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**EXECUTIVE SESSION – 7:00 P.M. – LITIGATION SECTION 2(C)(11) OF THE OPEN MEETINGS ACT**  
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**PRE-COUNCIL WORK SESSION — 7:00 P.M.**  
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Agenda of the Regular Meeting

of the City Council of the

**CITY OF DARIEN**

October 1, 2012

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes — September 17, 2012
6. Receiving of Communications
7. Mayor's Report
  - A. Mayoral Proclamation “Fire Prevention Month” (October 2012)
  - B. Mayoral Proclamation “Darien Lions Club Candy Days” (Friday, October 12, 2012 and Saturday, October 13, 2012)
  - C. Downers Grove Township Senior Advisory Committee
8. City Clerk's Report
9. City Administrator's Report
10. Department Head Information/Questions
11. Treasurer's Report
  - A. Warrant Number — 12-13-09
12. Standing Committee Reports
13. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council’s Agenda.)

14. Old Business
15. Consent Agenda
  - A. Consideration of a Motion to Approve an Ordinance Approving a Variation to the Darien Zoning Ordinance (PZC 2012-12: 610 67<sup>th</sup> Street)
  - B. Consideration of a Motion to Approve 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
  - C. Consideration of a Motion to Approve 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
  - D. Consideration of a Motion to Approve 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
  - E. Consideration of A Motion to Approve 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 \$13,181.80
  - F. Consideration of a Motion to Approve 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
16. New Business
17. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
18. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE SEPTEMBER 17, 2012 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:24 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**SEPTEMBER 17, 2012**

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:30 P.M. by Mayor Weaver.

2. **PLEDGE OF ALLEGIANCE**

Mayor Weaver led the Council and audience in the Pledge of Allegiance.

3. **ROLL CALL** — The Roll Call of Aldermen by Clerk Ragona was as follows:

Present:	Halil Avci	John F. Poteraske
	Tina M. Beilke	Ted V. Schauer
	Joseph A. Marchese	Joerg Seifert
	Sylvia McIvor	

Absent: None

Also in Attendance: Kathleen Moesle Weaver, Mayor  
JoAnne E. Ragona, City Clerk  
Michael J. Coren, City Treasurer  
Bryon D. Vana, City Administrator  
Daniel Gombac, Director of Municipal Services  
Ernest Brown, Police Chief

4. **DECLARATION OF A QUORUM** — There being seven aldermen present, Mayor Weaver declared a quorum.

5. **APPROVAL OF MINUTES** – August 20, 2012

It was moved by Alderman McIvor and seconded by Alderman Beilke to approve the minutes of the City Council Meeting of August 20, 2012, as presented.

Roll Call: Ayes: Avci, Beilke, Marchese, McIvor, Poteraske,  
Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

6. **RECEIVING OF COMMUNICATIONS**

Alderman Schauer received a call from Charles Tucker of 7716 Brookhaven regarding drainage concerns at his and neighbor's homes. Alderman Schauer informed Mr. Tucker, this would be discussed during the Goal Setting Session. Director Gombac advised he met with the resident; the problem would take more than replacing the railroad ties and would involve more homes.

As follow-up to an e-mail sent to Director Gombac and Chief Brown regarding two concerns, Alderman Beilke advised that people are parking on and blocking the sidewalk, east of Hinsdale South High School towards Route 83. She questioned why the sidewalk ends at Clarendon Hills Road. Chief Brown advised that enforcement in that area is being enhanced and a traffic study is being conducted. Director Gombac added that the City could consider a 50/50 cost share with Hinsdale South for extension of the sidewalk. He will bring this item to the Goal Setting Session for review and discussion.

Mayor Weaver noted that the sidewalks along Plainfield Road are in need of repair and the ADA ramp materials at the curbs are disintegrating. Administrator Vana and Director Gombac advised that the sidewalks are under DuPage County jurisdiction. Director Gombac will have the sidewalks inspected and report the findings to the County.

Alderman Poteraske reported the bicycle path on the north side of 75<sup>th</sup> Street from Adams to Fairview is also in need of repair.

Alderman Beilke received telephone calls from residents reporting that high school overflow parking on both sides of Evans is creating a problem with bus access. Alderman Beilke inquired if parking could be restricted to one side of the street with proper signage. Director Gombac will research.

Mayor Weaver...

...thanked Erica Zimmerman for hosting the successful Coffee with the Mayor.

...announced Chuck's Southern Comfort Café loan was approved and the project should move forward in the near future.

...received an e-mail from Stephanie Gurgone, Executive Director of the Park District expressing gratitude to the City and the Police Department for the enhanced enforcement at the parks and reporting a decrease in incidents. Mayor Weaver expressed pride in the Chief and the Police Department for taking a proactive approach at the parks.

...received an e-mail from a resident thanking the City for the Electric Aggregation Program which has resulted in a substantial savings.

7. **MAYOR'S REPORT**

**A. FYE 4-30-12 FINANCIAL AUDIT**

Tim Gavin, Audit Supervisor and CPA of Sikich Professional Services & Support gave a detailed presentation of the processes and procedures followed when conducting the City's audit. Following the presentation, Mr. Gavin responded to questions from the City Council Members. Treasurer Coren noted that, in response to recommendation made in the management letter, a change has been implemented in the procedures for transmission, verification and deposit of funds from the Police Department. Lou Karrison advised that the requirements of Government Finance Officers Association were met for the period ending April 30, 2012. Mr. Karrison advised that the auditors agree that the City's financial statements are fair, reasonable, and contain no misstatements, which is the highest form of assurance the auditors can provide. Mr. Karrison and Mr. Gavin responded to further questions from the City Council Members. Treasurer Coren announced that the Police Pension Fund Report has been received and will be reviewed at the next Administrative/Finance Committee Meeting. He commended the work and professionalism of Mr. Karrison and Mr. Gavin and thanked them for accelerating the audit process.

**B. DUCOMM PRESENTATION**

Brian Tegtmeier, Executive Director of DuComm, gave a presentation providing detailed information on the services provided by DuComm, an intergovernmental agency formed in 1975 to provide public safety communication services to Police, Fire, and EMS agencies. Mr. Tegtmeier stressed the importance of calling 911 when police presence is needed. He recommended cell phone users register for Smart 911 Service by visiting the website of DuComm or the DuPage County Sheriff. Following the presentation, Mr. Tegtmeier responded to questions from the City Council Members. Administrator Vana advised there has been significant savings to the City following the move to DuComm. Mr. Tegtmeier reported that

DuComm is currently in the process of seeking additional space for a second facility. Funding and impact are being researched and development of an RFP is in process. Mr. Tegtmeier explained that funds from the 911 telephone surcharge goes toward capital equipment purchases to support the DuComm and the DuPage County Sheriff communication systems.

**C. DARIEN CHAMBER OF COMMERCE UPDATE**

On behalf of the Darien Chamber of Commerce, Clare Bongiovanni thanked the City of Darien, Darien Police Department and Darien Park District for their support of the 25<sup>th</sup> Annual DarienFest. She also thanked the sponsors and event volunteers. She acknowledged the contributing organizations and supporters.

Ms. Bongiovanni congratulated the winner of Darien Idol, Gianna Marie Scumaci, and all the contestants of Darien Idol and Battle of the Bands. She advised that DarienFest photos can be found on the DarienFest Facebook page.

Ms. Bongiovanni announced the upcoming events:

- Mayor Weaver will give the State of the City address at Ashton Place on September 18, 2012.
- Darien Chamber Women In Business will be hosting “Connecting Women, Creating Opportunities Wine Tasting Networking” event at Carriage Green Country Club on October 25, 2012.
- Darien Days Sponsorship Opportunities are now available. Darien businesses are invited to participate in this week long holiday celebration that will be held November 25 through December 2, 2012. Darien Days will conclude with a Holiday Expo at Lace School and the Darien Historical Society Annual Tree Lighting. For more information visit [www.darienchamber.com](http://www.darienchamber.com).

Ms. Bongiovanni introduced Chris Robb from Oakridge Hobbies & Toys. Mr. Robb presented a donation check in the amount of \$404 to Jamie Bukovac, Director and Marian Krupicka, Treasurer of Indian Prairie Library.

**8. CITY CLERK’S REPORT**

Clerk Ragona...

...announced the nomination papers for the positions of Alderman for Wards 1, 3, 5 and 7 will be available for pickup at City Hall beginning on Tuesday, September 25, 2012 during normal business hours from 8:30 A.M. until 5:00 P.M. The Consolidated Election will be held on April 9, 2013.

...advised Cantigny Park is offering a forum entitled "Running for Local Elective Office" on September 27, 2012 beginning at 7:00 P.M. and is open to the public. Admission and parking are free. More information may be found on their website at Cantigny.org.

9. **CITY ADMINISTRATOR'S REPORT**

Administrator Vana advised that Assistant Administrator Coren received ComEd's annual report and met with their new representative. Once questions on the report have been answered, ComEd will attend a City Council Meeting.

10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Chief Brown reported the following:

- Kudos to the Darien Police Officers for their implementation of initiatives and enhanced enforcement at the parks.
- Encouraged victims of crimes to participate and assist in prosecution of offenders, and guaranteed their safety.
- Burglary to motor vehicles continues to be a problem; residents are urged to lock vehicles and to keep valuables from view.
- Highlighted the apprehension of one of Darien's top ten offenders in Highland Park.
- Strategies to prevent crimes are being developed.

Alderman Avci noted that the Monthly Crime Comparison shows an increase in crimes in July and August by 50% and 60%. Chief Brown advised that these figures do not reflect an increase in crimes; they reflect an increase in self-generated activities and documentation.

Director Gombac reported as follows:

- Tree Planting Program. This year's tree vendor is TLC Group. To participate in the 50/50 parkway tree planting cost sharing program, contact Ashley Prueter at 630-353-8105; for private tree planting, contact Janna with TLC directly at 630-759-5204.
- City Entrance Signs. The permit process with DuPage is ongoing. It was discovered during this process that the two signs: 1) Cass and Hinswood and 2) Cheese and Lemont are under the jurisdiction of Illinois Department of Transportation. Since the original design plan did not meet IDOT standards, a new design that meets their requirements will be presented at the September 24, 2012 Municipal Services Committee Meeting.
- Brush Pickup. The final brush pickup is scheduled for the week of October 22 through 26. Director Gombac requested that residents not place brush in

parkways until the weekend prior to the pickup; citations will be issued to violators.

- 75<sup>th</sup> Street Expansion Project. Director Gombac advised that DuPage County anticipates completion of the street project in October. The landscaping will be completed at a later date. Mayor Weaver expressed disappointment that asphalt was being used rather than concrete.

11. **TREASURER'S REPORT**

**A. WARRANT NUMBER 12-13-08**

It was moved by Alderman Schauer and seconded by Alderman Seifert to approve payment of Warrant Number 12-13-08 in the amount of \$90,815.10 from the General Fund; \$346,404.94 from the Water Fund; \$51,040.05 from the Motor Fuel Tax Fund; \$486,456.08 from the Capital Improvement Fund; \$422,181.97 General Fund Payroll for the periods ending 08/23/2012 and 09/06/2012; \$37,528.17 from the Water Fund Payroll for the periods ending 08/23/2012 and 09/06/12; for a total to be approved of \$1,434,426.31.

Roll Call: Ayes: Avci, Beilke, Marchese, McIvor, Poteraske, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

**B. TREASURER'S MONTHLY REPORT – AUGUST 2012**

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of August 2012:

General Fund: Revenue \$5,145,629; Expenditures \$3,592,580; Current Balance \$2,861,575

Water Fund: Revenue \$1,815,249; Expenditures \$2,113,125; Current Balance \$580,279

Motor Fuel Tax Fund: Revenue \$178,836; Expenditures \$109,840; Current Balance \$278,820

Water Depreciation Fund: Revenue \$501,604; Expenditures \$14,500; Current Balance \$763,378



Capital Improvement Fund: Revenue \$4,885,720; Expenditures \$1,856,396;  
Current Balance \$4,894,032  
Capital Projects Debt Service Fund: Revenue \$259,474; Expenditures \$52,375; Current  
Balance of \$211,306

12. **STANDING COMMITTEE REPORTS**

**Police Committee** — Chairman McIvor advised the next meeting of the Police Committee is scheduled for October 4, 2012 at 6:00 P.M. in the Council Chambers.

**Municipal Services Committee** — Chairman Marchese announced the next meeting of the Municipal Services Committee is scheduled for September 24, 2012 at 6:30 P.M. in the Council Chambers.

**Administrative/Finance Committee** — Chairman Poteraske advised the next Administrative/Finance Committee is scheduled for October 8, 2012 at 6:30 P.M. in the upstairs conference room.

13. **QUESTIONS AND COMMENTS — AGENDA RELATED**

There were none.

14. **OLD BUSINESS**

There was no old business.

15. **CONSENT AGENDA**

There was no Consent Agenda.

16. **NEW BUSINESS**

There was no New Business.

17. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS — GENERAL**

Alderman McIvor inquired when the Open Meetings Act training must be completed. It was noted the deadline is December 31, 2012. She also inquired if the September 20 deadline for tree planting applies to the private tree planting as well. Director Gombac responded the deadline for the private trees was October 1, 2012.

Alderman Seifert requested updates on the Chase Bank and Walmart developments. Administrator Vana responded that the Chase building permits have been issued. He was

uncertain if the County permits were issued. A construction schedule has not been received. Director Gombac advised that Inland has received demolition permits for Circuit City and the three stores to the west; demolition should begin within the next three weeks.

Alderman Poteraske announced the Darien Historical Society's "Images of America - Darien" book is available for purchase at True Value, Walgreens, and from any representative of the Historical Society.

Chris Robb, Manager of Oakridge Hobbies & Toys Store asked if there has been an increase in shoplifting. Chief Brown responded there has not been an increase in shop lifting, and advised that a seminar for retailers will be held in the future. Mr. Robb inquired as to the expected life span of the asphalt being placed on 75<sup>th</sup> Street. Director Gombac responded that the average life span is 12 years.

Alderman Avci advised that he received an e-mail from a Paul Rymek on Ridge Avenue during the meeting expressing delight that through an adjustment made by Comcast, he is now able to view City Council Meetings on the City's cable station. Mr. Rymek also questioned if his residence is included in the Electric Aggregation Program since he has not received any notification. Administrator Vana advised that Assistant Administrator Coren will follow up on this issue and respond.

Alderman Marchese inquired if Q will be reopening. Director Gombac advised they are in the process of remodeling and are expected to reopen.

18. **ADJOURNMENT**

There being no further business to come before the City Council, it was moved by Alderman McIvor and seconded by Alderman Schauer to adjourn.

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 9:18 P.M.

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Mayor

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City Clerk

JER/ld

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 09-17-12.  
Minutes of 09-17-12 CCM1

# ***Mayoral Proclamation***

***Whereas, smoke and poisonous gases are the leading causes of death in fires and can kill a person long before the flames will; and***

***Whereas, underestimating the power of the fire, and the time it takes to escape a home fire, put people at severe risk of fire death and injury; and***

***Whereas, developing a home fire escape plan, and practicing it at least twice a year, is critical to escape a fire safely; and***

***Whereas, it is imperative that multi-story homes and commercial buildings are equipped with working smoke detectors and fire alarms; and***

***Whereas, a complete home escape plan which includes each household member knowing two ways out of each room, designating an outdoor location to meet when out of the house, and remembering the local fire emergency phone number; and***

***Whereas, NFPA, the official sponsor of Fire Prevention, has documented many lives have been saved as a result of having all homes in Illinois equipped with smoke detectors; and***

***Whereas, the members of the fire service are dedicated to the safety of lives and property from the devastating effects of fire; and***

***Whereas, the members of the fire service are joined by other concerned citizens, as well as other emergency service providers, safety advocates, businesses, schools, service clubs, and organizations in their fire safety efforts; and***

***Whereas, Fire Prevention commemorates the Great Chicago Fire of 1871, which killed more than 250 people, left 100,000 homeless, and destroyed more than 17,400 buildings; and***

## ***Mayoral Proclamation***

*Whereas, for nearly 80 years, NFPA has successfully joined North American fire departments each year during Fire Prevention Week in a shared mission of making the public safer from fire.*

*NOW, THEREFORE, I, Kathleen Moesle Weaver, Mayor of the City of Darien, do hereby proclaim the Month of October 2012, as*

### ***Fire Prevention Month***

*and urge the resident of the City of Darien to participate in fire prevention activities at work and school to ensure their safety and the safety of their families and friends in the event of a fire.*

*In Witness Whereof, I Have Hereunto Set My Hand And Caused To Be Affixed The Seal Of The City Of Darien.*

*DONE, this first day of October Two-Thousand Twelve.*

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*Kathleen Moesle Weaver, Mayor*

*Attest:*

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*JoAnne E. Ragona, City Clerk*

# ***Mayoral Proclamation***

*Whereas, a major humanitarian endeavor of the Lions Club has for many years been the raising of the funds for the assistance of community projects such as:*

- 1. Schools for the Blind*
- 2. Leader Dogs For the Blind*
- 3. Dialogue for the Deaf*
- 4. Illinois Camp Lions for the Blind*

*and, in addition, the Darien Lions Club assists persons in the immediate area who have problems relating to blindness, hearing impairment, or other disabilities; and*

*Whereas, the public response has been generous, with the result that great aid and comfort has been made possible for many citizens.*

*Now, Therefore, I, Kathleen Moesle Weaver, Mayor of the City of Darien, do hereby proclaim Friday, October 12, 2012 and Saturday, October 13, 2012 as*

## ***DARIEN LIONS CLUB CANDY DAYS***

*in the City of Darien, and urge citizens of our community to support this very worthwhile organization in their fund raising drive.*

*In Witness Whereof, I Have Hereunto Set My Hand And Caused To Be Affixed The Seal Of The City Of Darien.*

*DONE, this first day of October Two-Thousand Twelve.*

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*Kathleen Moesle Weaver, Mayor*

*Attest:*

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*JoAnne E. Ragona, City Clerk*

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
October 1, 2012**

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

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

General Fund		<b>\$28,555.35</b>
Water Fund		<b>\$5,875.95</b>
Motor Fuel Tax Fund		<b>\$2,219.19</b>
Water Depreciation Fund		
Debt Service Fund		
Capital Improvement Fund		<b>\$15,832.72</b>
Special Service Area Tax Fund		
	<b>Subtotal:</b>	<b>\$ 52,483.21</b>
General Fund Payroll	09/20/12	\$ 238,241.14
Water Fund Payroll	09/20/12	\$ 17,093.22
	<b>Subtotal:</b>	<b>\$ 255,334.36</b>
<b>Total to be Approved by City Council:</b>		<b>\$ 307,817.57</b>

**Approvals:**

\_\_\_\_\_  
Kathleen Moesle Weaver, Mayor

\_\_\_\_\_  
JoAnne E. Ragona, City Clerk

\_\_\_\_\_  
Michael J. Coren, Treasurer

\_\_\_\_\_  
Bryon D. Vana, City Administrator

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Administration  
From 9/18/2012 Through 10/1/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIS	2 NETWORK KEYSTONES & WALL PLATE EQUIPMENT	Consulting/Professional	8.90	4325
AIS	AUGUST 2012 COMPUTER SERVICES	Consulting/Professional	2,783.75	4325
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	3,379.40	4267
COMCAST	CABLE BOXES - ACCT 8771 20 121 0021147	Rent - Equipment	8.39	4243
DUPAGE COUNTY PUBLIC WORKS	1702 PLAINFIELD ROAD - 21005549-01	Utilities (Elec,Gas,Wtr,Sewer)	27.73	4271
GOVT FINANCE OFFICERS ASSOC	MEMBERSHIP DUES - PAUL NOSEK #46523001	Dues and Subscriptions	225.00	4213
HR SIMPLIFIED	COBRA NOTIFICATION	Liability Insurance	25.00	4219
MUNICIPAL WEB SERVICES	JULY 2012 WEBSITE HOSTING	Consulting/Professional	488.75	4325
NICOR GAS	1702 PLAINFIELD ROAD - ACCT 82-54-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	202.72	4271
OFFICE DEPOT	SUPPLIES	Supplies - Office	64.85	4253
OFFICEMAX CONTRACT INC.	2013 CALENDARS AND SUPPLIES	Supplies - Office	73.13	4253
PITNEY BOWES GLOBAL FINANCIAL	METER RENTAL - SEPTEMBER 30 - DECEMBER 30, 2012	Rent - Equipment	585.00	4243
SIKICH PROFESSIONAL SERVICES	FINAL BILLING FOR FYE 12 AUDIT	Audit	7,000.00	4320
SUBURBAN LIFE PUBLICATIONS	LEGAL 2531 - 1406 PLAINFIELD	Legal Notices	311.55	4221
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	21.30	4223
UNLIMITED GRAPHIX, INC.	ACCOUNTS PAYABLE CHECKS	Printing and Forms	644.52	4235
WAREHOUSE DIRECT	SUPPLIES	Supplies - Office	52.62	4253
WAREHOUSE DIRECT	SUPPLIES & TONER	Supplies - Office	75.07	4253
		Total Administration	15,977.68	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 9/18/2012 Through 10/1/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
KATHLEEN SHERLOCK	REFUND FOR RETURNED PILOT II COUPONS - PARTICIPANT DECEASED	Consulting/Professional	17.50	4325
		Total City Council	17.50	



CITY OF DARIEN  
Expenditure Journal  
General Fund  
Community Development  
From 9/18/2012 Through 10/1/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CHRISTOPHER B. BURKE ENG, LTD	ENGINEERING SERVICES - CAPITAL ESTATES	Conslt/Prof Reimbursable	440.00	4328
ELEVATOR INSPECTION SERVICE CO	ELEVATOR REINSPECTION - 7214 S. CASS	Conslt/Prof Reimbursable	25.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 2853 87TH	Conslt/Prof Reimbursable	100.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 1140 JAMES PETER COURT	Conslt/Prof Reimbursable	200.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7226 POPLAR	Conslt/Prof Reimbursable	100.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7529 MAIN STREET	Conslt/Prof Reimbursable	100.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7725 WARWICK	Conslt/Prof Reimbursable	100.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 917 IRONWOOD	Conslt/Prof Reimbursable	100.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE-NE CORNER PLAINFIELD & CLARENDON HILLS	Conslt/Prof Reimbursable	200.00	4328
Total Community Development			1,365.00	

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Public Works, Streets  
From 9/18/2012 Through 10/1/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ADVANTAGE CHEVROLET	REPAIR PARTS FOR VEHICLES	Maintenance - Vehicles	253.45	4229
ALL-STAR MAINTENANCE	HIGH ROAD DRAINAGE PROJECT	Drainage Projects	295.00	4374
ALL-STAR MAINTENANCE	MISCELLANEOUS DITCH PROJECTS	Drainage Projects	1,992.50	4374
AUTOMATED LOGIC	SERVICE CONTRACT P.D. HVAC SYSTEM	Maintenance - Building	1,005.00	4223
CARQUEST AUTO PARTS STORES	VEHICLE REPAIR PARTS	Maintenance - Vehicles	1,237.28	4229
CASE LOTS, INC.	PAPER PRODUCTS & JANITORIAL SUPPLIES	Maintenance - Building	150.25	4223
COM ED	STREET LIGHTS - ACCT 0267129108	Street Light Oper & Maint.	69.80	4359
COM ED	STREET LIGHTS - ACCT 0788318007	Street Light Oper & Maint.	(215.10)	4359
CULLIGAN	BOTTLED WATER - 1041 S. FRONTAGE ROAD	Maintenance - Building	(98.92)	4223
EJ EQUIPMENT, INC.	REPAIR PARTS FOR TRACKLESS	Maintenance - Equipment	235.93	4225
JOHN DEERE LANDSCAPES	SEED FOR RESTORATIONS	Supplies - Other	215.00	4257
JSN CONTRATORS SUPPLY	GLOVES	Liability Insurance	41.10	4219
NICOR GAS	1041 S. FRONTAGE - ACCT 90-84-11-1000 1	Utilities (Elec, Gas, Wtr, Sewer)	49.96	4271
OFFICEMAX CONTRACT INC.	2013 CALENDARS AND SUPPLIES	Supplies - Office	111.34	4253
RAGS ELECTRIC	STREET LIGHT REPAIR - FOUR LOCATIONS	Street Light Oper & Maint.	969.78	4359
RAGS ELECTRIC	STREET LIGHT REPAIR - CASS & SLEEPY HOLLOW	Street Light Oper & Maint.	306.00	4359
RAGS ELECTRIC	STREET LIGHT REPAIR - ABBEY DRIVE	Street Light Oper & Maint.	126.00	4359
RAGS ELECTRIC	STREET LIGHT REPAIR - TWO LOCATIONS	Street Light Oper & Maint.	287.78	4359

CITY OF DARIEN  
 Expenditure Journal  
 General Fund  
 Public Works, Streets  
 From 9/18/2012 Through 10/1/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
RAGS ELECTRIC	STREET LIGHT REPAIR - LYMAN ROAD @ FIRE HOUSE	Street Light Oper & Maint.	161.78	4359
ROBERT L. SANSFIELD	AIR HAMMER REPAIR	Small Tools & Equipment	129.99	4259
TYCO INTEGRATED SECURITY LLC	ALARM DETECTION OCT 1 - DEC 31, 2012 CUST #01300 113012433	Maintenance - Building	234.60	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	35.30	4223
WEST SIDE TRACTOR SALES	REPAIR PARTS FOR CHIPPER #307	Maintenance - Equipment	57.94	4225
WESTOWN AUTO SUPPLY COMPANY	VEHICLE REPAIR PARTS	Maintenance - Vehicles	251.72	4229
		Total Public Works, Streets	7,903.48	

CITY OF DARIEN  
 Expenditure Journal  
 General Fund  
 Police Department  
 From 9/18/2012 Through 10/1/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
A CORPORATE PRINTING SERVICE	LETTERHEAD	Printing and Forms	156.00	4235
ANTON HRUBY	BOATS AND SOCKS	Uniforms	86.70	4269
ASPEN AUTO BODY, INC.	D7 REPAIR	Liability Insurance	211.98	4219
ASPEN AUTO BODY, INC.	D18 REPAIR	Maintenance - Vehicles	1,255.75	4229
CARQUEST AUTO PARTS STORES	VEHICLE REPAIR PARTS	Maintenance - Vehicles	388.37	4229
DUPAGE COUNTY ANIMAL CONTROL	WILD BAT REMOVAL	Animal Control	125.00	4201
DUPAGE COUNTY PUBLIC WORKS	SEWER CHARGES - 1710 PLAINFIELD - ACCT 21005550-01	Utilities (Elec,Gas,Wtr,Sewer)	147.85	4271
EDWARD P. RENTKA	BUSINESS CARDS	Uniforms	27.40	4269
GREGORY J. CHEAURE'	UNIFORM ALLOWANCE	Uniforms	64.64	4269
J.G. UNIFORMS, INC.	UNIFORM ALLOWANCE - KOSIENIAK	Uniforms	60.00	4269
NICOR GAS	1710 PLAINFIELD - ACCT 82-80-00-1000 9	Utilities (Elec,Gas,Wtr,Sewer)	146.25	4271
SUBURBAN LIFE PUBLICATIONS	LEGAL NOTICE 2531 PROMOTIONAL EXAM	Boards and Commissions	113.85	4205
WESTOWN AUTO SUPPLY COMPANY	VEHICLE REPAIR PARTS	Maintenance - Vehicles	29.21	4229
		Total Police Department	2,813.00	

CITY OF DARIEN  
 Expenditure Journal  
 General Fund  
 Business District  
 From 9/18/2012 Through 10/1/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
COM ED	7515 S. CASS AVENUE, UNIT BD - ACCT 7156796018	Utilities (Elec,Gas,Wtr,Sewer)	20.93	4271
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT C - 21005499-02	Utilities (Elec,Gas,Wtr,Sewer)	11.17	4271
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT D - 21005498-07	Utilities (Elec,Gas,Wtr,Sewer)	424.25	4271
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT K & J	Utilities (Elec,Gas,Wtr,Sewer)	11.17	4271
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT B - 21005500-02	Utilities (Elec,Gas,Wtr,Sewer)	11.17	4271
Total Business District			478.69	
Total General Fund			28,555.35	

CITY OF DARIEN  
Expenditure Journal  
Water Fund  
Public Works, Water  
From 9/18/2012 Through 10/1/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ADVANTAGE CHEVROLET	REPAIR PARTS FOR VEHICLES	Maintenance - Equipment	108.66	4225
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	596.37	4267
CARQUEST AUTO PARTS STORES	VEHICLE REPAIR PARTS	Maintenance - Equipment	172.21	4225
CASE LOTS, INC.	PAPER PRODUCTS & JANITORIAL SUPPLIES	Maintenance - Building	150.24	4223
CENTRAL SOD FARMS	RESTORATIONS	Maintenance - Water System	230.00	4231
CENTRAL SOD FARMS	RESTORATIONS	Maintenance - Water System	210.00	4231
CULLIGAN	BOTTLED WATER - 1041 S. FRONTAGE ROAD	Maintenance - Building	(98.92)	4223
DUPAGE TOPSOIL, INC.	DIRT PICKED UP FOR RESTORATIONS	Maintenance - Water System	200.00	4231
ENVIRO-TEST & PERRY LABS	EPA REQUIRED SAMPLING	Quality Control	247.50	4241
EXELON ENERGY INC.	87TH & RIDGE ROAD, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	45.41	4271
EXELON ENERGY INC.	1220 PLAINFIELD	Utilities (Elec,Gas,Wtr,Sewer)	1,772.72	4271
EXELON ENERGY INC.	9S720 LEMONT ROAD, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	68.15	4271
EXELON ENERGY INC.	18W736 MANNING	Utilities (Elec,Gas,Wtr,Sewer)	53.24	4271
EXELON ENERGY INC.	LAKEVIEW & OAKLEY, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	226.67	4271
INDUSTRIAL ELECTRICAL SUPPLY	LIGHTS FOR PLANT #3	Maintenance - Building	264.00	4223
JSN CONTRATORS SUPPLY	GLOVES	Liability Insurance	41.10	4219
NICOR GAS	1930 MANNING ROAD - ACCT 05-00-21-1000 4	Utilities (Elec,Gas,Wtr,Sewer)	(12.61)	4271
NICOR GAS	8600 LEMONT ROAD - ACCT 23-64-41-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	(9.27)	4271
NICOR GAS	1041 S. FRONTAGE - ACCT 90-84-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	49.97	4271
NICOR GAS	1930 MANNING ROAD, DOWNERS GROVE - ACCT 05-00-21-1000 4	Utilities (Elec,Gas,Wtr,Sewer)	38.73	4271

CITY OF DARIEN  
 Expenditure Journal  
 Water Fund  
 Public Works, Water  
 From 9/18/2012 Through 10/1/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
NICOR GAS	1897 MANNING DRIVE - ACCT 12-34-41-1000 7	Utilities (Elec,Gas,Wtr,Sewer)	24.07	4271
NICOR GAS	8600 LEMONT ROAD - ACCT 23-64-41-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	34.26	4271
PEGGY FOGARTY	CLEANING COSTS REIMBURSEMENT DUE TO B-BOX REPAIR	Liability Insurance	90.00	4219
PUMP BIZ, INC.	3-INCH HYDRAULIC TRASH PUMP	Equipment	1,040.84	4815
TYCO INTEGRATED SECURITY LLC	ALARM DETECTION OCT 1 - DEC 31, 2012 CUST #01300 113012433	Maintenance - Building	234.61	4223
WATER PRODUCTS - AURORA	B-BOX EXTENSIONS FOR SADDLE STYLE B-BOXES	Maintenance - Water System	98.00	4231
			Total Public Works, Water	
			5,875.95	
			Total Water Fund	
			5,875.95	

CITY OF DARIEN  
 Expenditure Journal  
 Motor Fuel Tax  
 MFT Expenses  
 From 9/18/2012 Through 10/1/2012

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ELMHURST CHICAGO STONE COMPANY	STONE DELIVERED TO 1041 S. FRONTAGE	Road Material	626.85	4245
KIEFT BROS., INC.	STORM SEWER SUPPLIES	Supplies - Other	931.08	4257
KIEFT BROS., INC.	STORM SEWER PARTS	Supplies - Other	88.88	4257
KIEFT BROS., INC.	STORM SEWER SUPPLIES - BAYBERRY	Supplies - Other	314.72	4257
KIEFT BROS., INC.	STORM SEWER PARTS - BAYBERRY	Supplies - Other	75.50	4257
NORWALK TANK	STORM SEWER PARTS	Supplies - Other	182.16	4257
		Total MFT Expenses	2,219.19	
		Total Motor Fuel Tax	2,219.19	



CITY OF DARIEN  
Expenditure Journal  
Capital Improvement Fund  
Capital Fund Expenditures  
From 9/18/2012 Through 10/1/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ALL-STAR MAINTENANCE	POPLAR ROAD DITCH PROJECT RE-SODDING	Ditch Projects	1,825.00	4376
ALL-STAR MAINTENANCE	GLENEYRE LANDSCAPE RESTORATION IN HOUSE DRAINAGE PROJECT	Ditch Projects	154.50	4376
ALL-STAR MAINTENANCE	CREEKSIDE DRAINAGE PROJECT	Ditch Projects	369.50	4376
CHRISTOPHER B. BURKE ENG, LTD	2012 MONUMENT ENTRANCE SIGNS	Equipment	(2,157.50)	4815
CHRISTOPHER B. BURKE ENG, LTD HD SUPPLY WATERWORKS	2012 ENTRANCE SIGNS 6701 WESTERN AVENUE DRAINAGE PROJECT	Equipment Ditch Projects	1,122.50 8,020.20	4815 4376
JAMES D. FIALA PAVING COMPANY	ASPHALT PICKED UP FOR CREEKSIDESTORM SEWER PROJECT	Ditch Projects	672.76	4376
JAMES D. FIALA PAVING COMPANY	ASPHALT PICKED UP FOR CREEKSIDESTORM SEWER PROJECT	Ditch Projects	693.16	4376
JAMES D. FIALA PAVING COMPANY	ASPHALT FOR CREEKSIDESTORM SEWER PROJECT	Ditch Projects	630.00	4376
JAMES D. FIALA PAVING COMPANY	ASPHALT FOR CREEKSIDESTORM SEWER PROJECT	Ditch Projects	450.00	4376
KIEFT BROS., INC.	STORMWATER/DITCH PROJECTS - 6701 WESTERN AVENUE	Ditch Projects	1,369.60	4376

CITY OF DARIEN  
 Expenditure Journal  
 Capital Improvement Fund  
 Capital Fund Expenditures  
 From 9/18/2012 Through 10/1/2012

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
LARRY CURTIS	CONCRETE APRON RESTORATION REIMBURSEMENT - DITCH PROJECT	Ditch Projects	1,768.00	4376
TESTING SERVICES CORP	8000 BLOCK SAWYER ANALYTICAL TESTING	Ditch Projects	915.00	4376
		Total Capital Fund Expenditures	15,832.72	
		Total Capital Improvement Fund	15,832.72	
Report Total			52,483.21	

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: October 1, 2012**

**Issue Statement**

**PZC 2012-12:**                    **610 67<sup>th</sup> 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.

[ORDINANCE](#)                    [PLAT OF SURVEY](#)  
[PETITIONER EXHIBIT](#)

**Discussion/Overview**

**Both the Planning and Zoning Commission and the Municipal Services Committee have considered this request and both bodies recommend approval of the petition. The Commission held the required public hearing on September 5, 2012.**

The staff agenda memo follows as “Additional Information.”

A draft ordinance is attached.

**Decision Mode**

The Planning/Zoning Commission considered this item at its meeting on September 5, 2012.  
The Municipal Services Committee considered this item at its meeting on September 24, 2012.  
The City Council will consider this item at its meeting on October 1, 2012.

**Additional Information**

**Issue Statement**

**PZC 2012-12:**                    **610 67<sup>th</sup> 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 67<sup>th</sup> 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 67<sup>th</sup> 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 67<sup>th</sup> 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 67<sup>th</sup> 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 67<sup>th</sup> 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 67<sup>th</sup> 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 67<sup>th</sup> Street.

Mr. Griffith stated he was not aware of any plans to widen or improve 67<sup>th</sup> 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 67<sup>th</sup> 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.)**

## **Municipal Services Committee – September 24, 2012**

Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following recommendation granting the 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 Municipal Services recommend approval of the petition.**

**Municipal Services Committee Review – September 24, 2012**

The Municipal Services Committee considered this item at its meeting on September 24, 2012. The following members were present: Alderman Joseph Marchese, Alderman Halil Avci, Alderman Ted Schauer, Dan Gombac – Director and Elizabeth Lahey – Secretary.

The Committee did not have any questions or concerns.

**Without further discussion, Alderman Schauer made a motion to recommend approval of the petition as presented, seconded by Alderman Avci.**

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

**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE APPROVING A VARIATION TO THE  
DARIEN ZONING ORDINANCE**

**(PZC 2012-12: 610 67<sup>th</sup> Street)**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 1<sup>ST</sup> DAY OF OCTOBER, 2012**

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

**AN ORDINANCE APPROVING A VARIATION TO THE  
DARIEN ZONING ORDINANCE**

**(PZC 2012-12: 610 67<sup>th</sup> Street)**

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



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

**WHEREAS**, the property legally described in Section 1 (the "Subject Property"), is zoned R-1 Single-Family Residence District pursuant to the Darien Zoning Ordinance; and

**WHEREAS**, the petitioner has requested approval of a variation from the terms of the Darien Zoning Ordinance to reduce the required front yard building setback from 45 feet to 30 feet in order to construct a new single-family home; and

**WHEREAS**, pursuant to proper legal notice, a Public Hearing on said petition was held before the Planning and Zoning Commission on September 5, 2012; and

**WHEREAS**, the Planning and Zoning Commission at its regular meeting of September 5, 2012, recommended approval of said petition and has forwarded its findings and recommendation of approval to the City Council; and

**WHEREAS**, on September 24, 2012, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

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

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

**SECTION 1: Subject Property.** This Ordinance is limited and restricted to the property generally located at 610 67<sup>th</sup> Street, Darien, Illinois, and legally described as follows:

LOT 8 IN MAYADA BROOK 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, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2006, AS DOCUMENT R2006-064640 IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-22-205-038

**SECTION 2: Variation from Zoning Ordinance Granted.** A variation from the Zoning Ordinance, Section 5A-7-1-6, Yard Requirements, R-1 Single-Family Residence District, is hereby

granted to reduce the required front yard building setback from 45 feet to 30 feet.

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,**

**ILLINOIS**, this 1<sup>st</sup> day of October, 2012.

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

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

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

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

**ILLINOIS**, this 1<sup>st</sup> day of October, 2012.

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

ATTEST:

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

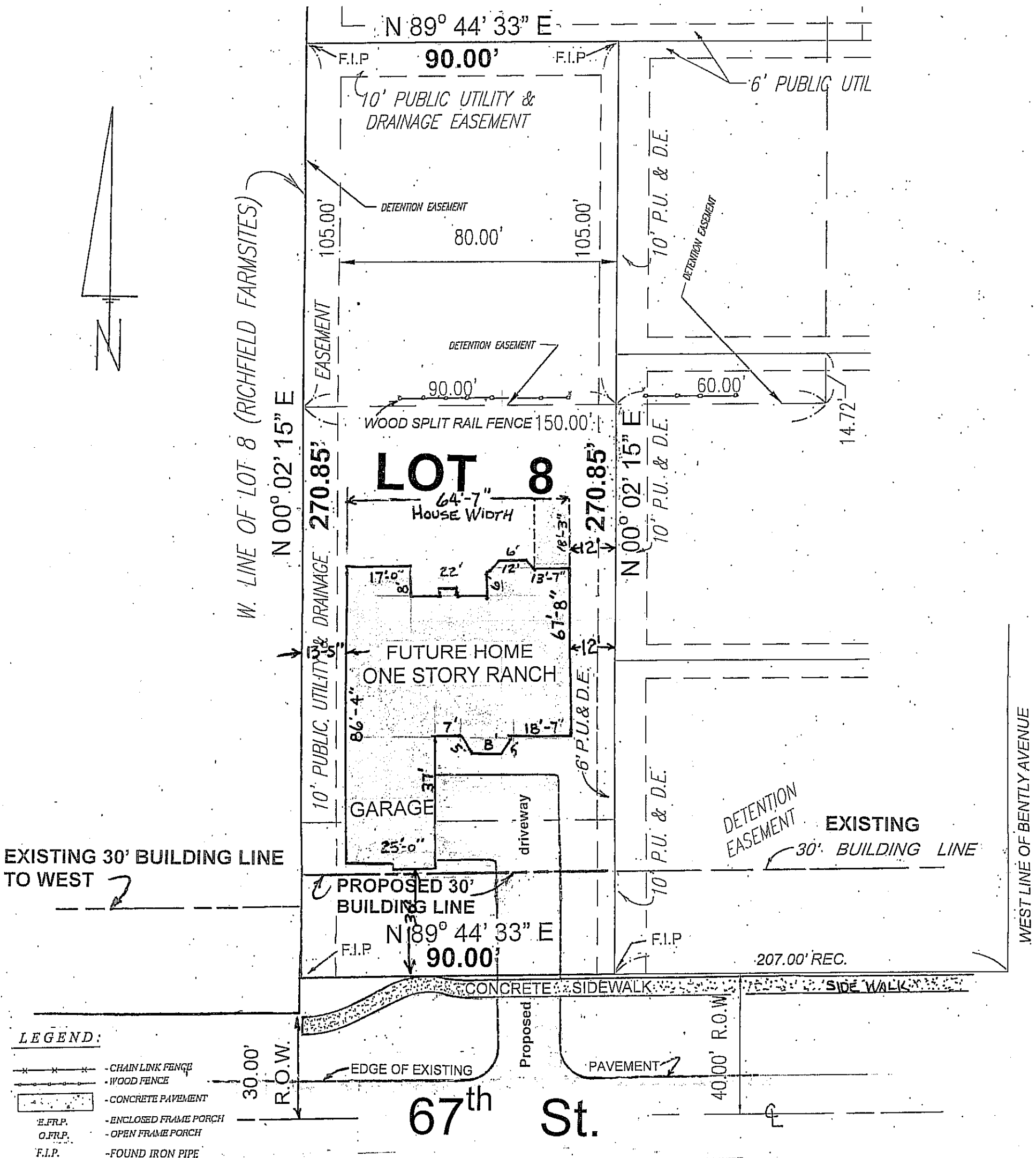
APPROVED AS TO FORM:

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

# 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.

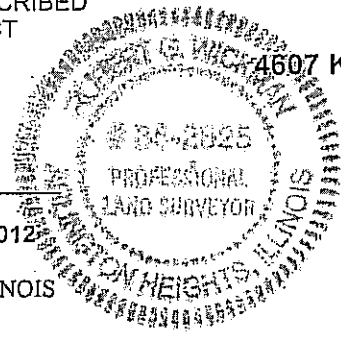


- LEGEND:**
- - - - - CHAIN LINK FENCE
  - - - - - WOOD FENCE
  - - - - - CONCRETE PAVEMENT
  - - - - - EDGE OF EXISTING PAVEMENT
  - - - - - ENCLOSED FRAME PORCH
  - - - - - OPEN FRAME PORCH
  - - - - - FOUND IRON PIPE

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**

4607 KINGS WALK DRIVE #1D  
 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.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT

Scale: 1" = 30'

Client: PAUL MURPHY

Page: \_\_\_\_\_

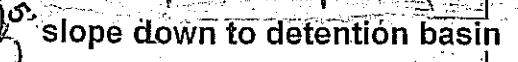
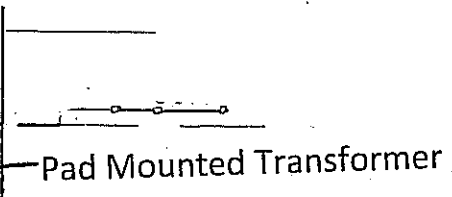
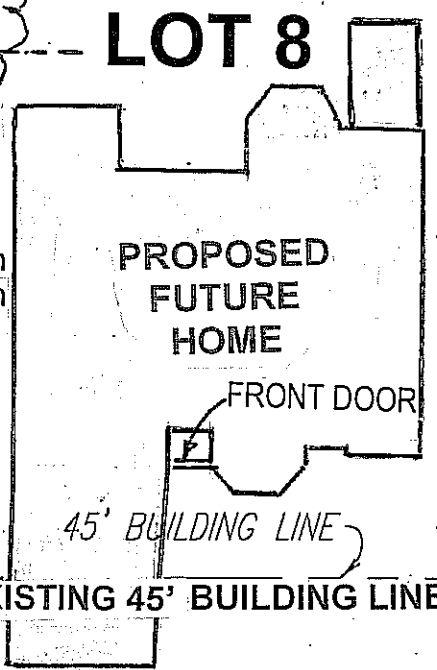
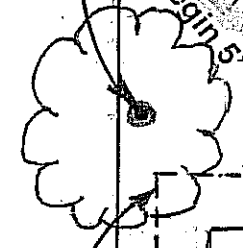
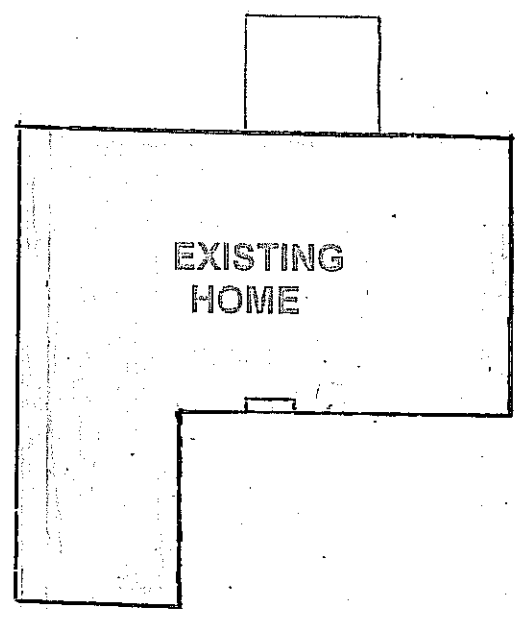
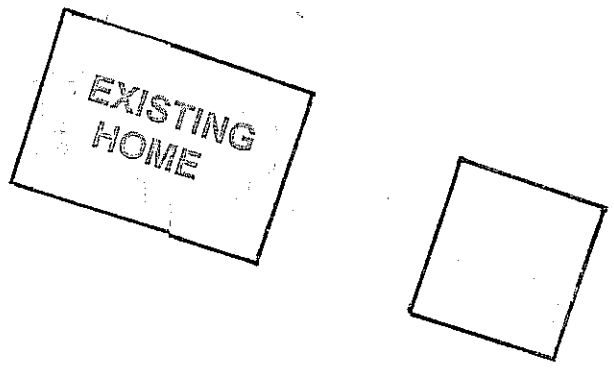
Draw / Check: P.E.M. / R.G.W.

Field work compl: 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

North  
SCALE: 1" = 30'



LOT 8

LOT 7

VACANT

Extent of foundation Excavation by tree

PROPOSED FUTURE HOME

FRONT DOOR

45' BUILDING LINE

EXISTING 45' BUILDING LINE

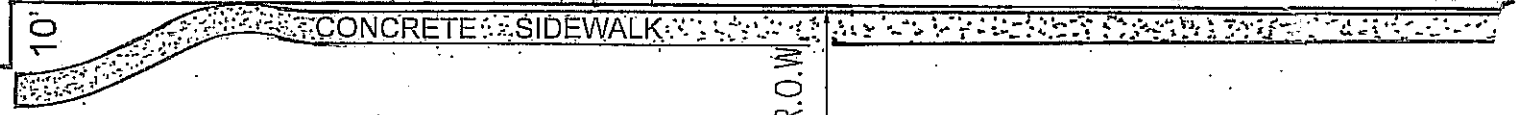
PROPOSED 30' BUILDING LINE

30' BUILDING LINE

EXISTING 30 FT. BUILDING LINE

90.00' EXISTING NORTH RIGHT-OF-WAY LINE  
(ADDITIONAL 10 FT DEDICATED TO CITY OF DARIEN BY MAYADA BROOK SUBDIVISION)

EXISTING NORTH RIGHT-OF-WAY LINE



30.00'

CENTERLINE

67<sup>th</sup> St.

40.00' R.O.W.

Exhibit "A"  
PZC 2012-12: 610 67<sup>TH</sup> STREET

WESTERN AVE.

BENTLEY AVE.



WESTERN

30 FT. SET BACK LINE

GENTLY

67TH STREET

41°46'01.43" N 87°57'39.68" W

© 2012 Google  
Data SIO, NOAA, U.S. Navy, NGA, GEBCO

elev. 747 ft

Mar 13, 2012

Google

Eye alt 1438 ft

**AGENDA MEMO**  
**City Council**  
**October 1, 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.

**RESOLUTION**

**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. The School District has approved the agreement.

**Committee Recommendation**

The Municipal Services Committee 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.

**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.

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

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

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

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

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,**

**ILLINOIS**, this 1<sup>st</sup> 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 H. [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. <sup>00</sup>
* OPTION NO. 2 - SODIUM CHLORIDE SALT	TON	2100	68.60	144,060. <sup>00</sup>
TOTAL COST FOR OPTION NO. 1 AND 2				205,800. <sup>00</sup>

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. <sup>00</sup>
OPTION NO. 4 CALCIUM CHLORIDE SALT	TON	2100	83.60	175,560. <sup>00</sup>
TOTAL COST FOR OPTION NO. 3 AND 4				250,800. <sup>00</sup>

TOTAL COST IN WORDS FOR OPTION NO. 3 AND 4 *THAWROX-Treated Salt*  
 Please see product specifications - *SODIUM chloride treated w/ magnesium chloride*  
Two hundred fifty thousand eight hundred dollars and zero cents

**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**  
**City Council**  
**October 1, 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.

**RESOLUTION**

**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. The Park District has approved the agreement.

**Committee Recommendation**

The Municipal Services Committee 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.

**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.

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

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

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

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

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,**

**ILLINOIS**, this 1<sup>st</sup> 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, President  
Darien Park District

ATTEST:   
\_\_\_\_\_  
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. <sup>00</sup>
* OPTION NO. 2 - SODIUM CHLORIDE SALT	TON	2100	68.60	144,060. <sup>00</sup>
TOTAL COST FOR OPTION NO. 1 AND 2				205,800. <sup>00</sup>

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. <sup>00</sup>
OPTION NO. 4 CALCIUM CHLORIDE SALT	TON	2100	83.60	175,560. <sup>00</sup>
TOTAL COST FOR OPTION NO. 3 AND 4				250,800. <sup>00</sup>

TOTAL COST IN WORDS FOR OPTION NO. 3 AND 4 <sup>THAWROX - Treated Salt</sup>  
 Please see product specifications - SODIUM chloride treated w/ <sup>magnesium chloride</sup>  
Two hundred fifty thousand eight hundred dollars and zero cents.

**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**

**City Council  
October 1, 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.

**RESOLUTION****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. Breakaway material and hardware are designed to break and project away from the vehicle. 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 pictures 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**

The Municipal Services Committee 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.

**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 1<sup>st</sup> day of October 2012.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1<sup>st</sup> 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)729-...
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

an individual [ ]

a partnership [ ]

a corporation [ ]

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 stink 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 sign, or any parts thereof, 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. PATENED 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:** 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:

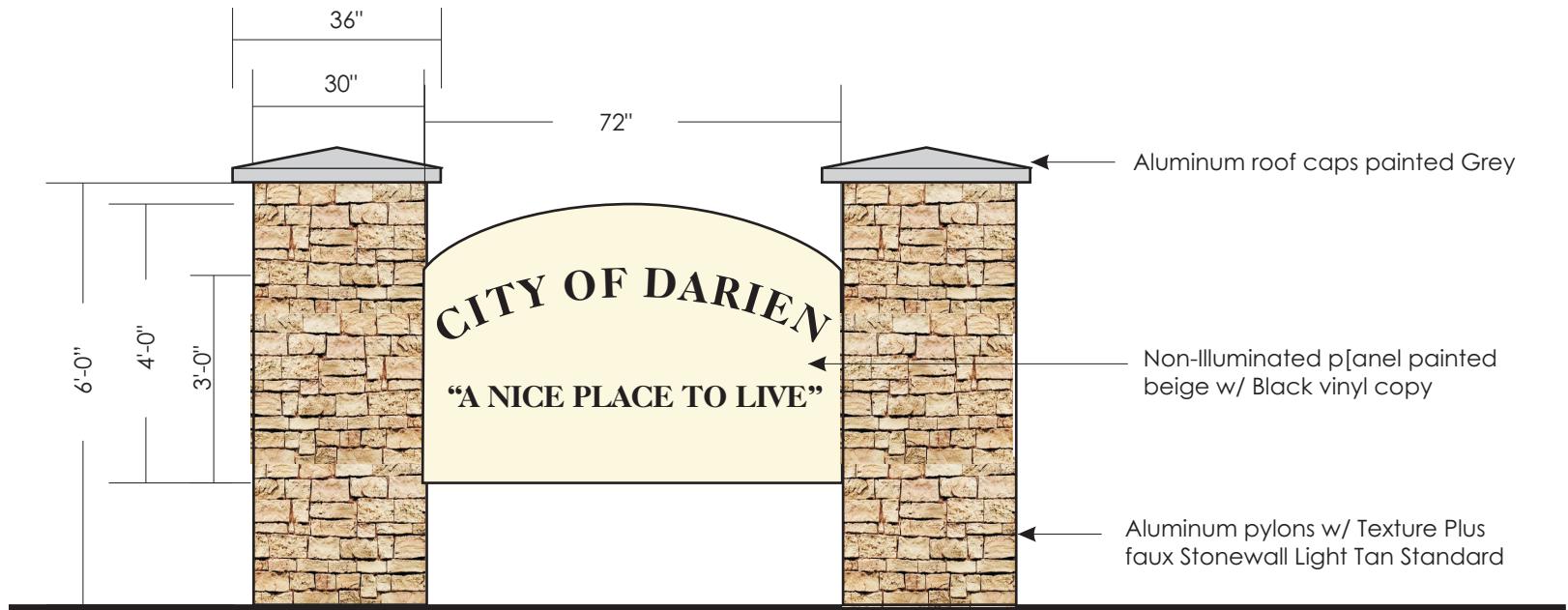
*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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**

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

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.

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



*Village of*  
**HODGKINS**

ESTABLISHED 1896

Village President NOEL B. CUMMINGS







4044 W. McDonough Street Joliet, IL 60431

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

an individual [ ]

a partnership [ ]

a corporation [ ]

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 (\$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.

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**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.

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**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. PATENED 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

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**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](mailto:krause4107@comcast.net)  
[krausesigns.com](http://krausesigns.com)

---

**From:** "Dan Gombac" <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
**To:** [krause4107@comcast.net](mailto: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
A9	RWVISED SEPT 15-2012 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	\$ 1,55980	\$ 163.78				\$ 795.50			
A15	Option No 2											
A16	Hollow Block	633	105.00	\$ 1,55980	\$ 163.78				\$ 987.35			\$ 987.35
A17	Option No 3											
A18	Hollow Block	739	105.00	\$ 1,55980	\$ 163.78					\$ 1,152.69		
A19	Option No 4											
A20	Hollow Block	850	105.00	\$ 1,48929	\$ 156.38						\$ 1,265.90	\$ 1,265.90
A21	Option No 5											
A22	Solid Block	510	105.00	\$ 2,43215	\$ 255.38				\$ 1,240.40			
A23	Option No 6											
A24	Solid Block	633	105.00	\$ 2,43215	\$ 255.38				\$ 1,539.55			
A25	Option No 7											
A26	Solid Block	739	105.00	\$ 2,43215	\$ 255.38					\$ 1,797.36		
A27	Option No 8											
A28	Solid Block	850	105.00	\$ 2,34047	\$ 245.75						\$ 1,989.40	
A29	Cultured Stone	Shale Pro Fit LedgeStone PF8016										
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 Lineal Ft		2	3	4	5	6	7	8	
A33	Option No 1		105	52.75								
A34	420 Sq. Ft. of Flats; 211 Lineal feet of corners, mortar Bonding Agent	4	420	211.00	\$ 1,508.00		\$ 6,032.00					
A35	Option No 2		106	52.75								
A36	530 Sq. Ft. of Flats; 264 Lineal feet of corners, mortar Bonding Agent	5	530	264	\$ 1,501.00		\$ 7,505.00					
A37	Option No 3		106	52.75								
A38	635 Sq. Ft. of Flats; 317 Lineal feet of corners, mortar Bonding Agent	6	635	317	\$ 1,483.33			\$ 8,900.00				\$ 8,900.00
A39	Option No 4		106	52.75								
A40	742 Sq. Ft. of Flats; 369 Lineal feet of corners, mortar Bonding Agent	7	742	369	\$ 1,460.71					\$ 10,225.00		
A41	Option No 5		106	52.75								
A42	848 Sq. Ft. of Flats; 422 Lineal feet of corners, mortar Bonding Agent	8	848	422	\$ 1,456.25						\$ 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



**AGENDA MEMO**  
**City Council**  
**October 1, 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 \$13,181.80.

**RESOLUTION**

**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 75<sup>th</sup> Street. Due to ongoing and upcoming construction, staff will not plant trees along 75<sup>th</sup> 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 nineteen (19) 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 ½ -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.

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 - <b>City Expense</b>	\$ 4,000.00	\$ 1,920.15	\$ <b>2,079.85</b>
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - <b>City Expense-Contingency</b>	\$ <b>2,079.85</b>	\$ 750.00	\$ 1,329.85
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - <b>Resident Reimbursement Expense</b>	\$ 4,000.00	\$ 1,920.15	\$ <b>2,079.85</b>
	FORESTRY-RESIDENTIAL 50/50 PROGRAM - <b>Resident</b>			

01-30-4350	<b>Reimbursement Expense-Contingency</b>	<b>\$ 2,079.85</b>	\$ 750.00	\$ 1,329.85
01-30-4350	Forestry – Parkway Replacement Trees-City Removals	\$ 8,000.00	\$ 7,841.50	\$ 158.50
01-30-4350	75 <sup>th</sup> Street- Replacement Trees-City Removals	\$ 3,000.00	\$ 0	\$ 3,000.00
TOTALS		\$19,000.00	\$13,181.80	\$ 6,753.20

### **COMMITTEE RECOMMENDATION**

The Municipal Services Committee 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 \$13,181.80. Please note the quantities and pricing have been revised since the September 24, 2012 Municipal Services Committee meeting.

### **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.

**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 \$13,181.80**

**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 \$13,181.80.

**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 1<sup>st</sup> day of October 2012.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1<sup>st</sup> 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 127

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 @ TLC GROUP INC - 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
<b>A. Sub Total Cost - Parkway</b>			<b>3,598.50</b>



**CITY OF DARIEN TREE QUOTE - PRIVATE**

VARIABLE 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	<del>200</del> 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>B. Sub Total Cost Private Property</b>			<b>2,847.50</b>

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

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 Inc

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

Print Name: STEPHEN GAI

Title: Mayor

Title: Director of Operations

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

Date: 8-10-12

## 2012 CITY OF DARIEN TREE QUOTE - PARKWAYS

VARIABLE QUANTITY	DIAMETER	SPECIES	Submitted	Corrected	Beary Landscaping	St. Aubin Nursery	Copenhagen Construction	Twin Oaks Landscaping	Brancato Landscaping	Fields of Caton Farms	Dutch Barn Landscaping
			The TLC Group	The TLC Group							
			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	\$ 450.00	\$ 495.00	\$ 750.00	\$ 736.00	\$ 252.50	\$ 365.00	\$ 550.00
1 – 10	4"	Norway Maple	\$ 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	\$ 450.00	\$ 495.00	\$ 695.00	\$ 709.00	\$ 252.50	\$ 365.00	\$ 500.00
1 – 10	4"	Red Maple	\$ 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	\$ 495.00	\$ 495.00	\$ 690.00	\$ 776.00	\$ 600.00	\$ 365.00	\$ 550.00
1 – 10	4"	Freeman Maple	\$ 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	\$ 550.00	\$ 495.00	\$ 660.00	\$ 723.00	\$ 252.50	\$ 365.00	\$ 550.00
1 – 15	2.5"	American Linden	\$ 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	\$ 245.00	\$ 295.00	\$ 350.00	\$ 316.00	\$ 225.50	\$ 175.00	\$ 400.00
1 – 15	2.5"	Honeylocust Skyline	\$ 150.50	\$ 150.50	\$ 245.00	\$ 295.00	\$ 525.00	\$ 290.00	\$ 252.50	\$ 175.00	\$ 400.00
1 – 15	2.5"	Red Maple	\$ 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	\$ 265.00	\$ 295.00	\$ 390.00	\$ 358.00	\$ 370.00	\$ 200.00	\$ 400.00
1 – 15	2.5"	Freeman Maple	\$ 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	\$ 265.00	\$ 295.00	\$ 435.00	\$ 329.00	\$ 270.00	\$ 175.00	\$ 350.00
1 – 15	2.5"	Kentucky Coffeetree	\$ 238.50	\$ 238.50	\$ 295.00	\$ 350.00	\$ 450.00	\$ 398.00	\$ 540.00	\$ 250.00	\$ 450.00
15-Jan	6-foot high	White Pine-Evergreen	\$ 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	\$ 5,655.00	\$ 6,220.00	\$ 8,505.00	\$ 7,908.00	\$ 4,809.00	\$ 4,255.00	\$ 7,150.00

ITEM	A	B	C	D	E	F	G	H	I	J	K
1	<b>CITY OF DARIEN TREE PLANTING PROGRAM SCHEDULE 2012</b>										
2	<b>CITY TREE REPLACEMENTS-ACCIDENT TREE REPLACEMENTS-50/50 TREE PROGRAM</b>										
3	<b>VENDOR-THE TLC GROUP</b>										
4		<b>QUANTITY</b>	<b>DIAMETER</b>	<b>SPECIES</b>	<b>PLANTED PRICE PER TREE</b>	<b>TOTAL TREE COST</b>	<b>CITY COSTS</b>	<b>ACCIDENT REIMBURSEMENT</b>	<b>ACCIDENT REIMBURSEMENT COST</b>	<b>RESIDENT PARTICIPATION</b>	<b>RESIDENT COST</b>
5		0	4"	American Linden	\$238.50	\$ -	\$ -	0	\$ -	0	\$ -
6		0	4"	Norway Maple	\$238.50	\$ -	\$ -	0	\$ -	0	\$ -
7		0	4"	Honeylocust Skyline	\$259.50	\$ -	\$ -	0	\$ -	0	\$ -
8		0	4"	Red Maple	\$214.50	\$ -	\$ -	0	\$ -	0	\$ -
9		0	4"	Chanticleer Pear	\$406.50	\$ -	\$ -	0	\$ -	0	\$ -
10		1	4"	Freeman Maple	\$214.50	\$ 214.50	\$ 211.30	0	\$ -	1	\$ 3.20
11		1	4"	Sugar Maple	\$334.50	\$ 334.50	\$ 182.50	0	\$ -	1	\$ 152.00
12	<b>TOTALS</b>	<b>2</b>				<b>\$ 549.00</b>	<b>\$ 393.80</b>	<b>0</b>	<b>\$ -</b>	<b>2</b>	<b>\$ 155.20</b>
13	<b>CITY TREE REPLACEMENTS-ACCIDENT TREE REPLACEMENTS-50/50 TREE PROGRAM</b>										
14		<b>QUANTITY</b>	<b>DIAMETER</b>	<b>SPECIES</b>	<b>PLANTED PRICE PER TREE</b>	<b>TOTAL TREE COST</b>	<b>CITY COSTS</b>	<b>ACCIDENT REIMBURSEMENT</b>	<b>ACCIDENT REIMBURSEMENT COST</b>	<b>RESIDENT PARTICIPATION</b>	<b>RESIDENT COST</b>
15		2	2.5"	American Linden	\$150.50	\$ 301.00	\$ 225.75	0	\$ -	1	\$ 75.25
16		7	2.5"	Norway Maple	\$150.50	\$ 1,053.50	\$ 978.25	0	\$ -	1	\$ 75.25
17		2	2.5"	Honeylocust Skyline	\$150.50	\$ 301.00	\$ 301.00	0	\$ -	0	\$ -
18		23	2.5"	Red Maple	\$150.50	\$ 3,461.50	\$ 3,311.00	0	\$ -	2	\$ 150.50
19		5	2.5"	Chanticleer Pear	\$222.50	\$ 1,112.50	\$ 890.00	0	\$ -	2	\$ 222.50
20		10	2.5"	Freeman Maple	\$211.30	\$ 2,113.00	\$ 1,901.70	0	\$ -	2	\$ 211.30
21		14	2.5"	Sugar Maple	\$182.50	\$ 2,555.00	\$ 1,642.50	0	\$ -	10	\$ 912.50
22		0	2.5"	Kentucky Coffeetree	\$238.50	\$ -	\$ -	0	\$ -	0	\$ -
23		1	2.5"	White Pine_Evergreen	\$235.30	\$ 235.30	\$ 117.65	0	\$ -	1	\$ 117.65
24	<b>TOTALS</b>	<b>64</b>				<b>\$ 11,132.80</b>	<b>\$ 9,367.85</b>	<b>0</b>	<b>\$ -</b>	<b>19</b>	<b>\$ 1,764.95</b>
25	<b>CITY TREE REPLACEMENTS-ACCIDENT TREE REPLACEMENTS-50/50 TREE PROGRAM</b>										
26		<b>QUANTITY</b>	<b>DIAMETER</b>	<b>SPECIES</b>	<b>PLANTED PRICE PER TREE</b>	<b>TOTAL TREE COST</b>	<b>DUPAGE COUNTY REIMBURSEMENT</b>				
27		0	4"	American Linden	\$207.50	\$ -	\$ -				
28		0	4"	Norway Maple	\$207.50	\$ -	\$ -				
29		0	4"	Honeylocust Skyline	\$153.00	\$ -	\$ -				
30		0	4"	Red Maple	\$196.50	\$ -	\$ -				
31		0	4"	Chanticleer Pear	\$288.00	\$ -	\$ -				
32		0	4"	Freeman Maple	\$207.50	\$ -	\$ -				
33		0	4"	Sugar Maple	\$207.50	\$ -	\$ -				
34	<b>TOTALS</b>	<b>0</b>				<b>\$ -</b>	<b>\$ -</b>				
35						<b>TOTAL TREE COST</b>	<b>CITY COSTS</b>	<b>DUPAGE COUNTY COST REIMBURSABLE</b>	<b>ACCIDENT REIMBURSEMENT</b>	<b>RESIDENT COST</b>	<b>MATH CHECK</b>
36	<b>TOTAL TREE PROGRAM COST</b>					<b>\$ 11,681.80</b>	<b>\$ 9,761.65</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,920.15</b>	<b>\$ 11,681.80</b>
	<b>CONTINGENCY</b>					<b>\$ 1,500.00</b>	<b>\$ 750.00</b>			<b>\$ 750.00</b>	<b>\$ 1,500.00</b>
37	<b>REIMBURSEMENTS</b>					<b>\$ 13,181.80</b>	<b>\$ 10,511.65</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,670.15</b>	<b>\$ 13,181.80</b>

**AGENDA MEMO**  
**City Council**  
**October 1, 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.

**BACKUP**

**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](mailto: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](mailto: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](mailto: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](mailto: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 [klcubs@comcast.net](mailto:klcubs@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 [klcubs@comcast.net](mailto:klcubs@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*  
*81<sup>st</sup> 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. Due to the construction season closing in, the required improvements may not be completed until Spring of 2013.

## **COMMITTEE RECOMMENDATION**

The Municipal Services Committee 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.

## Dan Gombac

---

**From:** Dan Gombac  
**Sent:** Friday, August 10, 2012 11:17 AM  
**To:** Robert Hunter  
**Cc:** Stan (smw0565@aol.com)  
**Subject:** RE: Lemont Road Dog Leg-Draft Easement Language

Hi Bob:

Just to clarify the existing parking adjacent to the Lemont Road buildings shall not be subject to any modifications with the proposed easement. I will request that as the plan moves forward a provision within the easement language regarding the parking, if we could make such a note. Regardless you will have this e-mail a correspondence.

Thanks

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

*8113-8117 - Lemont AD*  
*8121-8123*  
*Bob Hunter*  
*OK*

---

**From:** Robert Hunter [<mailto:rhunter@cygnetcontrols.com>]  
**Sent:** Friday, August 10, 2012 10:51 AM  
**To:** Dan Gombac  
**Subject:** RE: Lemont Road Dog Leg-Draft Easement Language

Dan,

We will have no problem with the easement language. Our main concern was the ability to maintain the parking spaces in front of our buildings. I do not know if this would appear in the easement language but we would like to have some acknowledgement to that fact in the overall agreement.

If you have any questions please let me know.

Thanks,  
Robert Hunter  
Cygnet Controls Inc.  
8123 S. Lemont Road  
Darien, IL 60561  
630-985-2400  
630-985-2485 fax



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**From:** Dan Gombac [<mailto:dgombac@darienil.gov>]  
**Sent:** Friday, August 10, 2012 9:20 AM

## Dan Gombac

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**From:** Dan Gombac  
**Sent:** Tuesday, September 18, 2012 10:12 AM  
**To:** 'Bynum, Bill'; Hustad, Ray  
**Cc:** Podolski, George; Stan (smw0565@aol.com); rhunter@cygnetcontrols.com; 'klcubs@comcast.net'; Kathy Weaver; Bryon Vana; Dan Salvato; Ashley Prueter  
**Subject:** RE: Roadway Dedication Lemont Road-Dogleg

Good Morning Gentleman;

We are in receipt of the preliminary easement dedication and are in agreement. We will be presenting an agenda for the Committee on Sept 24 and the City Council on Oct 1 for consideration of the Dedication of the Lemont Road-Dog Leg.

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

*Kinder Morgan*  
*Bill Bynum*  
*Ray Hustad*  
*OK*

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>

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**From:** Bynum, Bill [[mailto:Bill\\_Bynum@kindermorgan.com](mailto:Bill_Bynum@kindermorgan.com)]  
**Sent:** Tuesday, September 18, 2012 8:53 AM  
**To:** Hustad, Ray; Dan Gombac  
**Cc:** Podolski, George  
**Subject:** RE: Roadway Dedication Lemont Road-Dogleg

Ray

Please forward me the final draft when complete. Thanks again for working on this for us.

**Bill Bynum**  
Director - Field Telecom  
**KINDER MORGAN**  
Phone: 713-369-9090  
Mobile: 281-380-1099  
[bill\\_bynum@kindermorgan.com](mailto:bill_bynum@kindermorgan.com)

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**From:** Hustad, Ray  
**Sent:** Monday, September 17, 2012 4:03 PM  
**To:** [dgombac@darienil.gov](mailto:dgombac@darienil.gov)

**Cc:** Bynum, Bill; Podolski, George

**Subject:** FW: Roadway Dedication Lemont Road-Dogleg

KN Telecommunications, Inc. would be willing to grant to the City of Darien a 2.5 foot easement along the south boundary of its property under the following conditions:

1. The depth of over dig for replacement of curb and gutter sections shall not exceed twelve (12) inches.
2. Any damage to the existing fence or entrance drive shall be promptly repaired at no cost to KN.
3. Notify Julie and our operations department prior to excavating on the easement area.
4. No additional charges shall be assessed to KN for the costs attributable to the upgrading of the current access road to a city street.

We will furnish a proposed form of document in the next few days for review which will include the above provisions and an indemnity and insurance clause for the work.

***Ray Hustad***

***North Region Land & R/W  
23725 W. County Farm Rd.  
Shorewood, IL 60431  
Office - 815-272-9136  
Fax - 815-272-9126***

## Dan Gombac

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**From:** klcubs@comcast.net  
**Sent:** Tuesday, July 10, 2012 11:15 AM  
**To:** Dan Gombac  
**Subject:** Re: Lemont Road dog leg

8/25 - 8/27  
Lemont RD

Hi Dan,  
Rockwell Ct. or 81st street are my preferred choices , in that order, for naming the road. I think that Lemont Ct. would cause too much confusion. Please keep me informed how this is progressing.  
Thanks.  
Keith Lange

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**From:** "Dan Gombac" <dgombac@darienil.gov>  
**To:** klcubs@comcast.net  
**Cc:** "Stan (smw0565@aol.com)" <smw0565@aol.com>, "Ashley Prueter" <aprueter@darienil.gov>  
**Sent:** Tuesday, July 10, 2012 9:14:18 AM  
**Subject:** RE: Lemont Road dog leg

Good Morning Keith:

I am in receipt of your response. Prior to any approval processes, all the property owners must be in agreement with the proposed easement and the dedication will require preliminary approval from the City Council. Also, please forward your comments regarding the address modification.

Ashley: pls file to Lemont Rd Dogleg-Correspondence

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

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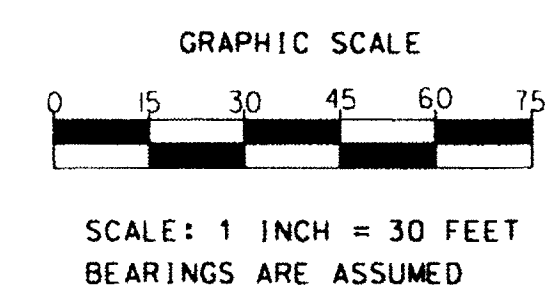
**From:** klcubs@comcast.net [mailto:klcubs@comcast.net]  
**Sent:** Tuesday, July 10, 2012 8:51 AM  
**To:** Dan Gombac  
**Subject:** Lemont Road dog leg

Dan,  
We reviewed the letter dated June 26, 2012 that was sent to Mr. Widlacki and found the areas that pertain to us to met our expectations. We will need all the legal documentation for us to review before we can move forward with our approval.  
If you have any questions, please call me.  
Keith Lange  
630-915-7490



# PLAT OF CONSOLIDATION DARIEN CORPORATE CENTRE NORTH

PART OF THE NORTHWEST QUARTER OF SECTION 32,  
TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD  
PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.



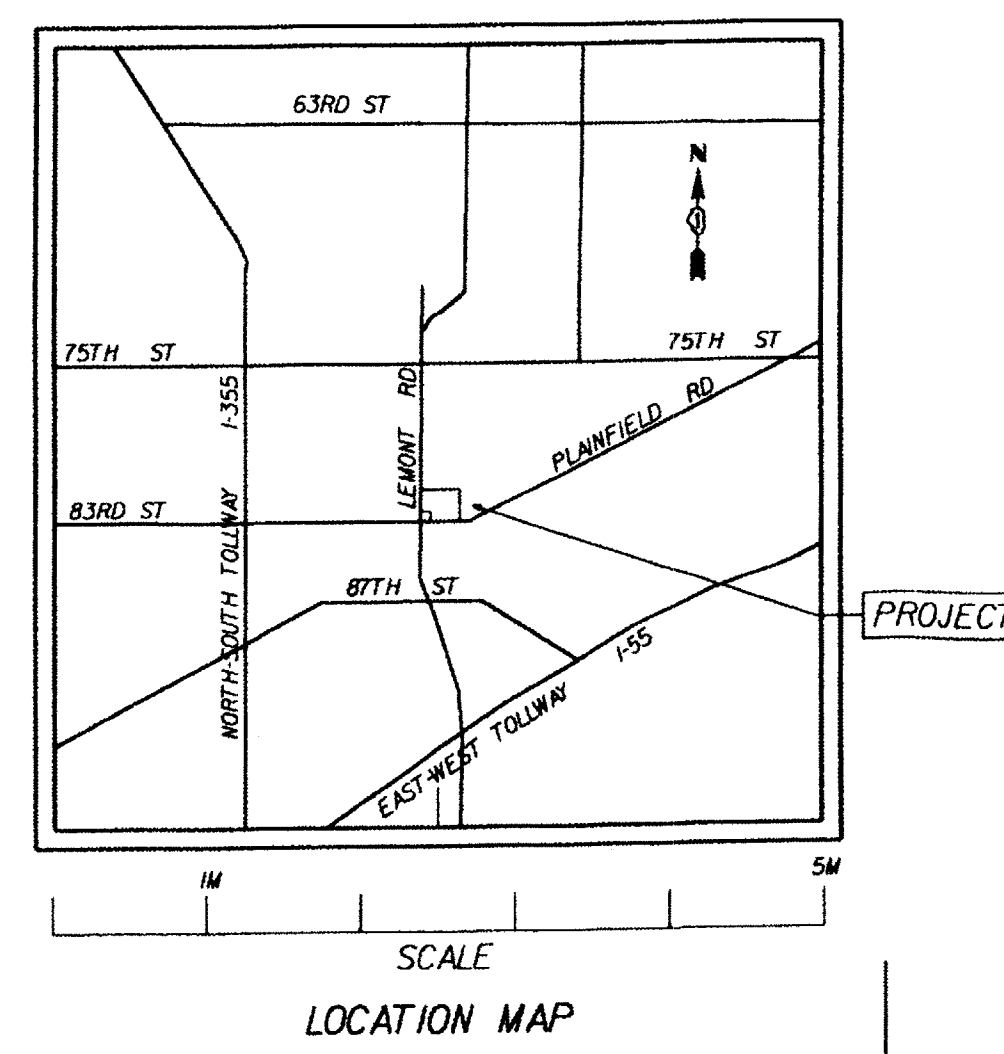
P. I. N. 09-32-106-026 LOT 6  
P. I. N. 09-32-106-025 LOT 7

SUBMITTED BY AND RETURN TO:  
JOANNE COLEMAN, CITY CLERK  
CITY OF DARIEN  
1702 PLAINFIELD ROAD  
DARIEN, ILLINOIS 60561

PLAT  
R2002-304072  
NOV. 07. 2002  
3:02 PM

### LEGEND

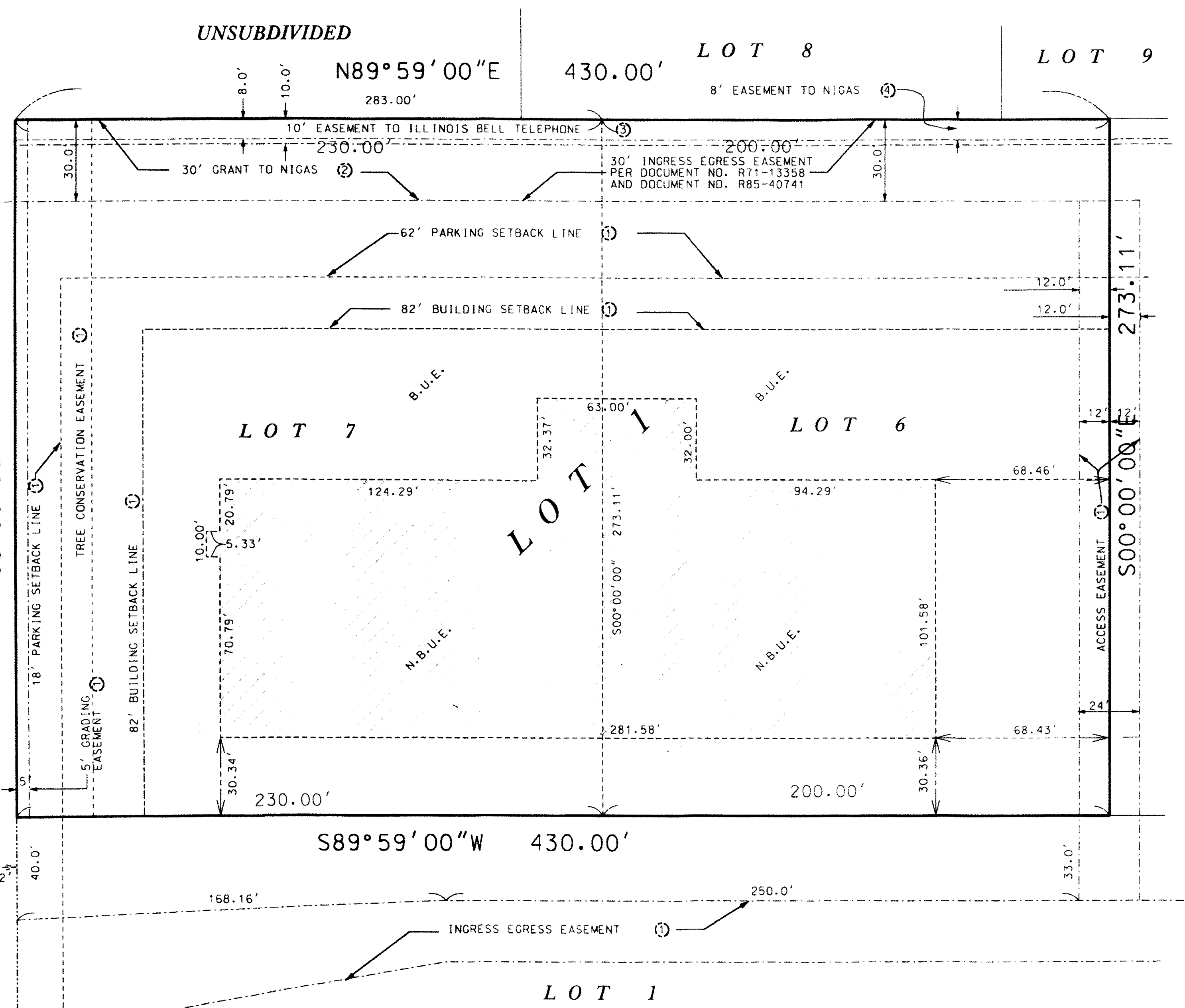
- NON-BLANKET UTILITY EASEMENT AREA
- N.B.U.E. = NON BLANKET UTILITY EASEMENT
- B.U.E. = BLANKET UTILITY EASEMENT
- = PROPERTY LINE
- - - = ADJACENT PROPERTY LINE
- · - · - = EASEMENT LINE
- - - - - = CENTER LINE
- · - · - · - = BUILDING SETBACK LINE
- ① PER DOCUMENT NO. R2000-099131
- ② PER DOCUMENT NO. R71-61250
- ③ PER DOCUMENT NO. R79-72357
- ④ PER DOCUMENT NO. R72-62845



WEST LINE OF NORTHWEST QUARTER OF SECTION 32-38-11  
ASSUMED BEARING N00°00'00"E

**LEMONT ROAD**  
HERETOFORE DEDICATED

HERETOFORE DEDICATED TO DUPAGE COUNTY BY DOCUMENT NO. R2000-099131  
N00°00'00"W 273.11'



THIS PLAT HAS BEEN SUBMITTED FOR  
RECORD AND RETURN TO  
JOANNE F. COLEMAN,  
CITY CLERK OF DARIEN  
ADDRESS: 1702 PLAINFIELD RD  
DARIEN, IL. 60561-5044

R2002-304072  
1 of 2

**RH&A**  
Robert H. Anderson & Associates, Inc.  
Consulting Engineers & Land Surveyors  
220 West River Drive, St. Charles, Illinois 60174  
Phone - 630.584.3530 Fax - 630.584.3047  
Email - rh@rh-a.com

PLAT OF CONSOLIDATION  
DARIEN CORPORATE CENTRE NORTH  
CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS

ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION REGISTRATION NO. 04-000012
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PROJECT NO. 569602-21
DATE: DECEMBER 7 2001
SCALE: 1" = 30'
CAD FILE: DARIEN\5696021 SURVEY.dgn CONSOLIDATION.dgn
SHEET 1 OF 2

REVISED APRIL 23, 2002  
REVISED FEBRUARY 01, 2002