a disproportionate share of poorer, less educated households. Statistically, the only fire safety issue that is relevant to the age of the home is outdated electrical wiring. Beyond that, age of the home has little to nothing to do with fire safety.

In fact, new methods of construction negatively impact occupant and firefighter life safety under fire conditions. The National Research Council of Canada (NRC) tested the performance of unprotected

floor assemblies exposed to fire. The findings of the study, *The Performance of Unprotected Floor Assemblies in Basement Fire Scenarios* assert that these structures are prone to catastrophic collapse as early as six minutes from the onset of fire.

In 2008, Underwriters Laboratories® (UL) conducted a study to identify the danger to firefighters created by the use of lightweight wood trusses and engineered lumber in residential roof and floor designs. The findings of the report, *Structural Stability of Engineered Lumber in Fire Conditions*, point to the failure of lightweight engineered wood systems when exposed to fire. Firefighters expecting thirty minutes of structural integrity with dimensional wood structures face higher peril in lightweight structures.

The same UL study found that the synthetic construction of today's home furnishings add to the increased risk by providing a greater fuel load. Larger homes, open spaces, increased fuel loads, void spaces, and changing building materials contribute to:

- Faster fire propagation
- Shorter time to flashover
- Rapid changes in fire dynamics
- Shorter escape time
- Shorter time to collapse

In May, 2011 the NRC released Research Report IRC-RR-307 Performance of Protected Ceiling/Floor Assemblies and Impact on Tenability with A Basement Fire Scenario [Phase II (PII)]. In addition to testing the structural integrity of engineered wood assemblies under fire conditions, both phases of the study also tested smoke alarm performance, fire development, sequence of events, and tenability, in relation to evacuation of occupants.

The results of the NRC research projects are considered critically important due to the perceived notion by numerous stakeholders (including some in the fire service) that protection of engineered floor assemblies constitutes equivalency to fire sprinklers.

Protection of engineered floor assemblies is included in the 2012 IRC. This requirement in the model code is in addition to the requirement of fire sprinkler installation in the dwelling. There are very good reasons for this; protection of engineered floor assemblies, while extending the time to structural instability and collapse under fire conditions, does nothing to prevent the fire from growing or to become deadly for occupants and responding fire crews; as supported by this NRC report

Although passive protection of solid-sawn wood joists, wood I-joists, steel c-joists, metal web trusses with gypsum board increases structural stability for longer time periods, the structures always failed and collapsed after a certain time during the experiments. The same applies to suspended ceilings. Most importantly, the structural failure of the test assembly occurred well after the untenable conditions were reached.

The test assemblies protected by residential fire sprinklers did not fail or collapse. Conditions that would cause incapacitation did not exist, or were quickly reversed by sprinkler activation. Tenable conditions remained throughout the structure.

Passive protection of engineered wood assemblies by gypsum and suspended ceilings will do little to increase life safety in the event of fire in the home, especially for susceptible (high risk) persons. These high risk groups; young children, adults older than 65 and disabled persons are disproportionately incapacitated earlier in fire events by FED values reached when structures are not protected by fire sprinklers. Fire sprinklers can offset the increased dangers posed by lightweight construction and create a safer fire environment for occupants and firefighters to operate in.

THE COST OF NFPA 13D SPRINKLER SYSTEMS

The Fire Protection Research Foundations' *Home Fire Sprinkler Cost Assessment* report revealed that the cost of installing home fire sprinklers averages \$1.61 per square sprinklered foot (SF) for new construction. The data included in the report also reflects the sprinkler system bid price plus all associated costs for the system which were not included in the bid, such as; permit fees, increase in water service line, and increase in tap fee. When credits/incentives are applied the cost is reduced to \$1.49 SF. These credits/incentives include; wider spacing of fire hydrants, narrower road widths, reduced water main sizes, number of neighborhood exits, and water meter development charge credit. To put the cost of a sprinkler system into perspective, many people pay similar amounts for carpet upgrades, granite countertops, paving a stone driveway, or a whirlpool bath.

INCENTIVES TO OFFSET COSTS

Most recently, the Fire Protection Research Foundation released the *Incentives for the Use of Residential Fire Sprinkler Systems in U.S. Communities* report revealing that typical incentives offered by communities may offset up to one-third of the cost of home fire sprinkler systems.

HOUSING COST AND SUPPLY IMPACT

In a recently released study, *Comparative Analysis of Housing Cost and Supply Impacts of Sprinkler Ordinances at the Community Level*, conducted by Newport Partners for NFPA, it is reported that: "...analysis did not reveal that the enactment of sprinkler ordinances caused any detrimental effects on housing supply and costs." The report clearly indicates there is no merit to the claim that a residential sprinkler requirement creates an unfair market advantage for an area that does not have a requirement, as claimed by sprinkler opponents.

INTEGRATION OF RESIDENTIAL SPRINKLERS WITH WATER SUPPLY SYSTEMS

NFPA 13D requires only the standard operating water pressure of the domestic plumbing system. Most domestic water supply systems are able to manage the operating pressure demands of a home fire sprinkler system.

The *Integration of Residential Sprinklers with Water Supply Systems* study conducted by Newport Partners for NFPA addressed the requirement of local water purveyors and building departments in twenty communities, and its impact on system design, operation, cost, and maintenance.

Key findings of the study follow:

- Majority did not experience water meter cost increase
- 90% experienced no increase in service fees
- Domestic water consumption rates did not increase
- Majority did not see an increase in tapping fees

The study concluded that communities integrating residential fire sprinklers with water supply systems employ practical solutions that satisfy the needs of builders, water purveyors, and the fire service.

On site water supply

Well systems can be set up to effectively address a fire protection application. Generally speaking, they are set up at the inception of the home building process and a larger well pump is usually installed along with larger expansion tanks. Homes on well water most likely will need a pump to serve the domestic water supply. The cost associated with providing additional pressure to run the fire sprinkler system may simply be the difference between the regular pump the homeowner must install to obtain the necessary pressure for domestic use, and a higher flow pump, or a booster pump and tank. The expansion tanks are sized to pick up the difference between the well capacity and demand so they are not necessarily large. To meet the requirements of NFPA 13D, many installations have been done using this method, effectively and cost competitively.

WATER CONSERVATION

A recent study, *Residential Fire Sprinklers – Water Usage and Water Meter Performance*, evaluated total water usage during sprinkler activation at a fire scene (fire flow) in comparison to water usage by the fire service performing extinguishment operations in non-sprinklered homes. The study revealed that, assuming ten minutes of operation, a home fire sprinkler system could discharge up to 280 gallons of water per fire. By comparison, the average water discharged at a home fire without a fire sprinkler system averaged 2,935 gallons. Water infrastructure demand is reduced at least 47% when the homes within a community are protected by fire sprinkler systems

This study also evaluated water meter performance during typical sprinkler actuation. All water meters exhibited metering accuracy within the industry standards at flow conditions up to approximately 150% of their normal operating range. The pressure loss profiles from these meters was less than or similar to the generic NFPA 13D suggested values at the respective flow rates.

HOMEOWNER INSURANCE ISSUES

ISO Fact Sheet

ISO, an independent statistical, rating, and advisory organization that serves the property/casualty insurance industry and the leading supplier of underwriting information, advisory loss costs, supplementary rating information, and standardized policy information language to insurers in all fifty states and the District of Columbia offers the following advisory on its *ISO Fact Sheet*:

Premium discounts

The ISO provides premium credits for installation of fire sprinkler protection up to a maximum of:

- 13% for full sprinkler protection that includes all areas of a home, including attics, bathrooms, closets, and attached structures;
- 8% for fire sprinkler protection of all areas of a home excluding the attic, bathrooms, closets, and attached structures as long as fire detection equipment is installed in those areas where sprinklers are omitted;

Individual insurer programs may provide different credits. The cost assessment report found insurance discounts ranging from 0% to 12%, with an average of 7%.

Sprinkler leakage coverage

The presence of a residential sprinkler system may raise concern about the risk of accidental water leakage from the system. ISO's standard Homeowners policy forms provide coverage for "...accidental discharge or overflow of water...from within a...fire protective sprinkler system...". This coverage is included in the basic policy. There is no extra charge for this coverage. Also, coverage is provided for water damage related to the suppression or extinguishment of a covered fire. Individual insurer programs may provide variations to this coverage.

Building Code Effectiveness Grading Schedule (BCEGS®)

The ISO Building Code Effectiveness Grading Schedule (BCEGS®) is used to review public building code enforcement agencies and to develop a classification that is provided as advisory information to insurers who may use it for insurance underwriting and rating.

POSSIBLE IMPACT OF AMMENDING THE SPRINKLER REQUIREMENT FROM THE CODE

If the requirement for automatic fire sprinkler protection of residential dwellings was removed by legislation or local ordinance, BCEGS would not provide full recognition for adoption of code without amendments. *A building code enforcement agency that adopted a code with amendments that weaken hazard mitigation issues, as defined in the model codes and referenced standards, would*

not receive maximum recognition for code adoption. This statement is vitally important to the debate over one- in two family dwelling fire sprinklers.

The National Flood Insurance Program's (NFIP) *Community Rating System (CRS)* is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. FEMA and the Insurance industry look for uniformity in code adoption because the code development process takes into account the total effect of all relevant factors. Amendments to the code affect the structural integrity of the entire code document. In this case, the penalty can have devastating effects.

The table below shows the credit points earned, classification awarded, and premium reductions

Credit Points	Class	Premium Reduction
4,500+	1	45%
4,000 – 4,499	2	40%
3,500 – 3,999	3	35%
3,000 – 3,499	4	30%
2,500 – 2,999	5	25%
2,000 – 2,499	6	20%
1,500 – 1,999	7	15%
1,000 – 1,499	8	10%
500 – 999	9	5%
0 – 499	10	0

given for communities in the NFIP CRS. As you will note, every change in Community Classification results in a 5% change in flood insurance premium.

The following is from the FEMA/NFIP classification system manual:

b. Class 7 Prerequisite:

In addition to having sufficient points, in order to be a Class 7 or better, a community must have received a classification of 6/6 or better under the Building Code Effectiveness Grading Schedule (BCEGS). Both BCEGS classifications (residential/personal and commercial) must be a class 6 or better (emphasis added).

c. Class 4 Prerequisite: In order to be a Class 4 or better, a community MUST:

- Have received a classification of 5/5 or better under the BCEGS.*

The BCEGS penalty, although small (about 4%), can mean the difference between one class and the next-better class. The CRS Eligible Communities table contains the rating of each of the eligible communities. The economic impact on communities with a five or six rating is greater, should their

rating class change. The communities, the fire departments, and the insurance-buying homeowners of have potentially millions of dollars riding on this decision.

HOME FIRE SPRINKLER REQUIREMENTS – IMPACT ON FIRE SERVICE

Requiring fire sprinklers in new homes helps fire service efforts. Adopting home fire sprinkler requirements have allowed the fire service to keep up with growth, and to continue to provide an appropriate level of service, which many times translate into savings for a community.

CONCLUSION

This commentary summarizes various aspects of the cost impact and effectiveness of home fire sprinkler systems as it relates to communities adopting these requirements nationwide. Extensive research shows that adopting one- and two-family dwelling requirements is vital to communities in order to reduce and mitigate risks, and to reduce the loss of life and property caused by home fires

RESIDENTIAL FIRE SPRINKLERS

Everything You Need To Know About Installing Fire Sprinklers In Your New Home



Why Do I Need Fire Sprinklers In My Home?

About 85% of the 3,010 fire deaths recorded in 2009 in the United States occurred in homes.* Fire sprinklers provide the ultimate protection from fire for your property and your family. Fire sprinklers will extinguish a typical residential fire in less than one minute to dramatically improve survival rates.

Why Are Fire Sprinklers Important For Life Safety?

Fire sprinklers do not rely upon human factors such as familiarity with escape routes or emergency assistance. They go to work immediately to reduce the danger. Fire sprinklers prevent the fast-developing fires of intense heat (flashover) that are capable of trapping and killing the occupants of a home.

How Do Fire Sprinklers Operate?

Fire sprinklers are individually heat-activated and connected to a network of plastic Chlorinated Polyvinyl Chloride (CPVC), copper or steel pipe containing water under pressure. It takes the heat from a fire, reaching between 135°-175°F, to activate the fusible link or glass bulb in the sprinkler. Only the fire sprinkler over the fire will activate, thereby releasing water over the source of the heat.



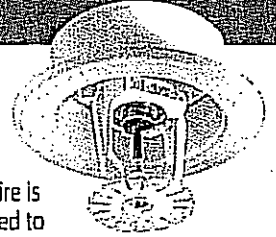
Won't Fire Sprinklers Look Strange In My House?

No. Due to advances in technology, fire sprinklers look better than ever, if you can even see them at all. Fire sprinklers can be concealed behind ceiling plates and out of sight until needed to extinguish a fire. They are available in a wide range of sizes and colors to blend into the background of almost any room.

*NFPA's "Fire Loss in the U.S. 2009" Report (August 2010)

What About Water Usage?

In the case of a fire, fire sprinklers discharge only a fraction of the water that firefighters' hoses do. During a fire, only the fire sprinkler closest to the fire is activated, limiting the total amount of water needed to suppress a fire. One residential fire sprinkler releases only 10-26 gallons of water per minute.



How Effective Are Fire Sprinklers?

Communities with fire codes that require fire sprinkler systems are enthusiastic about their accomplishments. Prince George's County in Maryland has required fire sprinklers in all new homes since 1992 and did not report a single fire death in a fire sprinklered home during its 15-year study ending in 2007. During that time, the average loss to a home that did not have a residential fire sprinkler system installed was \$9,983, if no fatalities were recorded. When a fatality was involved in an unsprinklered home, the loss was much greater, averaging out to \$49,503. The average loss for a home protected by fire sprinklers was only \$4,883. Having fire sprinklers cut the property loss by almost one-half. Hundreds of communities across the country require fire sprinklers in all new homes and are experiencing similar results.

What Is An NFPA 13D System?

The fire sprinkler system is installed according to the national standard NFPA 13D, set by the National Fire Protection Association. It is intended to prevent injury, loss of life and property damage. The system is designed to quickly provide water on a fire in its initial stage of development, which keeps the fire from spreading, preventing flashover and giving residents the necessary time to escape. NFPA 13D requires fire sprinklers only in living areas, not in smaller bathrooms or closets, pantries, garages or carports, attached open-structures, attics and other concealed non-living spaces.

Do Fire Departments Support Home Fire Sprinklers?

Absolutely. Firefighters are some of the biggest proponents of home fire sprinklers. We encourage you to ask your local fire chief about the importance of fire sprinklers. The 15th recommendation of the 16 Firefighter Life Safety Initiatives set by the National Fallen Firefighters Foundation's Everyone Goes Home campaign states that "advocacy must be strengthened for the enforcement of codes and the installation of home fire sprinklers."



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FOR MORE INFO GO TO:



Home Fire Sprinkler

COALITION
Protect What You Value Most™

HomeFireSprinkler.org



Northern Illinois
Fire Sprinkler
Advisory Board

FireSprinklerAssoc.org



FIRE SPRINKLER INITIATIVE
Bringing Safety Home

THE FIRE SPRINKLER INITIATIVE IS A PROJECT
OF THE NATIONAL FIRE PROTECTION ASSOCIATION

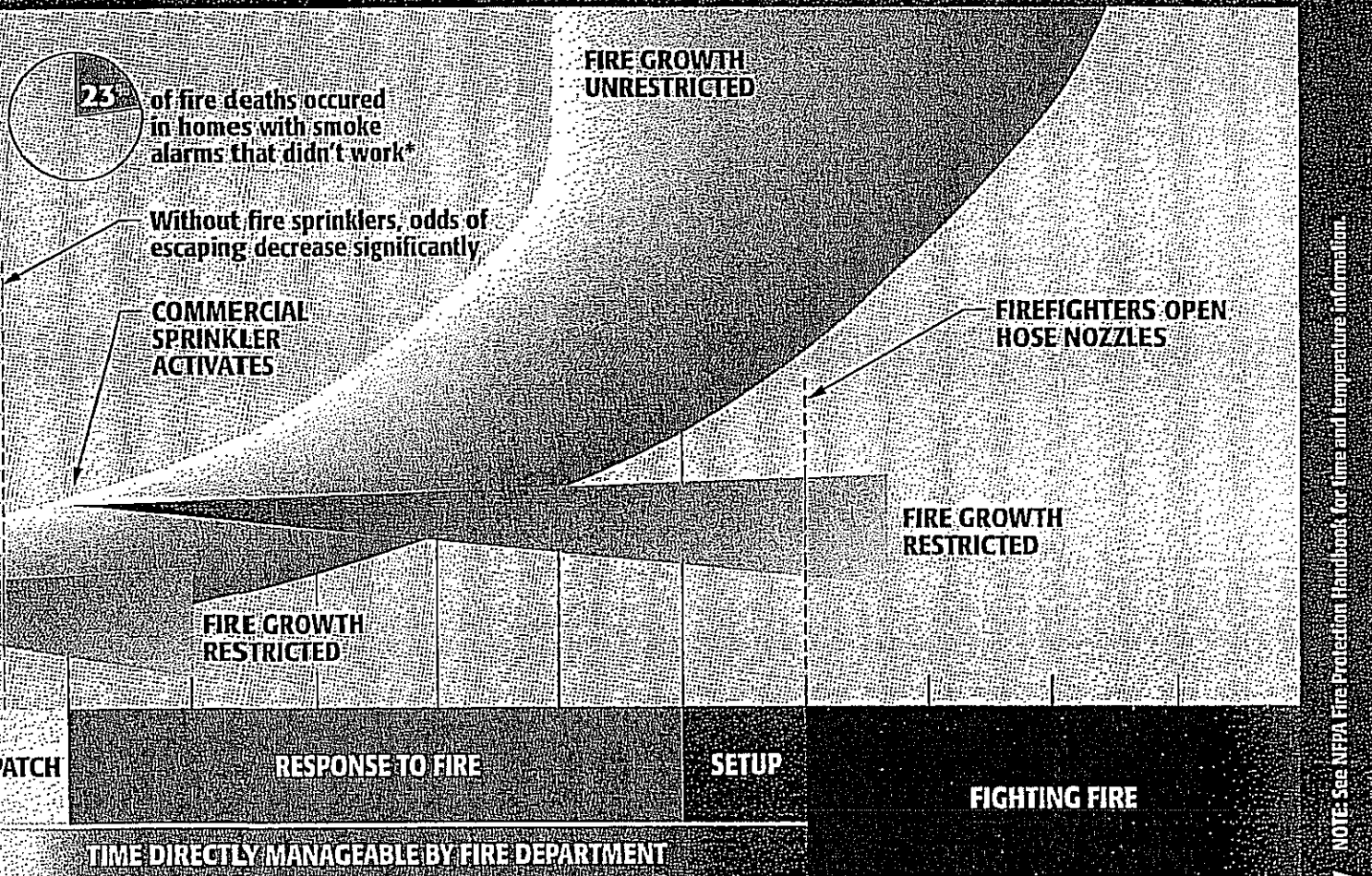
FireSprinklerInitiative.org



PRODUCTS of COMBUSTION

FLASHOVER

No one survives flashover



23% of fire deaths occurred in homes with smoke alarms that didn't work*

Without fire sprinklers, odds of escaping decrease significantly

COMMERCIAL SPRINKLER ACTIVATES

FIREFIGHTERS OPEN HOSE NOZZLES

FIRE GROWTH UNRESTRICTED

FIRE GROWTH RESTRICTED

FIRE GROWTH RESTRICTED

RESPONSE TO FIRE

SETUP

FIGHTING FIRE

TIME DIRECTLY MANAGEABLE BY FIRE DEPARTMENT

4 5 6 7 8 9 10 **TIME (in minutes)**

Based upon national averages

NOTE: See NFPA Fire Protection Handbook for time and temperature information.

**NORTHERN ILLINOIS
FIRE INSPECTORS
ASSOCIATION**

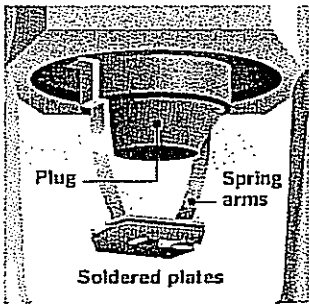
Home Fire Sprinkler
0-7-0-A-S-L-N-E-T-I-O-N
 Protect What You Value Most
HomeFireSprinkler.org

**Northern Illinois
Fire Sprinkler
Advisory Board**
FireSprinklerAssoc.org

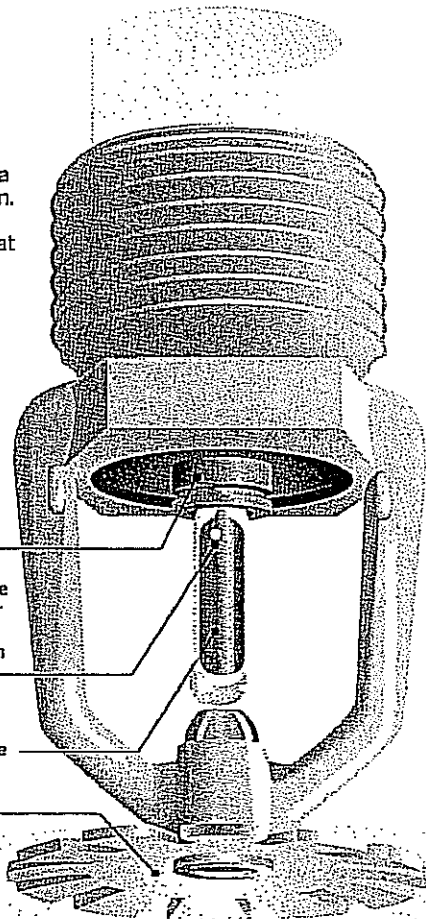
How fire sprinklers work

1 The typical sprinkler head consists of a plug held in place by a trigger mechanism. The most common type of trigger is a glass ampule filled with a glycerin-based liquid that expands when heated.

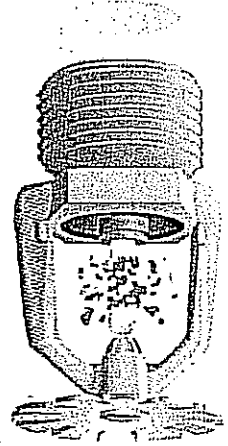
A less commonly used type of trigger consists of two metal plates held together by a solder point. When the solder melts, two spring arms pull the plates apart, releasing the plug.



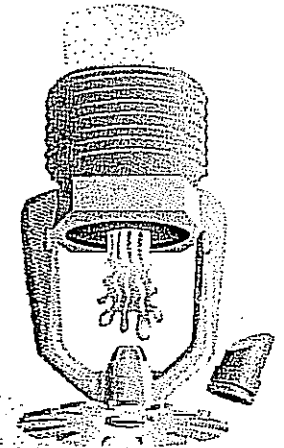
Plug
Air bubble allows for normal expansion of liquid
Vacuum-sealed glass tube
Deflector plate



2 This liquid is designed to expand and break the tube at a certain temperature. The most common are designed to break at 155 degrees. In the average sized room, a 5mm diameter ampule will usually break in about one to one and a half minutes from contact with a heat source. Ampules as thin as 1mm are manufactured for a faster response time.

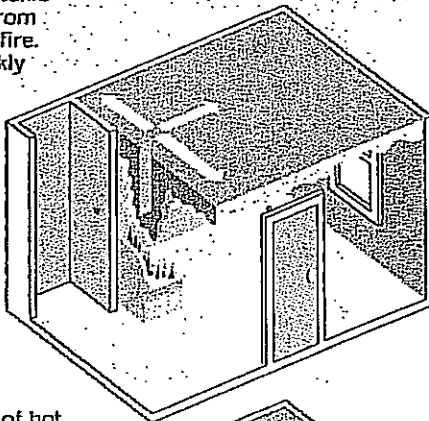


3 The plug is forced out by the pressurized water behind it and deflected away by a beveled edge. The water sprays over the deflector plate which is designed to distribute it in an even pattern. Water will continue to flow until the main valve is shut off.

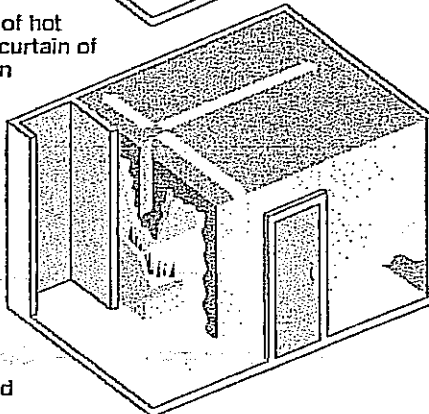


How an uncontrolled fire spreads

1 Smoke and toxic gases rise from the source of the fire. They spread quickly along the ceiling and heat the air in the room.

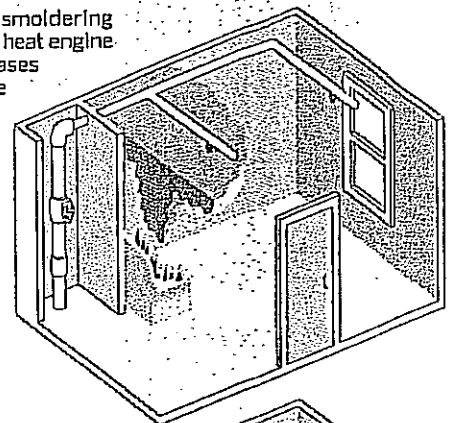


2 The current of hot air forces a curtain of deadly gases down the walls, making escape more difficult. In a few minutes the air will become so hot that the entire contents of the room will ignite spontaneously. This is known as flashover and usually occurs between 1,000 and 1,500 degrees.

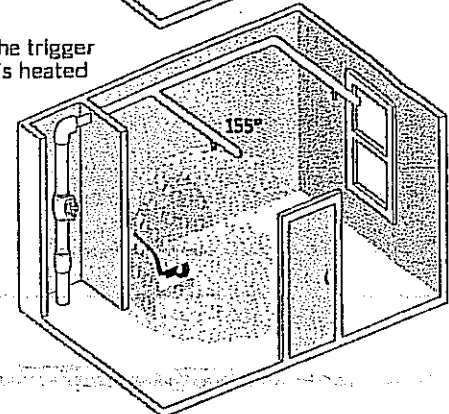


How a sprinkler system puts the fire out

1 Even a small smoldering fire acts like a heat engine as it steadily increases the air temperature directly above it. The hot air fans out across the ceiling, heating up the nearest sprinkler head.



2 As soon as the trigger mechanism is heated to the required temperature, it trips and the water is released. The immediate cooling of the heat source usually prevents other sprinkler heads from activating. Often, one or two sprinkler heads are enough to control a fire.



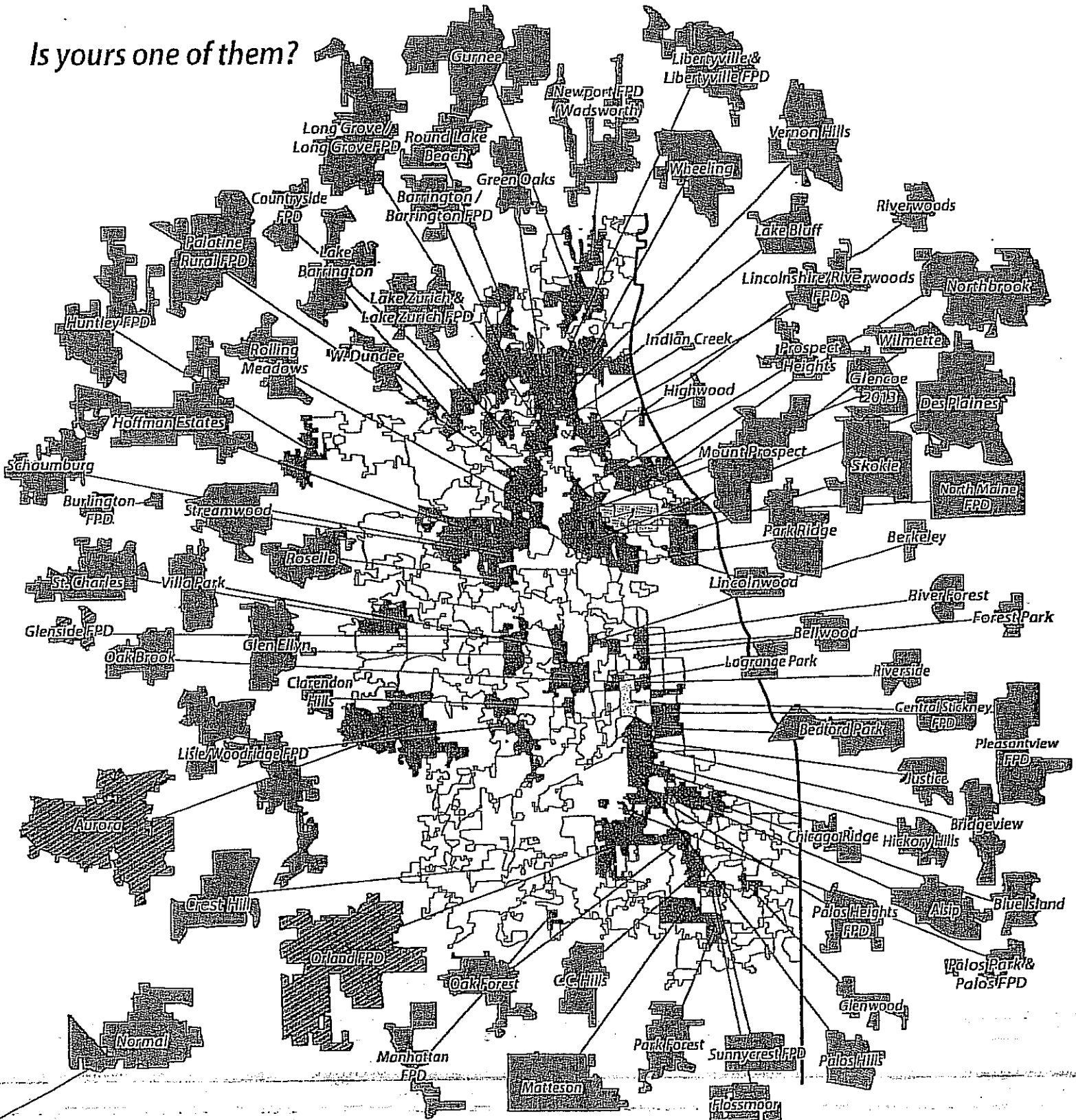
MUNICIPALITIES/DISTRICTS WITH SINGLE-FAMILY HOME RESIDENTIAL
FIRE SPRINKLERS ORDINANCES FOLLOWING NFPA 13D

No.	CITY	DATE	COMMERCIAL/RESIDENTIAL SQUARE FEET
1	Long Grove (Municipality)	April, 1988	0/13D
2	Barrington Fire Protection District	September, 1997	0/13D
3	Lake Barrington	December, 1997	0/13D
4	Wheeling	July, 2000	0/13D plus manufactured homes
5	Clarendon Hills	August, 2000	2000/13D
6	Village of Barrington	December, 2000	0/13D
7	Park Ridge	March, 2001	0/13D
8	West Dundee	August, 2001	4,000/13D - all 1-2 family new con.
9	Glenside	2001	13D/3,000 square feet
10	Hoffman Estates	January, 2002	1,000 for all use groups & 13 D
11	Glen Ellyn	March, 2002	0/13D
12	Round Lake Beach	March, 2002	0/13D
13	Streamwood	June, 2002	1,000 Commercial/13D
14	LaGrange Park	Aug-03	0/A, E, H, I R1, R2; 2,000/13D
15	Mount Prospect	June, 2003	0/13D + condo conversions & mfg. homes
16	Berkeley	November, 2003	A.E.H.P.R.S - 0/13D / M.B.I - 3000
17	Rolling Meadows	2003	4,000 square feet
18	Vernon Hills	2003	1,000 square feet/13D Lightweight Construction
19	Maitson Fire Department	January, 2004	0/13D
20	Countryside Fire Protection District	March, 2004	0/13D
21	Huntley Fire Protection District	July, 2004	0/13D
22	North Maine Fire Protection District	July, 2004	0/13D
23	Indian Creek (Countryside FPD)	Feb-04	0/13D
24	Skokie	October, 2004	5,000/13D
25	Long Grove Fire Protection District	November, 2004	13D
26	Hickory Hills	January, 2005	0/13D/multi-family retrofit
27	Justice	February, 2005	0/13D
28	Des Plaines	March, 2005	0/13D
29	Libertyville (Municipality)	March, 2005	1,000/13D
30	Sunnycrest FPD (Flossmoor)	January, 2005	13D
31	Bedford Park Fire Department	July, 2005	0/13D
32	Roselle	Dec-08	13D
33	St. Charles/Countryside FPD	August, 2005	On Hold
34	Oak Forest	August, 2005	0/13D/ +50% Commercial
35	Lincolnwood	October, 2005	5,000/13D
36	Libertyville Fire Protection District	November, 2005	0/13D
37	Bridgeview	November, 2005	0/13D, mfg homes,
38	River Forest	March, 2006	5000/13D + 50 % single-family
39	Glenwood	June, 2006	0/13D + 50% assessed valuation retrofit/ownership changes
40	Palos Hills	August, 2006	0/13D/ Apartment to Condo
41	Villa Park	August/October, 2006	1,500/13D
42	Prospect Heights	December, 2006	0/13D
43	Northbrook	February, 2007	5,000/13D plus Townhomes
44	Bellwood	January, 2007	0/13D + 50% Retrofit Apartment to Condo
45	Lake Bluff	March, 2007	0/13D, 75% Additions
46	Lake Zurich Rural Fire Protection District	April, 2007	13D
47	Lincolnshire/Riverwoods Fire Protection District	May, 2007	13D
48	Orland FPD	2007	Unincorporated No Water Supply, 5,000
49	Highwood	August, 2007	0/13D
50	Lisle-Woodridge FPD	October, 2007	5,000 sq. ft.
51	Alsip	October, 2007	0/13D
52	Palatine Rural FPD	November, 2007	0/13D
53	Chicago Ridge	December, 2007	0/13D
54	Pleasantview FPD	January, 2008	Single exit subdivision
55	Country Club Hills	January, 2008	0/13D
56	Park Forest	September, 2008	0-13D
57	Newport Township FPD (Wadsworth)	January, 2009	0/13D
58	Green Oaks	February, 2009	13D
59	Riverside	March, 2009	13D
60	Palos Heights FPD	June, 2009	13D
61	Lake Zurich	September, 2009	13D
62	Palos Fire Protection District	October, 2009	13D/5,000†
63	Crest Hill	December, 2009	0 sqft commercial/ all 13D
64	Normal	January, 2010	13D
65	Burlington Fire Protection District	April, 2010	13D
66	Riverwoods	April, 2010	13D
67	Wilmette	May, 2010	13D/Lightweight Construction
68	Aurora	May, 2010	13D/5,000†
69	Forest Park	May, 2010	0 Sq Ft / 13D
70	St Charles	July, 2010	13D effective 2012
71	Oak Brook	January, 2011	13D
72	Palos Park	March, 2011	NFPA 13D, 5,000†
73	Schaumburg	May, 2011	13D, 1,000 Sq Ft. High Rise Retrofit, Apartment to Condo
74	Central Sikekney FPD	June, 2011	0/13D, 2009 IFC with Amendments
75	Glencoe	Jan., 2012	0 sq. ft./13D
76	Flossmoor	March, 2012	13D
77	Manhattan FPD	April, 2012	13D
78	Gurnee	June, 2012	0/13D, 2012 IRC

Residential Fire Sprinklers Save Lives

Seventy-eight jurisdictions and fire districts in Illinois have adopted progressive residential fire sprinkler ordinances for single-family homes.

Is yours one of them?



THE SPRINKLER INITIATIVE
Bringing Safety Home
www.firestopinitiative.com





Changes Regarding the Use of Antifreeze in Sprinkler Systems

FSCI

Updated NFPA Requirements for Antifreeze in Fire Sprinkler Systems - April 5, 2011

The previous TIAs that were issued in August 2010, are no longer in effect with new TIAs issued in April 2011, replacing the complete prohibition on the use of antifreeze in the dwelling unit portions of new sprinkler systems. TIA Nos. 1015, 1012 and 1013 limit the antifreeze solutions used in sprinkler systems to the following:

- 1) Manufacturer pre-mixed antifreeze solutions only
- 2) Specified volume concentrations based on the types of permitted solutions

The following summary does not include all the details or provisions of the sprinkler standards, but rather highlights the changes to the use of antifreeze in fire sprinkler systems.

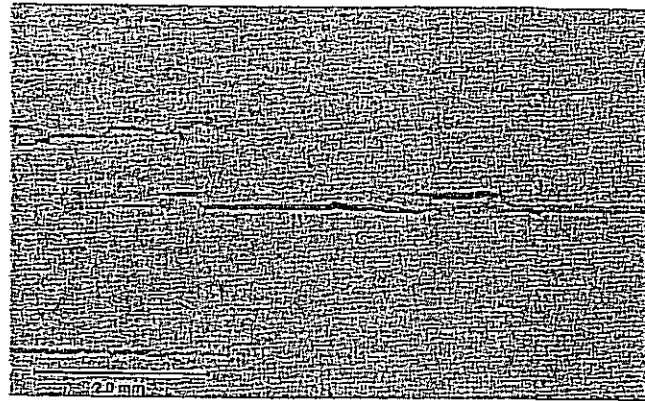
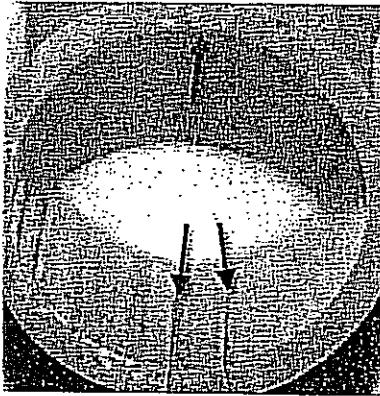
NFPA 13D - Summary of Changes for New Sprinkler Systems Containing Antifreeze

- ♦ New systems are required to use only factory premixed antifreeze solutions.
- ♦ The maximum allowable concentration of glycerin for a new system is 48% by volume.
- ♦ The maximum allowable concentration of propylene glycol for a new system is 38% by volume.
- ♦ New systems, once installed, must be annually tested in the manner required for existing systems, summarized below.

NFPA 13D - Summary of Changes for Existing Sprinkler Systems Containing Antifreeze

- ♦ NFPA13D systems must be tested annually using one of two testing alternatives:
 - ◊ Drain the system and take two solution samples, one near the beginning and one near the end of the draining process.
 - ◊ Take two solution samples, one at the highest practical elevation and one at the lowest practical elevation of the system.
- ♦ The two samples are tested to verify the specific gravity of both. If the specific gravity of both samples is similar and if the system is found to contain factory premixed antifreeze solutions of either glycerin at a maximum concentration of 50% by volume or propylene glycol at a maximum concentration of 40% by volume, then the existing solution is allowed to remain in service. If not, the existing solution must be replaced with an approved, premixed antifreeze solution of either glycerin (maximum concentration of 50%), propylene glycol (maximum concentration of 40%) or other solutions listed specifically for use in fire protection systems.
- ♦ The concentration of antifreeze solutions is limited to the minimum necessary for the anticipated minimum temperature.
- ♦ Following the annual test, a tag must be attached to the riser indicating the following:
 - ◊ Date of the last test
 - ◊ Type and concentration of antifreeze solution
 - ◊ Date the antifreeze was replaced
 - ◊ Name and license number of the contractor that tested and/or replaced the antifreeze solution
 - ◊ Statement indicating if the entire system was drained and replaced with antifreeze
 - ◊ Warning to test the concentration of the solution at yearly intervals per NFPA 13D

CPVC sprinkler pipe antifreeze systems and fittings should be protected from freezing with glycerin only. The use of diethylene, ethylene, or propylene glycol antifreeze solutions has been shown to present a chemical environment detrimental to CPVC including environmental stress cracking (ESC).

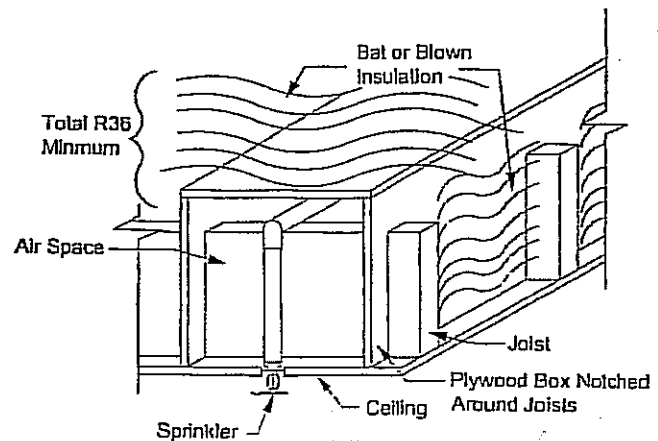
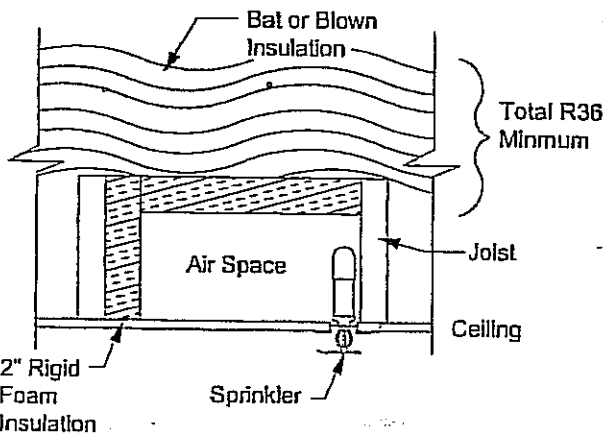
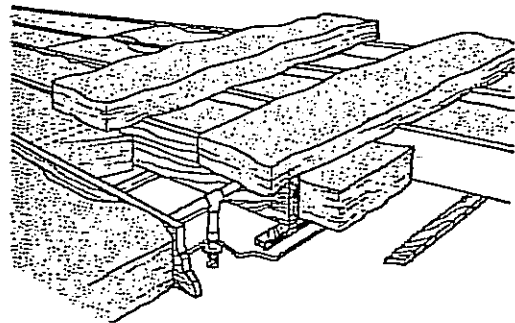


Alternatives to Antifreeze Systems

Remember that the NFPA 13, 13R and 13D standards do not require the use of antifreeze in sprinkler systems in areas subject to temperatures below 40 degrees F. When designing new systems, and evaluating existing systems, owners and contractors should look at other methods of protecting wet pipe systems in potential freezing environments.

Alternative design options include:

- ◆ Installation of insulation to properly protect piping
- ◆ Heating cold areas to maintain temperatures above 40 degrees F.
- ◆ Use of dry pipe and pre-action systems in areas subject to freezing



Where antifreeze is used in sprinkler systems, the concentration of antifreeze solution used in the system should be limited to the minimum concentration necessary for the lowest anticipated temperatures without exceeding the maximum concentrations permitted.

Keith Frangiamore, Keith Frangiamore has been in fire protection for more than 35 years with the last 7 being spent with FSCI. Keith is the Vice President of Operations for FSCI. He is a technical committee member of NFPA 101, 1701, 1350 and 5000.

**AGENDA MEMO
Municipal Services Committee
September 24, 2012**

Issue Statement

Approval of a Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2012 Rock Salt Agreement with North American Salt Company.

Background/History

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

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

Staff Recommendation

Staff recommends signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the Resolution.

Decision Mode

This item will be placed on the October 1, 2012 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK 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 and City Clerk are hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt through the City's 2012 awarded rock salt vendor North American Salt Company, subject to the Center Cass School District #66 Intergovernmental Agreement paying for the final quantities.

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

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

RESOLUTION NO. _____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 1st day of October, 2012.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 1st day of October, 2012.**

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 _____, 2012, by and between the City of Darien, an Illinois municipal corporation (hereinafter the "City"), and Center Cass School District #66, an Illinois municipal corporation, (hereinafter the "School District") (collectively "the parties").

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

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

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

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

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

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

3. The District shall reimburse the City for the rock salt charges by April 30, 2013 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 _____, 2012.

CITY OF DARIEN

BY: _____
Kathleen Weaver, Mayor

ATTEST: _____
City Clerk

CENTER CASS SCHOOL DISTRICT #66

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

ATTEST: Suzanne [Signature]
Secretary, School District

PROPOSAL SHEET
BULK HIGHWAY DEICING SALT
MAY 1, 2012-APRIL 30, 2013

SEALED PROPOSALS MUST BE RECEIVED BY THE CITY OF DARIEN NO LATER THAN 10:00 AM ON MONDAY, APRIL 2, 2012

DESCRIPTION	UNIT	MAXIMUM QUANTITY	UNIT COST	TOTAL
* OPTION NO. 1 - SODIUM CHLORIDE	TON	900	68.60	61,740. ⁰⁰
* OPTION NO. 2 - SODIUM CHLORIDE SALT	TON	2100	68.60	144,060. ⁰⁰
TOTAL COST FOR OPTION NO. 1 AND 2				205,800. ⁰⁰

TOTAL COST IN WORDS FOR OPTION NO. 1 AND 2

Two hundred five thousand eight hundred dollars and zero cents.

DESCRIPTION	UNIT	MAXIMUM QUANTITY	UNIT COST	TOTAL
OPTION NO. 3 CALCIUM CHLORIDE SALT	TON	900	83.60	75,240. ⁰⁰
OPTION NO. 4 CALCIUM CHLORIDE SALT	TON	2100	83.60	175,560. ⁰⁰
TOTAL COST FOR OPTION NO. 3 AND 4				250,800. ⁰⁰

TOTAL COST IN WORDS FOR OPTION NO. 3 AND 4 *THAWROX - treated salt*
 Please see product specifications - *SODIUM chloride treated w/*

Two hundred fifty thousand eight hundred dollars and zero cents *names changed*

SUMMARY COSTS

YEAR	OPTION NO. 1	OPTION NO. 2	OPTION NO. 3 See Spec's	OPTION NO. 4 See Spec's
2012-13	Unit \$ 68.60/TON	\$ 68.60/TON	\$ 83.60/TON	\$ 83.60/TON
	Total \$ 61,740.00	\$ 144,060.00	\$ 75,240.00	\$ 175,560.00
Year 1-Extension	\$ 70.60/TON	\$ 70.60/TON	\$ 85.60/TON	\$ 85.60/TON
2013-14	\$ 63,540.00	\$ 148,260.00	\$ 77,040.00	\$ 179,760.00
Year 2-Extension	\$ 72.59/TON	\$ 72.59/TON	\$ 87.59/TON	\$ 87.59/TON
2014-15	\$ 65,331.00	\$ 152,439.00	\$ 78,831.00	\$ 183,939.00

North American Salt Co., A Compass Minerals Co.

COMPANY NAME:

CONTACT NAME:

ADDRESS:

CITY, STATE & ZIP:

PHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

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

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

DATE: 3/23/12

SIGNED: Sean Lierz

PRINT NAME: SEAN LIERZ

AUTHORIZED COMPANY REPRESENTATIVE

**AGENDA MEMO
Municipal Services Committee
September 24, 2012**

Issue Statement

Approval of a Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2012 Rock Salt Agreement with North American Salt Company.

Background/History

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

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

Staff Recommendation

Staff recommends signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the Resolution.

Decision Mode

This item will be placed on the October 1, 2012 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK 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 and City Clerk are hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt through the City's 2012 awarded rock salt vendor North American Salt Company, subject to the Darien Park District Intergovernmental Agreement paying for the final quantities.

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

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

RESOLUTION NO. _____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 1st day of October, 2012.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 1st day of October, 2012.**

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 _____, 2012, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and the Darien Park District, an Illinois municipal corporation, (hereinafter the “District”) (collectively “the parties”).

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

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

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

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

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

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

3. The District shall reimburse the City for the rock salt charges by April 30, 2013 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 _____, 2012.

CITY OF DARIEN

BY: _____
Kathleen Weaver, Mayor

ATTEST: _____
City Clerk

DARIEN PARK DISTRICT

BY: Ray Jablonski
Ray Jablonski, President
Darien Park District

ATTEST: [Signature]
Secretary, Park District

**PROPOSAL SHEET
BULK HIGHWAY DEICING SALT
MAY 1, 2012-APRIL 30, 2013**

SEALED PROPOSALS MUST BE RECEIVED BY THE CITY OF DARIEN NO LATER
THAN 10:00 AM ON MONDAY, APRIL 2, 2012

DESCRIPTION	UNIT	MAXIMUM QUANTITY	UNIT COST	TOTAL
* OPTION NO. 1 - SODIUM CHLORIDE	TON	900	68.60	61,740. ⁰⁰
* OPTION NO. 2 - SODIUM CHLORIDE SALT	TON	2100	68.60	144,060. ⁰⁰
TOTAL COST FOR OPTION NO. 1 AND 2				205,800. ⁰⁰

TOTAL COST IN WORDS FOR OPTION NO. 1 AND 2

Two hundred five thousand eight hundred dollars and zero cents.

DESCRIPTION	UNIT	MAXIMUM QUANTITY	UNIT COST	TOTAL
OPTION NO. 3 CALCIUM CHLORIDE SALT	TON	900	83.60	75,240. ⁰⁰
OPTION NO. 4 CALCIUM CHLORIDE SALT	TON	2100	83.60	175,560. ⁰⁰
TOTAL COST FOR OPTION NO. 3 AND 4				250,800. ⁰⁰

TOTAL COST IN WORDS FOR OPTION NO. 3 AND 4 *THAWROX - Treated Salt*
Please see product specifications - *SODIUM chloride treated w/*

Two hundred fifty thousand eight hundred dollars and zero cents *magney
ch...*

SUMMARY COSTS

YEAR	OPTION NO. 1	OPTION NO. 2	OPTION NO. 3 See Spec's	OPTION NO. 4 See Spec's
2012-13	Unit # 68.60/TON	68.60/TON	83.60/TON	83.60/TON
	Total \$ 61,740.00	\$ 144,060.00	\$ 75,240.00	\$ 175,560.00
Year 1-Extension	70.60/TON	70.60/TON	85.60/TON	85.60/TON
2013-14	\$ 63,540.00	\$ 148,260.00	\$ 77,040.00	\$ 179,760.00
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2014-15	\$ 65,321.00	\$ 152,439.00	\$ 78,831.00	\$ 183,939.00

North American Salt Co., A Compass Minerals Co.

COMPANY NAME:

CONTACT NAME:

ADDRESS:

CITY, STATE & ZIP:

PHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

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

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

DATE: 3/23/12

SIGNED: Sean Lierz

PRINT NAME: SEAN LIERZ
 AUTHORIZED COMPANY REPRESENTATIVE

AGENDA MEMO
Municipal Services Committee
September 24, 2012

ISSUE STATEMENT

A resolution accepting a proposal from Grate Signs Inc. for the fabrication and installation of two breakaway monument signs in an amount not to exceed \$19,200.00 for the City's Entrance Signs.

BACKGROUND/HISTORY

On August 6, 2012 the City Council authorized staff to proceed with the removal and replacement of the City Entrance Monument Signs located within various rights of ways. The City staff had submitted a permit application to the County of DuPage on July 23, 2012. Prior to permit submittal, the City was informed that all proposed locations were under County jurisdiction. The County informed staff on August 13, 2012 that the following right of ways are under the jurisdiction of the Illinois Department of Transportation:

1. Cass Avenue - North Frontage Rd (Hinswood Dr)-Northbound
2. Lemont Road - North Frontage Rd/Cheese Rd and Lemont Rd-Northbound

Staff had submitted a permit application along with the proposed sign detail to the Illinois Department of Transportation. The Illinois Department of Transportation had denied the proposed signs. The State does not allow signs within their right of ways that do not meet specified breakaway materials and hardware. Staff has identified a sign that meets the IDOT criteria and simulates the original sign design. The proposed signs are made of metal and have a faux design to simulate cultured stone and limestone. The Village of Hodgkins utilized the specified signs within locations that were governed under IDOT jurisdiction. Attached, please find a picture of the sign that was manufactured for the Village of Hodgkins and the proposed Darien signs.

The vendor would be responsible for fabricating and installing the signs at the abovementioned locations.

Competitive quotes were requested and staff received two (2) competitive quotes, attached as Attachment A. The costs have been revised for material and labor to reflect the changes for the project. See attached spreadsheet labeled as Attachment B. The net increase to the project cost is \$4,376 and remains within the 2012/13 Budget of \$108,000.

Below are the revised proposed expenditures from the designated line account:

Account Number	Account Description	FY 12-13 Budget	Year to Date Expended	Proposed Expenditure	Proposed Balance
25-35-4815	Welcome Sign Replacements May 7, 2012	\$ 108,000.00	\$ 0	\$ 18,000.00	\$ 90,000.00
25-35-4815	Concrete Footing and Walls	N/A	\$ 18,000.00	\$10,350.00	\$ 79,650.00
25-35-4815	Concrete Blocks	N/A	\$ 28,350.00	\$ 987.35	\$ 78,662.65
25-35-4815	Cultured Stone	N/A	\$ 29,337.35	\$ 8,900.00	\$ 69,762.65
25-35-4815	Pier Caps	N/A	\$ 38,237.35	\$ 3,900.00	\$ 65,862.65
25-35-4815	Masonry Work	N/A	\$ 42,137.35	\$ 10,600.00	\$ 55,262.65
25-35-4815	Precast Masonry Signs	N/A	\$ 52,737.35	\$ 15,600.00	\$ 39,662.65

25-35-4815	Landscaping	N/A	\$ 68,337.35	\$ 16,000.00	\$ 23,662.65
25-35-4815	Misc and Contingency	N/A	\$ 84,337.35	\$ 4,437.50	\$ 19,225.15
25-35-4815	Prefabricated Metal Signs and Install	N/A	\$ 88,774.85	\$19,200.00	\$ 25.15

COMMITTEE RECOMMENDATION

Staff recommends a resolution accepting a proposal from Grate Signs Inc. for the fabrication and installation of two breakaway monument signs in an amount not to exceed \$19,200 for the City's Entrance Signs.

ALTERNATE CONSIDERATION

Not accepting the proposal.

DECISION MODE

This item will be placed on the October 1, 2012 City Council agenda for formal approval.

Dan Gombac

From: Jucius, Cory <Cory.Jucius@illinois.gov>
Sent: Monday, September 17, 2012 2:10 PM
To: Dan Gombac
Subject: RE: Permitting-Welcome Signs

Dan, I have gotten work from our Bureau of Land Acquisition that the section of roadway hat the proposed sign for Cass Avenue near Hinswood is within our jurisdiction.

Based on the revised Special Town Name signs permit applications, we have approved the proposed signs and you may proceed in installing the signs.

I will follow this e-mail up with a letter which will include copies of the signed/approved applications.

*Cory Jucius, P.E.
Arterial Traffic Operations Engineer
Illinois Department of Transportation, District 1
201 W. Center Court
Schaumburg, IL 60196-1096
Tel. (847) 705-4411
Fax (847) 705-4198*

From: Dan Gombac [mailto:dgombac@darienil.gov]
Sent: Friday, September 14, 2012 10:08 AM
To: Jucius, Cory
Subject: RE: Permitting-Welcome Signs

Please see answers below:

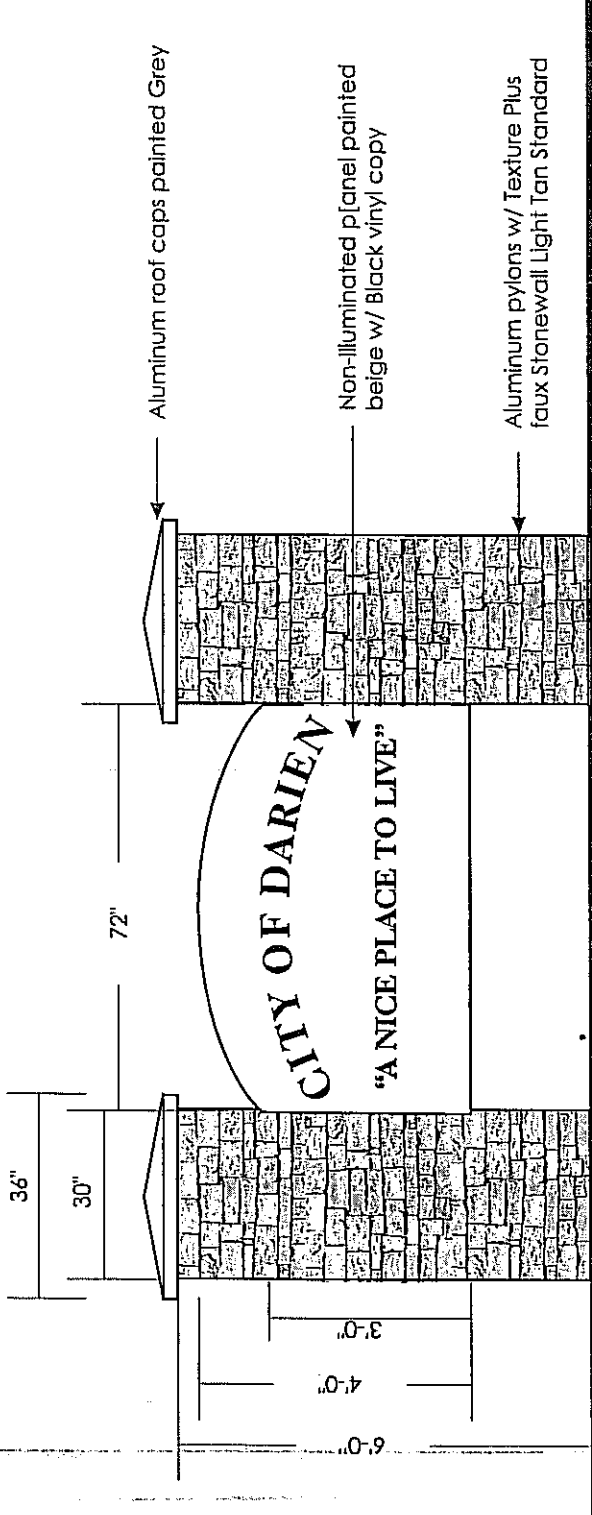
*Daniel Gombac
Director of Municipal Services
630-353-8106*

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

DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple!

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



One (1) Non-Illuminated Pylon sign

All sign designs and concepts shown here are confidential and are the property of Grate Signs, Inc. They are not to be distributed, exhibited, copied, or otherwise used without our written permission.

GRATE SIGNS
 COMPUTER GENERATED COLORS ARE NOT A TRUE MATCH TO ANY PMS, VINYL, OR PAINT.

Client: City of Darien	Drwg # 12-0463-A
Approved:	Date: 9-5-12
Scale: 3/8"=1'	Rev Date:
Sales: Gill	Last Revised by: JTG



Display Sales Contra
For service call (815)729-9700
Fax (815)729-3355
sales@gratesigns.com

Salesperson: Gil Algarin

Agreement made 9/14/2012 between Grate Signs, Inc., a corporation, herein called SELLER, Located at 4044 W. McDonough Street, Joliet, Illinois and

BUYER: City of Darien
Address: 1041 S. Frontage Road
City, State, Zip: Darien, IL 60561

Contact: Daniel Gombac
Telephone: 708-353-8106
Fax:
Email: dgombac@darienil.gov
a corporation

an individual

a partnership

ADDRESS OF INSTALLATION: Darien, IL

1. Sale: Seller shall, to Buyer's special order and specifically for Buyer's use, construct and install for and sell to Buyer the advertising display(s) herein called "Display", in accordance with the specifications set forth below.

2. Price and Terms:

Price of Display	\$19,200.00
Sales Tax	\$Exempt
Less Down Payment (includes sales tax)	\$9,600.00
Balance payable upon installation	\$9,600.00

3. Specifications:

Design Number(s): Grate Signs Drawing # 12-0463-A Dated 9-5-2012

Manufacture and Install (2) 52" High x 72" Wide Non Illuminated Single Face Monument Signs. Signs are 4" deep fabricated aluminum with painted finish and first surface vinyl copy. Signs have 30" x 30" x 6' High faux stone columns with 36" decorative column caps.

*** If required, permit additional, charged back at cost.**

All designs, colors, and specifications as per the approved design. In case of variance between the above specifications and the approved design, the latter shall prevail, however such design shall be approved in writing by the Seller and Buyer. Permit fees, including parking and sidewalk obstruction permit fees, engineering fees, and variance fees, if required, will be billed extra to the contract amount.

4. BUYER SHALL PROVIDE ELECTRICAL SERVICE FEED WIRES OF SUITABLE CAPACITY AND APPROVED TYPE WITHIN 6 FEET OF LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE, AND MAKE CONNECTION THEREOF TO DISPLAY.

5. ACCEPTANCE OF AGREEMENT: This Agreement shall not take effect until signed on behalf of Buyer and by an officer of Seller at Seller's office in the State of Illinois. This Agreement, including the contract terms on the next page, which are incorporated herein by reference, constitutes the entire understanding between the parties, and this Agreement was entered into in the State of Illinois and the laws of the State of Illinois shall apply to the formation and enforcement of this Agreement.

NOTICE TO BUYER

- A. Do not sign this contract before you read both pages hereof or if it contains any blank space.
B. You are entitled to a completely filled in copy of this contract when you sign it.
C. Under the law you have the following rights among others:
(a) To pay off in advance the full amount due and to obtain a partial refund of the finance charge;
(b) Under certain conditions to redeem the property if repossessed for a default.

6. TITLE: Ownership of display shall remain in Seller until all of the payments are made and all of the conditions herein contained are fully satisfied with, at which time Buyer shall be vested with full title to display. Buyer shall bear all risk of loss of display after Seller has completed its installation. Buyer will not sell, pledge, mortgage or encumber the display/ sign or other property covered by this Agreement. The Seller and Buyer hereby state their Agreement that with the exception of the supports which are sunk into the site will constitute the balance of the display/sign is removable without damaging the site and therefore is not a fixture(s).

Accepted: _____ Accepted: _____

7. **BUYER OBLIGATION:** The Buyer hereby agrees that until said sign is fully paid for, and while the same is in Buyers possession, that the Buyer will maintain the said sign in good condition and repair; and will, without cost or charge to Seller, insure same for the benefit of the Seller in the amount of the total purchase price, and repair and make good any damages which may occur to said display/sign and property furnished therewith, ordinary wear and tear only excepted; also during the purchase installment period Buyer will save, protect and indemnify said Seller from any and all claims made, and any and all damages or loss whatsoever, sustained or claimed to be sustained by any person, firm or corporation whoever shall claim damages or loss, from, by, or due to the use, operation or maintenance of said sign by Buyer, or any part thereof, or the effect of the elements or any other cause whatsoever on said sign, or any parts thereof, either whole or in part. In the event of a non-payment of the installments at the times specified, or of the sale, encumbrance or removal or abandonment of said property or moving away from the premises where said sign has been erected, without the written consent of the Seller or any other breach of Buyer's obligations hereunder, any and all right to possession of said property in the Buyer shall be thereby terminated and the Seller shall have the right to immediately take possession of the same wherever located, and shall have the right to enter upon the land or in any building or parts thereof for the removal of the said sign/display and shall have full power, authority, and right to do and perform any act or thing necessary for the taking and removing of said display/sign property with or without process of law and any and all claims arising or claimed to arise because of the taking, removing and retaining of said property by the Seller are hereby waived and released by Buyer, and Buyer hereby covenants and agrees to save and keep the Seller free and harmless from any and all such claims and damage, and the Seller shall be entitled to retain said property, and all payments made hereon, for its cost and expenses and as liquidated damages by the Buyer under this Agreement and said Buyer hereby releases any and all right to this display/sign.

8. **COST OF ELECTRICITY; REINFORCEMENT OF BUILDING; PHYSICAL CONDITIONS:** Buyer shall be responsible for and pay all electricity used by display, all necessary reinforcements to the building on which display is installed, for relocating power lines or other obstacles, and for any additional installation costs incurred by Seller due to adverse soil conditions or underground obstructions.

9. **DELIVERY AND PERFORMANCE:** Seller shall perform its obligation with due diligence but shall not be considered responsible for delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, governmental regulations and other causes beyond its reasonable control.

10. **PERMITS, LICENSES, FEES AND TAXES:** Buyer shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, or from any other entity, and for all private or public permissions necessary for the maintenance, use and existence of the Display. Seller shall obtain and pay for (as Buyer's agent) permits and licenses from public authorities for initial installation of the Display. Seller shall not be obligated to commence construction of Display until public permits have been issued. If public permits are denied, after reasonable effort by both parties and/or Seller, then this Agreement shall terminate without liability to either party. Buyer will be responsible for see that public and private permits, once issued, shall not be revoked. Buyer shall pay all State, Federal and local taxes and permit fees with respect to Display.

11. **DEFAULT:** Buyer shall be in default if it fails to perform any of its obligations under this Agreement or any companion maintenance Agreement relating to Display (which is hereby incorporated) between the parties hereto, or if bankruptcy or insolvency proceedings are instituted by or against Buyer, or if Buyer makes any assignment for the benefit of creditors. In the event Seller is herein required to or deems it necessary to file suit hereunder the Buyer shall also be liable to reimburse Seller for the fair and reasonable amount of attorney's fees and costs of suit incurred by reason of Buyer's default.

12. **SALE OF SELLER:** The Buyer acknowledges that this contract may be sold and assigned by Seller and agrees that Buyer will not setup against any said assignee of this Contract any claim or defense which Buyer may have against the Seller.

13. **TRANSFER OF AGREEMENT:** This Agreement shall be binding upon the respective successors (subject to Article 12 herein) and assigns of the parties. However, the interest of Buyer shall be transferable only with prior written consent of the Seller.

14. **DELINQUENT PAYMENTS:** Interest will be charged on past due payments of principal at the highest rate permitted by Illinois Law.

15. **INSURANCE:** Until fully paid for the Buyer shall insure display/sign for benefit of Seller against loss by fire or other casualty, and furnish Seller with evidence of such insurance on demand. The amount of insurance shall be the original purchase price under this Agreement.

16. **WARRANTY:** Seller warrants to Buyer that Display (excluding lamps and accessories as to which the Seller makes no warranty, but which may be covered by manufacturer warranty) at the time of installation will be free from defects of material and workmanship, and will be in accordance with SPECIFICATIONS which are listed on the top of this Agreement. Seller's sole obligation under this warranty is limited to either, (at Seller's option); repairing or furnishing a replacement of Display or the parts thereof, which are determined not to conform with the SPECIFICATIONS and Buyer's exclusive remedy for breach of this warranty will be enforcement of such obligation of Seller. Any action for breach of any warranty must be commenced within one year after date of installation. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND OF ANY OTHER TYPE OF WARRANTY, WHETHER EXPRESS OR IMPLIED.

17. **PATENTED ITEM:** Buyer acknowledges and agrees that the Price Expander family of products are patented items and that the graphic panels for the Price Expander Deluxe are an integral part of its design and must be purchased from Grate Signs, Inc. Failure to abide by this provision could subject Buyer to a penalty of up to \$100 per day plus reasonable attorneys fees incurred in the enforcement of this provision.

18. **WAIVER OF BREACH:** Time and punctual performance of each provision are of the essence of this Agreement. No waiver by either party of any default shall constitute a waiver of any subsequent default.

19. **SEVERIBILITY CLAUSE:** If any provision of this Agreement shall be held invalid, the remainder shall, nevertheless, be deemed valid and effective, and is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid. The headings in this Agreement shall not affect in any way its meaning or interpretation.

I ACKNOWLEDGE RECEIPT OF A FULLY COMPLETED COPY OF THIS CONTRACT, EXECUTED BY BOTH THE BUYER AND THE SELLER.

ACCEPTED:
GRATE SIGNS, INC.

BUYER _____
(Individually and as authorized agent for...)

BY: _____

TITLE: _____ DATE _____

TITLE _____ DATE _____

GUARANTY: For value received I or we the undersigned, jointly and severally, hereby absolutely and unconditionally guarantee prompt payment by Buyer of all monies due and payable under the forgoing Agreement, at the dates and for the purpose therein stated, and the performance of all other undertakings by Buyer as herein provided, including reasonable attorney's fees. The undersigned agrees that no notice of acceptance by Seller of this Guaranty shall be required of Seller.

Date _____ By _____ Guarantor

Date _____ By _____ Guarantor

Dan Gombac

From: KRAUSE4107@comcast.net
Sent: Wednesday, September 12, 2012 9:42 AM
To: Dan Gombac
Subject: Re: Monument Signs
Attachments: DARIEN.JPG

Dan,

Thank you for the opportunity to bid on the entrance signs for Darien. Following the specifications provided our bid is \$10,840.00 plus any permit cost. Attached is a layout of the lettering for the new sign.

↑
per sign

Dave Krause
Krause Sign Co.
708-423-0850
krause4107@comcast.net
krausesigns.com

From: "Dan Gombac" <dgombac@darienil.gov>
To: krause4107@comcast.net
Sent: Tuesday, September 11, 2012 9:51:07 AM
Subject: Monument Signs

Good Morning:

The City of Darien is looking for a quote for the following metal monument sign and as depicted per the attached. Please forward a quote and lead time.

Manufacture and Install (2) 52" High x 72" Wide Non Illuminated Monument Signs. Signs are 4" deep fabricated aluminum with painted finish and first surface vinyl copy. Signs have 30" x 30" x 8' High faux stone poles with 36" decorative pole caps.

ENTRANCE WAY SIGNS-PROJECT COST ALLOCATIONS

DESCRIPTION												
A1	Concrete Footing and Walls	Labor, material forming of footing and walls										
A2		Awarded Vendor	Presta Construction Inc									
A3		No of Signs	Units Per Sign	Cost Per Sign	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Proposed Expenditure
A4			1		2	3	4	5	6	7	8	
A5			No of Units	Unit Cost								
A6	Option No 3-A											
A7	10-Foot Widths	3	3	\$ 1,850.00	\$ 1,850.00			\$ 5,550.00				\$ 5,550.00
A8	Option No 4-A											
A9	11-Foot Widths	5	5	\$ 1,600.00	\$ 1,600.00				\$ 8,000.00			\$ 8,000.00
	RWVISED SEPT 15-2012											
A9	11-Foot Widths	3	3	\$ 1,600.00	\$ 1,600.00				\$ 4,800.00			\$ 4,800.00
A10	Concrete Block	Awarded Vendor	LaGrange Materials									
A11		B	Units Per Sign	Unit Cost	Cost Per Sign	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Proposed Expenditure
A12						2	3	4	5	6	7	8
A13	Option No 1											
A14	Hollow Block	510	105.00	\$ 1,559.80	\$ 163.78				\$ 795.50			
A15	Option No 2											
A16	Hollow Block	633	105.00	\$ 1,359.80	\$ 163.78				\$ 987.35			\$ 987.35
A17	Option No 3											
A18	Hollow Block	739	105.00	\$ 1,559.80	\$ 163.78					\$ 1,152.69		
A19	Option No 4											
A20	Hollow Block	850	105.00	\$ 1,489.29	\$ 156.38						\$ 1,265.90	\$ 1,265.90
A21	Option No 5											
A22	Solid Block	510	105.00	\$ 2,432.15	\$ 255.38				\$ 1,240.40			
A23	Option No 6											
A24	Solid Block	633	105.00	\$ 2,432.15	\$ 255.38				\$ 1,539.35			
A25	Option No 7											
A26	Solid Block	739	105.00	\$ 2,432.15	\$ 255.38					\$ 1,797.36		
A27	Option No 8											
A28	Solid Block	850	105.00	\$ 2,340.47	\$ 245.75						\$ 1,989.40	
A29	Cultured Stone	Slate Pro Fit LedgeStone PFR016										
A30		Awarded Vendor	Les Moore & Co. LLC									
A31		No of Signs	Units Per Sign	Cost Per Sign	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Proposed Expenditure
A32			Sq Ft Flats	Corners	Linear Ft	2	3	4	5	6	7	8
A33	Option No 1		305		52.75							
	420 Sq. Ft. of Flats; 211 Linear feet of corners, mortar											
A34	Bonding Agent	4	420	211.00	\$ 1,508.00			\$ 6,032.00				
A35	Option No 2		106		52.75							
	530 Sq. Ft. of Flats; 264 Linear feet of corners, mortar											
A36	Bonding Agent	5	530	264	\$ 1,501.00			\$ 7,505.00				
A37	Option No 3		106		52.75							
	635 Sq. Ft. of Flats; 317 Linear feet of corners, mortar											
A38	Bonding Agent	6	635	317	\$ 1,483.33				\$ 8,900.00			\$ 8,900.00
A39	Option No 4		106		52.75							
	742 Sq. Ft. of Flats; 369 Linear feet of corners, mortar											
A40	Bonding Agent	7	742	369	\$ 1,460.71					\$ 10,225.00		
A41	Option No 5		106		52.75							
	848 Sq. Ft. of Flats; 422 Linear feet of corners, mortar											
A42	Bonding Agent	8	848	422	\$ 1,356.25						\$ 11,650.00	\$ 11,650.00
A43	Pier Caps	36-inch Square Pier										
A44		Awarded Vendor	Pro Masonry Express									
A45		No of Signs	Units Per Sign	Cost Per Sign	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Cost for No of Signs	Proposed Expenditure
A46			2		2	3	4	5	6	7	8	
A47			No of Units	Unit Cost								
A48	Option 4											
A49	36-inch Square Pier	2	4	\$ 325.00	\$ 650.00	\$ 1,300.00						
A50	Option 5											
A51	36-inch Square Pier	3	6	\$ 325.00	\$ 650.00		\$ 1,950.00					
A52	Option 6											
A53	36-inch Square Pier	4	8	\$ 325.00	\$ 650.00			\$ 2,600.00				
A54	Option 7											
A55	36-inch Square Pier	5	10	\$ 325.00	\$ 650.00			\$ 3,250.00				
A56	Option 8											
A57	36-inch Square Pier	6	12	\$ 325.00	\$ 650.00				\$ 3,900.00			\$ 3,900.00
A58	Option 9											
A59	36-inch Square Pier	7	14	\$ 325.00	\$ 650.00					\$ 4,550.00		
A60	Option 10											
A61	36-inch Square Pier	8	16	\$ 325.00	\$ 650.00						\$ 5,200.00	\$ 5,200.00

Masonry Work		Installation of Block and Stone											
A62	Awarded Vendor	Pioneer Construction											
A63	No of Signs	Units Per Sign	Cost Per Sign	Cost for No of Signs 2	Cost for No of Signs 3	Cost for No of Signs 4	Cost for No of Signs 5	Cost for No of Signs 6	Cost for No of Signs 7	Cost for No of Signs 8	Proposed Expenditure		
A64	No of Units	Unit Cost											
A65	Option No 1	1											
A66	Foundation and Piers	4	\$ 1,730.00	\$ 1,730.00		\$ 7,000.00							
A67	Option No 2												
A68	Foundation and Piers	5	\$ 1,760.00	\$ 1,760.00			\$ 8,800.00						
A69	Option No 3												
A70	Foundation and Piers	6	\$ 1,766.67	\$ 1,766.67				\$ 10,600.00			\$ 10,600.00		
A71	Option No 4												
A72	Foundation and Piers	7	\$ 1,766.67	\$ 1,766.67					\$ 12,366.69				
A73	Option No 5												
A74	Foundation and Piers	8	\$ 1,766.67	\$ 1,766.67						\$ 14,133.36	\$ 14,133.36		
A75													
A76													
A77													
A78													
Monument Signs		Signs	Memo Stone										
A79	Awarded Vendor	Schramm Landscaping											
A80	No of Signs	Units Per Sign	Cost Per Sign	Cost for No of Signs 2	Cost for No of Signs 3	Cost for No of Signs 4	Cost for No of Signs 5	Cost for No of Signs 6	Cost for No of Signs 7	Cost for No of Signs 8	Proposed Expenditure		
A81	No of Units	Unit Cost											
A82	Option No 2												
A83	4-Foot Width Monument Sign	3	\$ 1,700.00	\$ 1,700.00	\$ 5,100.00								
A84	REVERSE	3	\$ 1,900.00	\$ 1,900.00	\$ 5,700.00						\$ 5,700.00		
A85	Option No 3												
A86	6-Foot Width Monument Sign	5	\$ 1,980.00	\$ 1,980.00			\$ 9,900.00				\$ 9,900.00		
A87	6-Foot Width Monument Sign	5	\$ 2,200.00	\$ 2,200.00			\$ 11,000.00				\$ 11,000.00		
A88													
Landscaping		Schramm Landscaping											
A89	Awarded Vendor	Schramm Landscaping											
A90	No of Signs	Units Per Sign	Cost Per Sign	Cost for No of Signs 2	Cost for No of Signs 3	Cost for No of Signs 4	Cost for No of Signs 5	Cost for No of Signs 6	Cost for No of Signs 7	Cost for No of Signs 8	Proposed Expenditure		
A91	No of Units	Unit Cost											
A92	Option No 1												
A93	Landscaping	4	\$ 2,000.00	\$ 2,000.00		\$ 8,000.00							
A94	Option No 2												
A95	Landscaping	5	\$ 2,000.00	\$ 2,000.00			\$ 10,000.00						
A96	Option No 3												
A97	Landscaping	6	\$ 2,000.00	\$ 2,000.00				\$ 12,000.00					
A98	Option No 4												
A99	Landscaping	7	\$ 2,000.00	\$ 2,000.00					\$ 14,000.00				
A100	Option No 5												
A101	Landscaping	8	\$ 2,000.00	\$ 2,000.00						\$ 16,000.00	\$ 16,000.00		
A102													
Grate Signs		Signs	Memo Stone										
A103	Awarded Vendor	Schramm Landscaping											
A104	No of Signs	Units Per Sign	Cost Per Sign	Cost for No of Signs 2	Cost for No of Signs 3	Cost for No of Signs 4	Cost for No of Signs 5	Cost for No of Signs 6	Cost for No of Signs 7	Cost for No of Signs 8	Proposed Expenditure		
A105	No of Units	Unit Cost											
A106	Fabricated Metal Sign 11-foot	2	\$ 10,000.00	\$ 9,600.00	\$ 19,200.00						\$ 19,200.00		
A107													
Contingency		Contingency											
A108	Steel Excavation-Concrete	No of Signs	Units Per Sign	Cost Per Sign	Cost for No of Signs 2	Cost for No of Signs 3	Cost for No of Signs 4	Cost for No of Signs 5	Cost for No of Signs 6	Cost for No of Signs 7	Cost for No of Signs 8	Proposed Expenditure	
A109	No of Units	Unit Cost											
A110	Option No 1												
A111	Contingency	4	\$ 887.50	\$ 887.50		\$ 3,550.00							
A112	Option No 2												
A113	Contingency	5	\$ 887.50	\$ 887.50			\$ 4,437.50				\$ 4,437.50		
A114	Contingency												
A115	Landscaping	6	\$ 887.50	\$ 887.50				\$ 5,325.00					
A116	Option No 4												
A117	Contingency	7	\$ 887.50	\$ 887.50					\$ 6,212.50				
A118	Option No 5												
A119	Contingency	8	\$ 887.50	\$ 887.50						\$ 7,100.00	\$ 7,100.00		
A120	TOTAL PROJECT COST										\$ 89,974.85		

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM GRATE SIGNS INC FOR THE FABRICATION AND INSTALLATION OF TWO BREAKAWAY MONUMENT SIGNS IN AN AMOUNT NOT TO EXCEED \$19,200.00 FOR THE CITY'S ENTRANCE SIGNS

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 Grate Signs Inc. for the fabrication and installation of two breakaway monument signs in an amount not to exceed \$19,200.00 for the City's Entrance Signs, 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 1st day of October 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of October 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



4044 W. McDonough Street Joliet, IL 60431

Display Sales Contract
For service call (815)725
Fax (815)729-3355
sales@gratesigns.com

Exhibit A

Salesperson: Gil Algarin

Agreement made 9/14/2012 between Grate Signs, Inc., a corporation, herein called SELLER, Located at 4044 W. McDonough Street, Joliet, Illinois and

BUYER: City of Darien
Address: 1041 S. Frontage Road
City, State, Zip: Darien, IL 60561

Contact: Daniel Gombac
Telephone: 708-353-8106
Fax:
Email: dgombac@darienil.gov
a corporation

an individual

a partnership

ADDRESS OF INSTALLATION: Darien, IL

1. Sale: Seller shall, to Buyer's special order and specifically for Buyer's use, construct and install for and sell to Buyer the advertising display(s) herein called "Display", in accordance with the specifications set forth below.

2. Price and Terms:

Table with 2 columns: Description and Amount. Rows include Price of Display (\$19,200.00), Sales Tax (Exempt), Less Down Payment (includes sales tax) (\$9,600.00), and Balance payable upon installation (\$9,600.00).

3. Specifications:

Design Number(s): Grate Signs Drawing # 12-0463-A Dated 9-5-2012

Manufacture and Install (2) 52" High x 72" Wide Non Illuminated Single Face Monument Signs. Signs are 4" deep fabricated aluminum with painted finish and first surface vinyl copy. Signs have 30" x 30" x 6' High faux stone columns with 36" decorative column caps.

* If required, permit additional, charged back at cost.

All designs, colors, and specifications as per the approved design. In case of variance between the above specifications and the approved design, the latter shall prevail, however such design shall be approved in writing by the Seller and Buyer. Permit fees, including parking and sidewalk obstruction permit fees, engineering fees, and variance fees, if required, will be billed extra to the contract amount.

4. BUYER SHALL PROVIDE ELECTRICAL SERVICE FEED WIRES OF SUITABLE CAPACITY AND APPROVED TYPE WITHIN 6 FEET OF LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE, AND MAKE CONNECTION THEREOF TO DISPLAY.

5. ACCEPTANCE OF AGREEMENT: This Agreement shall not take effect until signed on behalf of Buyer and by an officer of Seller at Seller's office in the State of Illinois. This Agreement, including the contract terms on the next page, which are incorporated herein by reference, constitutes the entire understanding between the parties, and this Agreement was entered into in the State of Illinois and the laws of the State of Illinois shall apply to the formation and enforcement of this Agreement.

NOTICE TO BUYER

- A. Do not sign this contract before you read both pages hereof or if it contains any blank space.
B. You are entitled to a completely filled in copy of this contract when you sign it.
C. Under the law you have the following rights among others:
(a) To pay off in advance the full amount due and to obtain a partial refund of the finance charge;
(b) Under certain conditions to redeem the property if repossessed for a default.

6. TITLE: Ownership of display shall remain in Seller until all of the payments are made and all of the conditions herein contained are fully satisfied with, at which time Buyer shall be vested with full title to display. Buyer shall bear all risk of loss of display after Seller has completed its installation. Buyer will not sell, pledge, mortgage or encumber the display/ sign or other property covered by this Agreement. The Seller and Buyer hereby state their Agreement that with the exception of the supports which are sunk into the site with concrete the balance of the display/sign is removable without damaging the site and therefore is not a fixture(s).

Accepted: Accepted:

7. BUYER OBLIGATION: The Buyer hereby agrees that until said sign is fully paid for, and while the same is in Buyers possession, that the Buyer will maintain the said sign in good condition and repair; and will, without cost or charge to Seller, insure same for the benefit of the Seller in the amount of the total purchase price, and repair and make good any damages which may occur to said display/sign and property furnished therewith, ordinary wear and tear only excepted; also during the purchase installment period Buyer will save, protect and indemnify said Seller from any and all claims made, and any and all damages or loss whatsoever, sustained or claimed to be sustained by any person, firm or corporation whoever shall claim damages or loss, from, by, or due to the use, operation or maintenance of said sign by Buyer, or any part thereof, or the effect of the elements or any other cause whatsoever on said sign, or any parts thereof, either whole or in part. In the event of a non-payment of the installments at the times specified, or of the sale, encumbrance or removal or abandonment of said property or moving away from the premises where said sign has been erected, without the written consent of the Seller or any other breach of Buyer's obligations hereunder, any and all right to possession of said property in the Buyer shall be thereby terminated and the Seller shall have the right to immediately take possession of the same wherever located, and shall have the right to enter upon the land or in any building or parts thereof for the removal of the said sign/display and shall have full power, authority, and right to do and perform any act or thing necessary for the taking and removing of said display/sign property with or without process of law and any and all claims arising or claimed to arise because of the taking, removing and retaining of said property by the Seller are hereby waived and released by Buyer, and Buyer hereby covenants and agrees to save and keep the Seller free and harmless from any and all such claims and damage, and the Seller shall be entitled to retain said property, and all payments made hereon, for its cost and expenses and as liquidated damages by the Buyer under this Agreement and said Buyer hereby releases any and all right to this display/sign.

8. COST OF ELECTRICITY; REINFORCEMENT OF BUILDING; PHYSICAL CONDITIONS: Buyer shall be responsible for and pay all electricity used by display, all necessary reinforcements to the building on which display is installed, for relocating power lines or other obstacles, and for any additional installation costs incurred by Seller due to adverse soil conditions or underground obstructions.

9. DELIVERY AND PERFORMANCE: Seller shall perform its obligation with due diligence but shall not be considered responsible for delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, governmental regulations and other causes beyond its reasonable control.

10. PERMITS, LICENSES, FEES AND TAXES: Buyer shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, or from any other entity, and for all private or public permissions necessary for the maintenance, use and existence of the Display. Seller shall obtain and pay for (as Buyer's agent) permits and licenses from public authorities for initial installation of the Display. Seller shall not be obligated to commence construction of Display until public permits have been issued. If public permits are denied, after reasonable effort by both parties and/or Seller, then this Agreement shall terminate without liability to either party. Buyer will be responsible for see that public and private permits, once issued, shall not be revoked. Buyer shall pay all State, Federal and local taxes and permit fees with respect to Display.

11. DEFAULT: Buyer shall be in default if it fails to perform any of its obligations under this Agreement or any companion maintenance Agreement relating to Display (which is hereby incorporated) between the parties hereto, or if bankruptcy or insolvency proceedings are instituted by or against Buyer, or if Buyer makes any assignment for the benefit of creditors. In the event Seller is herein required to or deems it necessary to file suit hereunder the Buyer shall also be liable to reimburse Seller for the fair and reasonable amount of attorney's fees and costs of suit incurred by reason of Buyer's default.

12. SALE OF SELLER: The Buyer acknowledges that this contract may be sold and assigned by Seller and agrees that Buyer will not setup against any said assignee of this Contract any claim or defense which Buyer may have against the Seller.

13. TRANSFER OF AGREEMENT: This Agreement shall be binding upon the respective successors (subject to Article 12 herein) and assigns of the parties. However, the interest of Buyer shall be transferable only with prior written consent of the Seller.

14. DELINQUENT PAYMENTS: Interest will be charged on past due payments of principal at the highest rate permitted by Illinois Law.

15. INSURANCE: Until fully paid for the Buyer shall insure display/sign for benefit of Seller against loss by fire or other casualty, and furnish Seller with evidence of such insurance on demand. The amount of insurance shall be the original purchase price under this Agreement.

16. WARRANTY: Seller warrants to Buyer that Display (excluding lamps and accessories as to which the Seller makes no warranty, but which may be covered by manufacturer warranty) at the time of installation will be free from defects of material and workmanship, and will be in accordance with SPECIFICATIONS which are listed on the top of this Agreement. Seller's sole obligation under this warranty is limited to either, (at Seller's option), repairing or furnishing a replacement of Display or the parts thereof, which are determined not to conform with the SPECIFICATIONS and Buyer's exclusive remedy for breach of this warranty will be enforcement of such obligation of Seller. Any action for breach of any warranty must be commenced within one year after date of installation. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND OF ANY OTHER TYPE OF WARRANTY, WHETHER EXPRESS OR IMPLIED.

17. PATENTED ITEM: Buyer acknowledges and agrees that the Price Expander family of products are patented items and that the graphic panels for the Price Expander Deluxe are an integral part of its design and must be purchased from Grate Signs, Inc. Failure to abide by this provision could subject Buyer to a penalty of up to \$100 per day plus reasonable attorneys fees incurred in the enforcement of this provision.

18. WAIVER OF BREACH: Time and punctual performance of each provision are of the essence of this Agreement. No waiver by either party of any default shall constitute a waiver of any subsequent default.

19. SEVERABILITY CLAUSE: If any provision of this Agreement shall be held invalid, the remainder shall, nevertheless, be deemed valid and effective, and it is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid. The headings in this Agreement shall not affect in any way its meaning or interpretation.

I ACKNOWLEDGE RECEIPT OF A FULLY COMPLETED COPY OF THIS CONTRACT, EXECUTED BY BOTH THE BUYER AND THE SELLER.

ACCEPTED:
GRATE SIGNS, INC.

BUYER _____
(Individually and as authorized agent for...)

BY: _____

TITLE: _____ DATE _____

TITLE _____ DATE _____

GUARANTY: For value received I or we the undersigned, jointly and severally, hereby absolutely and unconditionally guarantee prompt payment by Buyer of all monies due and payable under the forgoing Agreement, at the dates and for the purpose therein stated, and the performance of all other undertakings by Buyer as herein provided, including reasonable attorney's fees. The undersigned agrees that no notice of acceptance by Seller of this Guaranty shall be required of Seller.

Date _____ By _____ Guarantor

Date _____ By _____ Guarantor

AGENDA MEMO
Municipal Services Committee
September 24, 2012

ISSUE STATEMENT

A resolution accepting the unit price proposal from the TLC Group Ltd. for the purchase and installation of the 50/50 Parkway Tree Program and the planting of various parkway trees in an amount not to exceed \$12,246.80.

BACKGROUND/HISTORY

The City's 2012 Tree Planting Program budget allowed for the purchase of various parkway tree replacements and the 50/50 parkway program. Also included in the budget is the purchase of replacement trees for 75th Street. Due to ongoing and upcoming construction, staff will not plant trees along 75th Street for this year.

Staff has identified forty seven (47), 2-1/2-inch diameter trees for replacement at the City's expense due to mortality, storm related incidents and Emerald Ash Borer trees that required removal.

Staff has received eleven (11) residential tree participating inquiries and commitments for the City's 50/50 Cost Share Tree Program. Staff had opened eight sealed bids on September 13, 2012 see Attachment 1-Bid Tab. The lowest competitive bidder is the TLC Group. Attachment 2, the 2012 Tree Planting Program, includes this year's tree planting program summary, unit prices for various tree species that include the purchase, planting, mulching along with a one-year warranty for each tree. Staff has included a \$1,500 (\$750 City funding and \$750 Resident funding) contingency cost for residents that would like to participate in the 50/50 program and have not reserved a tree.

This year's program again includes a Private Property Tree Planting Program. Staff had included within the request for competitive bids, pricing for private property tree planting, see Attachment 1. The program includes various selections of 2 1/2-inch caliper trees, planting, mulching and a one-year guarantee. While the City is administering the Private Property Tree Planting Program, the property owner would be responsible for ordering and payment directly to the awarded vendor. Please note, final quantities may be subject to change due to resident participation.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 12/13 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - City Expense	\$ 4,000.00	\$ 1,222.15	\$ 2,777.85
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - City Expense-Contingency	\$ 2,777.85	\$ 750.00	\$ 2,027.85

01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - Resident Reimbursement Expense	\$ 4,000.00	\$ 1,222.15	\$ 2,777.85
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - Resident Reimbursement Expense-Contingency	\$ 2,777.85	\$ 750.00	\$ 2,027.85
01-30-4350	Forestry -- Parkway Replacement Trees-City Removals	\$ 8,000.00	\$ 8,302.50	\$ (302.50)
01-30-4350	75 th Street- Replacement Trees-City Removals	\$ 3,000.00	\$ 0	\$ 3,000.00
TOTALS		\$19,000.00	\$12,246.80	\$ 6,753.20

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution accepting the unit price proposal from the TLC Group for the purchase and installation of the 50/50 Parkway Tree Program and the planting of various parkway trees in an amount not to exceed \$12,246.80.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the October 1, 2012 City Council agenda for formal consideration.

2012 CITY OF DARIEN TREE QUOTE - PARKWAYS

VARIABLE QUANTITY	DIAMETER	SPECIES	Submitted The TLC Group		Corrected The TLC Group		Beary Landscaping		St. Aubin Nursery		Copenhaver Construction		Twin Oaks Landscaping		Brancato Landscaping		Fields of Caton Farms		Dutch Barn Landscaping	
			PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED
1-10	4"	American Linden	\$ 238.50	\$ 238.50	\$ 238.50	\$ 450.00	\$ 495.00	\$ 750.00	\$ 736.00	\$ 252.50	\$ 365.00	\$ 550.00								
1-10	4"	Norway Maple	\$ 238.50	\$ 238.50	\$ 238.50	\$ 450.00	\$ 495.00	\$ 690.00	\$ 683.00	\$ 252.50	\$ 365.00	\$ 550.00								
1-10	4"	Thornless Honeylocust	\$ 259.50	\$ 259.50	\$ 259.50	\$ 450.00	\$ 495.00	\$ 695.00	\$ 709.00	\$ 252.50	\$ 365.00	\$ 500.00								
1-10	4"	Red Maple	\$ 214.50	\$ 214.50	\$ 214.50	\$ 450.00	\$ 495.00	\$ 690.00	\$ 709.00	\$ 252.50	\$ 365.00	\$ 500.00								
1-10	4"	Chanticleer Pear	\$ 406.50	\$ 406.50	\$ 406.50	\$ 495.00	\$ 495.00	\$ 690.00	\$ 776.00	\$ 600.00	\$ 365.00	\$ 550.00								
1-10	4"	Freeman Maple	\$ 214.50	\$ 214.50	\$ 214.50	\$ 495.00	\$ 495.00	\$ 690.00	\$ 736.00	\$ 252.50	\$ 365.00	\$ 500.00								
1-10	4"	Sugar Maple	\$ 334.50	\$ 334.50	\$ 334.50	\$ 550.00	\$ 495.00	\$ 660.00	\$ 723.00	\$ 252.50	\$ 365.00	\$ 550.00								
1-15	2.5"	American Linden	\$ 150.50	\$ 150.50	\$ 150.50	\$ 250.00	\$ 295.00	\$ 450.00	\$ 303.00	\$ 225.50	\$ 175.00	\$ 400.00								
1-15	2.5"	Norway Maple	\$ 150.50	\$ 150.50	\$ 150.50	\$ 245.00	\$ 295.00	\$ 350.00	\$ 316.00	\$ 225.50	\$ 175.00	\$ 400.00								
1-15	2.5"	Honeylocust Skyline	\$ 150.50	\$ 150.50	\$ 150.50	\$ 245.00	\$ 295.00	\$ 325.00	\$ 290.00	\$ 252.50	\$ 175.00	\$ 400.00								
1-15	2.5"	Red Maple	\$ 150.50	\$ 150.50	\$ 150.50	\$ 245.00	\$ 295.00	\$ 360.00	\$ 316.00	\$ 225.50	\$ 175.00	\$ 400.00								
1-15	2.5"	Chanticleer Pear	\$ 222.50	\$ 222.50	\$ 222.50	\$ 265.00	\$ 295.00	\$ 390.00	\$ 358.00	\$ 370.00	\$ 200.00	\$ 400.00								
1-15	2.5"	Freeman Maple	\$ 211.30	\$ 211.30	\$ 211.30	\$ 265.00	\$ 295.00	\$ 360.00	\$ 303.00	\$ 315.00	\$ 175.00	\$ 400.00								
1-15	2.5"	Sugar Maple	\$ 182.50	\$ 182.50	\$ 182.50	\$ 265.00	\$ 295.00	\$ 435.00	\$ 329.00	\$ 270.00	\$ 175.00	\$ 350.00								
1-15	2.5"	Kentucky Coffeetree	\$ 238.50	\$ 238.50	\$ 238.50	\$ 295.00	\$ 350.00	\$ 450.00	\$ 398.00	\$ 540.00	\$ 230.00	\$ 450.00								
15-Jan	6-foot high	White Pine-Evergreen	\$ 235.30	\$ 235.30	\$ 235.30	\$ 240.00	\$ 340.00	\$ 320.00	\$ 223.00	\$ 270.00	\$ 200.00	\$ 250.00								
Total Cost - Parkway			\$ 3,598.50	\$ 3,598.60	\$ 3,598.60	\$ 5,655.00	\$ 6,220.00	\$ 8,505.00	\$ 7,908.00	\$ 4,809.00	\$ 4,255.00	\$ 7,150.00								

2012 CITY OF DARIEN TREE QUOTE - PRIVATE

VARIABLE QUANTITY	DIAMETER	SPECIES	The TLC Group		Beary Landscaping		St. Aubin Nursery		Copenhaver Construction		Twin Oaks Landscaping		Brancato Landscaping		Fields of Caton Farms		Dutch Barn Landscaping	
			PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE
1 - 20	2.5"	American Linden	\$ 150.50	\$ 450.00	\$ 295.00	\$ 450.00	\$ 295.00	\$ 450.00	\$ 502.00	\$ 225.50	\$ 200.00	\$ 400.00						
1 - 20	2.5"	Norway Maple	\$ 150.50	\$ 450.00	\$ 295.00	\$ 450.00	\$ 295.00	\$ 345.00	\$ 517.00	\$ 225.50	\$ 200.00	\$ 400.00						
1 - 20	2.5"	Honeylocust Skyline	\$ 150.50	\$ 450.00	\$ 295.00	\$ 450.00	\$ 295.00	\$ 525.00	\$ 487.00	\$ 252.50	\$ 200.00	\$ 400.00						
1 - 20	2.5"	Red Maple	\$ 150.50	\$ 450.00	\$ 295.00	\$ 450.00	\$ 295.00	\$ 360.00	\$ 516.00	\$ 225.50	\$ 200.00	\$ 400.00						
1 - 20	2.5"	Chanticleer Pear	\$ 222.50	\$ 495.00	\$ 295.00	\$ 495.00	\$ 295.00	\$ 390.00	\$ 564.00	\$ 370.00	\$ 225.00	\$ 450.00						
1 - 20	2.5"	Aristocrat Pear	\$ 222.50	\$ 495.00	\$ 295.00	\$ 495.00	\$ 295.00	\$ 390.00	\$ 564.00	\$ 370.00	\$ 225.00	\$ 450.00						
1 - 20	2.5"	Swamp White Oak	\$ 238.50	\$ 250.00	\$ 295.00	\$ 250.00	\$ 295.00	\$ 480.00	\$ 584.00	\$ 370.00	\$ 225.00	\$ 450.00						
1 - 15	2.5"	Freeman Maple	\$ 211.30	\$ 245.00	\$ 295.00	\$ 245.00	\$ 295.00	\$ 360.00	\$ 517.00	\$ 315.00	\$ 200.00	\$ 400.00						
1 - 15	2.5"	Sugar Maple	\$ 182.50	\$ 265.00	\$ 295.00	\$ 265.00	\$ 295.00	\$ 435.00	\$ 532.00	\$ 270.00	\$ 200.00	\$ 400.00						
1 - 15	2.5"	Kentucky Coffeetree	\$ 238.50	\$ 295.00	\$ 350.00	\$ 295.00	\$ 350.00	\$ 450.00	\$ 608.00	\$ 540.00	\$ 275.00	\$ 450.00						
1 - 15	2.5"	Purple Maple	\$ 222.50	\$ 300.00	\$ 295.00	\$ 300.00	\$ 295.00	\$ 450.00	\$ 517.00	\$ 275.00	\$ 250.00	\$ 375.00						
1 - 15	2.5"	Northern Red Oak	\$ 238.50	\$ 300.00	\$ 295.00	\$ 300.00	\$ 295.00	\$ 390.00	\$ 584.00	\$ 365.00	\$ 275.00	\$ 400.00						
1 - 15	2.5"	Littleleaf Linden	\$ 150.50	\$ 245.00	\$ 295.00	\$ 245.00	\$ 295.00	\$ 390.00	\$ 502.00	\$ 225.50	\$ 200.00	\$ 350.00						
1 - 15	2.5"	Smoothleaf Elm	\$ 270.50	\$ 250.00	\$ 295.00	\$ 250.00	\$ 295.00	\$ 450.00	\$ 502.00	\$ 260.00	\$ 200.00	\$ 400.00						
Total Cost			\$ 2,799.80	\$ 4,940.00	\$ 4,185.00	\$ 4,940.00	\$ 4,185.00	\$ 5,865.00	\$ 7,496.00	\$ 4,289.50	\$ 3,075.00	\$ 5,725.00						
Grand Total			\$ 6,398.30	\$ 10,595.00	\$ 10,405.00	\$ 10,595.00	\$ 14,370.00	\$ 15,404.00	\$ 9,098.50	\$ 7,330.00	\$ 12,875.00							

ITEM	A	B	C	D	E	F	G	H	I	J	K
CITY OF DARIEN TREE PLANTING PROGRAM SCHEDULE 2012											
CITY TREE REPLACEMENTS-ACCIDENT TREE REPLACEMENTS-50/50 TREE PROGRAM											
VENDOR-THE TLC GROUP											
	QUANTITY	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	CITY COSTS	ACCIDENT REIMBURSEMENT	ACCIDENT REIMBURSEMENT COST	RESIDENT PARTICIPATION	RESIDENT COST	
4	0	4"	American Linden	\$238.50	\$	\$	0	\$	0	\$	
5	0	4"	Norway Maple	\$238.50	\$	\$	0	\$	0	\$	
6	0	4"	Honeylocust Skyline	\$259.50	\$	\$	0	\$	0	\$	
7	0	4"	Red Maple	\$214.50	\$	\$	0	\$	0	\$	
8	0	4"	Chanticleer Pear	\$406.50	\$	\$	0	\$	0	\$	
9	1	4"	Freeman Maple	\$214.50	\$ 214.50	\$ 211.20	0	\$	1	\$ 3.20	
10	1	4"	Sugar Maple	\$334.50	\$ 334.50	\$ 182.50	0	\$	1	\$ 152.00	
11	2			\$ 549.00	\$ 549.00	\$ 393.80	0	\$	2	\$ 155.20	
12	TOTALS										
CITY TREE REPLACEMENTS-ACCIDENT TREE REPLACEMENTS-50/50 TREE PROGRAM											
	QUANTITY	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	CITY COSTS	ACCIDENT REIMBURSEMENT	ACCIDENT REIMBURSEMENT COST	RESIDENT PARTICIPATION	RESIDENT COST	
14	2	2.5"	American Linden	\$150.50	\$ 301.00	\$ 225.75	0	\$	1	\$ 75.25	
15	7	2.5"	Norway Maple	\$150.50	\$ 1,053.50	\$ 978.25	0	\$	1	\$ 75.25	
16	2	2.5"	Honeylocust Skyline	\$150.50	\$ 301.00	\$ 301.00	0	\$	0	\$	
17	18	2.5"	Red Maple	\$150.50	\$ 2,709.00	\$ 2,709.00	0	\$	0	\$	
18	5	2.5"	Chanticleer Pear	\$222.50	\$ 1,112.50	\$ 890.00	0	\$	2	\$ 222.50	
19	10	2.5"	Freeman Maple	\$211.30	\$ 2,113.00	\$ 1,901.76	0	\$	2	\$ 211.30	
20	13	2.5"	Sugar Maple	\$182.50	\$ 2,372.50	\$ 2,607.50	0	\$	4	\$ 365.00	
21	0	2.5"	Kentucky Coffeetree	\$238.50	\$	\$	0	\$	0	\$	
22	1	2.5"	White Pine Evergreen	\$235.30	\$ 235.30	\$ 117.65	0	\$	1	\$ 117.65	
23	58			\$ 10,197.80	\$ 10,197.80	\$ 9,130.95	0	\$	11	\$ 1,066.95	
24	CITY TREE REPLACEMENTS-ACCIDENT TREE REPLACEMENTS-50/50 TREE PROGRAM										
	QUANTITY	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	DURAGE COUNTY REIMBURSEMENT	CITY COSTS	ACCIDENT REIMBURSEMENT	ACCIDENT REIMBURSEMENT COST	RESIDENT COST	MATH CHECK
25	0	4"	American Linden	\$207.50	\$	\$	\$	0	\$	\$	
26	0	4"	Norway Maple	\$207.50	\$	\$	\$	0	\$	\$	
27	0	4"	Honeylocust Skyline	\$153.00	\$	\$	\$	0	\$	\$	
28	0	4"	Red Maple	\$196.50	\$	\$	\$	0	\$	\$	
29	0	4"	Chanticleer Pear	\$288.00	\$	\$	\$	0	\$	\$	
30	0	4"	Freeman Maple	\$207.50	\$	\$	\$	0	\$	\$	
31	0	4"	Sugar Maple	\$287.50	\$	\$	\$	0	\$	\$	
32	0			\$	\$	\$	\$	0	\$	\$	
33	TOTALS										
34						TOTAL TREE COST	\$ 10,746.80	\$ 9,524.65	\$	\$ 1,222.15	\$ 10,746.80
35						TOTAL TREE PROGRAM COST	\$ 1,500.00	\$ 750.00	\$	\$ 750.00	\$ 1,500.00
					CONTINGENCY						
					REIMBURSEMENTS	\$ 12,246.80	\$ 10,274.65	\$	\$	\$ 1,972.15	\$ 12,246.80

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FROM THE TLC GROUP FOR THE PURCHASE AND INSTALLATION OF TREES FOR THE 50/50 PARKWAY TREE PROGRAM AND THE PLANTING OF VARIOUS PARKWAY TREES IN AN AMOUNT NOT TO EXCEED \$12,246.80

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to accept a unit price proposal, a copy of which is attached hereto as "Exhibit A", for the purchase and installation of trees for the 50/50 parkway tree program and the planting of various parkway trees in an amount not to exceed \$12,246.80.

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 1st day of October 2012.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of October 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

SECTION II

BIDDER SUMMARY SHEET

Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing 2012

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

Firm Name: The TLC Group Inc.

Address: P.O. Box 121

City, State, Zip Code: CLarendon Hills IL 60514

Contact Person: STEVE

FEIN #: 327 46 5241

Phone: (312) 789-8894 Fax: (312) 759-5688

E-mail Address: JANNA@TLCGROUPINC.COM

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

CITY OF DARIEN TREE QUOTE - PARKWAYS

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 - 10	4"	American Linden	238.50
1 - 10	4"	Norway Maple	238.50
1 - 10	4"	Thornless Honeylocust	259.50
1 - 10	4"	Red Maple	214.50
1 - 10	4"	Chanticleer Pear	406.50
1 - 10	4"	Freeman Maple	214.50
1 - 10	4"	Sugar Maple	334.50
1 - 20	2.5"	American Linden	150.50
1 - 20	2.5"	Norway Maple	150.50
1 - 20	2.5"	Honeylocust Skyline	150.50
1 - 25	2.5"	Red Maple	150.50
1 - 20	2.5"	Chanticleer Pear	222.50
1 - 20	2.5"	Freeman Maple	211.30
1 - 20	2.5"	Sugar Maple	142.50
1 - 15	2.5"	Kentucky Coffeetree	238.50
1 - 15	6-foot high	White Pine-Evergreen	235.30
A. Sub Total Cost - Parkway			3,598.50

CITY OF DARJEN TREE QUOTE - PRIVATE

VARIBLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 - 20	2.5"	American Linden	650.50
1 - 20	2.5"	Norway Maple	150.50
1 - 20	2.5"	Honeylocust Skyline	150 150.50
1 - 20	2.5"	Red Maple	150.50
1 - 20	2.5"	Chanticleer Pear	222.50
1 - 20	2.5"	Aristocrat Pear	222.50
1 - 20	2.5"	Swamp White Oak	238.50
1 - 15	2.5"	Freeman Maple	211.30
1 - 15	2.5"	Sugar Maple	182.50
1 - 15	2.5"	Kentucky Coffeetree	238.50
1 - 10	2.5"	Purple Maple	222.50
1 - 10	2.5"	Northern Red Oak	238.50
1 - 10	2.5"	Littleleaf Linden	150.50
1 - 10	2.5"	Smoothleaf Elm	270.50
B. Sub Total Cost Private Property			2,847.50

A. Sub Total Cost Parkways		3,598.50
B. Sub Total Cost Private Property		2,847.50
Total Cost of A+B		6,446.00

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

Firm Name: The TLC Group Inc

Signature of Authorized Representative: 

Title: Director of Operations Date: 9-10-12

ACCEPTANCE: This proposal is valid for 45 calendar days from the date of submittal.

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

This Contract is made this _____ day of _____, 20__ by and between the City of Darien (hereinafter referred to as the "CITY") and _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

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

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

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

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

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

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

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

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

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attn: Director of Municipal Services

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: The TLE Group LLC

Print Name: _____

Print Name: STEPHEN GAL

Title: Mayor

Title: Director of Operations

Date: _____

Date: 9-10-12

AGENDA MEMO
Municipal Services Committee
September 24, 2012

ISSUE STATEMENT

A motion authorizing City staff to begin the process of accepting a future Plat of Dedication for Lemont Road-Cul-de-sac within the Darien Corporate Center Association.

BACKGROUND

The Darien Corporate Center Association requested that the City of Darien take ownership of the Lemont Road Cul-de sac within the Darien Corporate Center Association, (See **Existing Plat Attachment 1**) in June of 2012. The City Council approved a criterion for the acceptance of private roadways in December of 2006.

The current policy does not consider private dedications proposed within business districts.

Below please find a "Response Comment" to the Criteria for the City to take over ownership of the private residential streets within the City.

Below, please find comments as they relate to the roadway dedication policy.

- 1. **The owners of the private road must request the City to take ownership.**

*A formal request has been received.
No further action required.*

- 2. **Pavement width of private roads must be a minimum of 22ft.**

*Response-The pavement width averages 30-feet.
No further action required.*

- 3. **Core samples will be required to be supplied by the owners of the road.**

*Core samples of the roadway will be required.
Core sample report received and attached. No further action required.*

- 4. **The road construction minimum standards are 9" aggregate base.**

*Response-The core report verifies that the roadway aggregate base is in compliance.
No further action required*

- 5. **1.5" binder and 1.5" surface OR a minimal structural value of 2.0 and that the subgrade are determined to be at 93% maximum dry density in accordance with IDOT specifications.**

*Response-The core report verifies that the roadway binder and surface is 1.73 and 1.28 inches respectively. Below is the hypothetical mathematical equation for the structural integrity as indicated through the core report.
No further action required.*

The coefficients for the abovementioned materials are as follows:
Aggregate Base .11
Binder .33
Surface .40

The mathematical equation for Lemont Road is:
Aggregate Base 12.50 x .11=1.38
Binder 1.73 x .33=.57
Surface 1.28 x .40=.51
Average Total Structural Value 2.46

6 The road shall be inspected by the City and meet a minimum condition rating of 75.

*Response-The condition rating is 77 and meets the minimal rating. The roadway pending dedication would be tentatively scheduled to be paved in 2017/18.
No further action required.*

7 A minimum of a 5 foot easement on each side of the pavement is to be provided to the City for road maintenance.

Response-A dedication of a five-foot easement would be required. Field conditions indicate that the easement could be provided immediately south of the curb and gutter. The dedication of the easement would be provided by the owners of Darien Corporate Center. The owners of the Darien Corporate Center are identified as;

*8131 S Lemont Road PIN No 09-32-1060-34 Safeguard Properties
8171 S Lemont Road PIN No 09-32-1060-27 Sharon Cattaneo
8195 S Lemont Road PIN No 09-32-1150-01 Andrew Widlacki*

Contact-Stan Widlacki-President Darien Corporate Association 630-910-6505 E-mail smw0565@aol.com

City staff is suggesting a 2.5-foot versus a 5-foot easement north of the existing curb line, due to existing infrastructure and structures. Several property owners will be required to dedicate the proposed easement. The property owners identified for the easement dedication are the following:

*North-east Corner of Lemont Rd and Lemont Rd PIN No 09-32-1060-18 Kinder Morgan
Contact-Bill Bynum-713-369-9090 E-mail bill_bynum@kindermorgan.com 500 Dallas Street, Unit 1000 Houston Texas 77002*

8113-8117 S Lemont Road PIN No 09-32-1060-23 Cygnus LLC
Contact-Robert Hunter 630-985-2400 E-Mail rhunter@cygnetcontrols.com
8123 S Lemont Road Darien, IL 60561

8121-8123 S Lemont Road PIN No 09-32-1060-24 Cygnus LLC
Contact- Robert Hunter 630-985-2400 E-Mail rhunter@cygnetcontrols.com
8123 S Lemont Road Darien, IL 60561

8125 S Lemont Road PIN No 09-32-1060-07 Kal, LLC
Contact-Keith Lange 630-915-7490 E-Mail kdcubs@comcast.net
8101 S Clarendon Hills Road Willowbrook, IL 60527

8127 S Lemont Road PIN No 09-32-1060-08 Kal, LLC
Contact-Keith Lange 630-915-7490 E-Mail kdcubs@comcast.net
8101 S Clarendon Hills Road Willowbrook, IL 60527

The proposed easement is required for future construction maintenance. The easement further allows the City to encroach on the proposed easement during construction activities such as curb and gutter removal and replacement. The City would be responsible for restoration of the existing turf and/or asphalt. The easement would continue to be owned by the property owner. The property owners have agreed to provide the proposed easement.

ACTION REQUIRED: The limited easement will need to be reviewed by the Municipal Services Committee and City Council.

8 The streets must provide for an appropriate turning radius within public R-O-W

Response-The Street is currently treated as a dead end with no turn around. Staff is suggesting that the proposed plat call out for the existing eastern driveway located at 8195 Lemont Road be utilized as part of 3.2 turn around.

Property owner action required.

The dead end road will also require the appropriate dead end road signage. The cost for materials and labor has been estimated at \$1,000.

9 The owners of the private road shall be responsible for all costs pertaining to the transfer of the private street to the City.

Response-Costs include reimbursements for legal and engineering services. Examples include, but are not limited to, title searches, ordinance preparation, legal description and plat preparation, etc. It is estimated to prepare the legal description and plat would be in the amount of approximately \$3,800. The estimate is based on a conversation with

our consultant Christopher B. Burke Engineering. Please note the association is not required to use the services of our consultant. Legal fees are estimated to be at approximately \$1,200.

ACTION REQUIRED: The Association has indicated they will utilize the services of the City's consultant, Christopher B. Burke Engineering.

10 The City will review and identify existing infrastructure deficiencies

Response-The City has reviewed and identified all infrastructures within the proposed roadway, and extending to a minimal of 5-feet beyond each side of the roadway. The analysis provides information regarding potential sub-standards or deficiencies that will require additional maintenance prior to the acceptance of a private road. All costs associated to the improvements will be the responsibility of the Darien Corporate Center Association as identified above. The items include the following:

- A. Curbs and Gutters – There is approximately 250 lineal feet of curb and gutter that will require removal and replacement in several locations. Estimated costs for the removal and replacement are \$3,000.*
- B. Existing Roadway-Seven asphalt patches have been identified for repair for a total of approximately 135 square yards. The City has a competitive unit pricing for the patches at a cost of \$42.00 per square yard and a total cost of \$5,670.00.*
- C. Landscaping- The City will not maintain or landscape any landscaping or pavement within the proposed easement. Landscaping and pavement maintenance beyond the existing curb and gutter shall be noted in the easement language as responsibility of the Business Association. The trees/overgrown bushes located at the eastern quadrant of the road and immediately to the north of the curb and gutter will require trimming. The clearance to the back of the curb and gutter shall be maintained to 2-feet. The estimated costs to restore the area have been estimated at \$1,100.00 and includes topsoil and seed restoration as required.*
- D. Street Name – The City has inquired to whether the business owners adjacent to Lemont Road would like to change the name of the road to:*

Lemont Court

81st Street

Rockwell Court

The business owners adjacent to Lemont Road have elected to retain the existing name of the roadway-Lemont Road.

- E. Storm-Sewer Pipe and Structures – No issues*

- F. Sanitary/Storm Manholes and Structures – There are several structures in the roadway that will require adjustment. The existing structures pose a safety concern during snow removal operations. The cost to adjust the structures has been estimated at \$1,500.*
- G. Street Lights/Coach Lights – Not Applicable*
- H. Signs - Signage will not be allowed in the proposed easement.*
- I. Trees – The City will not maintain, remove or plant any trees. Tree maintenance shall be noted in the easement language as responsibility of the Association.*

Prior to the dedication of the roadway, the abovementioned items A, B, C, D and F will need to be corrected. The City would be willing to assist the Business Association with City contract pricing or in-house services at a pass through cost and funds shall be received by the City prior to starting any work. The total costs for the improvements, including the plat preparation and legal fees are estimated at a not to exceed \$18,175. A contingency in the amount of \$1,000 has been included.

STAFF RECOMMENDATION

The staff recommends preliminary approval of a resolution to accept a Plat of Dedication for the Lemont Road roadway within the Darien Corporate Center Development subject to the above conditions.

ALTERNATE CONSIDERATION

Not approving the preliminary proposed Plat of Dedication.

DECISION MODE

This item will be placed on the agenda for the October 1, 2012 City Council agenda for formal approval.

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
July 23, 2012**

PRESENT: Joseph Marchese – Chairperson, Alderman Halil Avci, Alderman Ted Schauer, Dan Gombac - Director, Elizabeth Lahey-Secretary

ABSENT: None.

ESTABLISH QUORUM

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

NEW BUSINESS

- A. Resolution – Authorizing the Mayor and the City Clerk to execute a contract with North Suburban Asphalt Maintenance in an amount not to exceed \$91,476.00 for the 2012 Crack Fill Program.**

Mr. Dan Gombac – Director reported that he provided a schedule of the crack filling. He reported that the amount includes a contingency of \$4,356.00 and that the low bidder, North Suburban Asphalt Maintenance has provided satisfactory services in the past.

Alderman Avci questioned if staff has seen any difference in aging of the roads and if staff is quantifying the benefits.

Mr. Gombac stated that the roads that have been crack filled three years ago have not experienced any base damage. The roads that were completed with two cycles have limited base repair that will be required. He stated that the cracks that were filled reduce or eliminate from moisture getting into the crack and thus reduce and/or eliminate patching. He further stated that he did see a benefit and that the goal is to take a 12 year life of a road and extend it up to three years. Mr. Gombac also stated that Staff will be preparing a cost benefit summary for Committee presentation.

Alderman Schauer questioned what is spent on repairs.

Mr. Gombac reported that potholes run \$20,000 - \$25,000 a year and the equipment \$30,000. He reported that the equipment lasts 10-12 years.

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

Alderman Avci made a motion and it was seconded by Alderman Schauer to Authorize the Mayor and the City Clerk to execute a contract with North Suburban Asphalt Maintenance in an amount not to exceed \$91,476.00 for the 2012 Crack Fill Program.

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

B. Motion – Authorizing City staff to proceed with City Entrance Sign Project at various locations.

Mr. Dan Gombac – Director reported that the budget calls for the removal and replacement of the City's Entrance Monument Signs up to 5. He reported that staff recently solicited competitive quotes and because the pricing was favorable that staff is recommending that all 8 entranceway signs be constructed this year.

Mr. Gombac reported on the dimensions and materials of the signs and stated that the motion will authorize staff to proceed with all 8 locations.

Alderman Avci questioned if the signs would have lettering on both sides of the sign.

Mr. Gombac stated that they would only be one sided because orientation is an issue and some of the back sides cannot be seen.

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

C. Resolution – Accepting a proposal from Presta Construction Inc. for the concrete footing and walls in an amount not to exceed \$15,000.00 for the City's Entrance Signs.

Mr. Dan Gombac, Director reported that staff would be doing the excavation, removal of the spoils and backfill and the vendor for providing labor to form the footing and walls, supplying and placement of the concrete.

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

D. Resolution – Accepting a proposal from LaGrange Materials, Inc. for the concrete masonry units-concrete block hollow, in an amount not to exceed \$1,265.90 for the City's Entrance Signs.

Mr. Dan Gombac, Director reported that three bids were received and LaGrange Materials, Inc. was the most competitive for the concrete masonry units.

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

E. Resolution – Accepting a proposal from Les Moore & Company, LLC for the Cultured Stone-Shale Pro Fit LedgeStone PF8016 in an amount not to exceed \$11,650.00 for the City's Entrance Signs.

Mr. Dan Gombac, Director reported that competitive quotes were received and that staff requested option pricing for completing up to 8 signs. He reported that there was no additional discounting after 6 signs.

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

F. Resolution – Accepting a proposal from Pro Masonry Express for the 36-inch Pier Caps in an amount not to exceed \$5,200.00 for the City’s Entrance Signs.

Mr. Dan Gombac, Director reported that two competitive quotes were received for pricing for 8 signs for the 36-inch Pier Caps. He reported that Pro Masonry Express provided the best competitive quote.

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

G. Resolution – Accepting a proposal from Pioneer Construction Inc. for the masonry work – placement of the concrete block and cultured stone in an amount not to exceed \$14,133.36 for the City’s Entrance Signs.

Mr. Dan Gombac, Director reported that four competitive quotes were received and that Pioneer Construction, Inc. was the lowest bidder quoting the placement of the concrete block and cultured stone and combining efforts to install the pier caps and the monument signs.

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

H. Resolution – Accepting a proposal from Meno Stone Company for the City’s stone monument signs in an amount not to exceed \$15,000.00 for the City’s Entrance Signs.

Mr. Dan Gombac, Director reported that only one bid was received from Meno Stone Company.

Alderman Avci suggested that staff ask the engineer to leave some room for shifting purposes.

Mr. Gombac reported that work will not be done until staff receives the approval from Dupage County.

Chairperson Marchese questioned if the landscaping would be completed this year.

Mr. Gombac reported that he is going to remain optimistic but it may be close.

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

I. Resolution – Accepting a proposal from Schramm Landscaping Inc. to supply selected plant species, planting and mulching for the landscaping in an amount not to exceed \$16,000.00 for the City’s Entrance Signs.

Mr. Dan Gombac, Director reported that the landscaping will consist of low growth plantings. He reported that staff will work with the County for visual purposes to make sure that line of sights are not obscured.

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

J. Motion – Authorizing expenditure related to the City’s Entrance Sign Project for steel brackets, stone, asphalt, soil excavation analysis, dump fees, trucking and a contingency in an amount not to exceed \$8,800.00 for the City’s Entrance Signs.

Mr. Dan Gombac, Director reported that the motion authorizes expenditures related to steel brackets, stone, asphalt, soil excavation analysis, dump fees, trucking as well as a contingency.

Chairperson Marchese stated that \$108,000 was budgeted and that the project is coming in under budget at \$105,000.

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

Alderman Schauer made a motion and it was seconded by Alderman Avci to approve items B-J of the agenda related to the City’s Entrance Sign Project.

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

Mr. Gombac reported that this would be on the City Council agenda for the next meeting.

K. Resolution – Authorizing the purchase of one (1) new 2012 Ford F-150 Pick Up from Morrow Brothers Ford, Inc. in the amount of \$22,604.00.

Mr. Dan Gombac, Director reported that the proposed vehicle would replace unit 600, a 1994 Ford F-250 pick-up truck with 144,666 miles. He reported that this truck was reviewed by the MSC in January during the agenda field visit. Mr. Gombac reported that the proposed new truck is a lower grade but that nothing will be given up.

Alderman Schauer questioned if there are other trucks that are in worse condition.

Mr. Gombac reported that this is the worst truck in the fleet and the replacement schedule will assist in budgeting for replacement vehicles moving forward.

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

Alderman Schauer made a motion and it was seconded by Alderman Avci authorizing the purchase of one (1) new 2012 Ford F-150 Pick-Up from Morrow Brothers Ford, Inc. in an amount of \$22,604.00.

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

L. Minutes

Alderman Marchese made a motion and it was seconded by Alderman Schauer to approve the June 18, 2012 Municipal Services Committee Special Meeting Minutes.

Upon voice vote, THE MOTION CARRIED unanimously 2-0. Alderman Avci abstained.

Alderman Avci made a motion and it was seconded by Alderman Schauer to approve the June 25, 2012 Meeting Minutes.

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

M. Update – Emerald Ash Borer

Mr. Dan Gombac, Director reported that he provided the Committee with a draft spreadsheet/summary to be brought to the budget workshop in October regarding the product Treeage to deal with the Emerald Ash Borer.

Alderman Avci questioned the application process.

Mr. Gombac reported that staff would complete the application on a bi-annual application for a total of 3 applications over 6 years. He reported that this will be done by the City's Arborist although some of the other tree calls might suffer. He stated that outsourcing would be \$1.5 million.

Alderman Schauer questioned if the City should look at investing in new trees.

Mr. Gombac reported that total replacement is \$2.8 million.

Alderman Schauer stated that the City needs to take a proactive approach and budget for removal of bad trees.

Mr. Gombac reported that there is presently \$10,000 in the budget.

DIRECTOR'S REPORT

Mr. Dan Gombac reported that the street lights along 75th Street would be removed and not replaced due to the upcoming 2014 construction. He reported that the trees will also be removed and that he has asked that the County look into preserving the trees and replanting. Mr. Gombac reported that a grant application has been submitted for landscape enhancement through the State of Illinois.

Mr. Gombac reported that a grant application with the County has been submitted for signalization at Bailey and Plainfield Road.

Alderman Schauer stated that a light is much needed.

NEXT MEETING

Chairperson Marchese announced that the next meeting is scheduled for Monday, August 27, 2012 at 6:30 p.m.

ADJOURNMENT

With no further business before the Commission, Alderman Avci made a motion and it was seconded by Alderman Schauer to adjourn. Upon voice vote, **THE MOTION CARRIED unanimously and the meeting adjourned at 8:00 p.m.**

RESPECTFULLY SUBMITTED:

Elizabeth Lahey
Secretary

Joseph Marchese
Chairman

Halil Avci
Alderman

Ted Schauer
Alderman

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
SPECIAL MEETING
August 20, 2012**

PRESENT: Joseph Marchese – Chairperson, Alderman Ted Schauer, Alderman Halil Avci, Dan Gombac - Director

ABSENT: None.

ESTABLISH QUORUM

Chairperson Marchese called the meeting to order at 6:15 p.m. at the City Hall – City Council Chambers, Darien, Illinois and declared a quorum present.

NEW BUSINESS

- A. Resolution – Authorizing the Mayor to accept a proposal from AC Pavement Striping in an amount not to exceed \$8,394.60 for the 2012 Street Striping Program.**

Mr. Dan Gombac – Director reported that this is for the 2012 Street Striping Program and that there are funds appropriated for this line item. He reported that AC Pavement Striping has done work for the City and staff recommends approval. He further reported that the striping is for various items consisting of Crosswalks, Only's, Only Arrows, Center Lanes, and Stop Bars.

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

Alderman Avci made a motion, and it was seconded by Alderman Schauer to approve A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM AC PAVEMENT STRIPING IN AN AMOUNT NOT TO EXCEED \$8,394.60 FOR THE 2012 STREET STRIPING PROGRAM.

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

- B. Resolution – Authorizing the purchase of one new 2012 Ford, Model F-550, (Unit 111) cab and chassis from Badger Truck Center Inc. in the amount of \$36,493.00.**

Mr. Dan Gombac, Director reported that this is for the cab and chassis. He reported that the new truck is to be utilized as a field service truck between the Street and Water Divisions and equipped with a crane, utility toolboxes, welding supplies, and tooling. The proposed unit would be replacing unit 111 and has 118,500 miles. Mr. Gombac reported that this truck would be purchased from the State of Illinois Joint Purchasing awarded vendor Badger Truck Center Inc.

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

Alderman Schauer made a motion, and it was seconded by Alderman Avci to approve A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW 2012 FORD MODEL

F-550, (UNIT 111) CAB AND CHASSIS FROM BADGER TRUCK CENTER INC. IN THE AMOUNT OF \$36,493.00.

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

- C. Resolution – Accepting a proposal from Lindco Equipment Sales Inc. for the purchase of a service body equipment package, lighting accessories and hydraulic controls for the 2012 Ford F-550 cab and chassis, Unit 111 in the amount of \$61,869,00.**

Mr. Dan Gombac reported that this proposal is for the equipment package for the truck that would be replacing Unit 111. Mr. Gombac reported that Unit 111 was budgeted for replacement. The proposed vendor would be providing and installing the equipment onto the cab and chassis. The equipment consists of tool boxes, hydraulics, crane and electronics.

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

Alderman Schauer questioned if the equipment could be moved to another truck in the event the truck structure was damaged.

Mr. Gombac reported that the equipment could be moved.

Chairperson Marchese stated that this new piece of equipment is going to do more than Unit 111. He questioned if this truck is going to sit outside. He also questioned if there is a temporary area to store the trucks during inclement weather.

Mr. Gombac reported that a goal is to house the trucks and to expand the public works facility. He stated that presently the area is landlocked and ideally adding on to the building is the best for the situation at hand.

Alderman Schauer made a motion, and it was seconded by Alderman Avcı to approve A RESOLUTION ACCEPTING A PROPOSAL FROM LINDCO EQUIPMENT SALES INC. FOR THE PURCHASE OF A SERVICE BODY EQUIPMENT PACKAGE, LIGHTING ACCESSORIES AND HYDRAULIC CONTROLS FOR THE 2012 FORD F-550 CAB AND CHASSIS, UNIT 111 IN THE AMOUNT OF \$61,869.00.

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

- D. Resolution – Authorizing the purchase of one new 2012 Ford Model F-350, (Unit 112) cab and chassis from Badger Truck Center Inc. in the amount of \$31,905.00.**

Mr. Dan Gombac, Director reported that the new truck is to be utilized for material hauling, snow plowing, and de-icing operations for the street division. He reported that the truck would be replacing Unit 112 which has 149,250 miles and the truck and body is rusted and faded.

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

Alderman Avci made a motion, and it was seconded by Alderman Schauer to approve A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW 2012 FORD MODEL F-350, (UNIT 112) CAB AND CHASSIS FROM BADGER TRUCK CENTER INC. IN THE AMOUNT OF \$31,905.00.

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

E. Resolution – Accepting a proposal from Lindco Equipment for the purchase of an Equipment Package – consisting of a dump body, hoist, body options, lighting accessories, hydraulics, controls, snow and de-icing equipment, for the 2012 Ford F-350 cab and chassis, Unit 112, in the amount of \$31,993.00.

Mr. Dan Gombac, Director reported that the proposed equipment package would be installed on a 2012 Ford F-350 cab and chassis Unit 112. He reported that the cab and chassis would be purchased from the State of Illinois Joint Purchasing and that the equipment package consists of a dump body, hoist, body options, lighting accessories, hydraulics, controls, and snow and de-icing equipment.

Alderman Poteraske was present. He questioned if there was an over investment in \$30,000 of added equipment.

Mr. Gombac reported that there were no frills and that this equipment is necessary to plow the streets.

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

Alderman Schauer made a motion, and it was seconded by Alderman Avci to approve A RESOLUTION ACCEPTING A PROPOSAL FROM LINDCO EQUIPMENT FOR THE PURCHASE OF AN EQUIPMENT PACKAGE – CONSISTING OF A DUMP BODY, HOIST, BODY OPTIONS, LIGHTING ACCESSORIES, HYDRAULICS, CONTROLS, SNOW AND DE-ICING EQUIPMENT, FOR THE 2012 FORD F-350 CAB AND CHASSIS, UNIT 112, IN THE AMOUNT OF \$31,993.00.

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

Mr. Gombac reported that this would be forwarded to the City Council for approval

Chairperson Marchese announced that the August 27th Municipal Services Committee Meeting has been cancelled.

ADJOURNMENT

With no further business before the Committee, Alderman Schauer made a motion and it was seconded by Alderman Avci to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 6:40 p.m.

RESPECTFULLY SUBMITTED:

Elizabeth Lahey
Secretary

Joseph Marchese
Chairman

Halil Avci
Alderman

Ted Schauer
Alderman

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Daily Herald

Big Picture . Local Focus

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Article updated: 8/20/2012 4:59 AM

Treat or remove? Suburbs struggle with ash borer

By Deborah Donovan

Second of two parts

Sam Moser fights the emerald ash borer to save the lovely tree canopy on his street.

Jim Bell, meanwhile, sees the green of dollars as well as leaves. For him, treating infested trees is part of a larger plan to save the Elgin ash trees he can, while preventing a budget disaster in his city.

The viewpoints of an Arlington Heights homeowner who worries about hundreds of trees in his neighborhood and the Elgin parks superintendent responsible for 7,000 public ash trees are different. But they both believe that ash trees can and should be treated, and insecticides are critical in the battle against this tiny bug.

As late as 2006, when the first Illinois emerald ash borers were confirmed in Kane County, officials thought the infestation could be contained by quickly cutting down infected trees.

They soon learned that did not work — mainly because the pest takes three or four years to cause noticeable damage and was already widespread before its detection.

Scientists now insist some trees can be saved if treated.

But treating trees can be a financial gamble, especially if they are already infested, and Scott Schirmer, emerald ash borer program manager for the Illinois Department of Agriculture, doesn't believe any suburban ash trees have escaped the borer.

While many sources say a tree can be treated and saved if at least 60 percent of the canopy — leaves and branches — is alive, there is not universal agreement. Wayne White, a Michigan arborist whose Emerald Tree Care has followed the pest to Illinois, says he will not guarantee a tree can be saved if the canopy shows any damage.

And over the years the cost of professionally treating a tree eventually adds up to the price of removing and replacing it, he said.

"You don't want to waste money treating an ugly tree," said White. "The tree is not going to look any better than it does today."

Dru Sabatello, Arlington Heights village forester, is more optimistic. He first worried that infected trees would be too damaged to get much use from insecticide, which the tree must carry up its vessels to the branches and then the leaves.

The borers eat those vessels and interrupt the flow of water and insecticide to the top.

However, "I'm starting to become more confident. The trees are healthier looking than I thought going into this season," said Sabatello. "(TREE-Age) is lethal to the larvae, there's no mistaking that. If the tree can take it up, it's effective."

Bell, meanwhile, is part of a national coalition of professors, local government officials and representatives of tree care and pesticide companies that believes insecticides belong in any ash management program.

Bell's crews are treating 2,000 ash trees in Elgin, have removed 1,400 and plan to take down another 3,500, at a rate of 500 a year.

Ash trees — at least 14 percent of the city's parkway trees — were assessed according to their location and condition, and officials decided to treat only trees with diameters between 8 and 20 inches.

Smaller ash trees are being cut down and replaced with another variety.

As for larger trees, early tests indicate the treatment might not work on them, but more research is under way.

"That's 2,000 trees we don't have to remove," Bell said. "We focus on fairly high liability trees for removal and hopefully replanting. Treating trees buys you time."

Treatment of public trees in Elgin costs \$24 a tree per year because it is done by city crews.

That compares with \$800-\$1,200 to remove and replace a tree.

And buying time, even for trees that won't make it, is useful because dead ash trees are very brittle and may fall over on people, cars or homes within a year of expiring.

Treat for 6-8 years

Sam Moser was the first in Arlington Heights to organize his neighbors in the Heritage Park area to fight the ash borer in their parkway trees. The group selected TREE-Age, and were given a group discount.

"Parkway trees have more to do with the look of the neighborhood — beautiful, high-canopy tree-lined streets," he said. "People commented to me that was part of their decision to buy a house on our street — the character and large trees."

Homeowners who want to treat their parkway or private trees have a variety of options, some relatively low-cost.

In northeastern Illinois, the main treatments available are Imidacloprid, which is now available under several brand names; Emamectin Benzoate, available only as TREE-Age; and Dinotefuran, branded as Safari or Transtect. There is considerable faith out there in all of them.

Imidacloprid can be put on the soil at the base of the tree, injected into the soil or injected into the tree; TREE-Age is only injected in the tree, and Safari can be sprayed on the bark, injected in the soil or spread around the base of the tree.

Imidacloprid and Safari can be purchased by homeowners — generally for pouring or sprinkling around the base of the tree. Only licensed applicators can use TREE-Age.

All treatments have caveats and directions about methods, doses and precautions.

Deborah McCullough, professor of entomology and forestry at Michigan State University, is a member of the Coalition for Urban Ash Tree Conservation.

She also is co-author of a study about the effectiveness of insecticides against emerald ash borer.

"TREE-Age is the only one you don't have to apply every year," she said. "We're getting two and maybe three years from it. The level of control is higher than anything else we've seen. Some of the other products work if you apply them every year."

"You don't necessarily have to kill every single ash borer to get the tree through the big invasion."

The general belief is that treatment must be aggressive for six to eight years until the infestation passes.

When the borers start to die off or move on due to a dearth of ash trees, the surviving trees may be able to fight off the few remaining insects on their own or with occasional treatment, said Fredric Miller, professor of horticulture at Joliet Community College and research associate at Morton Arboretum in Lisle. Research shows that natural parasites might eventually help, too.

Miller, who has been studying emerald ash borer treatments in the suburbs since 2007 and is part of the coalition, attributes skepticism about treatment to early studies of insecticides that produced inconsistent results.

The first Imidacloprid mixtures were not strong enough for a bad infestation in trees 12 to 15 inches in diameter, he said. Since late last year the active ingredient has been doubled, which seems to work better.

"EAB kills untreated trees," Miller said. "And the insect works on its schedule. Communities will find if they don't decide to treat some trees they will be overwhelmed.

"It will cost a huge amount of money to take down the trees, and it will be a logistical nightmare to find enough crews to come in and help."

The different treatments all have their advocates.

White, who has contracts with West Chicago and Roselle, says he has been saving ash trees with Imidacloprid in devastated areas of Michigan and Indiana for 10 years. He both injects a tree and puts the insecticide around its base.

Joe Chamberlin, regional field development manager for Valent Professional Products, which sells Safari, said he would use TREE-Age on a tree that has lost 20-40 percent of its canopy.

He said Safari and Imidacloprid, which chemically are similar, work best on trees with up to 20 percent damage.

The trees must be able to take up water for the treatment to work. White prefers treating from mid-April to mid-May but says fall is the next best time.

Chamberlin said Safari can be used after a tree has leafed out in the spring, which gives owners a chance to evaluate its health before paying for treatment.

Jake Balmes, a certified arborist who is now the Gurnee street supervisor, said his village held off treating ash trees during the worst of the drought, and jumped into action with the first drenching rain a few weeks ago.

"We ran out and treated ... another 1,400 (with TREE-Age), over 100 trees a day," he said. "They were so starved for moisture ... I have never experienced uptake like that. It was almost instantaneous.

"It's pretty clear we are getting really good results," Balmes added. "I wasn't sure this spring (but) later in the summer you can tell the difference. Trees we treated are holding steady or showing more growth, those we didn't are clearly declining.

"These are right next to each other, it's like night and day."

Staff writers Melissa Silverberg and Eric Peterson contributed to this report.

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